

REQUEST FOR PROPOSAL (“RFP”)
for
BACKGROUND SCREENING SERVICES
(“BACKGROUND SCREENING”)

Specification No. 67561B

Required for use by:

CITY OF CHICAGO
Department of Human Resources

This RFP distributed by:

CITY OF CHICAGO
(Department of Procurement Services)

All proposals and other communications must be addressed and returned to:

Montel M. Gayles, Chief Procurement Officer
Attention: Randi Brokvist,
Department of Procurement Services
Bid and Bond Room, Room 301, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Proposals must be received no later than 4:00 p.m., Central Standard Time, on
Tuesday, July 28, 2009

A Pre-Proposal Conference* will be held on Friday, June 26, 2009, 10:00 AM Central Standard Time; at City Hall, 121 N. LaSalle St., 11th Floor, Room 1100 (DHR Hearing Room), Chicago, Illinois. Attendance is not mandatory, but encouraged.

Randi Brokvist, Contract Negotiator, (312) 744-7669

RICHARD M. DALEY
MAYOR

MONTEL M. GAYLES
CHIEF PROCUREMENT OFFICER

Table of Contents

1.	GENERAL INVITATION	1
1.1	Purpose of the Request for Proposal.....	1
1.2	RFP Downloading from City Website	2
1.3	Term of Contract.....	2
2.	BACKGROUND.....	2
3.	SCOPE OF SERVICES	3
3.1	Scope of Services	3
4.	GENERAL INFORMATION AND GUIDELINES	4
4.1	Communications Between the City of Chicago and Proposers	4
4.2	Deadline and Procedures for Submitting Proposals	4
4.3	RFP Information Resources.....	5
4.4	Procurement Timetable	5
4.5	Confidentiality	5
5.	PREPARING PROPOSALS: REQUIRED INFORMATION	6
5.1	Format of Proposals	6
5.2	Required Content of Proposals	6
6.	EVALUATING PROPOSALS	16
7.	SELECTION PROCESS	17
8.	ADDITIONAL DETAILS OF THE RFP PROCESS	18
8.1	Addenda	18
8.2	City’s Rights to Reject Proposals.....	18
8.3	No Liability for Costs	19
8.4	Prohibition on Certain Contributions – Mayoral Order 05-1.....	19
8.5	False Statements.....	20

EXHIBITS

EXHIBIT 1	SCOPE OF SERVICES
EXHIBIT 2	PRELIMINARY COST PROPOSAL
EXHIBIT 3	GUARANTEED SERVICE LEVEL PROPOSAL
EXHIBIT 4	COMPANY PROFILE INFORMATION
EXHIBIT 5	COMPANY EXPERIENCE ON SIMILAR PROJECTS
EXHIBIT 6	COMPANY REFERENCES/CLIENT PROFILE INFORMATION
EXHIBIT 7	ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
EXHIBIT 8	INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE
EXHIBIT 9	CITY OF CHICAGO STANDARD TERMS AND CONDITIONS
EXHIBIT 10	SPECIAL TERMS AND CONDITIONS

REQUEST FOR PROPOSAL (“RFP”)

for

BACKGROUND SCREENING SERVICES (“BACKGROUND SCREENING”)

Specification No. 67561B

1. GENERAL INVITATION

1.1 Purpose of the Request for Proposal

The City of Chicago (“City”), Department of Human Resources (“DHR”) invites the submission of proposals from firms with expertise and experience providing the following Background Screening Services (“Background Screening”), which will include but not be limited to:

- Perform Background Screening (“Checks”) for new and existing employees. The type and nature of the Background Screening may vary by position as detailed below in this RFP.
- Perform Background Screening for third party consultants and temporary consultants that are hired by the City on a temporary basis for, but are not full time employees of the City or applying for full time positions with the City.
- At the City’s option, perform all integration and ongoing maintenance activities to and from the City’s Taleo system. (The City has recently implemented a Taleo-based online application system for application submission and City management of applications for employment. This system is referred to as CAREERS (the Chicago Automated Recruiting Evaluation Employment Reporting System).)
- Provide ongoing system maintenance and support activities to Proposer’s system.
- Perform Engagement Management activities as further described in this RFP.

For purposes of this RFP, **Chief Procurement Officer (“CPO”)** means the Chief Procurement Officer for the City of Chicago. **“Proposers”** means the companies or individuals that submit proposals to this RFP. The documents submitted will be referred to as **“Proposals.”**

The selected Proposer shall perform all services and functions associated for Background Screening Services (“Background Screening”) as required in this RFP. The City may award a contract to one Proposer whose Proposal best meets the requirements or reject any or all Proposals as a result of this RFP, if in the opinion of the Chief Procurement Officer the best interests of the City will be served.

The services contemplated are professional in nature. The selected Proposer acting as an individual, partnership, corporation or other legal entity, must be of professional status, licensed to perform in the State of Illinois, and licensed for all applicable professional discipline(s) requiring licensing and is governed by professional ethics in its relationship to the City. All reports, information, or data prepared or assembled by the Proposer under a contract awarded pursuant to this RFP are confidential in nature and will not be made available to any individual or organization, except the City, without the prior written approval of the City. Any contract resulting from this RFP document will require the Consultant to execute a statement of confidentiality.

The Proposer must be financially solvent and each of its members, if a joint venture, its employees, agents or subcontractors of any tier must be competent to perform the services required under this RFP document.

1.2 RFP Downloading from City Website

RFP DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS:

http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/Spec67561B.pdf

A Proposer who chooses to download an RFP solicitation instead of picking it up in person will be responsible for checking the aforementioned web site for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the web site shall not relieve Proposer from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Proposal. Note, there may be multiple clarifications and/or addenda. Any harm to the Proposer resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Proposers are responsible for obtaining all RFP materials. If Proposer chooses to download and print the RFP document, the Proposer must contact the City of Chicago, Department of Procurement Services, Bid & Bond Room by either: faxing a legible copy of Proposer business card, referencing Specification #67561B to (312) 744-5611 or by calling the Bid & Bond Room at (312) 744-9773, to register Proposer's company as an RFP document holder, which will entitle Proposer to receive any future clarifications and/or addendum related to the RFP. Proposers may request an emailed electronic copy of Exhibit 2 and Exhibit 3 by sending an email titled "Background RFP Exhibit Electronic Request" to Odell.Brown@ex.cityofchicago.org.

1.3 Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for a base contract period of five (5) years, plus two one-year extension options mutually agreed to by both parties.

2. BACKGROUND

The Department of Human Resources' ("DHR") mission is to facilitate the effective delivery of City services by maintaining professional human resources practices and programs. DHR is committed to a hiring system that is transparent, efficient, open and accessible to all qualified applicants. To accomplish this mission, DHR coordinates their activities with other City departments, boards and commissions to attract, recruit, retain, motivate, develop, and reward the City's workforce; foster equal employment opportunities for all of City citizens; maintain a safe and lawful work environment for City employees; and establish cost effective procedures. DHR delivers this mission through specific programs and initiatives that include: employment and recruiting initiatives, employee development and assistance services, job classification and compensation functions, labor relation activities, maintenance of employment records and management of information.

In 2007, the City implemented the CAREERS system for City-wide recruiting activities. This system was built using the Taleo software. As part of the CAREERS implementation activities, detailed minimum requirements associated with each position are integrated into the system. Each applicant responds to specific questions that capture the requirements associated with an individual position. Background Screening activities ("Background Screening") are intended to validate and confirm that the applicant's reported background and job history are consistent with what was originally reported by the applicant.

The City desires to perform various types of Background Screening for recommended new hires and transfers (current City employees who transfer from one position to another). The City also desires to have the option of selecting one or more types of Background Screens for each applicant. The City is likely to request a Background Screening for approximately 1800 new hires annually; additionally, the City may request Background Screening for selected internal promotions, re-hires and transfers (approximately 1500 per year). Any given Background Screening is linked to the position requirements as defined by the City as further described in this RFP.

Additionally, the City is requesting the option of performing Background Screening on third party consultants and temporary consultants. In the case of third party Consultants and temporary consultants, the initiation of the Background Screening would be directly to Proposer's system and not initiated via the Taleo CAREERS system as the process for engaging temporary consultants and consultants at the City is not via the Taleo system. At the time of the distribution of this RFP, the City has no way of forecasting the volume of Background Screenings for third party Consultants and temporary workers.

The City currently uses the Taleo software, Enterprise Edition v7.5, for candidate application and recruiting activities. Applicants are required to enter background information into Taleo which is used as the basis for assessing a candidate's qualifications for a particular position. For the most part, Background Screening will verify the education, professional background, references and other credentials entered by the applicant when applying for a specific position into Taleo.

The City has implemented a number of custom (designed and built) outbound and inbound interfaces to Taleo using the Taleo Connect Client ("TCC") product. These interfaces are developed using a custom middleware Java application that connects to Taleo using TCC. The City of Chicago licenses and maintains TCC for use in the transfer of data between the CAREERS system, Taleo hiring application, and the City of Chicago's employee database. Interfaces that are based on the TCC architecture deploy a configured solution from within the Taleo software. TCC runs in a scheduled batch mode. The City has internal personnel with expertise in the use of Java and Web services and the TCC technology and architecture. Additionally, the City has previously engaged third party consultants to design and implement interfaces based on experience with TCC technology and architecture.

Additionally, the City has implemented the Oracle Human Resource and Positions Control, HR Self Service and Payroll (V11.5.10) applications for City employees. The City has implemented certain interfaces between the Oracle HR systems and Taleo; these interfaces have been developed and are supported with City resources. The scope of the Implementation Services as described in this RFP does not include any integration from the Proposer's Background Screening to the City's Oracle system.

Currently, the City engages a third party for completing a portion of the required Background Screening. In the current process for Background Screening, the City prepares a manual package that contains the applicant's information, specific Background Screening to be completed by the third party and written authorization from the applicant ("Consumer Notification Form"). The package is then manually forwarded to the third party who performs the required Background Screening. The third party completes the Background Screening and forwards the results in hardcopy to the City. The City currently performs all Adverse Action activities. The third party does not currently perform Criminal and Fingerprint Background Screening. The City of Chicago Police Department currently performs Fingerprint and Criminal Background Screening City-wide at present.

The Chicago Police and Fire Departments perform all other required Background Screening for the Police and Fire Department hires. The City's sister agencies are not within the scope of this RFP.

The services requested in this RFP include an option for Fingerprint and Criminal Background Screening and all Proposers are required to respond to this option. However, it is likely that the Fingerprinting and Criminal Background Screening for employees and applicants will continue to be completed by the Chicago Police Department for the foreseeable future. The City desires the flexibility to add these and other checks for employees at a later date. The City may add Fingerprinting and Criminal Background Screening for third party consultants.

3. SCOPE OF SERVICES

3.1 Scope of Services

The Services that the City seeks to acquire are described in detail in Exhibit 1 to this RFP.

4. GENERAL INFORMATION AND GUIDELINES

4.1 Communications Between the City of Chicago and Proposers

1. *Submission of Questions or Requests for Clarifications*

Proposers must communicate only with the Department of Procurement Services. All questions or requests for clarification must be in writing, sent by mail, email: rbrokvist@cityofchicago.org or fax at 312-744-7679, and directed to the attention of Randi Brokvist, **Department of Procurement Services, Room 403 of City Hall** and **must be received no later than 4:00 p.m. Central Standard Time, on Tuesday, July 7, 2009.**

Proposers are encouraged, but not required, to submit questions 1 week prior to the scheduled Pre-Proposal Conference. The face of each envelope, email, or the cover sheet of the fax must clearly indicate that the contents are “Questions and Request for Clarification” about the RFP, and are “Not a Proposal” and must refer to ‘Request for Proposal (“RFP”) for Background Screening Services for the City of Chicago, Specification No. 67561B.’ No telephone calls will be accepted unless the questions are general in nature. A Proposer that deviates from any of these restrictions may be subject to immediate disqualification from this RFP process.

2. *Pre-Proposal Conference*

The City will hold a Pre-Proposal Conference* at, City Hall, 121 N. LaSalle St., 11th floor Room 1100 (DHR Hearing Room), Chicago, Illinois at 10:00 a.m. Central Standard Time on Friday, June 26, 2009. The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions raised on the day of the conference and to questions faxed, e-mailed, or mailed prior to the deadline for receipt of questions per above 4.1.1.

4.2 Deadline and Procedures for Submitting Proposals

1. To be assured of consideration, Proposals must be received by the City of Chicago in the City’s Bid and Bond Room (Room 301, City Hall) no later than **4:00 p.m. Central Standard Time on Tuesday, July 28, 2009.** The Bid and Bond Room can be reached at telephone number 312-744-9773.
2. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section 4.2.1 above. Only the Chief Procurement Officer (“CPO”) is empowered to determine whether to accept or return late Proposals.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Proposer from the deadline requirement. Hand-carried Proposals must be placed in the depository located in the Bid and Bond Room located in Room 301, City Hall. The time of the receipt of all Proposals to this RFP will be determined solely by the clock located in the Bid and Bond Room of City Hall. It is Proposer's sole responsibility to ensure that the Proposal is received as required.

3. Proposals must be delivered to the following address:
Montel M. Gayles, Chief Procurement Officer
Department of Procurement Services
Bid and Bond Room
Room 301, City Hall

121 North LaSalle Street
Chicago, Illinois 60602

4. Proposer must submit **1 hardcopy original, 1 duplicate electronic version on CD, and 7 duplicate hardcopies of the Proposal including an Excel version of the Preliminary Cost Proposal (Exhibit 2) and the Word version of the Service Level Proposal (Exhibit 3).** The original documents must be clearly marked as “ORIGINAL”, and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Proposer must enclose all documents in sealed envelopes or boxes.
5. The outside of each sealed envelope or package must be labeled as follows:

Proposal Enclosed
Request for Proposals (RFP) for
Background Screening Services
Specification No.: 67561B
Due: 4:00 p.m., Tuesday, July 28th, 2009
Submitted by: (Name of Proposer)
Package ____ of ____

4.3 RFP Information Resources

Proposers are solely responsible for acquiring the necessary information or materials. Information for preparing a response to this RFP can be located in the following areas of the City’s website:
www.cityofchicago.org/Procurement:

- Pre-Bid/Proposal Conference Attendees
- Addendums and Exhibits, if any

4.4 Procurement Timetable

The timetable for the RFP solicitation process is summarized below. Note that these are target dates and are subject to change by the City:

Key Activity	Target Date
City Issues RFP	June 15, 2009
Pre-Proposal Conference	June 26, 2009
Post Conference Questions Due	July 7, 2009
Proposals Due	July 28 2009

4.5 Confidentiality

Proposer may designate those portions of the Proposal that contain trade secrets or other proprietary data that must remain confidential. If a Proposer includes data that is not to be disclosed to the public for any purpose or used by the City except for evaluation purposes, Proposer must:

- A. Mark the title page as follows: “ This RFP Proposal includes trade secrets or other proprietary data (“data”) that may not be disclosed outside the City or and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal. The data subject to this restriction are contained in sheets (insert page numbers or other identification).” The “City”, for purposes of this provision, will include any consultants assisting in evaluation of Proposals. If, however, a contract is awarded to this Proposer as a result of or in connection with the submission of this data, the City has the right to duplicate, use or disclose the data to the extent provided in the

resulting contract. This restriction does not limit the City's right to use information contained in the data if it is obtained from another source without restriction.

B. Mark each sheet or data to be restricted with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal"

All submissions are subject to the Freedom of Information Act.

5. PREPARING PROPOSALS: REQUIRED INFORMATION

5.1 Format of Proposals

Proposals must be prepared on 8 ½" X 11" letter size paper, printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Submit 1 hardcopy original and 7 duplicate hardcopies of the Proposal. **Proposer must also submit an electronic copy of the Proposal on a CD including an Excel version of the Preliminary Cost Proposal (Exhibit 2) and the Word version of the Service Level Proposal (Exhibit 3).**

Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below in Section 5.2. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized.

5.2 Required Content of Proposals

Proposers are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal. Proposer must provide information in the appropriate areas throughout the RFP. By submitting a response to this RFP, Proposer is acknowledging that if its Proposal is accepted by the City, your Proposal and related submittals may become part of the contract. Proposer costing provided in the Proposal must be submitted in the provided Excel spreadsheet in addition to a hard-copy as contained in the hard-copy response to the RFP. All costs must be submitted in the provided format for the response to be considered. Proposer guaranteed service levels in the Proposal must be submitted in the provided electronic Word document in addition to a hard-copy as contained in the hard-copy Response to the RFP. All electronic schedules must be completed as part of the Proposal.

At a minimum, the Proposal **must** include the following items:

1. Cover Letter.

Proposer(s) must submit a cover letter signed by an authorized representative of the entity committing Proposer to provide the Services as described in this RFP in accordance with the terms and conditions of any contract awarded pursuant to the RFP process. The cover letter must:

- (a.) Indicate the name and telephone number(s) of the principal contact for oral presentation, or negotiations.
- (b.) Acknowledge receipt of all Addenda issued by City, if any.
- (c.) Include statement of any objections or comments to any of the City of Chicago Standard Terms and Conditions (Exhibit 9) and the Special Terms and Conditions found in Exhibit 10.

2. Executive Summary.

Proposer must provide an executive summary, which explains your understanding of the City's intent and objectives and how your proposed plan achieves those objectives. The summary should discuss Proposer's Background Investigation philosophy; plan for implementing and monitoring the services; approach to project management; strategies, tools and safeguards for ensuring service levels of all required services; equipment, software and firmware considerations; training and on-going support; and any additional factors for the City's consideration.

3. Professional Qualifications and Specialized Experience of Proposer and Team Members Committed to Scope of Services as described in Exhibit 1.

(a.) Previous Experience on recent projects of similar type (Complete Form in Exhibit 5).

Proposer must describe its previous experience on recent projects of similar type, scope and magnitude; identifying both private sector and public sector work. Proposer must include adequate detail about each project referenced, including a brief description of the project, the date when the project was performed and completed, the location of the project, the nature and extent of Proposer's involvement, the total dollar value of the project, the key personnel involved and their roles, and client reference information for the project.

(b.) Integration to the City's Applicant Tracking System.

As applicants are evaluated based on the information that is entered into the City's Taleo Applicant Tracking System, it is important that the background information provided to the City as part of this assessment be the same that is screened and verified by the Proposer. As a result, the City is requiring that certain automated integration points to and from the City's Taleo system be provided by the Proposer as part of the Background Screening services. Specifically, an applicant enters certain information into Taleo that is to be electronically transferred to the Proposer's system. This transfer from Taleo will be the trigger to initiate the background screening services. It is likely that many applicants will need to provide additional information to the Background Screening vendor if the required information has not previously been entered into the Taleo system. The Proposer must include the approach, implementation costs and plan for providing the integration service as part of the Proposal. Additionally, the City requires that the results of the Background Screening be transferred electronically back to the City's Taleo System from the Proposer. Proposer must include a recommendation for the level of detail to be integrated back to the Taleo system after the background services are completed by Proposer. Additional detail pertaining to Integration requirements and details can be found in **EXHIBIT 1**.

(c.) Proposer's Team, including required documents for all team members, including Proposer.

If Proposer proposes that major portions of the work will be performed by different team members (joint venture partners, subcontractors, etc), Proposer must provide the required information as described below for **each** such team member.

I. Company Profile Information (Complete Form in Exhibit 4)

If Proposer is a business entity that is comprised of more than one legal participant (e.g., Proposer is a general partnership, joint venture, etc.), then Proposer must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

If Proposer has a prime consultant/subcontractor relationship instead, this information regarding role, involvement and experience is also required for any subcontractor that is proposed to provide a significant portion of the work.

Provide a chronological history of all mergers and/or acquisitions involving the Proposer team members, including all present and former subsidiaries or divisions and any material

restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

If Proposer is a joint venture, attach a copy of the joint venture or partnership agreement signed by an authorized officer of each formalized partner. Each partner must execute:

- (i) Separate Economic Disclosure Statement and Affidavit (“EDS”), shown in Exhibit 7 completed by each partner and one in the name of the joint venture or partnership business entity. (Complete Form in Exhibit 7)
- (ii) Insurance certificate in the name of the joint venture or partnership business entity.

II. Company References/Client Profile (Complete Form in Exhibit 6)

Proposer must provide five (5) recent client references of similar scope and size, of which at least two (2) should be client references that are integrated with an HRIS system, and at least one (1) from a public entity on contracts of similar scope and magnitude as described in this RFP. Experience with Taleo integration is not limited to experience integrating background investigative services to Taleo. At least two (2) references must be for similar Implementation Services as described in this RFP. Experience will not be considered unless complete reference data are provided.

References may be for Prime and/or Sub-Contractors. If Proposal includes a Sub-Contractor in a key role, at least one reference must be for the Sub-Contractor.

The City may solicit from previous clients, including the City of Chicago, or any available resource, relevant information concerning Proposer’s record of past performance.

III. Capacity to Perform City Projects

Describe how any uncompleted projects will affect your ability to deliver services, capacity to perform within City’s timeline and affect dedicated resources committed to the City’s project. Proposer must provide a summary of current and future projects and commitments and projected completion dates. Identify what percentage of the services will be performed utilizing your own workforce, equipment and facilities? What percentage of the work will be subcontracted? Additionally, Proposal should include intended plans for staff acquisition in support of this project.

IV. Business License / Authority to do Business in Illinois

Proposer must provide copies of appropriate licenses or certifications required of any individual or entity performing the services described in this RFP in the City of Chicago, County of Cook and State of Illinois, for itself, its partners and its subcontractors, including evidence that Proposer is authorized by the Secretary of State to do business in the State of Illinois. Provide copies with the Proposal submission.

For City of Chicago business requirements visit the Department of Business Affairs and Consumer Protection (DBA&CP) website for additional information:
www.cityofchicago.org/businessaffairs

If required by law, Proposers are required to have an Illinois Business License. See the State of Illinois Department of Business Services website for additional information:
www.cyberdriveillinois.com

Additionally, please visit the State of Illinois' Division of Professional Regulation for information regarding the State of Illinois' Professional Certifications:
<http://www.idfpr.com/DPR/>

4. Project Management

Proposer must detail the methodology and approach for managing the services (both implementation and ongoing services) described in this RFP. Methodology should include Proposer's approach to project management and controls, project scheduling, budget management, risks/issue management, including philosophy and escalation procedures. Methodology should include Proposer's approach to quality management for both implementation and ongoing services. Proposer's escalation procedures within Proposer's organization and communications to the City must be included within the description of the methodology.

Proposer must additionally include the following items under Methodology:

(a.) Implementation Plan

Proposer must provide a comprehensive and detailed plan which includes the following components for implementing the services:

I. Organization Chart

This organizational chart identifies all parties involved with implementing and providing ongoing support for the services contained in this RFP. The Proposer is to include an organization chart which clearly illustrates all firms (joint venture partners, if any, subcontractors); their relationship in terms of proposed duties; and key personnel involved and the following information:

- i. A chart which identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated.
- ii. The specific role of each of the firms in a team or joint venture must be described for each proposed task/work activity.

II. Dedicated Resources (must include at a minimum the Implementation Project Manager and Client Support Manager):

- i. Describe facilities, equipment, personnel, communication technologies and other resources available for implementing your plan.
- ii. Staffing requirements. Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the City of Chicago.
- iii. Submit resumes of all key staff who will be supporting the project, but minimally the Implementation Project Manager and Client Support Manager. Resumes must include previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history.

III. Detailed Implementation Plan

Proposer must provide a detailed description and plan ("Implementation Plan") for activities to implement and test setup and configuration of Proposer's system. This plan should also include all tasks required for integrating Proposer's system to the Taleo system if the Proposer is proposing an integrated solution. This Implementation Plan must include:

- i. An activity level, resource loaded project plan for all Implementation activities described under the Implementation section described in Exhibit 1,
- ii. Detailed tasks and plans for gathering information about the current City processes for Background Screening and recruiting activities specific to Background Screening,
- iii. Establishment of processes, procedures and systems for measuring all Performance Metrics and Reporting,
- iv. Documentation of any required configuration in the Taleo zone to support Background Screening activities (if Proposal includes integration from Proposer's system to the Taleo system),
- v. Analysis and documentation of security requirements and configuration in Proposer's software and Taleo (if Proposal includes integration from Proposer's system to the Taleo system),
- vi. Documentation of any additional processes required by the City to support Proposer's proposal for all required Background Screening,
- vii. Training of assigned City staff in the use and support of the Background features
- viii. Turnover and transition activities to the City,
- ix. Any other tasks required to complete a successful Implementation,
- x. Assumptions of the role of the City and any other third parties with regards to the Implementation.

(b.) Status Review and Reporting Requirements

For ongoing services, Proposer must identify routine status review and reporting for ongoing Background Screening services. Proposer should confirm that one of the roles of the Client Service Manager is to coordinate and conduct routine status meetings with key City personnel. Minimum levels of routine review and reporting include:

- i. Background Screening completed (by Package and a la carte)
- ii. Background Screening in process (including aging)
- iii. Background Screening that cannot be completed (including cause)
- iv. On-line access by the City to the status of a specific Background Screening, including results to date
- v. Any system outages at Proposer's site
- vi. Help Desk Calls (including # calls closed, # outstanding)
- vii. Per Call and Average Time to close Help Desk Calls
- viii. Status of Outstanding New Requests for features and enhancements
- ix. Risks/Issues

(c.) Proposer Project Assumptions

The Proposer Managers will manage the activities between the City and the Proposer organization. In addition to other assumptions outlined within this RFP, the Proposer Managers are responsible for the execution and coordination of all implementation and ongoing service activities.

Additionally, the following are key assumptions pertaining to Proposer. Proposer must confirm adherence to these assumptions in the Proposal:

- i. Proposer will follow all City project, security and technical standards, including documented standard operating procedures. All Service Provider Deliverables will conform to the City standards and/or documented procedures. (These standards can be located in the City of Chicago Website, under the Department of Innovation and Technology - http://www.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/CityStandards.pdf)

- ii. Proposer shall notify City in writing in advance in the event that Proposer is unable to meet any documented deliverable as a result of a City limitation of resource or availability of human or technical resources.
- iii. Proposer must encrypt any in-transit and “at rest” Personal Information as defined by the Illinois Personal Information Act (<http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=094-0036>). Personal Information must be encrypted for the fully integrated solution.
- iv. Proposer must adhere to the City of Chicago Security policies that can be located on the City of Chicago Website, under the Innovation and Technology Department. (<http://www.cityofchicago.org/securitypolicies>)
- v. The City owns all City related Background Screening data residing on Proposer’s computers and files
- vi. Proposer services operate under the Federal Credit Act Compliancy guidelines.
- vii. Implementation Services must be completed and the City acceptance, including the proposed integration solution, no more than three (3) months after the Contract is awarded by the City.
- viii. Proposer shall be responsible, at no cost to the City, for any orientation or training of Proposer resources as a result of unplanned vacancies by Proposer.
- ix. Proposer should outline any additional assumptions Proposer may have made in putting together their Proposal.

5. **Services Required**

Proposer must include a comprehensive and detailed description of the Services and process by which Proposer will provide the Services as further described in **EXHIBIT 1** of this RFP. Proposal must provide a detailed plan which addresses the City’s requirements and preferences for providing the services, including service level requirements, as outlined in the RFP.

Specifically, Proposer **must** include the following information:

(a.) In the area of **Background Screening Services**, Proposer must minimally:

- i. Demonstrate the ability to perform each of the checks contained in **EXHIBIT 1. Table 1**,
- ii. Describe the process for performing International Background Screening,
- iii. Describe the process for adding or modifying packages during the term of the contract,
- iv. Provide samples of the reports and queries as identified in **EXHIBIT 1.I.B**,
- v. Describe the process for the City to obtaining reports (on-line or hard-copy),
- vi. Include the retention policies and procedures all Background screens; include the procedures for notifying the City before the end of Proposer’s retention period,
- vii. Describe Proposer’s technology and policies associated with security as described in **EXHIBIT 1.I.D.**; identify any security breaches that have occurred in the last two (2) years,
- viii. Include an alternative option for approval by applicants with Disabilities if Proposer is recommending electronic or on-line approvals ,
- ix. Provide evidence that electronic approval has been reviewed and approved by Proposer’s external auditors if Proposer is recommending electronic approvals.

(b.) In the area of **Implementation Services**, Proposer must minimally:

- i. Provide a business process and technical solution for an integrated solution to the City’s Taleo software,
- ii. Include all technical assumptions for the integration proposed solution to and from the Taleo software,
- iii. Include assumptions associated with integration for each Background Screening option, including any assumptions for any particular screen that cannot be integrated,

- iv. Include any Certification in the Taleo Partner Program or describe how Proposer would accomplish integration with Taleo,
- v. Include all assumptions for City's role associated with the implementation of services,
- vi. Include Proposer recommendation for the level of information that will be returned to Taleo after the completion of a specific Background Screen.

(c.) In the area of **Maintenance and Upgrade Services**, Proposer must minimally:

- i. Confirm that Proposer provides all software maintenance and upgrades services as described in **EXHIBIT 1.II.B.**

(d.) In the area of **Customer Service and Support**, Proposer must minimally:

- i. Confirm the hours of operation of Proposer's Help Desk,
- ii. Describe the process of receiving, logging, classifying and monitoring calls to the Help Desk,
- iii. Describe Proposer's process for assigning priorities and working on issues that are logged through Proposer's Help Desk
- iv. Describe the escalation processes and procedures as further outlined in **EXHIBIT 1.III.A,**
- v. Include a description of all Implementation and ongoing Training and Documentation activities associated with these Services.

6. Professional Qualifications and Specialized Experience of Key Personnel Committed to the Scope of Services.

The City is requiring that at least two (2) resources ("Proposer Managers") be named by Proposer resources in the Proposal - Implementation Project Manager and Client Support Manager. Proposer may include resumes of other key resources to be assigned to the City account.

(a.) **Proposer must submit the following information for the proposed Implementation Project Manager:**

- i. Title and reporting responsibility
- ii. Pertinent areas of expertise and past experience
- iii. Percent of time and hours required to perform Implementation services
- iv. Base location (local facility, as applicable)
- v. Resumes or corporate personnel profiles which describes their overall knowledge base, skill sets, experience and expertise
- vi. References, including: name, address and telephone number of contact person, and brief description of work history

(b.) **Proposer must submit the following information for the proposed Client Support Manager:**

- i. Title and reporting responsibility
- ii. Pertinent areas of expertise and past experience, specifically in the areas of Service Level management and reporting, status reporting, and problem solving
- iii. Percent of time that Client Support Manager will be dedicated to the City account
- iv. # of accounts that the Client Support Manager is responsible for
- v. Base location (local facility, as applicable)
- vi. Resumes or corporate personnel profiles which describes their overall knowledge base, skill sets, experience and expertise
- vii. References, including: name, address and telephone number of contact person, and brief description of work history

7. Preliminary Cost Proposal Detail

The City is requesting a “Fixed Unit Price” solution. Detailed information regarding the costs for the Implementation services is also required. **EXHIBIT 2 – PRELIMINARY COST PROPOSAL** (MS Excel Workbook) contains instructions for submitting costs for the Screening and Implementation services. Workbook (or tabs) lettered A through G in the spreadsheet must be completed in the submitted Proposal. The Proposer is responsible for disclosing charges or fees not listed in the workbook that the City would incur with the Proposer, before, during or after the Implementation. All costs **must** be included in the Proposal for the Proposal to be evaluated. If there are no costs associated with a specific service or implementation line item, the Proposer must enter \$0.0 as the value.

All Implementation and ongoing system related support costs must be included in the Proposal.

Specifically the following cost information must be included in the Proposal:

- (a.) **Exhibit 2A:** Cost/Background Screening. This is the total cost to the City of each Background Screening. As defined in this RFP, the cost will be the cost per a specific Package as defined in Exhibit 1 or an “a la carte” Background Screening. The Proposer must include the total cost of each Background Screening for each of the five years.
- (b.) **Exhibit 2B:**
 - i. International Background Screening: Proposer must provide the base cost to Proposer plus a service cost in dollars for processing International Background Checks in Exhibit 2B,
 - ii. Expedited Background Screening (Optional) Proposer may optionally provide the % increase for each Background Screening option with the reduction in Completion Time for Background Screening in Exhibit 2 B.
- (c.) **Exhibit 2C:** Cost for providing a “per application” Adverse Action service
- (d.) **Exhibit 2D:** Unit discount for combining 2 or more a la carte Background Screens for a given applicant:
- (e.) **Exhibit 2E:** Project Implementation Costs. This Preliminary Cost Proposal must include:
 - i. Costs associated with Proposer’s system and software, including all set-up, testing, security and customizations,
 - ii. Costs associated with all interfaces to and from the Taleo system for providing the proposed solution, and
 - iii. All costs for any design, set-up or configuration in the Taleo software. Costs associated with any third party consulting must be included in the Response. Proposer is responsible for all work and deliverables for any third party that Proposer engages for Implementation Services.
- (f.) **Exhibit 2F:** Ongoing Maintenance and Upgrade Costs; Optional Expanded Help Desk Services.
- (g.) **Exhibit 2G** Hourly report development costs.

For purposes of comparing costs between Proposers, Proposers must not deviate from the pricing elements outlined in **EXHIBIT 2 – PRELIMINARY COST PROPOSAL**. Failure to provide the pricing details required in this Workbook will be considered non-responsive and the Proposal may be rejected.

The City reserves the right to negotiate the final fixed price, terms and conditions with selected Proposer.

8. Guaranteed Service Levels

Proposer must include Guaranteed Service Levels as further described in **EXHIBIT 3**. The Proposer must describe how each service level will be monitored and reported.

To be further considered, Proposals **must** include completion of the following tables:

- (a.) **EXHIBIT 3. Table 1** – Guaranteed Service Levels for Completion Times for Background Screening
- (b.) **EXHIBIT 3. Table 2** - Guaranteed Service Levels for Quality of Background Screening
- (c.) **EXHIBIT 3. Table 3** - Guaranteed Service Levels for Help Desk Services:
 - i. Help Desk Call Answer Time
 - ii. Help Desk Ticket Assignment Time
 - iii. Help Desk Ticket Resolution Time

Failure to meet the minimum service requirements will subject Proposer to interim remedies in the form of service credits or “Fee Reduction”. The City shall have the option of terminating the services with the Proposer if service levels are not met as described.

For purposes of comparing service levels between Proposers, Proposers should not deviate from the elements outlined in **EXHIBIT 3 – GUARANTEED SERVICE LEVEL PROPOSAL**. Failure to provide the service level details as required in this workbook will be considered non-responsive and the Proposal may be rejected.

The City reserves the right to negotiate the final service levels, assumptions and conditions with selected Proposer.

9. Minority and Women Business Enterprises Commitment

It is the policy of the City of Chicago that local business certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-450 of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses shall have the maximum opportunity to participate fully in the performance of all City contracts.

The Chief Procurement Officer has determined that the nature of the services that will be provided under any contract awarded pursuant to this RFP are such that direct nor indirect subcontracting opportunities may not be practical or cost-effective. Therefore, there will be no stated goals for MBE/WBE participation resulting from any contract awarded as a result of this RFQ/RFP process. This determination is being made pursuant to Section 2-92-450 of the Municipal Code of Chicago.

10. Financial Statements

Proposer must provide a copy of its audited financial statements for the last 3 years. Proposers that are comprised of more than one entity must include financial statements for each entity. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

If Proposer is unable to provide audited financial statements, state the reasons in your Proposal response and provide financial documentation in sufficient detail to enable the City to assess the financial condition of your company.

Sufficient alternate documentation would be unaudited financial statements from those Proposers not required to have their financial statements audited. At a minimum, the statements need to be the balance sheets and income statements (or equivalent) for the requested three years. Assets/liabilities and

income/expense must be presented in adequate detail for the City to assess the financial condition of the Proposer.

11. Economic Disclosure Statement (“EDS”) and Affidavit

Proposer must submit a completed and executed Economic Disclosure Statement and Affidavit. If Proposer is a business entity other than a corporation, then each member, partner, etc., of Proposer must complete an EDS, as applicable, per instructions. In addition, any entity that has an interest in Proposer or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an “entity holding an interest in an Applicant” as described in the EDS. All affidavits must be notarized. The EDS form is attached to this RFP as Exhibit 7.

Proposer must not scan or otherwise reproduce the EDS form for purposes of altering the form.

Subcontractors may be asked, at the City’s discretion, to provide an EDS during the evaluation process.

12. Legal Actions

Proposer must provide a listing and a brief description of all material legal actions, together with any fines and penalties, for the past 5 years in which (i) Proposer or any division, subsidiary or parent entity of Proposer, or (ii) any member, partner, etc., of Proposer if Proposer is a business entity other than a corporation, has been:

- a. A debtor in bankruptcy; or
- b. A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
- c. A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- d. A defendant in any criminal action; or
- e. A named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- f. A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- g. A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

The City reserves the right to request similar information from any of your subcontractors during the evaluation process.

13. Acceptance of City Contract Terms.

Proposer must include a statement of any objections or comments regarding the City of Chicago Standard Terms and Conditions and Special Terms and Conditions attached to this RFP as Exhibit 9 and Exhibit 10.

14. Insurance.

Prior to contract award, the selected Proposer will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 8.

6. EVALUATING PROPOSALS

An Evaluation Committee, which will include representatives from the Department of Human Resources and the Department of Procurement Services and may include representatives of other departments of the City (“Evaluation Committee” or “EC”), will review and evaluate the Proposals, as described below.

The RFP proposal evaluation process is organized into three phases:

- Phase I: Preliminary Proposal Assessment
- Phase II: Proposal Evaluation
- Phase III: Site Visits and/or Oral Presentation, System Demonstrations (if necessary)

Phase I- Preliminary Proposal Assessment

Phase I will involve an assessment of the Proposer’s compliance with and adherence to all submittal requirements requested in **Section 5.2. REQUIRED CONTENT OF PROPOSALS**. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to “non-responsiveness”. Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

Phase II- Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Proposer’s proposal meets the project requirements set forth in the RFP. Phase II will include a detailed analysis of the Proposer’s entire submittal based on the evaluation criteria outlined in **Section 6. EVALUATING PROPOSALS**.

As part of the evaluation process, the EC will review the information required by **Section 5. PREPARING PROPOSALS: REQUIRED INFORMATION** for each Proposal received. The EC may also review any other information that is available to it, including, but not limited to information gained by checking references and by investigating the Proposer’s financial condition.

The City reserves the right to seek clarification on any information that is submitted by any Proposer in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Proposer may void the Proposal and eliminate the Proposer from further consideration.

The City reserves the right to enlist independent consulting services to assist with the evaluation or all or any portion of the Proposal responses as it deems necessary.

In addition, the Evaluation Committee will review the Proposer’s Proposal in terms of overall responsiveness and completeness with respect to the requirements outlined in the RFP using the following criteria (not necessarily listed in order of importance):

- A. Professional and Technical Competence
 - 1. Ability to provide the Services described in the RFP, including capacity to achieve the project goals, objectives and scope of services described in this RFP.
 - 2. Professional Qualifications and Specialized Experience of Proposer in providing Background Screening Services, including successful implementations integrating their service delivery and software with the Taleo software as described in this RFP.
 - 3. Demonstrated ability to define and consistently deliver performance for Services.
 - 4. Past and Current Performance of the Proposer (and Team members) on other contracts in terms of quality of services and compliance with performance schedules. The Committee

may solicit from current and/or previous clients including the Chicago of Chicago, other government agencies or any available sources, relevant information concerning the Proposer's record of performance.

- B. Quality, Comprehensiveness and Adequacy of the proposed Service Plan, including Background Screening results and reporting, Implementation Services for providing Background Screening services, maintenance and upgrade services, support and training services, and engagement management services.

The Evaluation Committee will review each Proposal for the Proposer's understanding of the City's requirements and preferences for services and how the requirements and objectives may be best accomplished. Each Proposer will be evaluated on its overall strategy, service delivery strategy, integration to the Taleo software, implementation plan and approach to meeting the City's requirements.

- C. Methodology for implementation and ongoing services, including quality, budget and risk management.
- D. Demonstrated ability to Implement the Services ("Implementation Plan") and integration to the Taleo software as described within this RFP.
- E. Ability to meet and support the overall assumptions as documented in the Proposal for Proposer and City activities for Implementation and ongoing Services.
- F. Ability to deliver and perform the Status Review and Reporting Requirements.
- G. Preliminary Cost Proposal Detail relative to information provided in Exhibit 2.
- H. Proposed Guaranteed Service Levels and assumptions as stated by the Proposer.
- I. Legal Action – The EC will consider any legal actions, if any, against Proposer and any division, subsidiary or parent company of Proposer, or against any member, partner, etc. of Proposer if Proposer is a business entity other than a corporation.
- J. Financial Stability – The EC will consider the financial condition of Proposer. Proposer must be financially stable to ensure performance over the duration of the contract.
- K. Compliance with Laws, Ordinances, and Statutes – The EC will consider Proposer's compliance with all laws, ordinances, and statutes governing the contract.
- L. Conflict of Interest – the EC will consider any information regarding Proposer, including information contained in Proposer's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Proposers' ability to satisfactorily perform the proposed services or undermine the integrity of the competitive procurement process. If any Proposer has provided any services for the City in researching, consulting, advising, drafting or reviewing of this RFP or any services related to this RFP, such Proposer may be disqualified from further consideration.
- M. Acceptance of City Standard Terms and Conditions, Exhibit 9 and Special Conditions, Exhibit 10 enabling the successful negotiation of a contract.

7. SELECTION PROCESS

After the Evaluation Committee ("EC") completes its review of the Proposals in Phase II, it may submit to the Commissioner of the Department of Human Resources a recommended shortlist of Proposers (Phase III), or the EC may forgo Phase III and submit a recommendation to engage in contract negotiations with one Proposer, or a recommendation to reject any or all Proposals.

Phase III-Site Visits and/or Oral Presentations and/or System Demonstrations.

If the EC submits a shortlist of Proposers for further review, then, in the sole discretion of the Chief Procurement Officer, those short listed Proposers may be subject to a site visit and/or invited to appear before the EC for an oral presentation and/or system demonstration of the functionality and features of the proposed service offerings, to clarify in more detail what was submitted in Proposer's Proposal, and/or to ask Proposer to respond to additional questions. Afterwards, the EC will make a final evaluation, including a final ranking of the Proposers. The EC will submit a recommendation to the Commissioner of Human Resources.

The Commissioner of Human Resources will make a final recommendation to select one Proposer.

If the Commissioner of Human Resources makes a vendor selection recommendation,, the recommendation will be forwarded to the Chief Procurement Officer for concurrence and authorization to enter into contract negotiations with the selected Proposer.

The City will require the selected Proposer to participate in contract negotiations. The City's requirement that the selected Proposer negotiate is not a commitment by the City to award a contract. If the City determines that it is unable to reach an acceptable contract with the selected Proposer, including failure to agree on a fair and reasonable cost proposal for the Services or any other terms or conditions, the Commissioner of Human Resources may ask the Chief Procurement Officer to terminate negotiations with the selected Proposer, and to negotiate with any other qualified Proposers, until such time as the City has negotiated a contract meeting its needs.

The City reserves the right to terminate this RFP solicitation at any stage if the Chief Procurement Officer determines this action to be in the City's best interests. The receipt of Proposals or any other documents will in no way obligate the City of Chicago to enter into any contract of any kind with any party.

8. ADDITIONAL DETAILS OF THE RFP PROCESS

8.1 Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent to all of the prospective Proposers who are listed on the Department of Procurement Services official "Take Out Sheet" prior to the Proposal due date. Prospective Proposers are automatically listed when they sign or leave a business card for a copy of the RFP package in the Bid and Bond Room. If a Proposer has downloaded a copy of the RFP from the City's Department of Procurement Services' website, or has otherwise received a copy of the RFP, Proposer must be listed on the Take Out Sheet in order to be sent an addendum. Addenda will be posted on the Department of Procurement Services website; however it is required that all prospective Proposers be listed on the Take Out Sheet. Each addendum is incorporated as part of the RFP documents, and the prospective Proposer must acknowledge receipt in the Cover Letter.

The addendum may include, but will not be limited to, the following:

1. Responses to questions and requests for clarification sent to the Department of Procurement Services according to the provisions of Section 4.1.1; or
2. Responses to questions and requests for clarification raised at the Pre-Proposal Conference or by the deadline for submission of questions.

8.2 City's Rights to Reject Proposals

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP; or that do not contain at least the information required by Section 5. If no Proposer is selected through this RFP process, then the Chief Procurement Officer may utilize any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago, to obtain the Services described here.

8.3 No Liability for Costs

The City is not responsible for costs or damages incurred by Proposers, member(s), partners, subcontractors or other interested parties in connection with the RFP process, including but not limited to costs associated with preparing the Proposal, participating in any conferences, site visits, system demonstrations, oral presentations or negotiations.

8.4 Prohibition on Certain Contributions – Mayoral Order 05-1

Pursuant to Mayoral Executive Order no. 05-1, from the date of public advertisement of this request for qualifications/proposals/information through the date of award of a contract pursuant to this request for qualifications/proposals/information, Proposer, any person or entity who directly or indirectly has an ownership or beneficial interest in Proposer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Proposer's proposed Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Proposer and all the other preceding classes of persons and entities are together, the "Identified Parties") must not: (a) make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee; (b) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (c) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (d) bundle or solicit others to handle contributions to the Mayor or to his political fundraising committee.

If Proposer violates this provision or Mayoral Executive Order No. 05-1 prior to the award of an agreement resulting from this request for qualifications/proposals/ information, the Chief Procurement Officer may reject Proposer's proposal.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source, which are then delivered by one person to the Mayor or to his political fundraising committee.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - i. The partners have been residing together for at least 12 months.
 - ii. The partners have common or joint ownership of a residence.
 - iii. The partners have at least two of the following arrangements:
 - a). joint ownership of a motor vehicle;
 - b). a joint credit account;
 - c). a joint checking account;
 - d). a lease for a residence identifying both domestic partners as tenants.
 - iv. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

Any contract awarded pursuant to this solicitation will be subject to and contain provisions requiring continued compliance with Executive Order 2005-01.

8.5 False Statements

(a) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(b) 1-21-020 Aiding and Abetting.

Section 1: Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

Exhibit 1

SCOPE OF SERVICES

Table of Contents for Exhibit 1

Section 1.	Background Screening Services	22
	Background Screening	
	Table 1. List and Description of Background Screening	
	- Background Screening Packages	
	- Reporting and Queries	
	- Retention of Background Screening	
	- Information Access and Security	
	Implementation, Maintenance and Upgrade Services	33
	Implementation Services	
	Maintenance and Upgrade Services	
	Customer Service and Support	36
	Help Desk Services	
	Escalation Procedures	
	Training and Documentation	
Section II.	Service Level Requirements	37
	Completion Time for Background Screening	
	Quality of Background Screening	
	Help Desk Service Levels	

Section 1. BACKGROUND SCREENING SERVICES

This exhibit provides a detailed description of the scope of services:

- **Background Screening Services**
- **Implementation, Maintenance and Upgrade Services**
- **Customer Service and Support Services**

I. Background Screening

Background Screening is intended to validate and confirm that the applicant's reported background and job history are consistent with what was originally reported by the applicant. Additional optional checks may be requested or required by the City. Currently, the City requests a signed consent form from the Applicant prior to the initiation of Background Screening. The Proposer must include whatever applicant and/or City approval options are available to obtain the applicant's approval for Background Screening including how the approval is to be obtained. At the time of the issuance of this RFP, electronic signatures are not available within the Taleo software; Proposer must include service options for obtaining applicant approval for Background Screening, either electronic or paper approvals.

If the Proposer is recommending electronic or on-line approvals to perform Background Screening for an applicant, the Proposer must have an alternative option for approval by applicants with Disabilities. If electronic approvals are to be recommended, the Proposer must provide evidence that electronic approvals have been reviewed and approved by Proposer's external auditors.

The Proposer must demonstrate the ability to perform each of the checks contained **Table 1** (attached).

The City recruits and eventually hires a number of employees with international education and work experience. The Proposer must demonstrate the capability for checking international education/degrees, international professional reference checks, international employment experience and international professional licensing. Additionally, Proposer must describe the process for performing the international Background Screening as required within this RFP. The City currently requires the applicant (or transfer) to provide an evaluation of foreign degree at the cost of the applicant (or transfer) via the National Association of Credential Evaluation Services. Proposer must validate the information submitted.

Background Screening requirements are contained in this section. Description of key terms:

- ☐ **Type of Background Screening** – a specific Background Screening that Proposer is requested to include in the proposal
- ☐ **Background Screening Description** – additional information pertaining to a specific Background Screening
- ☐ **Other Considerations** – specific description of process deployed; any limitations or additional City or applicant processing required to complete or to initiate a specific Background Screening that cannot be fully automated via the Taleo to Proposer's system integration.

Proposer should include any additional, optional Background Screening offered by Proposer. Five-year costs should also be included for any additional Background Screening added by Proposer.

The City is likely to request a specific Background Screening via selecting a pre-defined Package. A pre-defined Package will comprise a specific set of checks for an applicant (see Section I.A Background Screening Packages). However, the City also has the flexibility in requesting one or more individual checks for a specific applicant (referred to as "a la carte").

The City is requesting that the Proposals include costs and service levels for Background Screening for normal processing time. However, if Proposer has an option for expediting a specific Background Screening, Proposer should include both the incremental cost and the reduction in time to complete the background costs within the Proposal.

Table 1. List and Description of Background Screening

ID	Type of Background Screening	Background Screening Description	Other ¹ Considerations
Background and History Verification			
H.1	Social Security Number Verification/ Social Security Number Trace	Perform Social Security number search (both verification and trace checks). Listing of all known aliases generated by the SSN trace. Listing of all prior known addresses for past seven (7) years as returned by the SSN trace.	Proposer must describe options for obtaining same or similar information if the Social Security Number is not available for a particular candidate. Proposer must include any limitations in obtaining Social Security Number Verification.
H.2	Professional Reference Checking ²	Professional references checked. Verification of professional references, type of relationship, with scripted questions about the applicant.	Proposer to demonstrate method for checking references. Proposer to include follow-up activities and actions taken if reference cannot be contacted. Proposer to include scripted questions used for reference checking. Proposer must include any limitations in obtaining Professional Reference Checks.
H.3	Employment History/Employment Verification	Verification of employer name, employer address, employer phone number, salary, date of hire, date of departure. Wherever possible, confirm the experience, title and positions held by applicant.	Proposer to explain process for employment verification. Proposer to describe options available if prior employers are not willing or not available for employment verification.

¹ Limitations include (not exclusively) limitations in obtaining information and any technical limitations interfacing the original request from the Taleo software or results to the Taleo software.

² Proposer is to draft scripts for City's approval.

ID	Type of Background Screening	Background Screening Description	Other ¹ Considerations
			Proposer must include any limitations in obtaining Employment History/Employment Verification.
H.4	Education Verification	Verification of educational institution(s), degree(s) and year(s) for education as specified by the candidate.	Proposer to explain process for employment verification, including what actions are taken if additional verification or actions are required by the candidate (i.e. certain schools require direct actions taken by the candidate). Proposer to describe options for obtaining verification of international education. Proposer must include any limitations in obtaining Education Verification.
H.5	Motor Vehicle Record Verification (DMV/MVR)	• Verify Driver License • Verify Driver License Type • Conviction History	Proposer must include any limitations in obtaining Motor Vehicle Record Verification.
P.1	Professional License Verification	Searches to confirm Professional licensing that is required for specific positions within the City. Proposer should include the specific results that will be reported to the City for Professional License Verification (for example, specific information such as the name and address of the licensee; the licensing agency; license type, number, and class; license classification (business or personal); status of license; and issue and expiration dates).	Proposer to explain process for Professional License Verification, including what actions are taken if additional verification or actions are required by the candidate. Proposer to describe options for obtaining verification of international licensing. Proposer must include any limitations in obtaining Professional License Verification.
P.2	Military Record Verification	Search to provide information for military experience. Discharge status.	Proposer must include any limitations in obtaining Military Record Verification.
P.3	Background Screening for Volunteer Experience	Proposer to provide options for confirming and verifying applicant volunteer experience.	Proposer must include any limitations in obtaining Volunteer Experience verification.

ID	Type of Background Screening	Background Screening Description	Other ¹ Considerations
P.4	Professional Certifications	Proposer to provide options for confirming and verifying professional Certifications for applicant.	Proposer to explain process for Professional Certification Verification, including what actions are taken if additional verification or actions are required by the candidate. Proposer to describe options for obtaining professional certifications of international licensing. Proposer must include any limitations in obtaining Professional Certification Verification.
C.1	Fingerprint Check, Criminal Background Screening (State, National, Local) Criminal Record Search ³	Criminal (felony and misdemeanor) background searching	Proposer to explain process for obtaining applicant information pertaining to criminal searches. Options (i.e. state and national search) must be included in the responses. Proposer must include any limitations in obtaining information pertaining to obtaining prior convictions.
C.2	Sex Offender Search	Enhanced nationwide sex offender registry search – search against all available statewide Megan’s Law repositories for given name and all known aliases.	Proposer to explain process for obtaining applicant information pertaining to past history of sex offenses. Options (i.e. state or national search) must be included in the responses. Proposer must include any limitations in obtaining information pertaining to obtaining prior sex offender convictions.
C.3	Credit History	Credit history check	Proposer to explain process for obtaining applicant information pertaining to current and prior credit history. Proposer must include any limitations in obtaining information pertaining to obtaining prior convictions.
C.4	Government Fraud Search (Medicaid, Medicare)		Proposer to explain process for obtaining applicant information pertaining to government fraud

³ The City currently uses a digital process for fingerprinting.

ID	Type of Background Screening	Background Screening Description	Other ¹ Considerations
	Welfare Student Loans Other)		occurrences. Options (i.e. state or national search) must be included in the responses. Proposer must include any limitations in obtaining information pertaining to obtaining any government fraud convictions.
C.5	Criminal Search	Multi Jurisdictional criminal search for candidate, including all aliases. Proposer must define any linkage between a Criminal Background search and the Terrorist Watch Search.	Proposer to include process and databases for completing criminal search. Proposer must include any limitations in obtaining information.
C.6	Terrorist Watch Search.	Terrorist watch list search. Proposer must define any linkage between a Criminal Background search and the Terrorist Watch Search.	Proposer to include process and databases for completing Terrorist Watch search.
C.7	Federal Court Record Search	Screening of relevant federal jurisdiction based on 7 year address history for presence of federal crimes.	Proposer to include process and databases for completing Federal Court Record Search.

ID	Type of Background Screening	Background Screening Description	Other Considerations
Other Searches			
O.1	International Background Screening	Demonstrate the capability for checking international education/degrees, international professional reference checks, international employment experience and international professional licensing.	Proposer to explain process for obtaining additional international applicant information pertaining to applicants with international education or work experience. Proposer must include any limitations in obtaining information pertaining international Background Screening (specific to the categories defined above), including countries.
O.2	Verification of residency in the City of Chicago. ⁴	Demonstrate the capability for verifying that applicant resides in the City of Chicago.	Proposer to explain process for verifying that applicant resides within the City of Chicago. Proposer must include any limitations in obtaining information pertaining City of Chicago residency.

⁴ With rare exceptions, the City requires that the applicant must be a resident of the City of Chicago at the time of employment. Proposer is to include the process Proposer would use for verifying City residency as part of the Proposal. Proposer must propose one single, recommended solution and costs for providing Residency verification. The Proposer may optionally provide alternatives for confidence level for Residency verification or alternate costs on a separate Attachment.

I.A. Background Screening Packages

The City typically categorizes the required Background Screening by each position based on the position's minimum requirements. Certain positions require only a Social Security Number Verification; others require several types of Background Screening; still others require a "custom" set of Background Screening. The City has identified certain "typical" and widely used Background Screening scenarios (referred to as Background Screening Packages). While these are the known required Packages at this time, the Proposer must describe the process for adding or modifying existing packages as part of the Proposal.

The known Packages are:

Package 1:

1. Social Security Number Verification/ Social Security Number Trace (all known aliases, listing of all prior known addresses for past 7 years)

Package 2:

1. Social Security Number Verification/ Social Security Number Trace (all known aliases, listing of all prior known addresses for past 7 years)
2. Employment History/Employment Verification (maximum 3)
3. Professional References (maximum 2)

Package 3:

1. Social Security Number Verification/ Social Security Number Trace (all known aliases, listing of all prior known addresses for past 7 years)
2. Education Verification
3. Employment History/Employment Verification (maximum 3)
4. Professional References (maximum 2)

Package 4:

1. Social Security Number Verification/ Social Security Number Trace (all known aliases, listing of all prior known addresses for past 7 years)
2. Professional License Verification (maximum 1)
3. Employment History/Employment Verification (maximum 3)
4. Professional References (maximum 2)

Package 5:

1. Social Security Number Verification/ Social Security Number Trace (all known aliases, listing of all prior known addresses for past 7 years)
2. Employment History/Employment Verification (maximum 3)
3. Professional License Verification(maximum 1)
4. Professional Certifications (maximum 2)
5. Professional References (maximum 2)

Package 6:

1. Social Security Number Verification/ Social Security Number Trace (all known aliases, listing of all prior known addresses for past 7 years)
2. Employment History/Employment Verification (maximum 3)
3. Professional License Verification (maximum 1)
4. Education Verification
5. Professional References (maximum 2)

A La Carte Options:

The following “a la carte” screens may be requested:

1. Each individual search contained in a Package above may be requested as part of an a la carte Background Screening request
2. Additional Employment History/Employment Verification
3. Criminal Search (Multi Jurisdictional)
4. Terrorist Watch List Search
5. Federal Court Record Search
6. Additional License Verification
7. Motor Vehicle Record Verification
8. Government Fraud Search
9. Professional Reference Checking
10. Military Record Verification
11. Volunteer Reference Checking
12. Sex Offender Search
13. Additional Professional License Verification
14. Additional Professional Certifications
15. Residency in the City of Chicago

While the specific Background Screening Package and/or A La Carte Background Screenings may vary based on a specific candidate’s background relative to the requirements associated with a given position, the following table represents a representative distribution of Background Screenings for City new hires and transfers based on historical numbers. Historical hires and transfers may or may not be representative of the future number of hires and/or transfers within the City.

Package Number	Number of Screens* (annual)
Package 1	1930
Package 2	166
Package 3	1238
Package 4	10
Package 5	215
Package 6	15
Total	3574

*These numbers represent an estimate of the total number and types of screens that the City will require on an annual basis from Proposer. The total number of screens and distribution will vary based on a number of factors in the hiring and promotion processes internal to the City. It is estimated that fewer than 10% of Background Screening Packages also have one or more a la carte checks in addition to the screens in the base Package.

Proposer should include any additional, optional Background Screening offered by Proposer. Five-year costs must also be included for any additional types of Background Screening added by Proposer.

The Proposer is required to submit per check costs for each Package. Additionally, the Proposer is required to submit costs associated with each a la carte option, **including a discount that will be applied to the cost when two or more a la carte options are requested at one time.**

The City would prefer that the Proposer address Adverse Action finding. Proposer should provide a solution or alternative service, including costs, for addressing any Adverse Action findings with a candidate. The Proposer is to

recommend a “best practice” process for informing an applicant of an Adverse Action. It must be compliant with the Fair Credit Reporting Act. The ultimate decision authority on determining the outcome relative to hiring a candidate is with the City.

For purposes of this RFP, optional services for addressing Adverse Action findings are the direct contact with the candidate and resulting additional checking or research that would occur when a specific Background Screening cannot be verified or a specific Background Screening produces a result that is not consistent with the information supplied by the candidate for Background Screening. The Proposer will contact the applicant, confirm that the Background Screening was completed correctly and, if necessary, will re-perform the check, if additional information is supplied by the applicant. The Proposer will subsequently finalize the Background Screening and report results to the City.

I.B. Reporting and Queries

As part of the proposal, the Proposer must provide samples of the following reports:

1. Electronic and paper report of results for each type of Background Screening performed (“Background Reports” or “Screening Reports”). Sample reports provided are to include representative results for successful checks and results for checks with exceptions.
2. Real-time queries on the status of a specific Background Screening.
3. Summary reports. Samples of the following Summary Reports should be included in the proposal:
 - a. Background Searches performed – Total and By Type of Search (by month, by year, etc.)
 - b. Monthly reports of searches performed, including results for each check completed.
 - c. Status of all Background Screening in process.
4. Background Search Costs:
 - a. Cost Detail by Search
 - b. Total Cost for the Month
 - c. Year to Date Costs
 - d. Annual Costs
5. Metric/Service Level Reports:
 - a. Completion Time for Background Screening:
 - i. Average Fill Time by Package Type
 - ii. Average Fill time for each “a la carte” Background Screening request
 - b. Customer Service (Help Desk Calls):
 - i. Average Time to answer each call
 - ii. Average Time to assign a Help Desk ticket
 - iii. Average Time to close a logged issue

Proposer should include options and samples for on-line (“on demand”) queries by the City. Additionally, Proposer must include options for development of customized report development (either by City resources or by Proposer). The City must be able to determine the status of any given Background Screening, including steps performed to date as a query.

If development is to be performed by the Proposer, the response shall include the hourly cost for report development. Additionally, Proposer should include the process for scoping and delivering additional reports to the City.

I.C. Retention of Background Screening

The City has a retention requirement for all completed Background Screening. Proposer must include the retention period for all Background Screening by Proposer. Proposer must notify the City in writing no less than 90 days before the end of Proposer’s retention period. The City will have 90 days after written notification is received from

Proposer to request a copy of all Background Screening that are scheduled for removal by Proposer. The City has the option of requesting copies in electronic or hard-copy media.

I.D. Information Access and Security

Proposer must describe the technology consistent with industry best practices for firewalls and other security technology to help prevent Proposer computers from being accessed by unauthorized persons. Proposer must describe equipment and system monitoring procedures; Proposer must include resolution procedures for detecting and resolving any system and suspected security breaches, violations and suspicious (questionable) activities. At the City's request, Proposer must disable Proposer's site until the security breach is resolved. Proposer will not run any programs or procedures on City systems or networks without the City's specific knowledge and written approval, including the City hosted Taleo system.

The City will require that Proposer agree to engage a qualified, independent security firm to perform, at least on an annual basis, a network and application vulnerability audit and scan. Such audit and scans shall address Proposer's control environment, physical security, environmental security, computer operations, information security, application development standards, and data communications. Proposer must provide the results of such audit and scans to the City with the option, such to supervision by Proposer, to conduct its own testing. Upon City request, Proposer must provide City with the results of Proposer's monthly system security monitoring and audit.

Additionally, Proposer must describe security measures taken in the following areas:

- ☐ Protection of personal information of individuals being checked
- ☐ Protection of all accounts and passwords required for the City to process requests on Proposer's computers.
- ☐ Internal system security procedures in order to protect one client's data from another;
- ☐ Use of masking and encryption on all screens, queries and reports provided by Proposer;
- ☐ Physical security associated with Proposer's agents performing all Background Screening work on behalf of the City (for example placement of terminal devices, location of hard-copy reports, and access to Proposer's facilities).
- ☐ Precautions taken to secure hard copy reports and electronic files of Screening Reports within Proposer's facilities.
- ☐ Measures taken when permanently destroying all hard copy Screening Reports.
- ☐ Documented measures and procedures taken when destroying all electronic files.
- ☐ Internal policies and procedures for Proposer's employees pertaining to security and access of client's records.
- ☐ Procedures for determining and resulting documentation for the required Taleo security pertaining to Background Screening.

Proposer must list any security breaches that occurred in the last two (2) years and what corrective actions were taken as a result of the breach. Additionally, Proposer will be responsible for any costs incurred associated with a security breach directly caused by Proposer. Proposer must notify the City within 24 hours of a security breach associated with the City's installation at Proposer's site.

II. Implementation, Maintenance and Upgrade Services

II.A. Implementation Services

Proposer must provide an integrated solution to the City's Taleo software. Proposer must provide a business process and also a detailed technical solution that includes:

1. An interfaced solution where the Background Screening is initiated from within the Taleo software whereby the applicant background information is sent electronically from the Taleo system to Proposer's system. The City is requesting that the Proposer recommend the level of detail the results returned electronically to the City's Taleo system once a Background Screening is completed by the Proposer. If any portion of any Background Screening as defined in Section 3.1 above cannot be fully automated, the Proposer must include this under a section titled "Technical Limitations" in the proposal.
2. The following data will likely be available within the City's Taleo system for an applicant that can be sent electronically to the Proposer's System. The applicant may have provided additional attachments to the City as part of the application process (for example, copies of Certifications and resume). The City is open to configuring additional fields within Taleo as recommended in the proposed solution by Proposer.

a. Applicant's General Information:

- i. Source Type
- ii. First Name
- iii. Last Name
- iv. Street Address (Line 1)
- v. Street Address (Line 2)
- vi. Place of Residence
- vii. State/Province
- viii. Region
- ix. Zip/Postal Code
- x. Home Phone Number
- xi. Email Address
- xii. Preferred Contact Method
- xiii. Do you Process a valid US Driver's license
- xiv. Driver's License Endorsements
- xv. Driver's License State of Issue
- xvi. Driver's License Type
- xvii. All languages which you can read, write and speak.
- xviii. Currently employed by the City of Chicago
- xix. Bargaining Unit
- xx. Have you previously been employed by the City of Chicago?
- xxi. Information pertaining to prior employment with the City of Chicago
- xxii. Why did you end employment with the City of Chicago?
- xxiii. Why did you end employment with the City of Chicago?
- xxiv. Social Security Number
- xxv. Date of Birth (when provided by applicant)

b. Applicant's Work Experience (each Work Experience):

- i. Your Title
- ii. Employer
- iii. Current Job
- iv. Start Date

- v. End Date
- vi. Employee Address
- vii. City
- viii. Zip or Postal code
- ix. Suite Number
- x. State/Province/ Region
- xi. Employer Country
- xii. Supervisor's Name
- xiii. Supervisor's Title
- xiv. Supervisor's Phone
- xv. May we contact the supervisor?
- xvi. Achievements
- xvii. Average Hours Per Week
- xviii. Years in this job in which you supervised Others
- xix. Largest number of employees supervised?
- xx. Reason for Leaving

c. Applicant's Education (each School):

- i. Institution
- ii. Program
- iii. Education level
- iv. Type of Degree
- v. Graduation Date
- vi. Number of Credits Earned

If additional information is required to complete a Background Screen for an applicant, Proposer must recommend the method for obtaining this information from the applicant. In the case of third party consultants and temporary consultants, no information will be available in the City's Taleo system.

3. The Proposer must include all technical assumptions for integrating the proposed solution to and from the Taleo software. There are no requirements for integration to or from the City Oracle systems in the scope of this RFP.
4. Proposer is to include a detailed technical solution for integration from Proposer's system to the Taleo system. The details should include the level of automation and manual intervention for integration.
5. Proposer is to include assumptions for integration for each Background Screening option. If any specific Background Screening option cannot be fully integrated between Proposer's and the Taleo System, Proposer must include this fact with a recommended approach for providing similar functionality. Any additional costs associated with implementing the integrated solution as defined within this RFP (i.e. all required Background Screening) **must** be included under the Implementation Costs. (Proposals will be considered Non-Responsive if Implementation Costs are not included in the Proposal.)
6. The Proposer must include all software, hardware and communications assumptions required to fully implement the proposed solution. This assumption must include Taleo, Proposer and any third party software, hardware and communications costs integral to fully implementing the proposed technical solution.
7. The Proposer must include a **detailed, fixed cost** proposal for implementing their proposed solution a further described in **Exhibit 2**.
8. The City currently has three Taleo zones (also referred to in the industry as instances or environments) supporting the Taleo installation, the Staging/Training ("Staging") zone, the Integration zone, and the Production zone. Proposer is expected to perform all configuration activities in Integration and perform all unit tests in the Integration zone. Respondent will be responsible for successful testing for all Implementation services in the Staging zone. The City will be responsible for all System Testing and User

Acceptance testing (“UAT”). At the option of the City, Proposer may be responsible for any re-entry of configuration within the Production Zone under oversight by the City.

9. Proposer must include any Certification, including the type of Certification in the Taleo Partner Program for achieving and delivering the required integration with the Taleo software. If Proposer is a Taleo Partner, Proposer must include the name and type of partnering program (for example, Passport) that Proposer’s organization participates in with Taleo to deliver the integration approach to and from the Taleo software. If Proposer is a Taleo Partner, Provisions and functionality associated with the specific Taleo Partner Program must be included in the response to this RFP. If Proposer is a Taleo Partner, Proposer must include the Certification Status (for example, 7.0, 7.5, or 8.0 and/or I-9) and any limitations that arise from the Certification Status and the requirements as outlined in this RFP.
10. If Proposer is not a Certified Taleo Partner, Proposer must describe how Proposer would accomplish a fully integrated solution from Proposer’s system to the Taleo software.
11. Proposer must include all assumptions of work to be performed by the City for Implementation. Any work not included under Assumptions in this category will be assumed to be the responsibility of Proposer during implementation services.
12. Proposer must include the results of a given Background Screening that Proposer recommends be stored in the Taleo system, the detail of information that, owned by the city, will be stored and/or processed in Proposer’s system, if necessary. The Proposer must also include the detail of information that will be available hard-copy or electronically via the web for each Background Screening. The City will own all City specific data that is stored in the Proposer’s system and/or facility.
13. A detailed Project Implementation Plan as described in Section 4 (Required Content of Proposals) must be included with the response.

II.B. Maintenance and Upgrade Services

Proposer’s proposal must include assumptions and costs associated with Maintenance Support costs associated with Taleo and Proposer software maintenance and upgrades specific to the Background Screening functionality and integration (“Upgrades”). Other than User Acceptance Testing, the Proposer must include any assumptions for City resources associated with maintenance and upgrades.

Proposer will be responsible for any test configuration changes required to support upgrades. Proposer will be responsible for documenting any changes required to the City’s production Taleo zone. Proposer will be responsible for unit testing of Upgrades for both Taleo and Proposer software upgrades. Proposer will be responsible under the Maintenance and Upgrade Services to document, develop and perform and modifications. The City will be responsible for final pre-production (“User Acceptance”) testing.

Taleo delivers upgrades to new versions on an annual basis. The City will be notified 3-12 months prior to that to prepare all interfaces and business processes that will be impacted. Every 2-3 months, Taleo generally releases service packs which are small features and bug fixes. The City generally receives a couple of weeks notice for service packs. Taleo generally delivers service packs with new features “turned off” whereas the City can establish the time frame for necessary integration modifications.

Additionally, Taleo provides the City with one zone refresh per zone per quarter. Any additional zone refreshes require an SOW for 5 days’ effort to Taleo Support... The Proposer will be responsible for Proposer changes or upgrades that require an unplanned or unscheduled refresh.

III. Customer Service and Support

III. A Help Desk Services

Proposer must provide Help Desk Services to the City. Proposer will provide a toll-free telephone number for handling calls to Proposer's Help Desk from City representatives. Proposer must describe the process for receiving, logging, classifying and monitoring calls to the Help Desk. Additionally, Proposer must describe the process for assigning priorities and the methodology for working on issues that are logged via Proposer's Help Desk. Proposer must include the process for escalating issues that are ranked higher in criticality or issues that are not resolved within an acceptable timeframe.

The City is requesting that the Proposer's Help Desk is available from 7 AM to 7 PM CST on all City business days. The Proposal must include the hours for Help Desk Support provided by the Proposer.

III. B Escalation Procedures

Proposer must recommend as part of the response to this RFP specific escalation procedures and remedies. Escalation procedures must ensure that appropriate discussion and actions are taking place in the case of issues or problems between Proposer and the City that are not readily being resolved. Escalation procedures are to be included for the:

- ☐ Implementation Services
- ☐ Ongoing Services (Background Screening, Maintenance and Upgrade Services)as provided by Proposer
- ☐ Help Desk calls or issues that cannot be resolved via normal, standard procedures

III. C Training and Documentation

Proposer is to include a detailed description of all Implementation and ongoing Training and Documentation activities. Proposer is to include assumptions and costs associated with options for on-going Training and Documentation as a separate entry under Maintenance costs.

Section 2. Service Level Requirements

As part of the Proposal, the Proposer must provide Guaranteed Service Levels for each major category of services. Three categories of Guaranteed Service Levels are required:

1. Completion Time for Background Screening
2. Quality of Background Screenings
3. Help Desk Service Levels

Timely, cost effective and accurate Background Screening is the City's primary objective. The goal in developing service requirements is to support the City's desire to manage the Proposer by monitoring and measuring performance in the City's business requirements. Proposer must consistently meet or exceed the following Guaranteed Service Levels. Failure to meet the Guaranteed Service Levels will subject Proposer to interim remedies in the form of service credits or "Fee Reduction".

I. Completion Time for Background Screening

Proposer must include a Guaranteed Service Level for Background Screening Completion Times.

Performance Measure (Background Screening Completion Time):

Background Screening Completion Time is measured as follows: The length in work days to provide the results of the all items contained within a Background Screening for domestic Background Screens.

95% guaranteed completion within Performance Target SLA (Completion Time)

As an Illustration and Example Only: Proposer guarantees 95% of the Package 3 Background Screens will be completed within 6 days.

As part of the monthly reporting, Proposer will report on the actual and targeted Completion Time for each Background Screening (by Package Type and for each a la carte request). If Proposer does not meet the Guaranteed Service Level for two months in a row, Proposer will meet with the City and present a plan for meeting the Guaranteed Service Level within 60 days.

If Proposer is not able to demonstrate ability to meet the Guaranteed Service Level after 60 days, the City will have the option of terminating the services with the Proposer.

Guaranteed Service Level for Completion Times for Background Screening must be completed in **EXHIBIT 3. Table 1.**

II. Quality of Background Screenings

Proposer must include a Guaranteed Service Level for the Quality of Background Screenings in the Proposal.

Performance Measure (Quality):

Background Screening Quality is measured as follows:

- Percentage of all Screens completed by Proposer with no errors by Proposer.

As an illustration and Example Only: 99% of the time Proposer completes Background Screens with no errors.

Guaranteed Service Level for Quality must be completed in **EXHIBIT 3. Table 2.**

As part of the monthly reporting, Proposer will report on the actual and targeted Quality Guaranteed Service Level. If Proposer does not meet the Guaranteed Service Level for two months in a row, Proposer will meet with the City and present a plan for meeting performance targets within 60 days.

If Proposer is not able to demonstrate ability to meet the Guaranteed Service Level after 60 days, the City will have the option of terminating the services with the Proposer.

Proposer shall be liable for any **damages** resulting from City's hires that must be subsequently terminated directly as a result of incorrect or erroneous information provided to City by Proposer.

III. Help Desk Service Levels

Proposer's Proposal must include a Guaranteed Service Level for Help Desk Support Service Levels in the Proposal. **Charges associated with Help Desk Calls are assumed to be incorporated in the per unit costs associated with Background Screening Services. Proposer must confirm this assumption or include Help Desk Services separately.**

Note: For the purposes of clarification in this RFP, Help Desk calls that cannot be resolved on the first call are logged as "Tickets" or "Open Issues" until such time that the Ticket or Issue is resolved whereby it is referred to as a Closed Ticket or Closed Issue.

Guaranteed Service Levels must be included for the time to answer a given call, time to assign an issue or ticket that cannot be resolved on the first call to the Help Desk and the time for closure of a reported issue or ticket. Guaranteed Service Levels will be included in the overall evaluation and in the resulting Statement of Work for Help Desk Support.

Help Desk Performance Requirements have been categorized as:

- ☐ Help Desk Call Answer Time
- ☐ Help Desk Ticket Assignment Time
- ☐ Help Desk Ticket Resolution Time

1. Help Desk Call Answer Time

Performance Measure (Help Desk Call Answer Time):

Help Desk Call Answer Time is measured as follows:

- Number of seconds until a Proposer agent answers the phone.
- Phone Response Time is (Total Seconds to answer all Calls from the City) divided by (Total Number of City calls).

90% - Performance Target SLA (Speed to Answer Calls)

As an Illustration and Example Only: 90% of the time calls to Proposer's Help Desk are answered within 25 seconds.

2. Help Desk Ticket Assignment Time

Performance Measure (Help Desk Call Ticket Assignment Time):

Help Desk Ticket Assignment Time is measured as follows:

- Time to assign a Ticket or Open Issue to a named resource within Proposer's organization.

90% - Performance Target SLA (Help Desk Ticket Assignment Time)

As an illustration and Example Only: 90% of the time Tickets or Issues are assigned to a named resource within Proposer's organization within .35 days.

3. Help Desk Ticket Resolution Time

Performance Measure (Resolution Time for Help Desk Tickets):

Help Desk Call Response Time is measured as follows:

- Help Desk calls from the City are logged (date and time of initial call) ("Open Ticket") and assigned to a resource.
- Each Open Ticket is monitored.
- Aging reports for all Help Desk Tickets (Open and Closed) are produced monthly for the City
- Resolution time is the elapsed time from Open Ticket initiation until Ticket successful closure.

90% - Performance Target SLA (Help Desk Ticket Resolution Time)

As an illustration and Example Only: 90% of the time Tickets or Issues are resolved within 5 days.

Guaranteed Service Levels for Help Desk Service Levels must be completed in **EXHIBIT 3. Table 3.**

As part of the monthly reporting, Proposer will report on the actual and targeted Guaranteed Service Levels for Help Desk services. If Proposer does not meet the Guaranteed Service Levels for two months in a row, Proposer will meet with the City and present a plan for meeting performance targets within 60 days.

If Proposer is not able to demonstrate ability to meet Guaranteed Service Levels after 60 days, the City will have the option of terminating the services with the Proposer.

EXHIBIT 2

PRELIMINARY COST PROPOSAL

Table of Contents for Exhibit 2

Exhibit 2A: Cost/Background Screening

Exhibit 2B: Cost for International Background Screening (Required); Costs for Expedited Service Times (Optional)

Exhibit 2C: Cost for providing Adverse Action services

Exhibit 2D: Discount for combining 2 or more Background Screenings for a given applicant:

Exhibit 2E: Project Implementation Costs

Exhibit 2F: Ongoing Maintenance and Upgrade Costs; Optional Expanded Help Desk Services.

Exhibit 2 G: Hourly report development costs.

The Proposer **must** complete the following Cost schedules as part of their Proposal Submissions. All schedules must be included electronically and hard-copy as part of the Proposal. Proposer must complete the response in the Excel workbook provided labeled Exhibit 2 – Preliminary Cost Proposal.

Exhibit 2A: Cost/Background Screening (Normal Service Times). This is the total cost to the City of each Background Screening. As defined in this RFP, the cost will be the cost per a specific Package as defined in Exhibit 1 or an “a la carte” Background Screening. The Proposer must include the total cost of each Background Screening for each of the five years.

Exhibit 2B:

- a. **International Background Screens:** Proposer must provide the cost to Proposer plus a % for processing for International Background Checks in Exhibit 2 B,
- b. **Expedited Background Screens (Optional):** If the Proposer offers an Expedited processing time for Background Screens, Proposer may provide (Optionally) the % increase for each Background Screening option with the reduction in Completion Time for Background Screening.

Exhibit 2C: Cost for providing a per application Adverse Action services

Exhibit 2D: Unit discount for combining 2 or more a la carte Background Screening for a given applicant:

Exhibit 2E: Project Implementation Costs. This cost proposal must include:

- a. Costs associated with Proposer’s system and software, including all set-up, testing, security and customizations,
- b. Costs associated with all interfaces to and from the Taleo system for providing the proposed solution, and
- c. All costs for any design, set-up or configuration in the Taleo software. Costs associated with any third party consulting must be included in the Response. Proposer is responsible for all work and deliverables for any third party that Proposer engages for Implementation Services.

Exhibit 2F: Ongoing Maintenance and Upgrade Costs; Optional Expanded Help Desk Services.

Exhibit 2G Hourly report development costs.

EXHIBIT 2A – PRELIMINARY COST PROPOSAL (p. 1)
5-Year Costs for Background Screening Services

City of Chicago - Department of Human Resources
Background Screening Fees
Confidential and Proprietary Information

Cost per Background Screen (Package and a la carte options). The response must include a per Background Screen cost for each year of the anticipated 5 year term of this engagement. For planning purposes only, assume that Year 1 will begin on March 1, 2009.

		Cost Per Screen				
ID	Package or Individual Screen (A La Carte)	Year 1	Year 2	Year 3	Year 4	Year 5
Packages						
	Package 1	\$ -	\$ -	\$ -	\$ -	\$ -
	Package 2	\$ -	\$ -	\$ -	\$ -	\$ -
	Package 3	\$ -	\$ -	\$ -	\$ -	\$ -
	Package 4	\$ -	\$ -	\$ -	\$ -	\$ -
	Package 5	\$ -	\$ -	\$ -	\$ -	\$ -
	Package 6	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT 2A – PRELIMINARY COST PROPOSAL (p. 2)
5-Year Costs for Background Screening Services

City of Chicago - Department of Human Resources
Background Screening Fees
Confidential and Proprietary Information

Cost per Background Screen (Package and a la carte options). The response must include a per Background Screen cost for each year of the anticipated 5 year term of this engagement. For planning purposes only, assume that Year 1 will begin on March 1, 2009.

		Cost Per Screen				
ID Package or Individual Screen (A La Carte)		Year 1	Year 2	Year 3	Year 4	Year 5
A La Carte Background Screens						
H.1	Social Security Number Verification/ Social Security Number Trace	\$ -	\$ -	\$ -	\$ -	\$ -
H.2	Professional Reference Screening	\$ -	\$ -	\$ -	\$ -	\$ -
H.3	Employment History/Employment Verification	\$ -	\$ -	\$ -	\$ -	\$ -
H.4	Education Verification	\$ -	\$ -	\$ -	\$ -	\$ -
H.5	Motor Vehicle Record Verification (DMV/MVR)	\$ -	\$ -	\$ -	\$ -	\$ -
P.1	Professional License Verification	\$ -	\$ -	\$ -	\$ -	\$ -
P.2	Military Record Verification	\$ -	\$ -	\$ -	\$ -	\$ -
P.3	Background Screen for Volunteer Experience	\$ -	\$ -	\$ -	\$ -	\$ -
P.4	Professional Certification Verifications	\$ -	\$ -	\$ -	\$ -	\$ -
C.1	Fingerprint Screen, Criminal Background Screen (State, National, Other)	\$ -	\$ -	\$ -	\$ -	\$ -
C.2	Sex Offender Search	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT 2A – PRELIMINARY COST PROPOSAL (p. 3)
5-Year Costs for Background Screening Services

City of Chicago - Department of Human Resources
Background Screening Fees
Confidential and Proprietary Information

Cost per Background Screen (Package and a la carte options). The response must include a per Background Screen cost for each year of the anticipated 5 year term of this engagement. For planning purposes only, assume that Year 1 will begin on March 1, 2009.

		Cost Per Screen				
ID	Package or Individual Screen (A La Carte)	Year 1	Year 2	Year 3	Year 4	Year 5
A La Carte Background Screens						
C.3	Credit History	\$ -	\$ -	\$ -	\$ -	\$ -
C.4	Government Fraud Search (Medicaid, Medicare) Welfare Student Loans Other)	\$ -	\$ -	\$ -	\$ -	\$ -
C.5	Criminal Search	\$ -	\$ -	\$ -	\$ -	\$ -
C.6	Terrorist Watch Search	\$ -	\$ -	\$ -	\$ -	\$ -
C.7	Federal Court Record Search	\$ -	\$ -	\$ -	\$ -	\$ -
O.2	City of Chicago Residency Verification	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT 2A – PRELIMINARY COST PROPOSAL (p. 4)
5-Year Costs for Background Screening Services

Note: The following Background Screens may be added optionally by the Proposer. Completion of this portion of the Preliminary Cost Proposal is not required.

City of Chicago - Department of Human Resources Background Screening Fees Confidential and Proprietary Information

Cost per Background Screen (Package and a la carte options). The response must include a per Background Screen cost for each year of the anticipated 5 year term of this engagement. For planning purposes only, assume that Year 1 will begin on March 1, 2009.

		Cost Per Screen				
ID Package or Individual Screen (A La Carte)		Year 1	Year 2	Year 3	Year 4	Year 5
Additional Screens provided by Proposer (optionally completed)						
A.1	Other Background Screen (1) provided by Respondent	\$ -	\$ -	\$ -	\$ -	\$ -
A.2	Other Background Screen (2) provided by Respondent	\$ -	\$ -	\$ -	\$ -	\$ -
A.3	Other Background Screen (3) provided by Respondent	\$ -	\$ -	\$ -	\$ -	\$ -
A.4	Other Background Screen (4) provided by Respondent	\$ -	\$ -	\$ -	\$ -	\$ -
A.9	Other Background Screen (n) provided by Respondent	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT 2B – PRELIMINARY COST PROPOSAL
International (Required) and Expedited Processing Times and Costs (Optional)

City of Chicago - Department of Human Resources Department of Human Resources Background Screening (International Background Screening) Confidential and Proprietary Information	
International Background Screening	
Proposer must include costs for International Background Screening*	
Service Fee for each International Check	
*Cost to the City will be the Cost of a given International Screen to Proposer + Proposer's service fees.	

City of Chicago - Department of Human Resources Department of Human Resources Background Screening (Expedited Processing Times) Confidential and Proprietary Information	
Expedited Background Screening (Optional)	
Does Proposer offer a service for Expedited Background Screens (Yes/No)	
% Increase in Cost for Expedited Screens	
% Time Reduction for Expedited Screens	

EXHIBIT 2C –PRELIMINARY COST PROPOSAL (p. 1)
5-Year Costs for Service Fees: Adverse Action Processing

City of Chicago - Department of Human Resources
Department of Human Resources
Service Costs - Adverse Action Services
Confidential and Proprietary Information

The response must include a per Background Screen cost for each year of the anticipated 5 year term of this engagement. For planning purposes only, assume that Year 1 will begin on March 1, 2009.

		Year 1	Year 2	Year 3	Year 4	Year 5
Adverse Action Service Fees						
	Per applicant Adverse Action Services (as required)	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT 2D –PRELIMINARY COST PROPOSAL (p. 1)
5-Year Discounts: Bundled “a la carte” Background Screening

City of Chicago - Department of Human Resources	
Department of Human Resources	
Background Screening (Discounts for 2 or more a la carte Screens)	
Confidential and Proprietary Information	
Does Proposer offer discounts for 2 or more a la carte Screens (Yes/No)	
% Discount for 2 or more a la carte Screens (all years)	

EXHIBIT 2E – PRELIMINARY COST PROPOSAL
Implementation Service Costs and Assumptions

City of Chicago - Department of Human Resources
Department of Human Resources
Background Screening Implementation Fees
Confidential and Proprietary Information

The Respondent is required to state all assumptions upon which the Implementation pricing is being determined.

All Implementation Costs required in the Scope of Services must be included in this schedule.

Key Milestones must be linked to the Implementation Project Plan as described in **Section 3: Scope of Services**

Implementation Fees and Expenses (One-Time)		Implementation Plan References and Assumptions	
Resource Category (All Items must be Itemized)	Cost Breakdown	Implementation Project Plan Reference	Key Assumptions that Drive Pricing
Project Management	\$ -		
Consulting Costs for Taleo software based changes	\$ -		
Consulting Costs for Respondent's software based changes	\$ -		
Reporting Development Costs	\$ -		
Hardware	\$ -		
Software - Taleo	\$ -		
Software - Respondent's System	\$ -		
Any additional software, hardware or communications costs	\$ -		
Testing	\$ -		
Training	\$ -		
Other Costs (include Description)	\$ -		
Other Costs (include Description)	\$ -		
Other Costs (include Description)	\$ -		
Other Costs (include Description)	\$ -		
Total Implementation Fees		\$ -	

EXHIBIT 2F – PRELIMINARY COST PROPOSAL
Maintenance and Upgrade Service Costs and Assumptions

City of Chicago - Department of Human Resources
Background Screening Annual Maintenance/Upgrade Fees
Confidential and Proprietary Information

The Respondent is required to state all assumptions upon which the Maintenance/Upgrade pricing is being determined. Maintenance costs include all services required in the Scope of Services for Maintenance and Upgrades. Respondent may enter additional lines as necessary to accurately propose on Maintenance Fees.

	Maintenance Fees				
	Year 1	Year 2	Year 3	Year 4	Year 5
Maintenance - Taleo*	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance - Respondent's System**	\$ -	\$ -	\$ -	\$ -	\$ -
Ongoing Training Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Specify)	\$ -	\$ -	\$ -	\$ -	\$ -

*These are maintenance fees associated with ongoing maintenance and upgrade support associated with the configuration and any customizations within the Taleo support that are required for the interface between Respondent's system and the Taleo software.

**These are maintenance fees associated with ongoing maintenance and upgrade support associated with the configuration and any customizations within the Respondent's software that are required for the interface between Respondent's system and the Taleo software.

EXHIBIT 2G – PRELIMINARY COST PROPOSAL
Hourly Report Development Costs – Future Report Development

City of Chicago - Department of Human Resources
Background Screening Annual Hourly Development Costs
Confidential and Proprietary Information

The Respondent is required to state all assumptions upon which the Development pricing is being determined.

	Hourly Development Costs				
	Year 1	Year 2	Year 3	Year 4	Year 5
Level 1 Development Hourly Costs*	\$ -	\$ -	\$ -	\$ -	\$ -
Level 2 Development Hourly Costs*	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Specify)	\$ -	\$ -	\$ -	\$ -	\$ -

*For example, Programmer, Sr. Programmer, Analyst

EXHIBIT 3

GUARANTEED SERVICE LEVEL PROPOSAL

Table of Contents for Exhibit 3

- I. Completion Time for Background Screening (Table 1)**
Table 1. Performance Measurements for Background Screening
- II. Quality of Background Searches (Table 2)**
Table 2. Performance Measurements for Background Screening: Quality
- III. Help Desk Support Service Levels (Table 3)**
Table 3. Help Desk Response Time Service Requirements

Exhibit 3 (Table 1, Table 2 and Table 3) are available electronically.

EXHIBIT 3. Table 1

Guaranteed Service Levels for Time to Complete Background Screening

EXHIBIT 3. Table 1. Performance Measurements for Background Screening
Processing Time. Proposer must complete Guaranteed Service Levels for Time to Complete Background Screening in the following Table.

As an illustration and Example Only: 95% of the time Proposer completes Background Screens for Package 3 within 6 days.

Background Screening (Completion Time)		
Service Description		Process Background Screening
Guaranteed Service Level		Background Screening Completion Time: Refer to Section 2. SERVICE LEVEL REQUIREMENTS
Performance Target		95% of all Background Screens for each Package or a la carte Screen must be completed within the Guaranteed Service Level
ID	Service Type: Process Background Screening, Normal Delivery Time	Guaranteed Service Level (in days or partial days)
1. Packet Guaranteed Service Levels		
	Packet 1	
	Packet 2	
	Packet 3	
	Packet 4	
	Packet 5	
	Packet 6	

Background Screening (Completion Time)		
Service Description		Process Background Screening
Guaranteed Service Level		Background Screening Completion Time: Refer to Section 2. SERVICE LEVEL REQUIREMENTS
Performance Target		95% of all Background Screens for each Package or a la carte Screen must be completed within the Guaranteed Service Level
ID	Service Type: Process Background Screening, Normal Delivery Time	Guaranteed Service Level (in days or partial days)
1. A La Carte		
H.1	Social Security Number Verification/ Social Security Number Trace	
H.2	Professional Reference Checking	
H.3	Employment History/Employment Verification	
H.4	Education Verification	
H.5	Motor Vehicle Record Verification (DMV/MVR)	
P.1	Professional License Verification	
P.2	Military Record Verification	
P.3	Background Screening for Volunteer Experience	
P.4	Professional Certifications	
C.1	Fingerprint Check, Criminal Background Screening (State, National, Local) Criminal Record Search	
C.2	Sex Offender Search	
C.3	Credit History	
C-4	Government Fraud Search (Medicaid, Medicare, Welfare, Students Loans, Other)	
C.5	Criminal Search	
O.1	International Background Screening	
O.2	City of Chicago Residency check.	

Background Screening (Completion Time)		
Service Description		Process Background Screening
Guaranteed Service Level		Background Screening Completion Time: Refer to Section 2. SERVICE LEVEL REQUIREMENTS
Performance Target		95% of all Background Screens for each Package or a la carte Screen must be completed within the Guaranteed Service Level
ID	Service Type: Process Background Screening, Normal Delivery Time	Guaranteed Service Level (in days or partial days)
THE FOLLOWING BACKGROUND SCREEN SERVICE LEVELS ARE OPTIONAL		
A.1	Other Offered Background Search provided by Proposer	
A.n	Other Offered Background Search provided by Proposer (additional Rows to be added by Proposer)	

EXHIBIT 3. Table 2
Guaranteed Service Levels for Quality for Background Screens

EXHIBIT 3.Table 2. Performance Measurements for Background Screening: Quality

Background Screening (Quality of Screening)	
Service Description	Process Background Screening
Guaranteed Service Level	Quality of Background Screening performed by Proposer. Refer to Section 2. SERVICE LEVEL REQUIREMENTS
Quality	Guaranteed Service Levels (% of all Screens)
Background Screening results that are in error as a direct result of Proposer created problems (Proposer is to enter the Guaranteed % of all Screens that are completed with no errors as a result of Proposer)	

The Proposer will be responsible for all liability resulting for employee terminations as a direct result of Proposer's errors in processing Background Screening.

As an illustration and Example Only: Proposer guarantees that 99% of the Background Screens will be completed with no errors.

EXHIBIT 3. Table 3
Guaranteed Service Levels for Help Desk Services

EXHIBIT 3.Table 3. Help Desk Response Time Service Requirements

Background Screening (Help Desk Performance)		
Service Description	Process Background Screening	
Guaranteed Service Level	Help Desk Performance of Background Screening performed by Proposer. Refer to Section 2.SERVICE LEVEL REQUIREMENTS	
Performance Target	90% of Help Desk Services as described below completed within the Guaranteed Service Level	
Quality	Guaranteed Service Levels	
Help Desk Performance		Guaranteed Service Level
Help Desk Call Answer Time ^A	In seconds	
Help Desk Ticket Assignment Time ^B	In days or partial days	
Help Desk Ticket Resolution Time ^C	In days or partial days	

^A **As illustration and as an Example Only:** 90% of the time calls to Proposer's Help Desk are answered within 25 seconds.

^B **As illustration and as an Example Only:** 90% of the time Tickets or Issues are assigned to a named resource within Proposer's organization within .35 days.

^C **As illustration and as an Example Only:** 90% of the time Tickets or Issues are resolved within 5 days.

EXHIBIT 4 COMPANY PROFILE INFORMATION

Submit a completed company profile information sheet for prime, each joint venture partner and each subcontractor, as applicable.

1. Legal Name of Firm: _____
2. Doing Business under Other Company Name?
If yes, Name of Company: _____
3. Headquarters Address: _____
4. City, State, Zip Code: _____
5. Web Site Address: _____
6. Proposed Role: ___ Prime ___ Subcontractor/Subconsultant ___ Joint Venture Partner
 ___ Supplier or ___ Other: _____
7. Number of Years in Business: _____
8. Number of Years of experience in Background Screening services, integration services or related help desk services:

9. Number of Years of experience in the business of Background Screening services, integration services or related Help Desk services:

10. Attach documentation for specialized certifications or licenses that Proposer has pertaining to Background Screening Services or Implementation Services.
11. Total Number of Employees: _____
12. Total Annual Revenues separated by last 3 full fiscal years: _____
13. Current operational and volume capacity as it exists for the Proposer's overall business:

14. Major Products and/or Services Offered:
 1. _____
 2. _____
15. Other Products and/or Services: _____

EXHIBIT 4 (continued)
COMPANY PROFILE INFORMATION

16. Briefly describe your firm's approach to providing Background Screening services, integration services or related Help Desk services:, as applicable for a client:

17. Briefly describe your firm's demonstrated experience implementing and managing Help Desk Services, for clients:

18. Briefly describe your firm's demonstrated experience implementing and managing Background Screening services or implementation services, as applicable, for clients:

19. Describe the human resources and any employee-quality incentives, if any, that the Proposer provides as enhancements in the workplace for its employees, for example, describe:

- Employee training programs
- Employee evaluation processes
- Employee retention incentives
- Turn-over rate history

[illegible]

EXHIBIT 5

COMPANY EXPERIENCE ON SIMILAR PROJECTS

Submit a completed company and project profile information sheet for each project.

1. Name of Company or Firm of Project:

2. Location of Project:

3. Description of Project:

4. Proposer's Involvement/Role in the Project:

5. Proposer's Experience with Integrating to Taleo in this Project:

6. Public Sector or Private Sector:

EXHIBIT 5 (p. 2)
COMPANY EXPERIENCE ON SIMILAR PROJECTS

7. Date Project was Initiated: _____

8. Date Project was Completed: _____

9. Dollar Value of Project:_____

10. Key Personnel Involved in Project:_____

11. Role of Key Personnel:

12. Client Reference Information:

Name of Reference _____

Title of Reference _____

Address of Reference _____

Telephone of Reference _____

eMail of Reference _____

EXHIBIT 6

COMPANY REFERENCES/ CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 5 references (see Section 5.2 item 3(c) IL).

(1) Client Name: _____

(2) Address: _____

(3) City, State, Zip Code: _____

(4) Project Manager: _____

(5) Telephone Number: _____

(6) E-mail: _____

(7) Number of Employees in Client Organization: _____

Number of Employees dedicated to the Organization: _____

(8) Project Scope of Services/Goals: _____

(9) Contract Award Date: \$_____ Cut over Date: _____

(10) Initial Contract Amount: \$_____ Final Contract Amount: \$_____

(11) Describe how the client's Background Screening or Implementation Services were met. What was the outcome of the project? Attach additional pages, as necessary.

(12) Is your client's Background Screening services integrated into the Taleo software? If so, describe the implementation services and nature of the integration. If so, describe what version of Taleo client is currently using in conjunction with your Background Services. If not, describe what integration services were performed on behalf of the client, if any.

(13) Discuss significant obstacles to implementation and how those obstacles were overcome:

(14) Is the client still utilizing your company as a service provider for Background Screening Services and Maintenance / Upgrade Services?

(15) What was the cost / financing structure of the contract?

EXHIBIT 7

ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

**INSTRUCTIONS FOR COMPLETING
CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be delayed.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

For purposes of this EDS:

"Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval.

"Disclosing Party" means any entity or person submitting an EDS.

"Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

"Person" means a human being.

WHO MUST SUBMIT AN EDS:

An EDS must be submitted in any of the following three circumstances:

1. Applicants: An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
2. Entities holding an interest: Whenever a legal entity has a beneficial interest (i.e. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
3. Controlling entities. Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____

OR

3. ☐ a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party: _____

C. Telephone: _____ Fax: _____ Email: _____

D. Name of contact person: _____

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Background Screening Services

G. Which City agency or department is requesting this EDS? Procurement Services

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # 67561B and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| ☐ Person | ☐ Limited liability company* |
| ☐ Publicly registered business corporation | ☐ Limited liability partnership* |
| ☐ Privately held business corporation | ☐ Joint venture* |
| ☐ Sole proprietorship | ☐ Not-for-profit corporation |
| ☐ General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| ☐ Limited partnership* | ☐ Yes ☐ No |
| ☐ Trust | ☐ Other (please specify) |
-

* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes

☐ No

☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-or-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name

Title

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that

controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes ☐ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

“Lobbyist” means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. “Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business (indicate whether retained or anticipated to be retained)	Relationship to Disclosing Party Address (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

(Add sheets if necessary)

[] Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[] Yes [] No [] No person owns 10% or more of the Disclosing Party.

If “Yes,” has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[] Yes [] No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).
3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.
5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).
6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)
☐ is ☐ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?
[] Yes [] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?
[] Yes [] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

____1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

SECTION VI – CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes ☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes ☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes ☐ No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes ☐ No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

(Print or type name of Disclosing Party)

Date: _____

By:

(sign here)

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date)_____, by_____, at _____

_____ County, _____ (state).

_____ Notary Public.

Commission expires:_____.

11/01/05 Version

EXHIBIT 8

INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Department of Human Resources Background Screening Services

Consultant must provide and maintain at Consultant's own expense, during the term of the Agreement and time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Professional Liability

When any professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

5) Valuable Papers

When any media, data, records, reports, and any other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against

any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

6) Property

Consultant is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Consultant.

B. ADDITIONAL REQUIREMENTS

Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for the Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.

Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Consultant under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Consultant must require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or Subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ Address: _____ _____ (City) (State) (Zip)	Specification #: _____ RFP: _____ Project#: _____ Contract#: _____
Description of Operation/Location	

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability ☐ Claims made ☐ Occurrence ☐ Premise-Operations ☐ Explosion/Collapse Underground ☐ Products/Completed-Operations ☐ Blanket Contractual ☐ Broad Form Property Damage ☐ Independent Contractors ☐ Personal Injury ☐ Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
☐ Excess Liability ☐ Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."

b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.

c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.

d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice Certificate Holder/Additional Insured City of Chicago Department of Procurement Services 121 N. LaSalle St., #403 Chicago, IL 60602	Signature of Authorized Rep.: _____ Agency/Company: _____ Address: _____ Telephone: _____
---	--

For City use only

Name of City Department requesting certificate: (Using Dept.) _____ ZIP Code: _____
 Address: _____
 Attention: _____

EXHIBIT 9

CITY OF CHICAGO STANDARD TERMS AND CONDITIONS

Table of Contents
City of Chicago of Chicago Standard Terms and Conditions

1.	Deliverables	40
2.	Standard of Performance	40
3.	Personnel.....	40
4.	Minority and Women's Business Enterprises Commitment	40
5.	Indemnification	40
6.	Ownership of Documents	40
7.	Records and Audits.....	40
8.	Confidentiality.....	40
9.	Assignments and Subcontracts.....	40
10.	Term of Performance	40
11.	Timeliness of Performance	40
12.	Agreement Extension Option.....	40
13.	Basis of Payment	40
14.	Method of Payment	40
15.	Funding	40
16.	Non-Appropriation.....	40
17.	Subcontractor Payments	40
18.	Disputes	40
19.	Compliance with All Laws Generally.....	40
20.	Nondiscrimination	40
21.	Inspector General	40
22.	MacBride Ordinance	40
23.	Business Relationships with Elected Officials	40
24.	Chicago "Living Wage" Ordinance	40
25.	Warranties and Representations	40
26.	Ethics.....	40
27.	Joint and Several Liability	40
28.	Business Documents	40
29.	Conflicts of Interest	40
30.	Non-Liability of Public Officials.....	40
31.	EDS / Certification Regarding Suspension and Debarment	40
32.	Events of Default Defined	40
33.	Remedies	40
34.	Early Termination	40
35.	Suspension	40
36.	Right to Offset	40
37.	Entire Agreement.....	40
38.	Counterparts	40
39.	Amendments	40
40.	Governing Law and Jurisdiction	40
41.	Severability	40
42.	Assigns	40
43.	Cooperation	40
44.	Waiver	40
45.	Independent Contractor.....	40
46.	Electronic Ordering and Invoices	40
47.	Participation by Other Local Government Agencies	40
48.	Environmental Warranties and Representations.....	40
49.	Firms Owned or Operated by Individuals with Disabilities	40
50.	Deemed Inclusion.....	40
51.	Authority	40
52.	Definitions	40

CITY OF CHICAGO GENERAL TERMS AND CONDITIONS*

1. Deliverables

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the City.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under the default section.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its obligations under this Agreement.

2. Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information; Consultant agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or Deliverables or payment for any of the Services by the City does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Consultant under this Agreement, at law or in equity.

Consultant must be appropriately licensed to perform the Services, if required by law, and must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed as may be required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must, at the City's option, perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure. See the subsection in this Agreement regarding failure to comply with licensure requirements.

3. Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the City and with prior written consent of the City.

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the City. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this section. The Department may at any time in writing notify Consultant that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice

Consultant must immediately suspend the key person or persons from performing Services under this Agreement and must replace him or them in accordance with the terms of this Agreement. Key Personnel, if any, are identified in **Exhibit _**.

iii) **Salaries and Wages**

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this section is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

4. *Minority and Women's Business Enterprises Commitment*

It is the policy of the City of Chicago that local business certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-450 of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses shall have the maximum opportunity to participate fully in the performance of all City contracts.

The Chief Procurement Officer has determined that the nature of the services that will be provided under any contract awarded pursuant to this RFP are such that direct nor indirect subcontracting opportunities may not be practical or cost-effective. Therefore, there will be no stated goals for MBE/WBE participation resulting from any contract awarded as a result of this RFQ/RFP process. This determination is being made pursuant to Section 2-92-450 of the Municipal Code of Chicago.

5. *Indemnification*

(a) Consultant must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

- (i) injury, death or damage of or to any person or property;
- (ii) any infringement or violation of any property right (including any patent, trademark or copyright);
- (iii) Consultant's failure to perform or cause to be performed Consultant's promises and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Subcontractor;
- (iv) the City's exercise of its rights and remedies under the remedies section of this Agreement; and
- (v) injuries to or death of any employee of Consultant or any Subcontractor under any workers compensation statute.

(b) "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Consultant's breach of this Agreement or to Consultant's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.

(c) At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

(d) To the extent permissible by law, Consultant waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or

judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Consultant's performance of Services beyond the term. Consultant acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Consultant's duties under this Agreement, including the insurance requirements in **Exhibit _** of this Agreement.

6. Ownership of Documents

All Deliverables, data, interfaces, findings or information in any form prepared, assembled or encountered by or provided to Consultant under this Agreement are property of the City, including, all copyrights inherent in them or their preparation. During performance of its Services, Consultant is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Consultant. If not restorable, Consultant must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in the indemnification section of this Agreement.

7. Records and Audits

(a) Records

(i) Consultant must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. If Consultant fails to make such delivery upon demand, then Consultant must pay to the City any damages the City may sustain by reason of Consultant's failure.

(ii) Consultant must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Consultant must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with the notice section of this Agreement.

(b) Audits

(i) Consultant and any of Consultant's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Consultant must maintain records showing actual time devoted and costs incurred. Consultant must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) To the extent that Consultant conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Consultant must maintain and make similarly available to the City detailed records supporting Consultant's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Consultant must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(v) The City may in its sole discretion audit the records of Consultant or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an audited

period. If, as a result of any such audit, it is determined that Consultant or any of its Subcontractors has overcharged the City in the audited period, the City will notify Consultant. Consultant must then promptly reimburse the City for any amounts the City has paid Consultant due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Consultant must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then Consultant must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Consultant to reimburse the City in accordance with subsection A or B above is an event of default under the default section of this Agreement, and Consultant will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

8. Confidentiality

(a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Consultant under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Consultant must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Consultant by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Consultant must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.

(b) Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

(c) If Consultant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Consultant's possession by reason of this Agreement, Consultant must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Consultant, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

(d) HIPAA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in **Attachment A** will have the same meaning as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160, 162 and 164. Consultant and all its Subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E; the Standards for Electronic Transactions, which are located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. Consultant must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Consultant fails to comply with the applicable provisions under the ACT or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

Additionally, if Consultant is a Business Associate it must comply with all requirements of the Act applicable to Business Associates including the provisions contained in Attachment A.

9. Assignments and Subcontracts.

Consultant must not assign, delegate or otherwise transfer all or any part of its rights or obligations under the Agreement or any part of it, unless otherwise provided for in the Agreement or without the express written consent of the Chief Procurement Officer and the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or the Agreement. No approvals

given by the Chief Procurement Officer operate to relieve Consultant of any of its obligations or liabilities under the Agreement.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of the Agreement. If any Subcontractor fails to observe or perform the terms and conditions of the Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of the Agreement by Consultant personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under the Agreement under no circumstances operates to relieve Consultant of any of its obligations or liabilities under the Agreement.

Consultant, upon entering into any agreement with a Subcontractor, must furnish the Chief Procurement Officer and the Department with a copy of its agreement. All subcontracts must contain provisions that require the Services be performed in strict accordance with the requirements of the Agreement, provide that the Subcontractors are subject to all the terms of the Agreement and are subject to the approval of the Department and the Chief Procurement Officer. If the agreements do not prejudice any of the City's rights under the Agreement, such agreements may contain different provisions than are provided in the Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

Consultant must not transfer or assign any funds or claims due or to become due under the Agreement without the prior written approval of the Chief Procurement Officer. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Consultant under the Agreement, without such prior written approval, has no effect upon the City.

Under the Municipal Code of Chicago, ch. 2-92, Section 2-92-245, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under the Agreement. Any such payment has the same effect as if the City had paid Consultant that amount directly. Such payment by the City to Consultant's Subcontractor under no circumstances operates to relieve Consultant of any of its obligations or liabilities under the Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

10. Term of Performance

The Agreement takes effect as of the date in the preamble and continues until _____ or until the Agreement is terminated in accordance with its terms, whichever occurs first.

11. Timeliness of Performance

(a) Consultant must provide the Services and Deliverables within the term and within the time limits required under the Agreement. **Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this section may result in economic or other losses to the City.**

(b) Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

12. Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to 2 years, under the same terms and conditions as this original Agreement, by written amendment signed by both parties.

13. Basis of Payment

The City will pay Consultant according to the Schedule of Compensation in the attached Exhibit for the completion of the Services in accordance with this Agreement, including the standard of performance in Section ____.

14. Method of Payment

Consultant must submit monthly invoices to the City for costs billed, as outlined in the Schedule of Compensation in Exhibit ___. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

15. Funding

The source of funds for payments under this Agreement is Fund number _____. Payments under this Agreement must not exceed \$ _____ without a written amendment in accordance with Section 39. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

16. Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under the Agreement, then the City will notify Consultant in writing of that occurrence, and the Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under the Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under the Agreement beyond those amounts appropriated and budgeted by the City to fund payments under the Agreement.

17. Subcontractor Payments

Consultant must submit a status report of Subcontractor payments with each invoice for the duration of the Agreement on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at:

http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf. The statement must list the following for Consultant and for each Subcontractor and supplier for the period for which payment is requested:

- (i) Total amount invoiced by the Consultant for the prior month;
- (ii) The name of each particular Subcontractor or supplier utilized during the prior month;
- (iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this Agreement;
- (iv) The vendor/supplier number of each Subcontractor or supplier;
- (v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

If a Subcontractor has satisfactorily completed its Work, or provided specified materials in accordance with the requirements of the Agreement, Consultant must pay Subcontractor for such work or materials within fourteen (14) calendar days of Consultant receiving payment from the City.

18. Disputes

Except as otherwise provided in this Agreement, Consultant must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Consultants and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Consultant by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

19. Compliance with All Laws Generally

(a) Consultant must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in these general terms and conditions, and Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Consultant must require all Subcontractors to do so, also. Further, Consultant must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit ___. Notwithstanding acceptance by the City of the EDS, Consultant's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City.

Consultant must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

(b) Notwithstanding anything in the Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

20. Nondiscrimination

(a) Consultant

Consultant must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups. If this Agreement is federally funded in whole or in part, additional provisions related to nondiscrimination may be set forth in **Exhibit _**.

(i) Federal Requirements

Consultant must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Consultant's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. " 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. " 621-34; Rehabilitation Act of 1973, 29 U.S.C. " 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. " 12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code " 750 Appendix A. Furthermore, Consultant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) Subcontractors

Consultant must incorporate all of this section by reference in all agreements entered into with any suppliers of materials, furnishers of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Consultant must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

21. Inspector General

It is the duty of any bidder, proposer or Consultant, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

22. MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary consultant conducts any business operations in Northern Ireland, the consultant must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this section do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

23. Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to the Agreement is grounds for termination of the Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a **"business relationship"** as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A contractual or other private business dealing shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

24. Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

- (i) If Consultant has 25 or more full-time employees, and
- (ii) If at any time during the performance of the Agreement, Consultant and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Consultant must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under the Agreement.

(b) Consultant's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of the Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of the Agreement.

(c) As of July 1, 2009, the Base Wage is \$11.03 per hour, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under the Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates.

(d) Consultant must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Consultant agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Consultant or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Consultant and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Consultant is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Section (a) through (d) above do not apply.

25. Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

(a) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

(b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(c) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

(d) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City ;

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of ' 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under the remedies and early termination sections of this Agreement; and

(h) warrants and represents that neither Consultant nor an Affiliate of Consultant (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

Affiliate of Consultant means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

26. Ethics

(a) In addition to the foregoing warranties and representations, Consultant warrants:

(i) no officer, agent or employee of the City is employed by Consultant or has a financial interest directly or indirectly in the Agreement or the compensation to be paid under the Agreement except as may be permitted in writing by the Board of Ethics established under the Municipal Code of Chicago (Chapter 2-156).

(ii) no payment, gratuity or offer of employment will be made in connection with the Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Consultant further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

27. Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under the Agreement, each and without limitation every obligation or undertaking in the Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

28. Business Documents

At the request of the City, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

29. Conflicts of Interest

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Consultant represents that it, and to the best of its knowledge, its Subcontractors if any (Consultant and Subcontractors will be collectively referred to in this section as '**Contracting Parties**'), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

(c) Upon the request of the City, Contracting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Contracting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Contracting Parties' past or present clients. If Contracting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if the Contracting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Contracting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venture in that project or in the preparation of a proposal or bid for that project during the term

of this Agreement or afterwards. The Contracting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Further, Contracting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Contracting Parties' services for others conflict with the Services that Contracting Parties are to render for the City under this Agreement, Contracting Parties must terminate such other services immediately upon request of the City.

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.

30. Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of the Agreement or because of the City's execution, attempted execution or any breach of the Agreement.

31. EDS / Certification Regarding Suspension and Debarment

Consultant certifies, as further evidenced in the EDS attached as **Exhibit __**, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Consultant further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Consultant or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

32. Events of Default Defined

The following constitute events of default:

- (a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the City.
- (b) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
 - (ii) Failure to have and maintain all professional licenses required by law to perform the Services;
 - (iii) Failure to timely perform the Services;
 - (iv) Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
 - (vi) Discontinuance of the Services for reasons within Consultant's reasonable control;
 - (vii) Failure to comply with paragraph 15 above in the performance of the Agreement;
 - (viii) Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate;

- (ix) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination; and
 - (x) Any other acts specifically stated in this Agreement as constituting an act of default.
- (c) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer (when such prior approval is permissible by law), which approval the Chief Procurement Officer will not unreasonably withhold.
- (d) Consultant's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Consultant acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.
- (e) Consultant's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Chief Procurement Officer, it indicates a willful or reckless disregard for City laws and regulations.

33. Remedies

(a) Notices. The occurrence of any event of default permits the City, at the City's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Chief Procurement Officer decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this section and the notice section of this Agreement. Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

(b) Exercise of Remedies. After giving a Default Notice, the City may invoke any or all of the following remedies:

- (i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the City would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Consultant under this section;
- (ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;
- (iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- (iv) The right to money damages;
- (v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- (vi) The right to deem Consultant non-responsible in future contracts to be awarded by the City;
- (vii) The right to declare default on any other contract or agreement Consultant may have with the City.

(c) City's Reservation of Rights. If the Chief Procurement Officer considers it to be in the City's best interests, the CPO may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is

solely for the benefit of the City and that if the City permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

(d) **Non-Exclusivity of Remedies.** The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

34. Early Termination

(a) In addition to termination under the default and remedies sections of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Consultant. The City will give notice to Consultant in accordance with the provisions of the notice section of this Agreement. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under the notice section of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in the compensation section of this Agreement, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with the disputes section of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

(c) Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Consultant or the City.

(d) If the City's election to terminate this Agreement for default under the default and remedies sections is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this section.

35. Suspension

The City may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions in this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice to the City may treat the suspension as an early termination of this Agreement under the provision in this Agreement.

36. Right to Offset

(a) In connection with Consultant's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:

- (i) if the City terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- (ii) if the City exercises any of its remedies under the remedies section of this Agreement;
- (iii) if the City has any credits due or has made any overpayments under this Agreement.

The City may offset these incremental costs and other damages by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Consultant is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

(b) As provided under ' 2-92-380 of the Municipal Code, the City may set off from Consultant's compensation under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation* complaint and the amount of any *debt* owed by Consultant to the City as those italicized terms are defined in the Municipal Code.

(c) In connection with any liquidated or unliquidated claims against Consultant, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Consultant unrelated to this Agreement. When the City's claims against Consultant are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Consultant to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

37. Entire Agreement

(a) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

(b) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) No Omissions

Consultant acknowledges that Consultant was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

38. Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

39. Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Consultant and by the Mayor, Comptroller, and Chief Procurement Officer of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this section.

Whenever under this Agreement Consultant is required to obtain the City's prior written approval, the effect of any approval that may be granted pursuant to Consultant's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

40. Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Consultant irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Consultant may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Consultant, or by personal delivery on any officer, director, or managing or general agent of Consultant. If any action is brought by Consultant against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

41. Severability

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

42. Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

43. Cooperation

Consultant must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to ensure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

44. Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the City by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the City's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

45. Independent Consultant

(a) This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Consultant must perform under this Agreement as an independent consultant and not as a representative, employee, agent, or partner of the City.

(b) This Agreement is between the City and an independent consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

(ii) Consultant is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

(iii) The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Consultant.

46. Electronic Ordering and Invoices

The Consultant shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Consultant shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Consultant shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Consultant. Consultant shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Consultant in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Consultant, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

47. Participation by Other Local Government Agencies

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Consultant to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

48. Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Consultant warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;

11-4-1500 Treatment and disposal of solid or liquid waste;
 11-4-1530 Compliance with rules and regulations required;
 11-4-1550 Operational requirements; and
 11-4-1560 Screening requirements.

During the period while the Agreement is executory, Consultant's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of the Agreement, constitutes a breach of and an event of default under the Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Consultant's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in the Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of the Agreement, and may further affect Consultant's eligibility for future contract awards.

49. Firms Owned or Operated by Individuals with Disabilities

The City encourages consultants to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

50. Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

51. Authority

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

52. Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under the Scope of Services provision, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the City in a written amendment before Consultant is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer ("CPO") of the City and any representative duly authorized in writing to act on /the CPO's behalf.

"Department" means the City Department of Human Resources..

"Commissioner" means the means the executive of the Department of Human Resources and any representative authorized in writing to act on the Commissioner's behalf.

"Services" means, collectively, the services, duties and responsibilities described in the Scope of Services in this Agreement and **Exhibit _** of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

Attachment A

CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act. See 45 CFR parts 160 and 164.

1. Consultant must not use or further disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as Required by Law. (<http://www.hhs.gov/ocr/hipaa/>)
2. Consultant must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.
3. Consultant must mitigate to the extent practicable any harmful effect that is known to Consultant of a use or disclosure of PHI by Consultant in violation of the requirements of this Agreement.
4. Consultant must report any use or disclosure of the PHI not provided for by this Agreement to the City.
5. Consultant must ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Consultant on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to Consultant with respect to such information.
6. If the Consultant has PHI in a Designated Record Set then Consultant must provide access, at the request of the City, and in the time and manner designated by the City, to PHI in a Designated Record Set, to City or, as directed by City, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. If the Consultant has PHI in a Designated Record Set then Consultant must make any amendments to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR 164.526 at the request of City or an Individual, and in the time and manner designated by City.
8. Consultant must make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Consultant on behalf of, City available to the City, or at the request of the City to the Secretary, in a time and manner designated by the City or the Secretary, for purposes of the Secretary determining City's compliance with the Privacy Rule.
9. Consultant must document the disclosure of PHI and information relating to such disclosures as would be required for City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
10. Consultant must provide to City or an Individual, in time and manner designated by City, information collected which relates to the disclosure of PHI, to permit City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
11. Consultant must either return all PHI to the City or destroy it, at the City's option, upon termination or expiration of this Agreement.
12. Consultant must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic health information that it creates, receives, maintains, or transmits on behalf of the City as required by 45 CFR part 164.
13. Consultant must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.
14. Consultant must report to the City any security incident of which it becomes aware.

EXHIBIT 10

SPECIAL TERMS AND CONDITIONS

1.1. Backups, Disaster Recovery and Monitoring

1.1.1. Backups

An incremental backup of all City Data entered into the System since the last backup will be initiated daily. A full backup (complete data copy) will be initiated at least once per week. The incremental backup data is stored to disk at Consultant's hosting partner on a daily basis. Backups do not cause System downtime.

The full backup data is stored to disk at Consultant's hosting partner on a weekly basis. The full backup data is then copied to disk at a physically separate location and copied to tape. The tape version of these full backups will be picked up and stored in a separate, secure location provided by a commercial tape vault storage firm.

Consultant will provide a full weekly backup and incremental daily backups of the following: all City Data, configuration settings, and the database. Backup tapes may contain data from multiple customers. As for Authorized Users, Consultant production logs will, at a minimum, contain user ID, date and time of access and transaction codes. As for Consultant internal users, Consultant logs will, at a minimum, contain user profile, IP address, date and time of access and transaction codes. Consultant shall retain such logged information for a minimum of three (3) months, and shall make such log components available to City upon written request if security has been breached.

Individual document restoration due to City User error may be provided within forty-eight (48) hours of the City's written request, with each request billed at the then-current consulting rate set forth in this Agreement. Daily incremental backups in combination with weekly full backups will be complete so that no more than twenty-four (24) hours worth of data will be lost in the event of a disk-specific disaster and no more than one week worth of data in the event of the physical destruction of a hosting center.

1.1.2. Disaster Recovery

Consultant has both physical and logical contingency plans in place. Consultant's contingency plans are commercially reasonable and are specifically described in Consultant's Business Continuity Plan, which shall be provided to the City upon request. Consultant reviews and may amend its Business Continuity Plan annually in accordance with technology advances, provided however, that any such amendments shall not diminish the planned effectiveness and timeliness of the actions called for in the current Business Continuity Plan. In the event of a physical disaster, Taleo will bring the System back online with full functionality (including all Taleo Software Modules, configuration settings, and backed-up City Data) within 96 hours.

1.1.3. Monitoring and Security

Consultant stores transaction information on secure computers located in a physically secure data center. Consultant employs technology that is consistent with industry best practices for firewalls and other security technology to help prevent Consultant computers from being accessed by unauthorized persons. In order to protect data integrity during transfers, Consultant uses the HTTPS standard. In addition, Consultant provides the following security measures: SSL 128-bit encryption of the Career Section; the ability to transfer files via secure FTP, encrypted email, or HTTPS; and encrypted passwords for the Hosting Services. The System and all Consultant equipment are continuously monitored (24 hours per day; 7 days per week) for health and performance, and Consultant engineers are on-call at all times to resolve any System issues. In the event any security breaches, violations, and suspicious (questionable) activity are detected, Consultant will: (i) notify the City immediately upon knowledge of any security breaches or violations, and notify City as soon as reasonably possible upon knowledge of suspicious (questionable) activity; and (ii) provide an ongoing concerted effort to fix or patch the security problem, if the security breach is a matter under Consultant's control. At the City's request, Consultant shall disable the Hosted Site until the security breach is resolved. Consultant will not run any programs or procedures on City internal systems or networks without the City's specific knowledge and written approval.

1.1.4. Security / Load Testing

The City, its Authorized Users, approved entities, and Third-Party Consultants shall not: (i) perform any technical security integrity review, penetration test, load test, denial-of-service simulation, or vulnerability scan ("Ethical Hack") without Consultant's prior written consent; (ii) disclose information pertaining to an Ethical Hack or (iii) attempt to access the data of another Consultant client. If the parties consent to an Ethical Hack, City and Consultant will mutually negotiate and agree to a reasonable time for performance, and Consultant shall have the right to monitor the Ethical Hack and direct City to immediately suspend the Ethical Hack at any time. Consultant's consent to an Ethical Hack shall not constitute a waiver of any rights or remedies Consultant may have based on attempts to access Consultant's internal network or the data of other Consultant customers. Information pertaining to any Ethical Hack is considered Consultant Confidential Information for purposes of this Agreement. Consultant agrees to engage a qualified, independent security firm to perform, at least on an annual basis, a network and application vulnerability audit and scan. Such audit and scans shall address Consultant's control environment, physical security, environmental security, computer operations, information security, application development standards, and data communications, including scans of Port 80 and 443 for vulnerabilities, including, but not limited to, SQL injection and Cross-Site Scripting. Consultant shall provide the results of such audit and scans to City and

if City reasonably determines the scope and methodology of such scans were not consistent with industry standards, Consultant shall retest or provide the City with the option, subject to supervision by Consultant as described above, to conduct its own testing. Consultant's assistance and monitoring of any City testing shall be at the consulting rates as agreed to by both the City and Proposer. Upon City request, Consultant shall provide City with the results of Consultant's monthly system security monitoring and audit.

1.1.5. Use of Robots Prohibited

The City, its Authorized Users, approved entities, and Third-Party Consultants shall not in any event use any software tool designed to automatically emulate the actions of a human user (such tools are commonly referred to as "Robots") in conjunction with the System (whether a production or non-production instance of the System). Common Robots include, without limitation, Loadrunner, Winrunner, Silk performer, Rational Robot, QALoad, and WebLOAD, and such programs are commonly used for the purpose of data entry, data loading, data migration, load testing, performance testing, performance monitoring, performance measuring, and stress testing. Use by City, its Authorized Users, approved entities, or Third-Party Consultants of a Robot, including those listed above, or other similar programs with the System, for the purposes listed above or any other purpose without Consultant's prior written consent is a material breach of this Agreement.

1.2. Supported Browsers

1.2.1. Browsers Supported For Authorized Users

Consultant supports the use of Internet Explorer ("IE") browsers by Authorized Users. When a new version of an IE browser is commercially released, Consultant will support the previous version for at least one year and the next-previous version (i.e., two versions back) for at least six months after the date when Consultant fully supports the new version of the IE browser. New versions of IE browsers will be fully supported by Consultant as soon as possible, but in no event later than six months after the general availability of a new version.

1.2.2. For Candidates

At a minimum, Consultant will at all times support browser versions which comprise at least ninety percent (90%) of the total browser usage in the marketplace. Browser usage percentages will be based on actual measurement of browsers attempting access and accessing Consultant's servers in the immediately preceding calendar quarter. Taleo will provide the City with a listing of current supported browsers upon request.

1.3. General

Consultant reserves the right to change existing infrastructure, hardware, and underlying software used to provide the System as expansion and new technology deem necessary, provided that all such changes are consistent with industry best practices and do not reduce Consultant's ability to comply with the terms and conditions of this Agreement, including Hosting Performance Metrics and other performance and maintenance requirements as described in this Exhibit. Consultant assumes no responsibility for delays or problems that result from City's computing or networking environment, City's third party vendors and/or City's local or long distance telephone carriers or ISPs. Consultant reserves the right to conduct non-essential, high volume tasks (for example, acknowledgments of candidate preferences) during off-peak hours (i.e., from 12:00 am to 6:00 am ET). Upon reasonable notice, Consultant reserves the right to modify support terms periodically, subject to review and acceptance by City.