

**REQUEST FOR PROPOSAL (“RFP”) FOR CUSTOMER SERVICE AND  
CALL CENTER SERVICES FOR WATER/SEWER BILLING  
OPERATIONS**

**Specification No. 100153**

Required for use by:

**CITY OF CHICAGO  
(Department of Finance/Revenue)**



This RFP distributed by:

**CITY OF CHICAGO  
(Department of Procurement Services)**

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

Jamie L. Rhee, Chief Procurement Officer  
Attention: Jacoby Radford, Assistant Procurement Officer  
Department of Procurement Services  
Bid and Bond Room - Room 301, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

A Pre-Proposal Conference will be held on September 21, 2011 at 2:00 p.m.. Central Daylight Time, at Department of Procurement Services, 121 N. LaSalle St, City Hall, Room 403 B, Chicago, Illinois 60602.

Attendance is Non-Mandatory, but encouraged.

**PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M., CENTRAL  
DAYLIGHT TIME, ON OCTOBER 26, 2011**

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**RAHM EMANUEL  
MAYOR**

**JAMIE L. RHEE  
CHIEF PROCUREMENT OFFICER**

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**REQUEST FOR PROPOSAL (“RFP”) for CUSTOMER SERVICE AND CALL CENTER SERVICES FOR WATER/SEWER BILLING OPERATIONS**

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**List of Exhibits**

- EXHIBIT 1. Scope of Services
- EXHIBIT 2. Company Profile Information
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- EXHIBIT 4. Cost Proposal - Excel Spreadsheet -  
*Exhibit\_4\_Cost\_Proposal\_Customer\_Service\_Water\_Sewer\_Billing\_RFP\_09-07-2011.xls*
- EXHIBIT 5: Special Conditions Regarding Minority and Women Owned Business Enterprise (M/WBE) Commitment, including:
  - 1. Attachment A: Assist Agencies
  - 2. Attachment B: Sample Letter to Assist Agencies
  - 3. Schedule B: Affidavit of Joint Venture (M/WBE)
  - 4. Schedule C-1: Letter of Intent from M/WBE to Perform as Subcontractor, Supplier and/or Consultant
  - 5. Schedule D-1: Affidavit of M/WBE Goal Implementation Plan
- EXHIBIT 6. Online City of Chicago Economic Disclosure Statement and Affidavit and Appendix A (EDS) Instructions and Attachment A, Online EDS Acknowledgement
- EXHIBIT 7. Key Personnel
- EXHIBIT 8. Insurance Requirements and Insurance Certificate
- EXHIBIT 9. City of Chicago Sample Professional Services Agreement

# **REQUEST FOR PROPOSAL (“RFP”)**

*for*

## **CUSTOMER SERVICE AND CALL CENTER SERVICES FOR WATER/SEWER BILLING OPERATIONS**

Specification No. 100153

### **I GENERAL INVITATION**

#### **1.1 PURPOSE OF THE REQUEST FOR PROPOSAL**

The City of Chicago (“City”), acting through its Department of Finance/Revenue (“Department”) invites the submission of proposals from firms with expertise and experience in providing the following services: The staffing and management of Customer Service to be utilized in the City’s water/sewer billing process, including the call center, in-person and written/email correspondence.

Companies with demonstrated experience in this area, and with an interest in making their services available to the City of Chicago, are invited to respond to this RFP. For purposes of this RFP, **Chief Procurement Officer (“CPO”)** means the Chief Procurement Officer for the City of Chicago. **“Comptroller”** means Chief Executive Officer of the City ‘Department of Finance/Revenue. **“Respondents”** means the companies or individuals that submit proposals to this RFP. The documents submitted will be referred to as **“Proposals.”**

The purpose is to find a qualified company to provide services identified in this RFP and to improve overall efficiency and effectiveness.

The Services contemplated are professional in nature. The selected Respondent (“Contractor”) 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 the professional ethics in its relationship to the City. All reports, information, or data prepared or assembled by the Contractor 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 contain a provision requiring confidentiality on the part of Contractor.

The Contractor 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.

## II SCOPE OF SERVICES

### 2.1 Scope of Services

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

### 2.2 Term of Services

The initial contract term will be five (5) years from the date on which a contract is awarded by the City. In addition, the contract may provide that the City may elect to extend the contract up to 3 years to provide for ongoing Services. A copy of the City of Professional Services Agreement is attached as Exhibit 9. The City may from time to time revise its terms and conditions. Respondent must identify any objections that it has to this Agreement in its response to this RFP.

## III BACKGROUND AND OVERVIEW

The Department of Finance/Revenue's mission is to support vital City infrastructure and services by maximizing revenue collections while providing superior customer service.

The Department of Revenue ("DOR") administers and enforces the Municipal Code of Chicago in an efficient and courteous manner. It is responsible for educating businesses and individuals in meeting their business obligations and informing them of the basis of all enforcement actions. The DOR is also accountable for providing accurate information and ensuring that citizens know their rights in dealings with the City.

The Water Billing & Collections Division within the Department of Revenue is responsible for collecting water/sewer service payments and providing billing related customer service through several channels, including call center, in-person and written correspondence support.

## IV GENERAL INFORMATION AND GUIDELINES

### 4.1 Communications between the City of Chicago and Respondents

#### A. Submission of Questions or Requests for Clarifications

**Respondents must communicate only with the Department of Procurement Services.** All questions or requests for clarification must be submitted to the following e-mail address: [jacoby.radford@cityofchicago.org](mailto:jacoby.radford@cityofchicago.org). All questions and requests for clarification must be submitted no later than 4:00 p.m. Central Daylight Time on September 28, 2011 or no response will be provided except at the discretion of the City. A Respondent that deviates from any of these requirements is subject to immediate disqualification from this RFP process.

The subject line of the email 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") Customer Service and Call Center Services for Water/Sewer Billing Operations, Specification No.

100153.” No telephone calls or e-mails will be accepted unless the questions are general in nature.

**B. Pre-Proposal Conference**

The City will hold a Pre-Proposal Conference at the Department of Procurement Services, 121 N. LaSalle St, City Hall, Room 403-B, Chicago, Illinois 60602 at 2:00 p.m. Central Daylight Time on September 21, 2011, 2011. All parties interested in bidding on this RFP are urged to attend in person. 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 or mailed prior to the deadline for receipt of questions per Section 4.1.A.

**C. Downloadable RFP Documents**

Respondents should obtain this RFP from the Bid and Bond Room located at City Hall, 121 N. LaSalle St., Room 301, Chicago, Illinois 60602.

Respondents may request the Bid and Bond Room personnel mail them a copy of the RFP by providing the Bid and Bond Room a Federal Express account number or make arrangements with Bid and Bond Room personnel to have a package ready for pickup by another courier service. The Bid and Bond Room telephone number is (312) 744-9773. The City accepts no responsibility for the timely delivery of materials.

In the alternative, Respondents may download the RFP from URL address: <http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Specs/2011/Spec100153.pdf>.

If Respondent chooses to download the RFP document, the Respondent must contact the Bid and Bond Room by faxing a legible copy of Respondent's business card, referencing Specification No. 100153 to (312) 744-5611 or by calling the Bid & Bond Room at (312)744-9773 to register Respondent's company as an RFP document holder, which will better enable Respondent to receive any future clarifications and/or addenda related to this RFP. Respondents are responsible for obtaining all RFP materials.

Under no circumstances shall failure to obtain clarifications and/or addenda relieve a Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing a Proposal. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award(s) made under this RFP.

**4.2 Deadline and Procedures for Submitting Proposals**

A. 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 Daylight Time on October 26, 2011. The Bid and Bond Room can be reached at telephone number 312-744-9773.

- B. 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.A above. Only the Chief Procurement Officer (“CPO”) is empowered to determine whether to accept or return late Proposals. No additional or missing documents will be accepted after the due date and time, except as may be requested by the Chief Procurement Officer.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent 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 Respondent's sole responsibility to ensure that the Proposal is received as required.

- C. Proposals must be delivered to the following address:

Jamie L. Rhee, Chief Procurement Officer  
City of Chicago  
Department of Procurement Services  
Bid and Bond Room  
Room 301, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Jacoby Radford, Assistant Procurement Officer

- D. Respondents must submit the following Proposal Items:

	<u>Proposal Item</u>	<u>Quantity</u>
1.	Original Copy - Paper	1
2.	Duplicate Copy - Paper	2
3.	Electronic Copy - CD-ROM (in PDF format)	10

The original Proposal must be clearly marked as “ORIGINAL”. All documents requiring a signature must bear the original signature of Respondent's authorized signatory. Respondent must enclose all documents in clearly labeled sealed envelopes or boxes.

- E. The outside of each sealed envelope or package must be labeled as follows:

Proposal Enclosed  
Request for Proposals (RFP) for Customer Service and Call Center  
Services for Water/Sewer Billing Operations  
Specification No.: 100153  
**Due: 4:00 p.m., October 26, 2011**  
Submitted by: (Name of Respondent)  
Package \_\_\_\_ of \_\_\_\_

The City's opening of Respondent's sealed envelope(s) or package(s) containing a Proposal shall neither be deemed nor constitute acceptance by the City of Respondent's Proposal. The City reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if the same were submitted by the

due date and time specified herein, for any purpose, including without limitation, determining the particular RFP to which Respondent has responded, determining if a Proposal was submitted by the date and time specified in this RFP, and in order to determine a Respondent's return address.

- F. **FEES FOR THE SUBMISSION OF PROPOSALS.** Section 2-92-418 of the Municipal Code of the City of Chicago requires for each competitively bid contract and each request for proposal where the estimated dollar value of the Contract, as determined by the Chief Procurement Officer, exceeds \$10,000,000.00 that each bidder or proposer submit with its proposal a non-refundable "submittal fee" in the amount of \$900.00. The submittal fee must be submitted no later than the date and time on which the bid or proposal is due. The submittal fee must be in the form of a certified check, cashier's check or money order payable to the City of Chicago. The CPO has determined the value of the contract for the Services required under this Contract does not exceed \$10,000,000.00. As a result, a submittal fee to the City with its Proposal to this RFP is not required.

#### **4.3 RFP Information Resources**

Respondents 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](http://www.cityofchicago.org/Procurement):

- Search MBE/WBE Directory Database
- 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.

<b>Key Activity</b>	<b>Target Date</b>
City Issues RFP	September 6, 2011
Non-Mandatory Pre-Proposal Conference	September 21, 2011
Pre-Proposal Questions Due	September 28, 2011
Proposals Due	October 26, 2011

#### **4.5 Confidentiality**

Respondent may designate those portions of the Proposal, which contain trade secrets or other proprietary data that must remain confidential. If a Respondent includes data that is not to be disclosed to the public for any purpose or used by the City except for evaluation purposes, the Respondent 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 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 the evaluation of Proposals. If, however, a contract is awarded to this Respondent 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 Illinois Freedom of Information Act (FOIA).**

## **V PREPARING PROPOSALS: REQUIRED INFORMATION**

Each Proposal must contain all of the following documents and must conform to the following requirements.

### **5.1 Format of Proposals**

Proposals must be prepared on 8 ½" X 11" letter size paper (preferably recycled), 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.

Proposals must be submitted in two separately-bound volumes. The first volume must contain the Respondent's Statement of Qualifications and must be labeled "Volume I, Statement of Qualifications"; the second volume must contain representations and certifications as described herein and must be labeled "Volume II, Representations and Certifications".

Each separate volume and individual sections should be clearly identified and/or separated by labeled tabs and organized in accordance with subject matter sequence as set forth below.

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

### **5.2 Volume I - Required Content of Proposals**

Respondents 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. Respondent must provide information in the appropriate areas throughout the RFP. Submission of a Proposal in response to this RFP constitutes acceptance of all requirements outlined in the RFP. By submitting a response to this RFP, Respondent is acknowledging that if its Proposal is accepted by the City, its Proposal and related submittals may become part of the contract. While the City recognizes that Respondents provide costs in varying formats, compliance with the enclosed costing structure in Exhibit 4 is critical to facilitating equitable comparisons and failure to comply may result in rejection of the Proposal.

The Proposal must include the following information:

1. **Cover Letter– limit of one page**

Respondent(s) must submit a cover letter signed by an authorized representative of the entity committing Respondent to providing the Services in accordance with the terms and conditions of any Agreement, which may be awarded pursuant to the RFP process.

2. **Executive Summary – limit of five pages**

Respondent must provide an executive summary, which addresses the following information:

- (i) Outline the number of years Respondent has been in business and identify Respondent's legal name, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, partnership), the names of its principals or partners, and whether Respondent is authorized to do business in the State of Illinois. If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify all legal entities so comprising Respondent; it must identify each entity's respective ownership percentage of Respondent; and Respondent must summarize the role, degree of involvement and experience of each such separate entity;
- (ii) Indicate the name and telephone number(s) of the principal contact for oral presentation, or negotiations.
- (iii) Explain its understanding of the City's intent and objectives and its approach to achieving those objectives and addresses the following information;
- (iv) Summarize Respondent's commitment to comply with the MBE/WBE requirements as stated in the Special Conditions Regarding Minority Business Enterprise ("**MBE**") and Women Business Enterprise ("**WBE**") Commitment, attached to this RFP as Exhibit 5; and
- (v) Attached as Exhibit 9 is a sample professional services agreement that may become part of the City contract with the selected respondent. The terms and conditions attached should not be

construed as the sum total of the terms and conditions that will constitute the final contract; furthermore, the City may make changes to the attached terms and conditions in its discretion. Respondent must identify any exceptions or objections to those terms and conditions in Exhibit 9 in its proposal; if Respondent does not list such in its proposal, the City will not entertain any such exceptions or objections on these provisions during contract negotiation.

**3. Professional Qualifications and Specialized Experience of Respondent and Key Personnel Committed to this Project**

Respondent must describe its previous experience on recent projects of similar type, scope and magnitude; identifying both private sector and public sector work. Respondent 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 Respondent's involvement, the total dollar value of the project, the key personnel involved and their roles, and client reference information for the project.

Respondent must include in its response evidence of the following:

1. Proven ability to provide support services (e.g., safety incentive programs, a risk management information system and reports) demonstrable by references, exhibits, firm composition or other similar evaluation criteria.

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

**(a) Company Profile Information (See Form in Exhibit 2) limit of one page (plus any attachments required by the provisions below.)**

Identify participants in Respondent's "Team." For example if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent 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 Respondent has a prime contractor / 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 Respondent 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 Respondent is a joint venture or partnership, attach a copy of the joint venture or partnership agreement signed by an authorized officer of each partner. Each partner must execute:

- (i) Schedule B as shown in Exhibit 5, if joint venture or partnership includes City of Chicago certified MBE/WBE firms(s), as applicable.
- (ii) Separate Economic Disclosure Statement and Affidavit (“EDS”) completed by each partner and one in the name of the joint venture or partnership as shown in Exhibit 6.
- (iii) Insurance certificate in the name of the joint venture or partnership business entity.

**(b) Company Reference / Client Profile Information (See Form in Exhibit 3 limit of two pages plus ten pages for Company Reference Forms)**

Respondent must provide at least 3 references preferably from a municipality or government agency related to a contract of similar scope and magnitude as described in this RFP. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone and email address.
- Description of equipment and Services provided similar to the Services outlined in Exhibit 1.
- The date when the Service was implemented.
- The location of the Services.
- Nature and extent of Respondent’s involvement as the prime contractor (also indicate area of secondary responsibility, if applicable) Identify equipment and Services, if any, subcontracted, and to what other company.
- Nature and extent of Respondent’s involvement as the prime contractor (also indicate areas of secondary responsibility, if applicable).
- Contract term (Start and End date, or indicate if currently providing services)
- The total dollar value of the Services.

All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

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

**(c) Capacity to Perform City Project limit of five pages**

Describe how any uncompleted projects and/or contractual commitments to other clients will affect your ability to deliver services, capacity to perform within City's timeline and affect dedicated resources committed to the City's project. Respondent should provide a summary of current and future projects and commitments and include project 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?

**4. Project Understanding and Approach – limit of twenty five pages plus a Team Organizational Chart and Staffing Chart**

A. Respondent must describe its interest, understanding and approach and methodology for managing Customer Service for water/sewer billing in large, complex projects such as the City and how the Respondent is uniquely qualified and/or positioned to provide these services, while meeting or exceeding the Service Levels set forth in the Exhibit 1, in the most efficient and cost-effective manner and should address the following areas:

**1. Service Delivery**

Respondent must describe their overall approach to service delivery. At a minimum, this section should address the following:

**2. Process Improvement**

Respondent must describe how the Respondent will leverage their own experience to evaluate and improve the City's processes without service delivery interruptions and without increasing cost. Describe past experiences with improving the speed and efficiency of similar operations and provide examples or case studies. Respondent should detail the efficiencies the City will achieve by utilizing the respondent's services.

**3. Quality**

Respondent must describe the control mechanisms that the Respondent will use to ensure quality is maintained for the duration of the engagement. Describe the Respondent's approach to quality assurance and the methods or tools used to monitor and control the quality of all service deliverables.

**4. Reporting**

Respondent must describe the Respondent's overall approach to management reporting and how the Respondent will ensure that operational information is accurately being inputted, that reports are clearly understood by the recipient, are sufficiently detailed, and are delivered as scheduled.

**5. Service Levels**

Respondent must describe their overall understanding of Service Levels and approach to maintaining them. At a minimum, this section should address the following:

**a. General Feedback**

Provide feedback on the proposed Service Level Requirements set forth in this RFP and the Respondent's willingness and ability to adhere to them. The Respondent should positively confirm that it understands and can meet each of the Service Level goals or identify and comment on any exceptions. For exceptions, Respondent should provide specific reasons for the exception and how they would address the exception in a way that is still able to meet the City's objectives. Exceptions to the SLRs should be described in detail in this section.

**b. Service Level Gaps**

Based on the Respondent's experience and understanding of the City's objectives, describe any gaps that may exist in the City's SLRs and the impact that these gaps may have on overall service delivery. Respondent should include information/recommendations based on their experience providing similar services, about how potential gaps should be addressed.

**c. Service Level Monitoring**

Respondent must describe their plan for monitoring and reporting against the SLRs. What does the Respondent believe are the City's responsibilities in this process? Provide sample executive level reports or dashboard capabilities on SLR performance.

**d. Documentation**

The City expects the Contractor to be responsible for the development and maintenance of all service-related documentation. This includes, but is not limited to:

- all user training materials
- manuals
- call scripts
- policies and procedures

Respondent must describe Respondent's overall approach to document management. The discussion should include a description of how the Respondent plans to inventory and assume control of all existing documentation and manage it going forward. Respondent should describe the tools, processes, and personnel that will be used to manage ongoing service related documentation.

**6. Training & Knowledge Management**

The City expects the Respondent to maintain a high quality of service with no service disruptions during the entire term due to loss of knowledge or lack of adequate training. The City expects continuous and ongoing improvement that enhances the City's knowledgebase and optimizes service delivery. The City expects that training materials and programs and knowledge management systems will be continuously updated to reflect current operations.

Respondent must describe the Respondent's approach, methodology, and tools used for training. The discussion should include a description of how the Respondent plans to develop training plans and provide ongoing training. Respondent should also describe strategy for assuming responsibility for existing training materials and maintaining the training materials; all without the City incurring extra costs.

**7. Continuous Improvement**

Respondent must describe how the Respondent will implement a continuous improvement program. At a minimum, this section should address the following:

**a. Continuous Cost Reduction**

From time to time, a member of the City's staff or of the Respondent's staff may propose changes to existing business processes that are projected to result in an overall cost savings to the City. The Respondent is expected to analyze and potentially implement such changes at the direction of the City.

Respondent must provide specific examples of the type and amount of savings the Respondent has achieved in providing similar services to public sector clients. How will these savings passed on to the City?

**b. Quality Improvement**

Respondent must describe How has the Respondent will achieve improvements in quality of services (e.g., reducing errors)? Provide specific examples.

**c. Service Level Improvement**

Respondent must describe how has the Respondent will achieve improvements in its service levels over time? Provide specific examples.

**d. Productivity Improvement**

Respondent must describe how has the Respondent will achieve improvements in productivity over time? Provide specific examples.

**8. Innovation & Value Differentiation**

Respondent must describe how the Respondent's total solution represents the best value for the City of Chicago. Using specific examples, describe how the Respondent provides thought leadership and innovation and how that experience will directly benefit the City. This section should provide a clear and succinct case for why the Respondent is best suited for this work.

Respondent must include an explanation of its approach to management. Also to be included are: a plan for implementing and monitoring the Services; organizational chart showing the relationship between all team-member firms; the roles and responsibilities of team-member firms; strategies, tools and safeguards for ensuring timely, quality performance of all required timely Services; equipment, software and hardware considerations; training and on-going support; and any additional factors for the City's consideration.

Any subcontractors who will be performing Services on this Project, including their designation as MBE/WBE/BEPD, should be listed along with discussion of their roles and responsibilities.

**5. Overview of Respondent's Plan to Implementing the Services - limit of fifteen pages plus any illustrations, diagrams and/or samples in an Appendix as needed.**

Respondent must describe how they will meet each of the service requirements described in Scope of Services. The Respondent is expected to provide a concise narrative response that explains exactly how the Respondent plans to meet the requirements listed. Where applicable, Respondent is encouraged to provide examples of how and where similar requirements are being met (or have been met previously) on other projects. Respondent should use illustrations, diagrams and/or attach sample material in an appendix to provide additional clarity. The Respondent should use this narrative response as an opportunity to convey their understanding of the specific requirement and how their solution has been designed to best meet it.

It is **not** sufficient to simply restate the requirement and that the Respondent understands and will comply. Respondent must provide a narrative response that addresses each of the requirements described in Exhibit 1:

- (i) General Service Requirements
- (ii) Water/Sewer Billing Customer Services Requirements
- (iii) Customer Service Personnel Requirements
- (iv) Customer Service Operations and Administration Requirements
- (v) Customer Service Reporting Requirements
- (vi) Customer Service – Service Level Requirements (SLRs)

**6. Cost Proposal Detail**

The City is requesting detailed information regarding the costs for the Services required. In Exhibit 4, provide details in the cost proposal. Respondent is responsible for disclosing any charges or fees not listed on the cost proposal that the City would incur with the Respondent, before, during, and after the implementation.

Respondent must use the provided Excel worksheet to provide all pricing information and assumptions. Pricing information received in any other format will not be considered and may be cause for the Proposal to be rejected. In addition, Respondent must provide a narrative response that addresses each of the requirements:

- (i) Baseline Work Volume
- (ii) Pricing Model
- (iii) Fees

For purposes of comparing costs between Respondents, Respondents should not deviate from the compensation methods outlined in Exhibit 4. The City reserves the right to negotiate a final fixed price, terms and conditions with selected Respondent.

**7. Minority and Women Business Enterprises Participation Plan and Commitment – limit of three pages**

Respondent must describe its plan for MBE/WBE participation and commitment to achieving meaningful technical and financial goals. The current MBE participation goal is 25% of the total contract value, and the current WBE participation goal is 5% of the total contract value. Consistent with the City's practice of encouraging and facilitating the participation of MBEs and WBEs in prime contractor roles on City projects, the City urges Respondents to partner with MBE and/or WBE firms at the prime contractor level. To be eligible for favorable consideration under the Prime Contractor element of the criteria, proposed MBE and/or WBE participation on a Respondent's team must include well-defined management roles and responsibilities for the MBE and/or WBE team members and must allocate to the MBE and/or WBE financial risk commensurate with the financial rewards available to be achieved by a successful Respondent.

**5.3 Volume II - Required Content - Representations and Certifications**

**1. Minority and Women Business Enterprises Commitment**

Respondent must complete and submit the forms that are attached to this RFP in Exhibit 5 to evidence Respondent's proposed MBE/WBE participation in some aspect of the contract. The current Minority Business Enterprise (MBE) participation goal is 25%, and the current Women Business Enterprise (WBE) participation goal is 5% of the total contract value.

Respondent must submit a completed Schedule D-1 and obtain a separate Schedule C-1 completed and signed by each proposed MBE and WBE firm describing the services to be provided. With each Schedule C-1 form,

Respondent should submit a current Letter of Certification issued by the City of Chicago. The proposed MBE or WBE firm must be certified by the City of Chicago at the time of Proposal submission. The City reserves the right to require Respondents to replace any proposed MBE/WBE that is not certified with the City of Chicago.

Further, the percentage participation for each MBE or WBE firm on the individual Schedule C-1s should match the percentages for each MBE or WBE firm listed on the Schedule D-1. All schedules submitted must be original signature. Failure to submit these documents, or incomplete documents, may result in Respondent being declared non-responsive.

In order to determine the best way in which to achieve and document MBE/WBE participation, Respondent must refer to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFP as Exhibit 5. To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, you may search the City's MBE/WBE Directory Database on the City's website: [www.cityofchicago.org/Procurement](http://www.cityofchicago.org/Procurement).

## **2. Financial Statements**

Respondent should provide a copy of its audited financial statements for the last 3 years. Respondents 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 Respondent 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 Respondents 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/expenses must be presented in adequate detail for the City to assess the financial condition of the Respondent.

## **3. Economic Disclosure Statement and Affidavit ("EDS")**

Respondent must submit a completed and executed Economic Disclosure Statement and Affidavit and the Appendix A. **See hardcopy EDS forms and Online City of Chicago EDS Instructions and Attachment A Online EDS Acknowledgement in Exhibit 6.** If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS as applicable, per instructions on the EDS form. In addition, any entity that has an interest in Respondent 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. **Upon completion of Online EDS, Respondent shall submit a copy of 2 documents with their proposal: 1) Certificate of Filing printed from system and 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form in lieu of hardcopy EDS forms.**

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

**4. Respondent's Corporate History**

Respondent must provide a chronological history of all mergers and/or acquisitions (if any) involving the Respondent and each legal entity comprising Respondent, 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.

**5. Business License/Authority to do Business in Illinois**

Respondent 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 Respondent is authorized by the Secretary of State to do business in the State of Illinois. Provide copies with the Proposal submission.

These requirements will vary depending upon the circumstances of each Respondent. See the Department of Business Affairs and Consumer Protection’s (BACP) website for additional information:  
[www.cityofchicago.org/businessaffairs](http://www.cityofchicago.org/businessaffairs)

If required by law, Respondents are required to have an Illinois Business License. See the State of Illinois, Department of Business Services’ website for additional information: [www.cyberdriveillinois.com](http://www.cyberdriveillinois.com)  
(<http://www.cyberdriveillinois.com/>).

Additionally, visit the State of Illinois’ Division of Professional Regulation for information regarding the State of Illinois’ Professional Certifications:  
[http://www.idfpr.com/DPR /](http://www.idfpr.com/DPR/)

**6. Legal Actions**

Respondent 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) Respondent or any division, subsidiary or parent entity of Respondent, or (ii) any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:

- (i) A debtor in bankruptcy; or

- (ii) 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
- (iii) A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- (iv) A defendant in any criminal action; or
- (v) A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- (vi) 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
- (vii) 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 legal action information from Respondent's team members during the evaluation process.

## 7. **Insurance**

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

## VI **EVALUATING PROPOSALS**

An Evaluation Committee, which will include the representatives of the Department of Finance/Revenue, 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.

In evaluating Proposals, the EC will first consider the completeness and responsiveness of the Respondent's Proposal. The RFP proposal evaluation process is organized into three phases:

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

### Phase I - Preliminary Proposal Assessment

Phase I will involve an assessment of the Respondent's compliance with and adherence to all submittal requirements requested in **Section 5.2 Volume I, Required Content of Proposals** and **Section 5.3, Volume II, Representations and Certifications**. 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" and rated Non-Responsive.

### Phase II - Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent's proposal meets the project requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent's qualifications, experience, proposed implementation plan, preliminary cost

proposal and other factors based on the evaluation criteria outlined in this Section VI Evaluating Proposals.

As part of the evaluation process, the EC will review the information required by Section V, above, 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 Respondent's financial condition.

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

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

In addition, the Evaluation Committee will review the overall responsiveness and completeness of the Proposal with respect to the requirements outlined in this RFP and Respondent's Proposal 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 Respondent and its team as a Customer Service and Call Center Services for Water/Sewer Billing Operations on projects of similar scope and magnitude (e.g., specifically with respect to large organizations and government agencies).
3. Professional qualifications and specialized experience of Respondent's key personnel and local availability of key personnel committed to the City account as shown in Exhibit 7.
4. Past and current performance of respondent (and team members) on other contracts in terms of quality of services and compliance with performance schedules. The Evaluation Committee may solicit from current and/or previous clients including the City, other government agencies, or any available sources, relevant information concerning Respondent's record of performance.

B. Quality, comprehensiveness and adequacy of the proposed approach to developing and implementing a third party liability claim administrator services, including the staffing plan, local availability and commitment of personnel who will manage and oversee the City's account.

The Evaluation Committee will review each proposal for the Respondent's understanding of the objectives of the Services and how these objectives may be best accomplished. Each Respondent will be evaluated on its overall strategy, methodology, and approach to meeting the City's requirements.

C. Cost Proposal relative to information provided in Exhibit 4.

- D. The level, relevancy and quality of participation by MBE/WBE firms certified by the City of Chicago. Failure to meet this requirement may be cause for the Respondent to be disqualified.
- E. Legal Actions - The EC will consider legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.
- F. Financial Stability – The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.
- G. Compliance with Laws, Ordinances, and Statutes – The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract. See Online City of Chicago EDS Instructions and Attachment A, Online EDS Acknowledgement form in Exhibit 6.
- H. Conflict of Interest – The EC will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent 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 Respondent may be disqualified from further consideration.
- I. Degree to which the Respondent accepts the City's Sample Professional Services Agreement in Exhibit 9 that will impact contract negotiations.

## **VII SELECTION PROCESS**

After the Evaluation Committee ("EC") completes its review of Proposals in Phase II, it may submit to the Comptroller of the Department of Finance/Revenue a recommended short list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select a Respondent, or a recommendation to reject any or all Proposals.

### Phase III- Site Visit and/or Oral Presentations

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Comptroller, those short-listed Respondents may be subject to a site visit, systems demonstration, and/or invited to appear before the Evaluation Committee for an oral presentation; to clarify in more detail information what was submitted in Respondent's Proposal; and/or to ask Respondent to respond to additional questions. Afterwards, the Evaluation Committee will make a final evaluation, including a final ranking of the Respondents, and will submit a recommendation for selection of a Respondent to the Comptroller.

If the Comptroller makes a selection recommendation, the recommendation will be forwarded to the Chief Procurement Officer for authorization to enter into contract negotiations with the selected Respondent.

The City will require the selected Respondent to participate in contract negotiations. The City's requirement that the selected Respondent 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 Respondent, including failure to agree on a fair and reasonable cost proposal for the Services or any other terms or conditions, the Comptroller may ask the Chief Procurement Officer to terminate negotiations with the selected Respondent, and to negotiate with any of the other qualified Respondents, 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 CPO determines this action to be in the City's best interests. The receipt of Proposals or other documents will in no way obligate the City to enter into any contract of any kind with any party.

## **VIII 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 Respondents listed on the "Take Out Sheet" prior to the Proposal due date. Prospective Respondents are automatically listed when they sign or leave a business card for a copy of the RFP package in the Bid and Bond Room. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent must acknowledge receipt.

Respondents are solely responsible for acquiring the necessary information or materials from the Bid and Bond room.

Copies of the take-out list, and any addenda, are available from the Department of Procurement Services Bid and Bond Room 301, City Hall, 121 North LaSalle Street, Monday-Friday, 8:30 a.m. - 4:30 p.m.; 312-744-9773; and via the Internet at the Department of Procurement website: [www.cityofchicago.org/Procurement](http://www.cityofchicago.org/Procurement)

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.A herein; 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 V. If no Respondent 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 Respondents, 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 and of participating in any conferences, site visits, product /system demonstrations, oral presentations or negotiations.

### **8.4 Prohibition on Certain Contributions – Mayoral Executive Order No. 2011-4**

Pursuant to Mayoral Executive Order No. 2011-4, 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, Respondent, any person or entity who directly or indirectly has an ownership or beneficial interest in Respondent of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Respondent'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 (Respondent 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 Respondent violates this provision or Mayoral Executive Order No. 2011-4 prior to the award of an agreement resulting from this request for qualifications/proposals/information, the Chief Procurement Officer may reject Respondent's proposal.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which is 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:
1. The partners have been residing together for at least 12 months.
  2. The partners have common or joint ownership of a residence.
  3. 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.
  4. 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 2011-4.

## **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.

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**

## **SCOPE OF SERVICES**

### **CUSTOMER SERVICE AND CALL CENTER SERVICES FOR WATER/SEWER BILLING OPERATIONS SERVICES**

The selected Respondent (“Contractor”) must have experience in staffing and management of customer service and call center operations. Respondent must provide documentation to support experience in the following areas:

#### **I. Background and Overview of Current Processes**

##### **Department of Revenue**

The Department of Revenue’s mission is to support vital City infrastructure and services by maximizing revenue collections while providing superior customer service.

The DOR administers and enforces the Municipal Code of Chicago in an efficient and courteous manner. It is responsible for educating businesses and individuals in meeting their business obligations and informing them of the basis of all enforcement actions. The DOR is also accountable for providing accurate information and ensuring that citizens know their rights in dealings with the City.

The Water Billing & Collections Division within the Department of Revenue is responsible for collecting water/sewer service payments and providing billing related customer service through several channels (as detailed in the next section).

##### **Water/Sewer Billing Customer Services**

The Water Billing & Collections Division within the Department of Revenue receives requests and inquiries from the public through several channels, including:

- Over the phone through its Call Center lines (312) 744-4H20 or (312) 744-4426
- In-person at its main city office – includes walk-ins with general billing inquiries, legal concerns and full payment certificate applications
- Written correspondence – various applications and written/faxed/emailed requests

Customer Service staff members respond to all water/sewer billing related inquiries, whether account-specific or general in nature, including, but not limited to the following areas:

- a) Billing and payment inquiries
- b) Water/Sewer billing disputes
- c) Payment arrangements
- d) Water consumption (i.e. meter reads)
- e) Water shut-off activity (posting for shut-off and shut-off) as a result of non-payment
- f) Water restoration as a result of payment

- g) Full payment certificates
- h) Refund requests
- i) Status of various citizen applications and correspondence
- j) Exemptions (e.g. charitable, senior citizen sewer exemption)
- k) Legal issues (e.g. foreclosure, bankruptcy, lien, etc.)
- l) MeterSave inquiries and registrations
- m) Service order requests for special examinations/reviews to DWM
- n) Any other water/sewer billing related notices or projects administered by the City
- o) Foreign translation involving any of the above
- p) Escalation of calls to a supervisor for specialized customer service when appropriate.

Responding to inquiries requires Customer service staff members to research accounts, take the appropriate action to resolve the issue and document the customer contact in the Banner Water Customer Information System Application. This is an integral tool accessed by each customer service representative during their processing of inquiries from the public customers.

### ***Call Center***

Approximately 320,000 customer service phone calls are received each year through the City's water/sewer billing Call Center. There are increases in call volume during "shut-off" season which in general is April through November. Call volumes peak during summer months, June through August.

The City currently owns and operates an ACD (automatic call distribution) system. The ACD is a computer telephony integration (CTI) term that refers to a system that distributes incoming calls to a specific group of terminals that customer service representatives use. The ACD routes incoming calls to the next available customer account representative during the designated Call Center Hours of Operation. All software changes are currently performed by the City.

The City currently owns and operates an IVR (interactive voice response) system. The IVR is a computer telephony integration (CTI) term that refers to the interaction between a human (typically a caller) and a computer that is programmed to respond to the human's requests. The City's water/sewer billing Call Center IVR accepts voice or touch-phone keypad selection input from the caller and provides appropriate information in the form of voice answers or a connection to a "live" operator. The IVR controls the operation of inbound phone call processing in a menu-driven format that allows customers to return to the main menu for information on other topics and to access a live operator during normal Call Center hours of operation. The IVR is available 24 hours a day, 7 days a week. The IVR requires scripting and must be updated as required in accordance with business changes and modifications. All software changes are currently performed by the City.

The IVR performs the following functions:

- a) Provides menus identifying Customer-user options
- b) Allows customers to return to prior menus so that more than one transaction may be completed
- c) Provides instructions and information in both English and Spanish

- d) Allows customers to access Customer Service Representatives during normal Call Center hours of operation that are fluent in both English and Spanish
- e) Provides access to the deaf or hearing impaired
- f) Alerts customers if system maintenance or hours of operation preclude certain transactions, as required
- g) Allows customers to make a payment using check, cashier's check, money order, credit card and debit card over the phone
- h) Allows customers to enter into payment arrangements
- i) Provides customer specific information on current account balance and payment status
- j) Provides general information on such topics as:
  - o Billing and payment
  - o MeterSave program
  - o Payment center locations
  - o Full payment certificates
  - o Senior citizen sewer exemption information
  - o Water turn-on and shut-off
  - o Legal services
- k) Provides detailed inquiry and payment reports on a daily basis

Currently, the Call Center's hours of operation are Monday-Friday from 8:30 am-4:30 pm. All calls remaining in the queue beyond 4:30 pm are addressed. This generally requires staffing levels until at least 5:00 pm.

The IVR is available 24x7. The IVR allows customers an option to be directed to a live customer service representative during normal Call Center Hours of Operation.

The ACD is set to operate during the designated Call Center Hours of Operation.

The water/sewer billing Call Center utilization in 2010 and 2011 year-to-date is presented below. These metrics may be used as the baseline to estimate future call volumes and Call Center service requirements.

**Table 1 Call Center Baseline**

<b>System/Metric</b>	<b>2011 (thru 7/31)</b>	<b>2010</b>
Number of calls received	182,782	321,502
Number of calls answered by a live operator	92,483	183,264
Estimated number of calls transferred to a Spanish speaking operator	4,500	8,000

***In-Person Customer Service Contacts***

- a) General Billing Inquiries - Approximately 15,000 customers visit the DOR Water Billing & Collections Division each year at its main city office at 333 S. State St, Suite 330, Chicago, Illinois 60604 with general billing inquiries.
- b) Legal Concerns- Approximately 7,500 customers visit the office with more complex issues that involve legal services attention or processing (e.g. foreclosure, bankruptcy, lien releases, etc).
- c) Full Payment Certificates (FPC) - Approximately 30,000 Full Payment Certificate applications are submitted to the DOR Water Billing & Collections Division each year for processing. When a property is transferred from one party to another in the City of Chicago, the transferor is required by ordinance to obtain a Full Payment Certificate (FPC) from the Chicago Department of Revenue. A FPC ensures that the transferor’s water and sewer charges are paid in full prior to the property transferring. The FPC also transfers water service out of the transferor’s name and into the transferee’s name. Without a FPC, the parties will not be able to obtain the City of Chicago Real Estate Transfer Tax stamps required to record the property deed. The transferor obtains this FPC by submitting an application to the Department of Revenue. The Department of Revenue reviews the account and determines the final bill amount. For metered accounts, if the meter has not been read within 60 days of the date of the FPC application, a final meter reading must be obtained. This requires placing a service order with the Department of Water Management for a meter reading. Other additional requirements may exist for in certain situations and/or for certain property types. The amount of the final bill, plus a \$50 application fee, must be paid prior to the issuance of the Full Payment Certificate.

Currently, eight (8) title companies are also able to process FPC Applications independently utilizing web-based functionality. The City intends to enhance this functionality to offer this service to a wider audience of users.

The City currently receives support from an outside vendor in the final Move out-Move in step involved with processing FPCs. This involves inactivating the previous owner’s account at the property and establishing an account for the new owner. The City processes those transactions internally that, for various reasons, cannot be processed by the vendor.

Currently, in-person customer service for all of the above is provided during normal business hours Monday-Friday from 8:30 am-4:30 pm.

The water/sewer billing in-person utilization in 2010 and 2011 year-to-date is presented below. These metrics may be used as the baseline to estimate future walk-in and full payment certificate service requirements.

**Table 2 In-Person & FPC Baseline**

<b>System/Metric</b>	<b>2011 (thru 7/31)</b>	<b>2010</b>
Approximate number of walk-ins – general billing	8,200	15,000
Approximate number of walk-ins – legal services	3,600	7,500
Number of FPC applications received	15,221	29,763
Number of FPC applications processed by title companies	2,805	5,015

### **Written/Email Correspondence**

At least 50,000 pieces of written correspondence requests are received by the DOR Water Billing & Collections Division each year that concern water/sewer billing applications and inquiries. The City receives these inquiries through a variety of channels including mail, fax and email. Of the total correspondence, approximately 10,000 are email requests that are received via the City/DOR/DWM general customer feedback forms located on the City website, via 311 and via the DOR Water Division email addresses ([waterbill@cityofchicago.org](mailto:waterbill@cityofchicago.org), [dorwaterlegal@cityofchicago.org](mailto:dorwaterlegal@cityofchicago.org), etc).

Currently, written/email correspondence is addressed during normal business hours Monday-Friday from 8:30 am-4:30 pm.

The water/sewer billing Written/Email Customer Service utilization in 2010 and 2011 year-to-date is presented below. These metrics may be used as the baseline to estimate future correspondence volumes and service requirements.

**Table 3 Written/Email Customer Service Baseline**

<b>System/Metric</b>	<b>2011 (thru 7/31)</b>	<b>2010</b>
Approximate number of incoming written correspondence/applications	22,000	50,000
Approximate number of incoming emails	5,200	10,000

## **II. Scope of Services**

Respondent is expected to provide narrative describing, in detail, how they will meet each of the service requirements described in this Scope of Services section.

### **General Service Requirements**

The following are general service requirements.

#### ***Human Resource Management***

The Respondent shall describe their human resource management plan and approach. Respondent should identify the use of subcontractors and highlight any uniqueness or differences with regard to the use of subcontractors. At a minimum, this section should address such matters as career development, employee turnover rates, training, certifications, key personnel recruitment and retention, supervision, supervisor / team lead to customer service representative ratios, strength and processes for handling planned and unplanned spikes in workload volumes, performance monitoring and discipline.

#### ***Facilities***

The City currently maintains facilities to accommodate walk-in customers at 333 S State St, Suite 330, Chicago, Illinois 60604. The City also maintains facilities for its Call Center which responds to phone-in customers at the same location. The City provides all amenities associated with the provision of customer service, including telephones, computer network, IVR, Banner CIS application, etc.

The Contractor may utilize City facilities in carrying out the duties related to this contract. Alternatively, the Contractor may offer proposals for the use of non-City facilities as long as access to the City's computer network, IVR and Banner CIS application is accessible in the provision of the services.

Respondents must detail its facility plan for all call center and customer service functions.

#### ***Software and Hardware***

The City currently owns and operates an IVR (interactive voice response) system and an Automatic Call Distribution (ACD) system. The City shall continue to provide all the Call Center hardware and software maintenance and support required for the IVR system and ACD system.

The City maintains the Banner Water Customer Information System application. Most interactions with the public require referencing and notation of Banner customer accounts. The Contractor shall utilize the City network including the City's email application and Banner Water Customer Information System.

#### ***Licensing and Permits***

Contractor is expected to obtain all necessary licenses (e.g. business, software), consents, approvals, permits, certifications, and authorizations, and the like, as may be required by legislative enactments and regulations applicable to it that are legally required to be obtained in

order to perform the Services. The Respondent should describe how they manage required licenses and permits.

## **Water/Sewer Billing Customer Services Requirements**

### ***Customer Services Overview***

This section provides an overview of the Customer Service Support for Water/Sewer Billing required by the DOR under this SOS.

The Water Billing & Collections Division within the Department of Revenue receives requests and inquiries from the public through several channels, including:

- Over the phone through its Call Center lines (312) 744-4H20 or (312) 744-4426
- In-person at its main city office – includes walk-ins with general billing inquiries, legal concerns and full payment certificate applications
- Written correspondence – various applications and written/faxed/emailed requests

**The section *Background and Overview of Current Processes* provides detail on the background and overview of these channels along with volume statistics.**

### ***Customer Service Scope of Services to be Supported***

The Contractor shall respond to and address all water/sewer billing related requests and inquiries, through all channels, whether account-specific or general in nature, including, but not limited to the following areas:

- a) Billing and payment inquiries
- b) Basic billing disputes
- c) Payment arrangements
- d) Water consumption (i.e. meter reads)
- e) Water shut-off activity (posting for shut-off and shut-off) as a result of non-payment
- f) Water restoration as a result of payment
- g) Full payment certificates – general questions, application intake and processing
- h) Refund request support
- i) Status of various citizen applications and correspondence
- j) Exemptions (e.g. charitable, senior citizen sewer exemption)
- k) Basic legal support – processes, account info
- l) Preparation of lien releases for processing by City staff
- m) MeterSave inquiries and registrations
- n) Service order requests for special examinations/reviews to DWM
- o) Any other water/sewer billing related notices or projects administered by the City

- p) All requests/inquiries that may be resolved based on the information maintained on the Banner CIS
- q) Foreign translation involving any of the above
- r) Escalation of calls to a Contractor supervisor for specialized customer service when appropriate

Responding to inquiries will require the Contractor to research accounts, take the appropriate action to resolve the issue and document the customer contact in the Banner Water Customer Information System Application. The Banner application is an integral tool to responding to customer requests and inquiries. Utilization of Banner is required by each customer service staff member in their interactions with the public customers. The Contractor is required to effectively train and fully equip each customer service representative so that each individual customer's issue is satisfactorily resolved, in a timely manner, pursuant to the following sections and related SOS.

The Department of Revenue requires excellent customer service support staff to service the public concerning all water/sewer billing related matters.

### ***Escalation of Issues to City Staff***

The types of issues expected to be handled by a member of the City's Water Billing & Collections staff rather than the Contractor result from an escalation, complaint or action that requires the City to perform a higher level of review or handling of the issue that is outside the Contractor's scope of authority.

Issues expected to be escalated to City staff may include the following:

- a) Media requests
- b) Legal/attorney escalations
- c) Payment extension requests
- d) Management hold requests
- e) Waiver/payment adjustment requests
- f) Complex billing disputes
- g) Follow-up requests as a result of previous service order requests for special examinations/reviews to DWM
- h) Issues that require the review of plats or water service lines in order to resolve
- i) Payment discrepancies, such as missing or misapplied payments
- j) Municipal Code or other legal interpretations
- k) Processing of liens or lien releases
- l) Processing of foreclosures or bankruptcies
- m) Back billing
- n) Billing exceptions
- o) Customer specific legal issues that may not be addressed based on account information or notes maintained on the Banner CIS

- p) Processing of charitable requests – this refers to the corrective action needed, not the general information provided to the customer
- q) Processing of refund requests - this refers to the corrective action needed, not the general information provided to the customer
- r) Other types of higher-level questions that cannot be handled or resolved by the Contractor based on the information maintained on the Banner CIS

The Contractor shall escalate issues to City staff through a defined process that includes the documenting and tracking on all escalated issues. The Contractor's Service Delivery Manager(s) shall serve as the point person who will determine when it is appropriate to refer the issue to the City. The Contractor should conduct root cause analysis on recurring escalation requests and identify opportunities to improve customer service.

### **Customer Service Personnel Requirements**

The Contractor must provide the necessary staffing and job skills required to meet or exceed all the Service Level Requirements set forth in the SOS. The Contractor is required to provide additional resources as may be needed during planned and unplanned events in order to meet the SLRs.

The Contractor will be expected to designate one or more on-site managers responsible for the day-to-day operations, management and coordination of all services being provided. The Service Delivery Manager(s) will coordinate with the appropriate resources to ensure optimal service delivery and that all issues are resolved in a timely and effective manner.

The Contractor must directly provide customer service support in English and Spanish. The Respondent should describe how support for additional languages is provided and what languages are supported.

Additional support should also be provided for the hearing impaired as this relates to the Call Center.

### ***Customer Service Representatives (CSR) Management***

- a) Institute hiring and screening practices for all CSRs
- b) Provide CSRs with sufficient system training and customer service instructions
- c) Schedule mandatory system and customer service training.
- d) Monitor customer service calls and interactions. Monitoring of either live or taped conversations, as well as the team leader playing the role of a customer, is acceptable
- e) Maintain and offer to the City, upon request, records of all monitoring activities. Records must include the name of the CSR monitored, the nature of the call, and an evaluation of the CSR's performance
- f) Review customer surveys during performance evaluations of CSRs

### **Customer Service Operations and Administration Requirements**

Customer Service Operations and Administration Services are the activities associated with providing a stable Customer Service environment and to effectively and efficiently perform

procedures to ensure SLR targets and requirements are met. The following identifies the Customer Service Operations and Administration requirements of the Contractor.

- a) Track, manage, and report all Call Center, in-person and written correspondence metrics and utilization
- b) Maintain and provide escalation contact list(s) for all services (including City, Contractor, and Third Parties)
- c) Issue broadcasts or other notices to provide status updates as required for planned and unplanned events
- d) Maintain and execute procedures for conducting customer satisfaction surveys in accordance with the Service Level Requirements
- e) Maintain a continuous improvement program that improves the Customer Service delivery
- f) Perform operational planning for the Customer Service capacity and performance purposes
- g) Identify and recommend Customer Service solutions that best meet the City's business needs, budget, and Service Level expectations
- h) Maintain and update procedures for managing exception request services. Exception requests are the activities associated with fulfilling a customer's request for services that are outside of the standard services being provided
- i) Maintain and provide current Customer Service documentation (i.e., standards and procedures, etc.)

### **Customer Service Reporting Requirements**

The following identifies Customer Service Reporting responsibilities that the Contractor shall perform.

#### ***Call Center Activity Reports***

Call Center reports may be accessed through the City's IVR and ACD systems. The Contractor shall generate, maintain and provide to the City on a regular or ad-hoc basis the following reports:

- a) Number of calls received
- b) Number of calls answered
- c) Number abandoned calls
- d) Average customer wait time
- e) Average talk time
- f) Any other relevant Call Center statistics whether as a whole or by CSR
- g) Service levels
- h) Trends
- i) Number of customers transferred to the City through the escalation process

### ***In-Person Activity Reports***

The Contractor shall generate, maintain and provide to the City on a regular or ad-hoc basis the following reports:

- a) Number of walk-in customers
- b) Number of customers to meet in-person with a CSR
- c) Number of customers who walk out before meeting with an in-person CSR
- d) Average customer wait time
- e) Average length of visit
- f) Number of FPC applications received
- g) Number of FPC applications processed
- h) Customer wait time until FPC completion
- i) Any other relevant In-Person statistics whether as a whole or by CSR
- j) Service levels
- k) Trends
- l) Number of customers transferred to the City through the escalation process

### ***Written Correspondence/Email Activity Reports***

The Contractor shall generate, maintain and provide to the City on a regular or ad-hoc basis the following reports:

- a) Number of correspondence received by type
- b) Number of correspondence responses
- c) Average customer wait time for a response
- d) Any other relevant In-Person statistics whether as a whole or by CSR
- e) Service levels
- f) Trends
- g) Number of customers transferred to the City through the escalation process

### **Customer Service – Service Level Requirements (SLRs)**

Contractor shall provide written reports to City regarding Contractor's compliance with the SLRs specified in this SOS.

### ***Call Center Service Level Requirements (SLRs)***

The following minimum Service Levels in the Tables below shall take effect when the transition of services to the Contractor is complete. Contractor must consistently meet or exceed the following SLRs.

All times referenced are in Central Standard Time.

**Table 4 Call Center Availability Service Requirements**

<b>Service Element Details</b>				
<b>SLA Failure Fee Reduction</b>	<b>10% of monthly invoice fee for failure to meet the target service level of this business-critical SLR</b>			
<b>Service Description</b>	Call Center availability refers to the required time frames for when the following services provided by the Call Center must be available: Assistance provided to external customers: Incoming calls to the IVR for water/sewer billing related issues			
<b>Business Hours</b>	8:30 a.m. – 4:30 p.m. CST (Monday–Friday) None (Saturday, Sunday, and Holidays)			
<b>Service Hours</b>	8:00 a.m. – 5:00 p.m. CST (Monday–Friday) None (Saturday, Sunday, and Holidays) 24x7 for IVR			
<b>Workload</b>	<b>See Table 1 Call Center Baseline</b>			
<b>Call Center Availability</b>				
<b>Call Center Availability</b>	<b>Service Measure</b>	<b>Performance Target</b>	<b>SLR Performance %</b>	<b>SLA Applicable?</b>
<b>Availability of Support Staff</b>	Availability to Respond	Business Hours	100%	Yes
	Formula	Availability hours ÷ Business hours		
	Measurement Interval	Monitor Continuously, measure monthly		
	Reporting Period	First Month — Report Weekly Thereafter — Report Monthly		
	Measurement Tool/Source Data	Contractor-specified monitoring and reporting tool(s) to be used		

Table 5 Call Center Response Time Service Requirements

Service Element Details				
<b>SLA Failure Fee Reduction</b>	<b>5% of monthly invoice fee for failure to meet the target service level of this business-critical SLR</b>			
<b>Service Description</b>	Response Time is the number of seconds or minutes it takes a customer to connect with Contractor's CSR, excluding abandoned calls.			
<b>Business Hours</b>	8:30 a.m. – 4:30 p.m. CST (Monday–Friday) None (Saturday, Sunday, and Holidays)			
<b>Service Hours</b>	8:00 a.m. – 5:00 p.m. CST (Monday–Friday) None (Saturday, Sunday, and Holidays) 24x7 for IVR			
<b>Workload</b>	<b>See Table 1 Call Center Baseline</b>			
<b>Primary Enabling Application</b>	IVR and ACD			
Response Time				
Call Center Responsiveness	Service Measure	Performance Target	SLR Performance %	SLA Applicable
<b>Calls per Month:</b>				
<b>1—23,800 calls</b>	Phone Hold Time	≤1.40 minutes	100%	Yes
<b>23,801—27,500 calls</b>	Phone Hold Time	≤1.71 minutes	100%	Yes
<b>27,501—30,500 calls</b>	Phone Hold Time	≤1.87 minutes	100%	Yes
<b>30,501—33,500 calls</b>	Phone Hold Time	≤2.95 minutes	100%	Yes
<b>Greater than 33,500 calls</b>	Phone Hold Time	SLA does not apply	N/A	N/A
<b>Call Abandonment Rate</b>	Number of Abandon Calls	≤5%	100%	Yes
	Formula	Number of events per event Type within Performance Target ÷ Total number of events per Type during Measurement Interval = "Percent (%) Attained"		
	Measurement Interval	First Month—Measure Weekly Thereafter—Measure Monthly		
	Reporting Period	First Month—Report Weekly Thereafter—Report Monthly		
	Measurement Tool/Source Data	City ACD and IVR application monitoring and reporting tool(s) to be used		

**Table 6 Call Center First-Contact Resolution Requirements**

<b>Service Element Details</b>				
<b>SLA Failure Fee Reduction</b>		<b>5% of monthly invoice fee for failure to meet the target service level of this business-critical SLR</b>		
<b>Service Description</b>		The time elapsed from the initiation of the Call Center service request until service is completed.		
<b>Business Hours/Service Hours</b>		8:00 a.m. – 5:00 p.m. CST (Monday–Friday) None (Saturday, Sunday, and Holidays)		
<b>Workload</b>		<b>See Table 1 Call Center Baseline</b>		
<b>Primary Enabling Application</b>		<b>Contractor/City monitoring and reporting tool(s)</b>		
<b>Service Resolution</b>				
<b>Call Center Service Resolution</b>	<b>Service Measure</b>	<b>Performance Target</b>	<b>SLR Performance %</b>	<b>SLA Applicable?</b>
First-Contact Resolution	First-Contact Resolution Percentage	90% with <5% re-calls	100% of instances	Yes
	Formula	Number of instances within Performance Target ÷ Total number of instances during Measurement Interval = "Percent (%) Attained"		
	Measurement Interval	First Month—Measure Daily Thereafter—Measure Daily		
	Reporting Period	First Month—Report Weekly Thereafter—Report Monthly		
	Measurement Tool/Source Data	Contractor-specified monitoring and reporting tool(s) to be used		

**Table 7 Call Center Client Satisfaction Service Requirements**

<b>Service Element Details</b>				
<b>SLA Failure Fee Reduction</b>		<b>5% of monthly invoice fee for failure to meet the target service level of this business-critical SLR</b>		
<b>Service Description</b>		Conduct and report client satisfaction survey results.		
<b>Business Hours/Service Hours</b>		8:00 a.m. – 5:00 p.m. CST (Monday–Friday) None (Saturday, Sunday and Holidays)		
<b>Workload</b>		<b>See Table 1 Call Center Baseline</b>		
<b>Primary Enabling Application</b>		Contractor-specified monitoring and reporting tool(s)		
<b>Client Satisfaction</b>				
<b>Client Satisfaction</b>	<b>Service Measure</b>	<b>Performance Target</b>	<b>SLR Performance %</b>	<b>SLA Applicable?</b>
Periodic Sample	Response/ Distribution Rate	10% of closed customers surveyed within 48 hours of closing ticket	N/A	No
Periodic Sample Satisfaction	Client Satisfaction Rate	Customers surveyed should be very satisfied or satisfied (e.g., 4.0 or 3.0 on a 5-point scale)	90%	No
Scheduled Survey (conducted annually)	Client Satisfaction Rate	Customers surveyed should be very satisfied or satisfied (e.g., 4.0 or 3.0 on a 5-point scale)	90%	No
	Formula	For periodic sample: Number of responses with a very satisfied or satisfied rating ÷ total number of responses  For periodic sample satisfaction: Sum of survey results from each participant ÷ total number of participants responding to periodic sample  For scheduled annual survey: Sum of survey result from each participant ÷ total number of participants responding to scheduled survey		
	Measurement Interval	Periodic Sample—Measure Monthly Scheduled Survey—Measure Annually		
	Reporting Period	Report Monthly		
	Measurement Method/Source Data	Contractor-specified monitoring and reporting tool(s) to be used		

***In-Person Customer Service - Service Level Requirements (SLRs)***

The following minimum Service Levels in the Tables below shall take effect when the transition of services to the Contractor is complete. Contractor must consistently meet or exceed the following SLRs.

All times referenced are in Central Standard Time.

**Table 8 In-Person (including FPC) Customer Service Availability Service Requirements**

<b>Service Element Details</b>				
<b>SLA Failure Fee Reduction</b>	<b>10% of monthly invoice fee for failure to meet the target service level of this business-critical SLR</b>			
<b>Service Description</b>	In-Person Customer Service availability refers to the required time frames for when the following services provided by the In-Person Customer Service must be available: Assistance provided to external customers: In-Person customer service for water/sewer billing related issues			
<b>Business Hours</b>	8:30 a.m. – 4:30 p.m. CST (Monday–Friday) None (Saturday, Sunday, and Holidays)			
<b>Service Hours</b>	8:00 a.m. – 5:00 p.m. CST (Monday–Friday) None (Saturday, Sunday, and Holidays)			
<b>Workload</b>	<b>See Table 2 In-Person Customer Service Baseline</b>			
<b>In-Person Customer Service Availability</b>				
<b>In-Person Customer Service Availability</b>	<b>Service Measure</b>	<b>Performance Target</b>	<b>SLR Performance %</b>	<b>SLA Applicable?</b>
<b>Availability of Support Staff</b>	Availability to Respond	Business Hours	100%	Yes
	Formula	Availability hours ÷ Business hours		
	Measurement Interval	Monitor Continuously, measure monthly		
	Reporting Period	First Month—Report Weekly Thereafter—Report Monthly		
	Measurement Tool/Source Data	Contractor-specified monitoring and reporting tool(s) to be used		

**Table 9 Full Payment Certificate Customer Service Response Time Service Requirements**

<b>Service Element Details</b>				
<b>SLA Failure Fee Reduction</b>		<b>5% of monthly invoice fee for failure to meet the target service level of this business-critical SLR</b>		
<b>Service Description</b>		Response Time is the average number of days it takes a customer to receive a FPC by Contractor's CSR. The Contractor will provide staffing in adequate quantity to handle FPC Application variable volumes.		
<b>Business Hours/Service Hours</b>		8:00 a.m. – 5:00 p.m. CST (Monday–Friday) None (Saturday, Sunday, and Holidays)		
<b>Workload</b>		<b>See Table 2 Full Payment Certificate Customer Service Baseline</b>		
<b>Primary Enabling Application</b>		Banner CIS		
<b>Response Time</b>				
<b>FPC Customer Service Responsiveness</b>	<b>Service Measure</b>	<b>Performance Target</b>	<b>SLR Performance %</b>	<b>SLA Applicable</b>
<b>Process FPC Applications</b>	Response Time	≤ 5 days	100%	Yes
	Formula	Number of events per event Type within Performance Target ÷ Total number of events per Type during Measurement Interval = "Percent (%) Attained"		
	Measurement Interval	First Month—Measure Monthly Thereafter—Measure Monthly		
	Reporting Period	First Month—Report Monthly Thereafter—Report Monthly		
	Measurement Tool/Source Data	Contractor-specified monitoring and reporting tool(s) to be used		

**Written/Email Customer Service - Service Level Requirements (SLRs)**

The following minimum Service Levels in the Tables below shall take effect when the transition of services to the Contractor is complete. Contractor must consistently meet or exceed the following SLRs.

All times referenced are in Central Standard Time.

**Table 10 Written/Email Customer Service Availability Service Requirements**

Service Element Details				
<b>SLA Failure Fee Reduction</b>	<b>10% of monthly invoice fee for failure to meet the target service level of this business-critical SLR</b>			
<b>Service Description</b>	Written/Email Customer Service availability refers to the required time frames for when the following services provided by the Written/Email Customer Service must be available: Assistance provided to external customers: Written/Email customer service for water/sewer billing related issues			
<b>Business Hours</b>	8:30 a.m. – 4:30 p.m. CST (Monday–Friday) None (Saturday, Sunday, and Holidays)			
<b>Service Hours</b>	8:00 a.m. – 5:00 p.m. CST (Monday–Friday) None (Saturday, Sunday, and Holidays) 24x7 for email inbox			
<b>Workload</b>	<b>See Table 3 Written/Email Customer Service Baseline</b>			
Written/Email Customer Service Availability				
Written/Email Customer Service Availability	Service Measure	Performance Target	SLR Performance %	SLA Applicable?
<b>Availability of Support Staff</b>	Availability to Respond	Business Hours	100%	Yes
	Formula	Availability hours ÷ Business hours		
	Measurement Interval	Monitor Continuously, measure monthly		
	Reporting Period	First Month—Report Weekly Thereafter—Report Monthly		
	Measurement Tool/Source Data	Contractor-specified monitoring and reporting tool(s) to be used		

**Table 11 Written/Email Customer Service Response Time Service Requirements**

<b>Service Element Details</b>				
<b>SLA Failure Fee Reduction</b>		<b>5% of monthly invoice fee for failure to meet the target service level of this business-critical SLR</b>		
<b>Service Description</b>		Response Time is the number of days it takes a customer to receive a response from written/email correspondence by Contractor's CSR. The Contractor will provide staffing in adequate quantity to handle written/email variable volumes.		
<b>Business Hours/Service Hours</b>		8:00 a.m. – 5:00 p.m. CST (Monday–Friday) None (Saturday, Sunday, and Holidays)		
<b>Workload</b>		<b>See Table 3 Written/Email Customer Service Baseline</b>		
<b>Primary Enabling Application</b>		Contractor monitoring and reporting tool(s)		
<b>Response Time</b>				
<b>Written/Email Customer Service Responsiveness</b>	<b>Service Measure</b>	<b>Performance Target</b>	<b>SLR Performance %</b>	<b>SLA Applicable</b>
<b>Process Correspondence</b>	Response Time	≤ 2 days	90%	Yes
	Formula	Number of events per event Type within Performance Target ÷ Total number of events per Type during Measurement Interval = "Percent (%) Attained"		
	Measurement Interval	First Month—Measure Monthly Thereafter—Measure Monthly		
	Reporting Period	First Month—Report Monthly Thereafter—Report Monthly		
	Measurement Tool/Source Data	Contractor-specified monitoring and reporting tool(s) to be used		

## Other Customer Service Needs

Through a Change Order process, the City may add customer service types to the scope of services as funding becomes available. In addition to Water/Sewer billing, the City has many other needs to provide customer service to residents, businesses, visitors, and contractors/trades. The customer may need assistance with a self-service web application, a program, a form, or a process. The requests for help may come in via phone call, email, fax, or walk-in visit. Currently, many needs are performed by employees as secondary assignment to provide customer service through “best efforts.”

Currently, there are no dedicated locations, equipment, or tracking system(s) for most of these customer services. The vendor may need to provide the location, ACD equipment and/or tracking system.

The likely first candidates for the Change Request process will be the self-service web applications:

<b>Self-Service Web Transaction</b>	<b>End User of the Application</b>	<b>Department Owning the Process</b>
Purchase of building permits not requiring plans	Homeowners, Licensed Contractors	Department of Buildings
Purchase of Sign Construction Permits	Licensed Sign Contractors	Department of Zoning and Land Use; Department of Buildings
Purchase of Electrical Permits	Licensed Electricians	Department of Buildings
Intake of Building Permit Applications for permits that require plans	Licensed Architects and Licensed Expeditors	Department of Buildings
Vacant Building Registration and De-Registrations	Building Owners and Banks	Department of Buildings
Trade License Renewals	Licensed Electricians, Licensed Plumbers, Licensed Masons	Department of Buildings
Purchase of City Vehicle Stickers	Car owners	City Clerk’s Office
Online Economic Disclosure Statement (EDS)	Vendors in the Contract Process	Department of Procurement Services
Online Certification & Compliance	Vendors and Subcontractors with a City Contract	Department of Procurement Services; Department of Compliance
Learning Management System (LMS) for the Fire Safety Course	Building Managers	Chicago Fire Department

## Change Order Process

The Change Order process to add a customer service type begins when City management provides the support request to the vendor’s program manager. In the request for support, the City will indicate:

- Department owning the process
- Description of what needs customer service
- Description of the customers

- Estimate of volume of requests
- Estimate of the complexity of the requests
- Type of customer service needed (phone and/or walk-in)
- Hours of support/seasonality
- Service level requirements and reporting requirements

The vendor will respond to the City's request by performing an assessment of the customer service need. Business owners will provide additional requested information.

At the end of the assessment, the vendor will deliver:

- Staffing plan to meet the Service Level Requirements (SLRs)
- Annual cost for the customer service for the remaining years on the contract using a rate card provided in the contract
- One time costs, if any, to transition to the services
- Length of grace period before team is required to meet the required SLRs
- Detailed Transition In Plan

Once the City and vendor agree on the cost, scope and transition plan, the parties will amend the contract to memorialize the agreement.

Annually, the City will adjust the dollar limit for the vendor contract based on the Change Orders added during the year.

### **Enhanced Capabilities & Effectiveness**

The Department of Revenue has developed metrics to assess the effectiveness of their operations. These metrics focus on increasing the efficiency of operations, capabilities, and the services provided to customers. The service provider must be knowledgeable of DOR's business and participate in analyzing ways to enhance departmental capabilities and effectiveness through performance metrics.

### **Improved Business Processes**

The Department of Revenue is committed to continuously improving their internal business processes and the interfacing processes that are shared with other City departments, Agencies, and external business entities. The service provider must provide the statistics and metrics which allow DOR to analyze the performance of their business processes, and key business services. The service provider must also commit to continuously improving the business processes for which they are responsible.

### **Implementation Plan**

The City requires an efficient and orderly transition of water/sewer billing customer service operations. It is vitally important for the Respondent to recognize that these business operations are considered by the City to be mission-critical and any delays and/or service interruptions,

however minor, can have a substantial financial and social impact on the City. The Respondent should describe how Respondent plans to implement its services as it transitions duties from the City. Respondent should describe how Respondent plans to address each of the following key transition and implementation objectives:

- a) Assessment of the current water/sewer billing customer service environment, its various associated workflows, and preparation of the solution the Respondent shall implement in order to assume full responsibility.
- b) Establishment of City and Contractor roles and responsibilities during implementation.
- c) Establishment of approach to accomplishing current-knowledge transfer and management
- d) Identification of Key Personnel and plans for further staffing its Customer Service team
- e) Conduct appropriate training of staff
- f) Identify and address any business and/or technical issues that may impact the implementation.

Contractor and the City must take all necessary precautions to avoid any disruptions in the delivery of water/sewer billing customer service during the transition and implementation

**EXHIBIT 2**  
**COMPANY PROFILE INFORMATION**

**EXHIBIT 2  
COMPANY PROFILE INFORMATION**

**Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), 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) Total Number of Employees: \_\_\_\_\_
- (9) Total Annual Revenues separated by last 3 full fiscal years: \_\_\_\_\_
- (10) Major Products and/or Services Offered:  
1. \_\_\_\_\_  
2. \_\_\_\_\_
- (11) Other Products and/or Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (12) Briefly describe your firm's approach to providing customer service and call center services for water/sewer billing operations:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (13) Briefly describe your firm's demonstrated experience as a customer service and call center services operations for clients:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT 3**  
**COMPANY REFERENCES/CLIENT PROFILE INFORMATION**

### COMPANY REFERENCES/CLIENT PROFILE INFORMATION

**Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.**

- (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 goals were met. What was the outcome of the project?. Attach additional pages, as necessary.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (13) Is the client still utilizing your company as a Customer Service and Call Center Services for Water/Sewer Billing Operations?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (14) What was the cost/financing structure of the contract?  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT 4**  
**COST PROPOSAL**

**EXHIBIT 4**  
**COST PROPOSAL**  
*(per five year contract term)*

**CUSTOMER SERVICE AND CALL CENTER SERVICES FOR WATER/SEWER BILLING  
OPERATIONS**

**Cost Proposal - Excel Worksheet Template**

Respondents are directed to use the provided Excel Worksheet Template, File name:  
***Exhibit #4 Price Proposal-Customer Service Water & Sewer Billing RFP***

Respondent must use the provided Excel worksheet to provide all pricing information and assumptions. Pricing information received in any other format will not be considered and may be cause for the Proposal to be rejected. In addition, Respondent must provide a narrative response that addresses each of the requirements:

- (i) Baseline Work Volume
- (ii) Pricing Model
- (iii) Fees

For purposes of comparing costs between Respondents, Respondents should not deviate from the compensation methods outlined in Exhibit 4. The City reserves the right to negotiate a final fixed price, terms and conditions with selected Respondent.

- *Please include a detailed explanation of costs and percentages, as well as comments to any additions/deletions to this chart.*
- *Provide additional documentation as needed.*

**Baseline Work Volumes**

**Baseline Work Volume**

Baseline Work Volume refers to the projected workload for all Customer Service functions. Historical work volume has been provided in the Background and Overview of Current Processes section.

***Annual Baseline***

The "Annual Baseline" is the work volume for each Customer Service function at the start of each Contract Year. The Contract Year will commence after the Contractor has fully implemented and transitioned into the provision of services. The beginning annual baseline (i.e., Contract Year 1) will be agreed upon between the Contractor and the City prior to Contract finalization and will be based upon historical data for each function. Year 1 beginning baselines have been provided for the purposes of uniform pricing.

### ***Annual Baseline Adjustment***

Each year, the Annual Baseline will be reviewed and may be adjusted as part of the Annual Fee Adjustment described in the *Annual Fee Adjustment* section.

## **Pricing Model**

### **Fixed Price, Managed Service**

The City desires a fixed price service model where, for one fixed annual price, the Contractor assumes full responsibility for performing all the required Services described in Scope of Services. This fixed price must be inclusive of all costs required to deliver the services in a manner that meets or exceeds the Service Level Requirements for each Customer Service function and supports the projected work volumes and hours of operation described in the Scope of Services. This fixed price cost must include all costs including, but not limited to: personnel, facilities, equipment, postage, consumables, and supplies. The City expects that there will be no additional variable costs passed along to the City as part of the Annual Price, except as detailed in the *Variable Service Fees* section.

### **Pricing Model Worksheet**

Respondent must provide an annual fixed price using the Excel spreadsheet as the **Pricing Model Worksheet** (and Exhibit 4 – Cost Proposal) and include all key operating assumptions being made to arrive at the fixed price. The evaluation of the pricing model will be based on the total fixed price, price per Resource Unit, and Variable Service Fees reflected in the rate card. The additional pricing detail provided by the Respondent will be used to establish a comparative value.

There are five sections:

#### ***Section 1—Fixed Price***

Fixed price represents the total annual price for each of the service years. This price is an all inclusive price that represents the total cost to the City for the Service listed. This section is calculated based on the pricing assumptions provided in the Pricing Detail, Section 2, of the tab.

#### ***Section 2—Pricing Detail***

The Respondent is to provide additional detail as to the cost breakdown for the Customer Service function in the broad categories listed. This information will be used to further evaluate the pricing being offered and the overall value to the City.

#### ***Section 3—Staffing Detail***

The Respondent is to provide additional detail as to the minimum number of staff that will support the Customer Service function. Respondent should list the title and number of each type of staff member that will be used to support this service. This information will be used to further evaluate the pricing being offered and the overall value to the City. Staffing should be represented in Full Time Equivalents (FTE) and decimals are acceptable to represent part time personnel.

## **Section 4—Assumptions**

The Respondent is to provide additional detail of all operating assumptions being made. Detailed baseline operating assumptions have been provided in each Customer Service function description provided in the *Background and Overview of Current Processes* section. Respondent is encouraged review these assumptions and make adjustments as necessary and or to provide additional clarifications or operating assumptions regarding the pricing of that particular function. These may include boundaries, restrictions, volumes or workload being used to estimate pricing. This information will be used to further evaluate the pricing being offered and the overall value to the City.

### **Enhancement Services**

From time to time the City may require new functionality or replacement of existing functionality (e.g. replacement of City's IVR with Contractor's IVR) that is within the scope of the Water/Sewer Billing Customer Services operation, but which may not currently exist. For this work, the City expects to use task orders that must be specific in nature and limited in scope to one particular task and that must be approved by the City prior to work beginning. Depending on the scope, nature, and estimated level of effort, Contractor may propose either a fixed price or a time-and-materials price for each task order.

The Hourly Rate Sheet will be used to determine the price for these enhancement services, when applicable. It is the City's desire to have one Hourly Rate Sheet used as the basis for all enhancement work that is not included as part of the ongoing support Services. As Enhancement Services are requested, the Respondent will provide cost estimates using the Hourly Rate Sheet provided.

In the event the nature of the change involves new hardware and software (e.g. to replace existing hardware and software), then a task order process shall be utilized.

### **Fees**

This section provides the basis for determining the Fees applicable to the Services and describes the processes and methodology as to how these fees will be determined.

#### **Annual Fee**

The Annual Fee will be the total Fixed Price for all Services. The Annual Fee will be based on the Annual Baseline that is mutually agreed upon between the City and the Contractor each year. As part of the pricing proposal, the Respondent must provide the Annual Baseline assumptions being used to establish the price of the Customer Service function. The Respondent may use the Scope of Services and historical work volumes described in Scope of Services. For subsequent years, the actual Annual Baseline and Annual Fees will be determined based upon adjustments made using the process described below in the *Annual Fee Adjustment* section.

#### **Annual Fee Adjustment**

Each year, the City may use the Annual Adjustment Review Process to determine any potential changes to the Annual Fees. The following may trigger adjustments to the Annual Fee:

### ***Annual Adjustment Review***

At the end of each Contract year, the City may elect to cause an adjustment to the Annual Baseline and any other impacted elements of the Contract (e.g., Rate Card, SLRs), as may be necessary to reflect changes in the City's budget, work volumes and requirements.

The Annual Fee may be appropriately adjusted based on the revised Annual Baseline in any Customer Service function.

### ***Business Change Adjustments***

The City may elect to cause an adjustment to the Annual Baseline, and other impacted elements (e.g., Rate Card, SLRs), if the City experiences changes (planned or unplanned) in work volumes that the City believes will or may cause a sustained or significant decrease or increase in the work volumes in any one or more of the support functions.

At any time, the City may elect to incrementally increase or decrease workload in a specific Customer Service function or the City may elect to remove or terminate, in part or in whole, one or more function, at which time a revised Annual Baseline will be set.

The Annual Fee will be appropriately adjusted based on the revised Annual Baseline. Any such adjustments will be retroactive to the start of the new Contract year regardless of if or when the parties execute an amendment to reflect it.

A Business Change Adjustment may occur at any time, provided that the City provides the Contractor with at least thirty (30) days prior written notice.

### ***Variable Service Fees***

Variable Service Fees are a means to compensate Contractor for resources needed to compensate for work volumes significantly above the baseline. These fees are meant to serve as short-term solutions, not anticipated sustained changes in work volumes. The Hourly Rate Sheet will be used to determine the price for these resources, when applicable. As Variable Services are requested, the Respondent will provide cost estimates using the Hourly Rate Sheet provided.

### ***Service Level Requirements (SLR)***

Service Level Requirements identify key performance measures that will be used to evaluate the Contractor's delivery of Customer Service functions as set forth in the Scope of Services. The overriding goal in developing an SLR is to enable the City an objective tool to monitor and measure the Contractor's performance concerning the City's most-important business drivers.

The City expects the various SLRs to effect continuous improvement in the Contractor's ability to become more effective and efficient in achieving various objectives and, therefore, an improvement over time in the Contractor's delivery of services. In the event new business requirements develop, new SLRs may possibly be added in order to measure the new business requirement. The City shall reassess SLRs at least yearly and, where appropriate, adjust the SLRs to reflect improvements realized over time during the Contractor's delivery of Customer Services. In no event, unless mutually agreed, will an SLR or SLA Fee Reduction be reduced below the values at which they are set.

## **Fee Reductions for Missed SLRs**

Critical business SLRs (i.e. those SLRs identified in the various Tables under the “SLA Applicable?” column, and table-cells marked in the affirmative, “Yes,”) will have associated Service Level Agreements (SLAs) and be subject to Fee Reductions. Upon failure by Respondent to meet or achieve a critical service requirement, a Fee Reduction shall be assessed.

Contractor’s reduction of compensation as a result of application of the fee reductions are not intended as limitation on the City’s rights and remedies under the agreement, at law or in equity, for breach of the agreement. The City will enjoy all such rights and remedies, in addition to the reduction of Contractor’s compensation per the fee reduction.

### ***SLA Failure***

For purposes of SLA Fee Reductions, “Failure” shall mean the failure to meet the target service level of a business-critical SLR.

### ***SLA Failure Fee Reduction Calculation***

Upon any SLA Failure, fee reductions are equal to a percentage of the monthly invoice fees for each SLA failure as specified in the SLA tables.

# City of Chicago

Specification Number:

Respondent Name:

## Exhibit # - Cost Proposal

### General Instructions:

This workbook contains a series of worksheets that will be used to evaluate the Respondent's cost proposal. It is imperative that the worksheets be used as-is and not be changed in any way by the Respondent, as this will affect and may result in the proposal being deemed unresponsive.

1. Respondent is to complete each Service Area tab. Each tab will produce a firm fixed price for each service area.
2. For each Service Area, Respondent is to complete only those cells without shading.

Pricing Assumptions	
Service / Description	Year 1
Application Support Developers	
Application Support Analysts / Project Managers	
Application Support Other Personnel	
<b>Subtotal Personnel Cost:</b>	<b>\$ -</b>

3. **Section 1** of the pricing worksheet is calculated based on the pricing assumptions entered in **Section 2**. Enter only baseline values into **Section 1**.

4. **Section 2, Pricing Detail**, Respondent is expected to provide an estimate of cost breakdown in each of the listed cost categories. This section is designed to provide the City with additional detail and insight as to the make-up of the Respondent's fixed price. These are not variable costs, but estimates used to derive the Respondent's fixed price for each Service Area.

5. **Section 3, Staffing Detail**, Respondent is expected to provide the minimum number of personnel planned to support this service. If the same personnel will be performing duties in more than one service area (e.g. they are being counted on more than one sheet), be sure to list / explain in the assumptions.

6. **Section 4, Assumptions**, Respondent is expected to state all assumptions upon which its pricing is being determined. Insert as many lines as necessary to ensure all concerns are accurately expressed. Include all key operating assumptions being used about work volumes, staffing levels, SLRs, etc.

### Special Instructions for Rate Card:

1. Use the last tab in this worksheet, "*Hourly Rate Card Sheet*", to provide hourly rates for the various classifications and grades of personnel.
2. Respondents may include additional titles to accurately represent the classifications it uses for describing the various classifications and grades of personnel.
3. If Respondent's titles differ from those listed, use the last column to cross-reference the title listed with the Respondent's title.

**Summary Roll Up**

Service Recipient:	
Specification Number:	
Respondent's Name:	

**Total Annual Fixed Price**

	Base Years Total Annual Charges						Option Periods			Total
	Year 1	Year 2	Year 3	Year 4	Year 5	Base Total	Year 6	Year 7	Year 8	8 Years
Annual Service Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Section 2: Pricing Detail**

Pricing Assumption Totals		Base Years Pricing Assumptions						Option Period 1			Total
Category	Service / Description	Year 1	Year 2	Year 3	Year 4	Year 5	Base Total	Year 6	Year 7	Year 8	8 Years
	Subtotal Personnel Cost:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal Other Related Service Cost:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Section 3: Staffing Detail**

Application Support Services Staffing Level Assumptions		Base Years Staffing Level Assumptions						Option Period 1			Total
Category	Service / Description	Year 1	Year 2	Year 3	Year 4	Year 5	Base Total	Year 6	Year 7	Year 8	8 Years
	Total Minimum Number of Personnel:	-	-	-	-	-	-	-	-	-	-

**Section 4: Assumptions**

Use this section to state any GENERAL assumptions that apply to all aspects of your cost proposal and are not otherwise captured in the detailed worksheets.

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Resource Unit - NOT APPLICABLE FOR THIS SECTION

**Call Center Services**

Service Recipient:	
Specification Number:	
Respondent's Name:	
Resource Unit:	Call Received

**Section 1: Annual Fixed Price**

The Annual Service Total is derived from the pricing assumptions in Section 2 below, do not enter a value into these cells  
 The Y1 baseline assumptions are provided. Respondent may enter their own baseline assumptions for Y2-Y8 based on the information provided

	Base Years Total Annual Charges					Option Periods			Total	
	Year 1	Year 2	Year 3	Year 4	Year 5	Base Total	Year 6	Year 7	Year 8	8 Years
Annual Service Total:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Number Calls Received	321,502					321,502				321,502
Resource Unit Cost	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!	#DIV/0!	\$ -

**Section 2: Pricing Detail**

Enter cost estimates for each category listed

**Call Center Support Services Pricing Assumptions**

Category	Service / Description	Base Years Pricing Assumptions					Option Periods			Total	
		Year 1	Year 2	Year 3	Year 4	Year 5	Base Total	Year 6	Year 7	Year 8	8 Years
Personnel	Customer Service Supervisors/Managers						\$ -				\$ -
Personnel	Customer Service Representative - English only						\$ -				\$ -
Personnel	Customer Service Representative - bilingual						\$ -				\$ -
Personnel	Other Customer Service Support Personnel*						\$ -				\$ -
	<b>Subtotal Personnel Cost:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Costs*	Estimated customer service other non-personnel related costs*						\$ -				\$ -
	<b>Subtotal Other Related Service Cost:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

\* Detail in Section 4

**Section 3: Staffing Detail**

Enter minimum number, not cost, of full time personnel assumed for each category listed. Part time personnel should be listed as a decimal.

**Call Center Support Services Staffing Level Assumptions**

Category	Service / Description	Base Years Staffing Level Assumptions					Option Periods			Total	
		Year 1	Year 2	Year 3	Year 4	Year 5	Average	Year 6	Year 7	Year 8	8 Years
Personnel	Customer Service Supervisors / Managers						#DIV/0!				#DIV/0!
Personnel	Customer Service Representative - English only						#DIV/0!				#DIV/0!
Personnel	Customer Service Representative - bilingual						#DIV/0!				#DIV/0!
Personnel	Other Customer Service Support Personnel*						#DIV/0!				#DIV/0!
	<b>Total Minimum Number of Personnel:</b>	-	-	-	-	-	#DIV/0!	-	-	-	#DIV/0!

\*Detail in Section 4

**Section 4: Assumptions**

State all assumptions upon which its pricing is being determined. Insert as many lines as necessary to ensure all concerns are accurately expressed. Include all key operating assumptions being used about work volumes, staffing levels, SLRs, etc.

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**In-Person Customer Services**

Service Recipient:	
Specification Number:	
Respondent's Name:	
Resource Unit:	Walk-in Customers (General Billing)

**Section 1: Annual Fixed Price**

The Annual Service Total is derived from the pricing assumptions in Section 2 below, do not enter a value into these cells  
 The Y1 baseline assumptions are provided. Respondent may enter their own baseline assumptions for Y2-Y8 based on the information provided

	Base Years Total Annual Charges					Base Total	Option Periods			Total 8 Years
	Year 1	Year 2	Year 3	Year 4	Year 5		Year 6	Year 7	Year 8	
Annual Service Total:	\$	-	\$	-	\$	-	\$	-	\$	-
Total Number Walk-in Customers	15,000					15,000				15,000
Resource Unit Cost	\$	-	#DIV/0!	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!	#DIV/0!	\$

**Section 2: Pricing Detail**

Enter cost estimates for each category listed

Call Center Support Services Pricing Assumptions		Base Years Pricing Assumptions					Base Total	Option Periods			Total 8 Years		
Category	Service / Description	Year 1	Year 2	Year 3	Year 4	Year 5		Year 6	Year 7	Year 8			
Personnel	Customer Service Supervisors/Managers					\$	-				\$	-	
Personnel	Customer Service Representative - English only					\$	-				\$	-	
Personnel	Customer Service Representative - bilingual					\$	-				\$	-	
Personnel	Other Customer Service Support Personnel*					\$	-				\$	-	
<b>Subtotal Personnel Cost:</b>		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Other Costs*	Estimated customer service other non-personnel related costs*					\$	-				\$	-	
<b>Subtotal Other Related Service Cost:</b>		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

\* Detail in Section 4

**Section 3: Staffing Detail**

Enter minimum number, not cost, of full time personnel assumed for each category listed. Part time personnel should be listed as a decimal.

Call Center Support Services Staffing Level Assumptions		Base Years Staffing Level Assumptions					Average	Option Periods			Total 8 Years
Category	Service / Description	Year 1	Year 2	Year 3	Year 4	Year 5		Year 6	Year 7	Year 8	
Personnel	Customer Service Supervisors / Managers						#DIV/0!				#DIV/0!
Personnel	Customer Service Representative - English only						#DIV/0!				#DIV/0!
Personnel	Customer Service Representative - bilingual						#DIV/0!				#DIV/0!
Personnel	Other Customer Service Support Personnel*						#DIV/0!				#DIV/0!
<b>Total Minimum Number of Personnel:</b>		-	-	-	-	-	#DIV/0!	-	-	-	#DIV/0!

\* Detail in Section 4

**Section 4: Assumptions**

State all assumptions upon which its pricing is being determined. Insert as many lines as necessary to ensure all concerns are accurately expressed. Include all key operating assumptions being used about work volumes, staffing levels, etc.

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**Full Payment Certificate Applications**

Service Recipient:	
Specification Number:	
Respondent's Name:	
Resource Unit:	Full Payment Certificate (FPC) Applications

**Section 1: Annual Fixed Price**

The Annual Service Total is derived from the pricing assumptions in Section 2 below, do not enter a value into these cells  
 The Y1 baseline assumptions are provided. Respondent may enter their own baseline assumptions for Y2-Y8 based on the information provided

	Base Years Total Annual Charges					Base Total	Option Periods			Total 8 Years
	Year 1	Year 2	Year 3	Year 4	Year 5		Year 6	Year 7	Year 8	
Annual Service Total:	\$	-	\$	-	\$	-	\$	-	\$	-
Total Number FPC Applications	29,763					29,763				29,763
Resource Unit Cost	\$	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$

**Section 2: Pricing Detail**

Enter cost estimates for each category listed

Call Center Support Services Pricing Assumptions		Base Years Pricing Assumptions					Base Total	Option Periods			Total 8 Years		
Category	Service / Description	Year 1	Year 2	Year 3	Year 4	Year 5		Year 6	Year 7	Year 8			
Personnel	Customer Service Supervisors/Managers						\$	-			\$	-	
Personnel	Customer Service Representative - English only						\$	-			\$	-	
Personnel	Customer Service Representative - bilingual						\$	-			\$	-	
Personnel	Other Customer Service Support Personnel*						\$	-			\$	-	
<b>Subtotal Personnel Cost:</b>		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Other Costs*	Estimated customer service other non-personnel related costs*						\$	-			\$	-	
<b>Subtotal Other Related Service Cost:</b>		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

\* Detail in Section 4

**Section 3: Staffing Detail**

Enter minimum number, not cost, of full time personnel assumed for each category listed. Part time personnel should be listed as a decimal.

Call Center Support Services Staffing Level Assumptions		Base Years Staffing Level Assumptions					Average	Option Periods			Total 8 Years
Category	Service / Description	Year 1	Year 2	Year 3	Year 4	Year 5		Year 6	Year 7	Year 8	
Personnel	Customer Service Supervisors / Managers						#DIV/0!				#DIV/0!
Personnel	Customer Service Representative - English only						#DIV/0!				#DIV/0!
Personnel	Customer Service Representative - bilingual						#DIV/0!				#DIV/0!
Personnel	Other Customer Service Support Personnel*						#DIV/0!				#DIV/0!
<b>Total Minimum Number of Personnel:</b>		-	-	-	-	-	#DIV/0!	-	-	-	#DIV/0!

\*Detail in Section 4

**Section 4: Assumptions**

State all assumptions upon which its pricing is being determined. Insert as many lines as necessary to ensure all concerns are accurately expressed. Include all key operating assumptions being used about work volumes, staffing levels, etc.

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**Written Correspondence**

Service Recipient:	
Specification Number:	
Respondent's Name:	
Resource Unit:	Written Correspondence

**Section 1: Annual Fixed Price**

The Annual Service Total is derived from the pricing assumptions in Section 2 below, do not enter a value into these cells  
 The Y1 baseline assumptions are provided. Respondent may enter their own baseline assumptions for Y2-Y8 based on the information provided

	Base Years Total Annual Charges					Base Total	Option Periods			Total 8 Years
	Year 1	Year 2	Year 3	Year 4	Year 5		Year 6	Year 7	Year 8	
Annual Service Total:	\$	-	\$	-	\$	-	\$	-	\$	-
Total Number Written Correspondence	50,000					50,000				50,000
Resource Unit Cost	\$	-	#DIV/0!	#DIV/0!	#DIV/0!	0	#DIV/0!	#DIV/0!	#DIV/0!	\$

**Section 2: Pricing Detail**

Enter cost estimates for each category listed

Call Center Support Services Pricing Assumptions		Base Years Pricing Assumptions					Base Total	Option Periods			Total 8 Years		
Category	Service / Description	Year 1	Year 2	Year 3	Year 4	Year 5		Year 6	Year 7	Year 8			
Personnel	Customer Service Supervisors/Managers						\$	-			\$	-	
Personnel	Customer Service Representative - English only						\$	-			\$	-	
Personnel	Customer Service Representative - bilingual						\$	-			\$	-	
Personnel	Other Customer Service Support Personnel*						\$	-			\$	-	
<b>Subtotal Personnel Cost:</b>		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Other Costs*	Estimated customer service other non-personnel related costs*						\$	-			\$	-	
<b>Subtotal Other Related Service Cost:</b>		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

\* Detail in Section 4

**Section 3: Staffing Detail**

Enter minimum number, not cost, of full time personnel assumed for each category listed. Part time personnel should be listed as a decimal.

Call Center Support Services Staffing Level Assumptions		Base Years Staffing Level Assumptions					Average	Option Periods			Total 8 Years
Category	Service / Description	Year 1	Year 2	Year 3	Year 4	Year 5		Year 6	Year 7	Year 8	
Personnel	Customer Service Supervisors / Managers						#DIV/0!				#DIV/0!
Personnel	Customer Service Representative - English only						#DIV/0!				#DIV/0!
Personnel	Customer Service Representative - bilingual						#DIV/0!				#DIV/0!
Personnel	Other Customer Service Support FTE*						#DIV/0!				#DIV/0!
<b>Total Minimum Number of Personnel:</b>		-	-	-	-	-	#DIV/0!	-	-	-	#DIV/0!

\* Detail in Section 4

**Section 4: Assumptions**

State all assumptions upon which its pricing is being determined. Insert as many lines as necessary to ensure all concerns are accurately expressed. Include all key operating assumptions being used about work volumes, staffing levels, etc.

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**Hourly Rate Card Sheet**

<b>Service Recipient:</b>	
<b>Specification Number:</b>	
<b>Respondent's Name:</b>	
<b>Annual Rate Increase Percentage:</b>	

Job Title / Labor Category *	City Facility Onsite Hourly Rates			Contractor Site Hourly Rates			Contractor Job Title Reference
	Senior	Junior	Entry	Senior	Junior	Entry	
Customer Service Manager	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Customer Service Supervisor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Customer Service Representative - English only	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Customer Service Representative - bilingual	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Applications Programmer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Business Analyst	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Communications Hardware Specialist	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Communications Network Specialist	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Communications Software Specialist	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Computer Systems Analyst	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Database Administrator (DBA)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Database Analyst	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Documentation Specialist	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Information Systems Engineer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Network Design Engineer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Project Manager	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Quality Assurance Engineer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Security Systems Engineer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Software Engineer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Software Systems Specialist	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Storage Operations Specialist	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Storage Management Engineer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
System Administrator/Operator	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
System Programmer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Systems Engineer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Tape Librarian	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Technical Architect	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Training Specialist	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other (specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

\* Job titles provided are for illustrative purposes only. Respondents should provide the anticipated job titles that may be utilized under this contract.

## EXHIBIT 5

### SPECIAL CONDITIONS REGARDING MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MBE/WBE) COMMITMENT AND SCHEDULES

#### I. Policy and Terms

- A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

**The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.**

- B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.
- C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 25.0

WBE Contract Goal: 5.0

- D. The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

**Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a contractor's MBE or WBE commitment in the performance of the contract.**

- E. As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.

- F. The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

## **II. Definitions**

- A. **“Area of Specialty”** means the description of an MBE or WBE firm\*s business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm\*s claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm\*s Area of Specialty. This information is also contained in the Directory. Credit toward this contract\*s MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

**NOTICE:** The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

- B. **“Directory”** means the Directory of Certified “Disadvantaged Business Enterprises,” “Minority Business Enterprises” and “Women Business Enterprises” maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- C. **“Executive Director”** means the executive director of the Office of Compliance or his or her designee.
- D. **“Minority Business Enterprise”** or **“MBE”** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- E. **“Women Business Enterprise”** or **“WBE”** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- F. **“Joint Venture”** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.

## **III. Joint Ventures**

Bidders may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

**Notice:** The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned,

TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or  
TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

**IV. Counting MBE/WBE Participation Toward the Contract Goals**

- A. The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan shall not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:
- B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers' fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

- C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.
- D. A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.
- E. When a MBE or WBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the contract specific goals only if the MBE's or WBE's subcontractor is itself a MBE or WBE. Work that a MBE or WBE subcontracts to a non-MBE or WBE does not count towards the contract specific goals.

**The Chief Procurement Officer reserves the right to disallow goal credit for all, or any portion, of work performed by an MBE or WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.**

**V. Regulations Governing Reduction or Waiver of MBE/WBE Goals**

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposer's

letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

**Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening.** Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. **Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.** Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

#### **A. Direct/Indirect Participation**

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:
  - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
  - b. A listing of all MBE/WBE firms contacted that includes:
    - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
    - (2) Date and time of contact;
    - (3) Method of contact (written, telephone, facsimile, etc.)
  - c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
    - (1) Project identification and location;
    - (2) Classification/commodity of work items for which quotations were sought;
    - (3) Date, item and location for acceptance of subcontractor bid proposals;

- (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
- (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder/proposer must provide the following information:
  - a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
    - (1) A listing of all potential subcontractors contacted for a quotation on that work item;
    - (2) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
  - b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
    - (1) The City's estimate for the work under a specific subcontract;
    - (2) The bidder/proposer's own estimate for the work under the subcontract;
    - (3) An average of the bona fide prices quoted for the subcontract;
    - (4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

## **B. Assist Agency Participation**

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Executive Director may contact the assist agency for verification of notification.

## **C. Impracticability**

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

## **VI. Procedure To Determine Bid Compliance**

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

### **A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Contractor.**

A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

- Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

- Joint Venture Agreements.

If the bidder's/proposer's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement.

### **A. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan**

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a

specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the bid opening (see Section VI. A., above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

## **VII. Reporting Requirements During The Term of The Contract**

- A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.
- B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives the contractor\*s final invoice. Final payments may be held until the Utilization Reports have been received.  
**NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."**
- C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractor\*s first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Executive Director shall be entitled to examine, on five (5) business days notice, the contractor\*s books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

## **VIII. MBE/WBE Substitutions**

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractor\*s notification should include the reason for the substitution request, as well

as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI. above, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with MBE/WBE contract requirements.

After award of contract, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V. above, entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals".

**IX. Non-Compliance and Damages**

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

- (1) failure to satisfy the MBE/WBE percentages required by the contract; and
- (2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Executive Director and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

**X. Arbitration**

- A. In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney\*s fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.
- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10)

days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

- C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney\*s and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**XI. Record Keeping**

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

**XII. Information Sources**

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

**U.S. Small Business Administration**

500 W. Madison Street, Suite 1250  
Chicago, Illinois 60661  
General Information  
(312) 353-4528

**S.B.A. - Bond Guarantee Program**

**Surety Bonds**

500 West Madison, Suite 1250  
Chicago, Illinois 60661  
Attention: Carole Harris  
(312) 353-4003

**S.B.A. - Procurement Assistance**

500 West Madison, Suite 1250  
Chicago, Illinois 60661  
Attention: Robert P. Murphy, Area Regional Administrator  
(312) 353-7381

Project information and general MBE/WBE information:

**City of Chicago  
Department of Procurement  
Contract Administration Division**

City Hall - Room 403  
Chicago, Illinois 60602  
Attention: Monica Jimenez  
(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

**City of Chicago  
Office of Compliance**

ATTN: Supplier Diversity Program  
333 State Street, Suite 540  
Chicago, IL 60604

General Information, Department of Procurement Services: [www.cityofchicago.org](http://www.cityofchicago.org)

Information on MBE/WBE availability in the manufacturing, sales or supplies, and related fields  
(direct assistance from 42 regional affiliates located throughout the U.S.):

**National Minority Suppliers  
Development Council, Inc.**  
1040 Avenue of the Americas, 2<sup>nd</sup> floor  
New York, New York 10018  
Attention: Harriet R. Michel  
(212) 944-2430

**Chicago Minority Business  
Development Council**  
1 East Wacker Drive  
Suite 1200  
Chicago, Illinois 60601  
Attention: Tracye Smith, Executive Director  
Phone #: (312) 755-8880  
Fax #: (312) 755-8890

MBE/WBE Professional Services rev. 8/3/10 (jmm)

## ATTACHMENT A – ASSIST AGENCY

### **Alliance of Business Leaders & Entrepreneurs (ABLE)**

150 N. Michigan Ave. Suite 2800  
Chicago, IL 60601  
Phone: (312) 624-7733  
Fax: (312) 624-7734  
Web: [www.ablechicago.com](http://www.ablechicago.com)

### **Alliance of Minority and Female Contractors c/o Federation of Women Contractors**

5650 S. Archer Avenue  
Chicago, IL 60638  
Phone: (312) 360-1122  
Fax: (312) 360-0239

### **American Brotherhood of Contractors Business Development Center**

11509 S. Elizabeth  
Chicago, IL 60643  
Phone: (773) 928-2225  
Fax: (773) 928-2209  
Web: [www.american-brotherhood.org](http://www.american-brotherhood.org)

### **Asian American Institute**

4753 N. Broadway St. Suite 904  
Chicago, IL 60640  
Phone: (773) 271-0899  
Fax: (773) 271-1982  
Web: [www.aaichicago.org](http://www.aaichicago.org)

### **Association of Asian Construction Enterprises**

333 N. Ogden Avenue  
Chicago, IL 60607  
Phone: (847) 525-9693  
Email: [nakmancorp@aol.com](mailto:nakmancorp@aol.com)

### **Black Contractors United**

400 W. 76th Street, Suite 200  
Chicago, IL 60620  
Phone: (773) 483-4000  
Fax: (773) 483-4150  
Web: [www.blackcontractorsunited.com](http://www.blackcontractorsunited.com)

### **Chatham Business Association Small Business Development, Inc.**

8441 S. Cottage Grove Avenue  
Chicago, IL 60619  
Phone: (773) 994-5006  
Fax: (773) 994-9871  
Web: [www.cbaworks.org](http://www.cbaworks.org)

### **Chicago Area Gay & Lesbian**

Chamber of Commerce  
3656 N. Halsted  
Chicago, IL 60613  
Phone: (773) 303-0167  
Fax: (773) 303-0168  
Web: [www.glchamber.org](http://www.glchamber.org)

### **Chicago Minority Supplier Development Council, Inc.**

105 W. Adams, Suite 2300  
Chicago, IL 60603-6233  
Phone: (312) 755-8880  
Fax: (312) 755-8890  
Web: [www.chicagomsdc.org](http://www.chicagomsdc.org)

### **Chicago Urban League**

4510 S. Michigan Ave.  
Chicago, IL 60653  
Phone: (773) 285-5800  
Fax: (773) 285-7772  
Web: [www.cul-chicago.org](http://www.cul-chicago.org)

### **Cosmopolitan Chamber of Commerce**

203 N. Wabash, Suite 518  
Chicago, IL 60601  
Phone: (312) 499-0611  
Fax: (312) 332-2688  
Web: [www.cosmochamber.org](http://www.cosmochamber.org)

### **Federation of Women Contractors**

5650 S. Archer Avenue  
Chicago, IL 60638  
Phone: (312) 360-1122  
Fax: (312) 360-0239  
Web: [www.fwcchicago.com](http://www.fwcchicago.com)

### **Hispanic American Construction Industry Association (HACIA)**

901 West Jackson Boulevard, Suite 205  
Chicago, IL 60607  
Phone: (312) 666-5910  
Fax: (312) 666-5692  
Web: [www.haciaworks.org](http://www.haciaworks.org)

### **Illinois Hispanic Chamber of Commerce**

855 W. Adams, Suite 100  
Chicago, IL 60607  
Phone: (312) 425-9500  
Fax: (312) 425-9510  
Web: [www.ihccbusiness.net](http://www.ihccbusiness.net)

### **Latin American Chamber of Commerce**

3512 West Fullerton Avenue  
Chicago, IL 60647  
Phone: (773) 252-5211  
Fax: (773) 252-7065  
Web: [www.latinamericanchamberofcommerce.com](http://www.latinamericanchamberofcommerce.com)

**National Association of Women Business**

**Owners**

**Chicago Chapter**

230 E. Ohio, Suite 400  
Chicago, IL 60611  
Phone: (312) 224-2605  
Fax: (312) 6448557  
Web: [www.nawbochicago.org](http://www.nawbochicago.org)

**Rainbow/PUSH Coalition**

**International Trade Bureau**

930 E. 50th Street  
Chicago, IL 60615  
Phone: (773) 256-2781  
Fax: (773) 373-4104  
Web: [www.rainbowpush.org](http://www.rainbowpush.org)

**Suburban Minority Contractors Association**

1250 Grove Ave. Suite 200  
Barrington, IL 60010  
Phone: (847) 852-5010  
Fax: (847) 382-1787  
Web: [www.suburbanblackcontractors.org](http://www.suburbanblackcontractors.org)

**Uptown Center Hull House**

4520 N. Beacon Street  
Chicago, IL 60640  
Phone: (773) 561-3500  
Fax: (773) 561-3507  
Web: [www.hullhouse.org](http://www.hullhouse.org)

**Women Construction Owners & Executives  
(WCOE)**

Chicago Caucus  
308 Circle Avenue  
Forest Park, IL 60130  
Phone: (708) 366-1250  
Fax: (708) 366-5418  
Web: [www.wcoeusa.org](http://www.wcoeusa.org)

**Women's Business Development Center**

8 South Michigan Ave., Suite 400  
Chicago, IL 60603  
Phone: (312) 853-3477  
Fax: (312) 853-0145  
Web: [www.wbdc.org](http://www.wbdc.org)

**Chicago Women in Trades (CWIT)**

4425 S. Western Blvd.  
Chicago, IL 60609-3032  
Phone: (773) 376-1450  
Fax: (312) 942-0802  
Web: [www.chicagowomenintrades.org](http://www.chicagowomenintrades.org)

**Coalition for United Community Labor Force**

1253 W. 63rd Street  
Chicago, IL 60636  
Phone: (773) 863-0283

**Englewood Black Chamber of Commerce**

P.O. Box 21453  
Chicago, IL 60621

**South Shore Chamber, Incorporated**

Black United Funds Bldg.  
1813 E. 71st Street  
Chicago, IL 60649-2000  
Phone: (773) 955- 9508

**United Neighborhood Organization (UNO)**

954 W. Washington Blvd., 3rd Floor  
Chicago, IL 60607  
Phone: (312) 432-6301  
Fax: (312) 432-0077  
Web: [www.uno-online.org](http://www.uno-online.org)

(January 2011)

**ATTACHMENT B**  
**(On Bidder/proposer's Letterhead)**

**RETURN RECEIPT REQUESTED**

(Date)

Re: Specification \_\_\_\_\_  
Description: \_\_\_\_\_

(Assist Agency Name and Address)

Dear \_\_\_\_\_:

(Bidder/Proposer) \_\_\_\_\_ intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due \_\_\_\_\_ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

\_\_\_\_\_ at \_\_\_\_\_ Address/phone

within (10) ten working days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer  
Department of Procurement Services  
City of Chicago  
121 North La Salle Street, Room 403  
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_

**SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)**

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I. Name of joint venture: \_\_\_\_\_  
Address of joint venture: \_\_\_\_\_  
Phone number of joint venture: \_\_\_\_\_

II. Identify each non-MBE/WBE venturer(s):  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_

III. Identify each MBE/WBE venturer(s):  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

A. What are the percentage(s) of MBE/WBE ownership of the joint venture?

MBE/WBE ownership percentage(s) \_\_\_\_\_

Non-MBE/WBE ownership percentage(s) \_\_\_\_\_

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Profit and loss sharing: \_\_\_\_\_

2. Capital contributions:

(a) Dollar amounts of initial contribution: \_\_\_\_\_

\_\_\_\_\_

(b) Dollar amounts of anticipated on-going contributions: \_\_\_\_\_

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Authority to enter contracts on behalf of the joint venture:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Signing, co-signing and/or collateralizing loans:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Acquisition of lines of credit:

\_\_\_\_\_  
\_\_\_\_\_

E. Acquisition and indemnification of payment and performance bonds:

**Schedule B: Affidavit of Joint Venture (MBE/WBE)**

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F. Negotiating and signing labor agreements:

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G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: \_\_\_\_\_

2. Major purchases: \_\_\_\_\_

3. Estimating: \_\_\_\_\_

4. Engineering: \_\_\_\_\_

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VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

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B. Identify the managing partner, if any, and describe the means and measure of their compensation:

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C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

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IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.



**Schedule B: Affidavit of Joint Venture (MBE/WBE)**

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

\_\_\_\_\_  
Name of MBE/WBE Partner Firm

\_\_\_\_\_  
Name of Non-MBE/WBE Partner Firm

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-signed officers

\_\_\_\_\_  
(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL )



**SCHEDULE D-1**

**Affidavit of MBE/WBE Goal Implementation Plan**

Project Name : \_\_\_\_\_

State of \_\_\_\_\_

County (City) of \_\_\_\_\_

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

\_\_\_\_\_  
Name of Prime Consultant/Contractor

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

- I. MBE or WBE Prime Consultant/Contractor. If prime consultant is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime consultant as a MBE satisfies the MBE goal only. Certification of the prime consultant as a WBE satisfies the WBE goal only.)
- II. MBEs and WBEs as Joint Venturers. If prime consultant is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- III. MBE/WBE Subconsultants. Complete for each MBE/WBE subconsultant/subcontractor/supplier.

1. Name of MBE/WBE: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dollar Amount of Participation \$ \_\_\_\_\_  
 Percent Amount of Participation: \_\_\_\_\_%

2. Name of MBE/WBE: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dollar Amount of Participation \$ \_\_\_\_\_  
 Percent Amount of Participation: \_\_\_\_\_%

3. Name of MBE/WBE: \_\_\_\_\_  
 Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_%

4. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_%

5. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_%

6. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_%

7. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_%

8. Attach additional sheets as needed.

IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total MBE Participation:</b>	<b>\$ _____</b>	<b>_____ %</b>

V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total WBE Participation:</b>	<b>\$ _____</b>	<b>_____ %</b>

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name \_\_\_\_\_ Phone Number: \_\_\_\_\_

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

\_\_\_\_\_  
Signature of Affiant (Date)

State of \_\_\_\_\_  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_ (name /s of person/s)  
as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.)  
of \_\_\_\_\_ (name of party on behalf of whom instrument  
was executed).

(Seal)

\_\_\_\_\_  
Signature of Notary Public

## MBE/WBE UTILIZATION REPORT

Utilization Report No. \_\_\_\_\_ Specification No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Project Name: \_\_\_\_\_

STATE OF: \_\_\_\_\_)

COUNTY (CITY) OF: \_\_\_\_\_)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_  
(Title - Print or Type)

and duly authorized representative of \_\_\_\_\_  
(Name of Prime Consultant /Contractor - Print or Type)

\_\_\_\_\_  
(Address of Prime Consultant/Contractor)      (\_\_\_\_\_) \_\_\_\_\_  
(Phone)

*and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.*

*The following Schedule accurately reflects the value of each MBE/WBE sub-agreement and the amounts of money paid to each to date.*

MBE/WBE FIRM NAME	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO-DATE
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

Total MBE: \$ \_\_\_\_\_

Total WBE: \$ \_\_\_\_\_

MBE/WBE UTILIZATION REPORT

*I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.*

Name of Contractor: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_  
(Signature of affiant)

Name of Affiant: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_

County (City) of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date)

by \_\_\_\_\_ (name/s of person/s)

as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.)

of \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
Signature of Notary Public

(Seal)

**EXHIBIT 6**

**ONLINE CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) AND APPENDIX A  
INSTRUCTIONS**

**AND**

**ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT**

**ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE  
STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS**

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) FOR CUSTOMER SERVICE AND CALL CENTER SERVICES FOR WATER/SEWER BILLING OPERATIONS FOR THE CITY OF CHICAGO, SPECIFICATION NO. 100153, THE RESPONDENT SHALL SUBMIT 2 DOCUMENTS: 1) A "**CERTIFICATE OF FILING**" EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED **ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT** SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

**1. ONLINE EDS FILING**

**1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE**

The Respondent shall complete an online EDS prior to the response due date. A Respondent who does not file an electronic EDS prior to the response due date may be found non-responsive and its response rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining your good faith efforts to complete it before the response due date and the reasons why it could not be completed.

**NOTE: ALWAYS SELECT THE "CONTRACT" (NOT UPDATE) BOX WHEN COMPLETING AN ONLINE EDS TO ENSURE A NEW CONTRACT SPECIFIC ONLINE EDS IS CREATED RELATED TO THE SOLICITATION DOCUMENT. CLICKING THE UPDATE BOX ONLY UPDATES PREVIOUS EDS INFORMATION.**

**1.2. ONLINE EDS WEB LINK**

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

**1.3. ONLINE EDS NUMBER**

Upon completion of the online EDS submission process, the Respondent will be provided an EDS number. Respondent should record this number here:

EDS Number: \_\_\_\_\_

**1.4. ONLINE EDS CERTIFICATION OF FILING AND ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT**

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. See Section 5.32, Item 3, Required Contents of Proposal in the RFP. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

**1.5. PREPARATION CHECKLIST FOR REGISTRATION**

To expedite and ease your registration process, we recommend that you collect the following

information prior to registering for an Online EDS user account:

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

**1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION**

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- \_\_\_\_\_ 1. Invitation number, if you were provided with an invitation number.
- \_\_\_\_\_ 2. Site address that is specific to this EDS.
- \_\_\_\_\_ 3. Contact that is responsible for this EDS.
- \_\_\_\_\_ 4. EDS document from previous years, if available.
- \_\_\_\_\_ 5. Ownership structure, and if applicable, owners' company information:
  - \_\_\_\_\_ a. % of ownership
  - \_\_\_\_\_ b. Legal Name
  - \_\_\_\_\_ c. FEIN/SSN
  - \_\_\_\_\_ d. City of Chicago Vendor Number, if available.
  - \_\_\_\_\_ e. Address
- \_\_\_\_\_ 6. List of directors, officers, titleholders, etc. (if applicable).
- \_\_\_\_\_ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
  - \_\_\_\_\_ a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- \_\_\_\_\_ 8. Contract related information (if applicable):
  - \_\_\_\_\_ a. City of Chicago contract package

- \_\_\_\_\_ b. Cover page of City of Chicago bid/solicitation package
- \_\_\_\_\_ c. If EDS is related to a mod, then cover page of your current contract with the City.
- \_\_\_\_\_ 9. List of subcontractors and retained parties:
  - \_\_\_\_\_ a. Name
  - \_\_\_\_\_ b. Address
  - \_\_\_\_\_ c. Fees – Estimated or paid

## 1.7. EDS FREQUENTLY ASKED QUESTIONS

### **Q: Where do I file?**

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

### **Q: How do I get help?**

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

### **Q: Why do I have to submit an EDS?**

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

### **Q: Who is the Applicant?**

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

### **Q: Who is the Disclosing Party?**

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

### **Q: What is an entity or legal entity?**

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

### **Q: What is a person for purposes of the EDS?**

A: "Person" means a human being.

### **Q: Who must submit an EDS?**

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

<b>Applicants:</b>	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.
<b>Entities holding an interest:</b>	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
<b>Controlling entities:</b>	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.

**Q: What information is needed to submit an EDS?**

A: The information contained in the Preparation Checklist for EDS submission.

**Q: I don't have a user ID & password. Can I still submit an Online EDS?**

A: No. You must register and create a user ID and password before submitting an Online EDS.

**Q: What information is needed to request a user ID & password for Online EDS?**

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

**Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?**

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

**Q: I don't have an email address. How do I submit an Online EDS?**

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or rmail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

**Q: I forgot my user ID. Can I register again?**

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

**Q: Who is the EDS Captain?**

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

**Q: Why do we need EDS Captains?**

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

**Q: Who is the EDS team?**

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

**Q: I forgot my password. What should I do?**

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

**Q: How do I complete an Online EDS?**

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

**Q: How do I fill out a Disclosure of Retained Parties?**

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS", and click on the "Retained Parties" tab. When finished, click on "Ready to Submit."

**Q: How do I attach documents?**

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

**Q: Who can complete an Economic Disclosure Statement online?**

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

**Q: What are the benefits of filing my Economic Disclosure statement electronically?**

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

**Q: Will my information be secure?**

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication, Only you will have knowledge of this unique identification information.

**Q: I am filing electronically. How do I sign my EDS?**

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

**Q: My address has changed. How can I update my information?**

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.

**Q: I have more questions. How can I contact the Department of Procurement Services?**

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Standard Time.

**Q: Can I save a partially complete EDS?**

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

**Q: Do I have to re-type my information each time I submit an EDS?**

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

**Q: What are the system requirements to use the Online EDS?**

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to

display PDFs automatically. You may download and install Adobe Reader free at [www.adobe.com/products/reader/](http://www.adobe.com/products/reader/)

- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

**ATTACHMENT A**

**ONLINE EDS ACKNOWLEDGEMENT**

The undersigned, hereby acknowledges having received Specification No. 100153 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) \_\_\_\_\_, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this response, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other respondent or prospective respondent or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among respondents and has not disclosed to any person, firm or corporation the terms of this proposal or the price named herein.

COMPANY NAME: \_\_\_\_\_  
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: \_\_\_\_\_

TITLE OF SIGNATORY: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_ (Affix Corporate Seal)

County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Company Name)

Notary Public Signature: \_\_\_\_\_ (Seal)

**EXHIBIT 7**

**KEY PERSONNEL**

**EXHIBIT 7**  
**KEY PERSONNEL**

**Table of Key Personnel**

<b>Name</b>	<b>Title</b>	<b>Experience</b>

**EXHIBIT 8**

**CONTRACT INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE**

**PROFESSIONAL SERVICES INSURANCE REQUIREMENTS**

**Department of Finance/Revenue**

**Customer Service and Call Center Services for Water/Sewer Billing Operations**

## **PROFESSIONAL SERVICES INSURANCE REQUIREMENTS**

### **Department of Revenue**

#### **Customer Service and Call Center Services For Water/Sewer Billing Operations Services**

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and time period following expiration if Contractor 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 (not to include Endorsement CG 21 39 or equivalent). 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 or work.

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor 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 consultants including project managers/administrators, EDP/Systems professionals or any other professional consultants perform Services 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 claim-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

5) Valuable Papers

When any media, data, records, reports, files and 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

Contractor is responsible for all loss or damage to City property at full replacement cost.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Contractor as part of the Agreement.

**B. ADDITIONAL REQUIREMENTS**

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, and Department of Revenue, Room 107, 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. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit 8) 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 requirements of Agreement.. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor 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 Contractor 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 Contractor.

Contractor 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 Contractor in no way limit the Contractor'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 Contractor 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 Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

If Contractor 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.

Named Insured: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_ (Number and Street)  
 \_\_\_\_\_  
 (City) (State) (ZIP)

Specification #: \_\_\_\_\_  
 RFQ #: \_\_\_\_\_  
 Project Name #: \_\_\_\_\_  
 Purchase Order #: \_\_\_\_\_

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 <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____  General Aggregate \$ _____  Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> 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.): \_\_\_\_\_

Address: \_\_\_\_\_ ZIP Code: \_\_\_\_\_ Attention: \_\_\_\_\_

**EXHIBIT 9**

**CITY OF CHICAGO  
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**Contract (PO) No** \_\_\_\_\_  
**Specification No.** \_\_\_\_\_  
**Vendor No.** \_\_\_\_\_

## PROFESSIONAL SERVICES AGREEMENT

**BETWEEN**

**THE CITY OF CHICAGO**  
**DEPARTMENT OF** \_\_\_\_\_

**AND**

\_\_\_\_\_  
**(Company Name)**



\_\_\_\_\_  
**(Subject of Agreement)**

**RAHM EMANUEL**  
**MAYOR**

## PROFESSIONAL SERVICES AGREEMENT

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**List of Exhibits**

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EXHIBIT 7	LIST OF KEY PERSONNEL
EXHIBIT 8	PROVISIONS REQUIRED IF FEDERAL FUNDS ARE INVOLVED

**AGREEMENT**

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("**Effective Date**") by and between \_\_\_\_\_, a \_\_\_\_\_ corporation ("**Consultant**"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of \_\_\_\_\_ ("**City**"), at Chicago, Illinois. The City and Consultant agree as follows:

**BACKGROUND INFORMATION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Consultant warrants that it is ready, willing and able to perform as of the effective date of this Agreement to the full satisfaction of the City.

NOW, THEREFORE, the City and the Consultant agree as follows:

**ARTICLE 1. INCORPORATION OF BACKGROUND INFORMATION**

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

**TERMS AND CONDITIONS**

**ARTICLE 2. DEFINITIONS**

**2.1 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 Section 3.1, 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 under Section 10.3 of this Agreement 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 of the City and any representative duly authorized in writing to act on his behalf.

"**Commissioner**" means the Commissioner of the Department of \_\_\_\_\_, and any representative authorized in writing to act on the Commissioner's behalf.

"**Department**" means the City Department of \_\_\_\_\_.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 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.

## **2.2 Interpretation**

(a) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

(b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

(e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

(f) All references to a number of days mean calendar days, unless indicated otherwise.

## **2.3 Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services and Time Limits for Performance
Exhibit 2	Schedule of Compensation
Exhibit 3	Special Conditions Regarding MBE/WBE Commitment and Schedules
Exhibit 4	Online Economic Disclosure Statement and Affidavit Certificate of Filing
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	Contractual Requirements Related to HIPAA
Exhibit 7	List of Key Personnel
Exhibit 8	Provisions Required If Federal Funds Are Involved

## **ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONSULTANT**

### **3.1 Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3.3. The Services that Consultant must provide are described in Exhibit 1, Scope of Services and Time Limits for Performance.

### **3.2 Deliverables**

In carrying out its Services, Consultant 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 Section 9.1.

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.

### **3.3 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 subsection 9.1 (b)(ii) regarding failure to comply with licensure requirements.

### **3.4 Personnel**

#### **(a) 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.

#### **(b) 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 3.4(b). 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 7.

(c) **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 3.4(c) is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

**3.5 Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago ("**Municipal Code**"), §§ 2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 3. Consultant's completed Schedules C-1 and D-1 in Exhibit 3, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Consultant must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City.

**3.6 Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified in Exhibit 5 of this Agreement, insuring all operations related to this Agreement.

**3.7 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 Section 9.2 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 5 of this Agreement.

### **3.8 Ownership of Documents**

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Consultant under this Agreement are property of the City, including, as further described in Section 3.9 below, 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 Section 3.7.

### **3.9 Copyright Ownership**

Consultant and the City intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the City's instance and expense under this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the City will be the sole copyright owner of the

Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Consultant warrants to the City, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

### **3.10 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 Article 11.

#### **(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 Section 9.1 of this Agreement, and Consultant will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

### **3.11 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 Exhibit 6 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 Exhibit 6.

### **3.12 Assignments and Subcontracts**

(a) Consultant must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) 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 this Agreement. No approvals given by the Chief Procurement Officer, including approvals for the use of any Subcontractors, operate to relieve Consultant of any of its obligations or liabilities under this Agreement.

(b) All Subcontractors are subject to the prior approval of the Chief Procurement Officer. Approval for the use of any Subcontractor in performance of the Services is conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to perform the Services in accordance with the terms and conditions of this 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 this 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 this Agreement under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement.

(c) Consultant, upon entering into any agreement with a Subcontractor, must furnish upon request of the Chief Procurement Officer or the Department a copy of its agreement. Consultant must ensure that all subcontracts contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this 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 this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

(d) Consultant must not transfer or assign any funds or claims due or to become due under this 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 this Agreement, without such prior written approval, has no effect upon the City.

(e) Under § 2-92-245 of the Municipal Code, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this 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 this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

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

## **ARTICLE 4. DURATION OF AGREEMENT**

### **4.1 Term of Performance**

This Agreement takes effect as of the Effective Date and continues, except as provided under Sections 5.4 or Article 9, until the later of (i) \_\_\_\_\_, as that date may be extended under Section 4.3, or (ii) completion of the final task assigned before the date, if and as extended, in (i).

### **4.2 Timeliness of Performance**

(a) Consultant must provide the Services and Deliverables within the time limits required under any task order or request for services pursuant to the provisions of Section 3.1 and Exhibit 1. **Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the required time limits 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.

### **4.3 Agreement Extension Option**

This Agreement will be in effect for the dates indicated within this Agreement for a \_\_\_\_\_ month term. The Chief Procurement Officer may exercise the City's right to extend this Agreement following the expiration of the base Agreement term for up to \_\_\_\_\_ months, subject to acceptable performance by the Consultant and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Agreement.

Before expiration of the then current Agreement term, the Chief Procurement Officer will give the Consultant notice, in writing, that the City is exercising its option to renew the Agreement for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

With the same amount of notice as for options, the City reserves the right to extend the Agreement for a period of no more than one hundred eighty-one (181) calendar days, either in lieu of exercising an option period or following the exhaustion of all option periods, for the purpose of providing continuity of service while procuring a replacement contract.

## **ARTICLE 5. COMPENSATION**

### **5.1 Basis of Payment**

The City will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the completion of the Services in accordance with this Agreement, including the standard of performance in Section 3.3.

## **5.2 Method of Payment**

Consultant must submit monthly invoices to the City for costs billed, as outlined in the Schedule of Compensation in Exhibit 2. 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.

## **5.3 Invoices**

This contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address:

INVOICES  
City of Chicago, Office of the City Comptroller  
33 N. LaSalle St., Room 700  
Chicago, IL 60602

OR

Via email to: [INVOICES@cityofchicago.org](mailto:INVOICES@cityofchicago.org) with the word INVOICE in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the compensation schedule.

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice. Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. As stated the City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

If required, Subcontractor Payment Certification forms must be mailed to the department that ordered the goods or services.

#### **5.4 Taxes**

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-07. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall comply with all Federal laws and regulations.

#### **5.5 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 10.3. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

#### **5.6 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 this Agreement, then the City will notify Consultant in writing of that occurrence, and this 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 this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant except that no payments will be made or due to Consultant under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

#### **5.7 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](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 services, 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.

### **ARTICLE 6. 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 Contractors 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.

## **ARTICLE 7. COMPLIANCE WITH ALL LAWS**

### **7.1 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 this Article 7, 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 online Economic Disclosure Statement and Affidavit ("**EDS**") which includes a Disclosure of Retained Parties. Submit an electronically signed, one page Certificate of Filing to Exhibit 4 which validates that the EDS has been filed. The web address to submit your EDS is <http://webapps.cityofchicago.org/EDSWeb>. 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 online EDS(s) with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

(b) Notwithstanding anything in this 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.

(c) The Consultant will comply with Section 2-154-020 of the Municipal Code of Chicago. Failure by the Consultant or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement.

### **7.2 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 8.

#### **(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 7.2 by reference in all agreements entered into with any suppliers of materials, furnisher 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.

**7.3 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 or Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 or 2-55, respectively, of the Municipal Code. Consultant understands and will abide by all provisions of Chapter 2-56 and 2-55 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

**7.4 Office of Compliance**

It is the duty of any bidder, proposer, Consultant, Contractor, all Subcontractors, and every applicant for certification of eligibility for a City Agreement or program, and all officers, directors, agents, partners and employees of any bidder, proposer, consultant or such applicant to cooperate with the Office of Compliance in any investigation or audit pursuant to Chapter 2-26 of the Municipal Code of Chicago. The Consultant understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of Chicago. All subcontracts will inform Subcontractors of this provision and require understanding and compliance with it.

## **7.5 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 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 7.5 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.

## **7.6 Business Relationships with Elected Officials**

Pursuant to § 2-156-030(b) of the Municipal Code, 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 this Agreement is grounds for termination of this Agreement. The term business relationship is defined as set forth in § 2-156-080 of the Municipal Code.

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.

## **7.7 Chicago "Living Wage" Ordinance**

(a) Section 2-92-610 of the Municipal Code 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 this 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 ensure 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 this Agreement.

(b) Consultant's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this 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 this Agreement.

(c) As of July 1, 2011, the Base Wage is \$11.18 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. The currently applicable Base Wage is available from the Department of Procurement Services. 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 this 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 subsections (a) through (d) above do not apply.

## **7.8 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 this Agreement is executory, Consultant's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be

granted only at the sole discretion 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 this Agreement.

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

#### **7.9 Prohibition on Certain Contributions**

Consultant agrees that Consultant, any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7.5 percent (**Owners**"), spouses and domestic partners of such Owners, Contractor's 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 (Consultant and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee (i) after execution of this Agreement by Consultant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Consultant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Consultant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Consultant or the date Consultant approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Consultant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Consultant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Consultant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Consultant violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.

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.

"Other Contract" means any other agreement with the City of Chicago to which Consultant is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"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:
  - 1. The partners have been residing together for at least 12 months.
  - 2. The partners have common or joint ownership of a residence.
  - 3. 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.
  - 4. 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."

#### **7.10 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.

#### **7.11 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.

#### **7.12 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.

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)

## **ARTICLE 8. SPECIAL CONDITIONS**

### **8.1 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 contractor 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 Sections 9.2 and 9.3 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.

## **8.2 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 this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code .

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to 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.

## **8.3 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 this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

## **8.4 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.

## **8.5 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 8.5 as "**Consulting**

**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, Consulting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Consulting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Consulting Parties' past or present clients. If Consulting 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 Consulting 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 Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Further, Consulting 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 Section 3.11 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Consulting Parties' services for others conflict with the Services that Consulting Parties are to render for the City under this Agreement, Consulting 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.

#### **8.6 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 this Agreement or because of the City's execution, attempted execution or any breach of this Agreement.

#### **8.7 EDS / Certification Regarding Suspension and Debarment**

Consultant certifies, as further evidenced in the EDS attached as Exhibit 4, 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.

### **ARTICLE 9. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

### **9.1 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 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 Section 7.1 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; and

(ix) 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.

(f) Consultant's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under Section 7.1(a).

### **9.2 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 9.2 and Article 11, 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 9.2;

(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, he 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.

### **9.3 Early Termination**

(a) In addition to termination under Sections 9.1 and 9.2 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 Article 11. 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 Article 11 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 Article 5, 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 Article 6 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 Sections 9.1 and 9.2 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 9.3.

### **9.4 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 under Article 5 of 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 Section 9.3.

### **9.5 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 Section 9.2 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.

## **ARTICLE 10. GENERAL CONDITIONS**

### **10.1 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.

**10.2 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.

**10.3 Changes, Modifications, and Amendments**

No change, modification, or amendment of this Agreement, or any part hereof, is valid unless stipulated in writing and signed by the Mayor, Comptroller, and Chief Procurement Officer of the City. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 10.3. This Section, 10.3, does not apply, however, to Agreement extensions governed by section 4.3, Agreement Extension Option.

**10.4 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.

**10.5 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.

## **10.6 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.

## **10.7 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.

## **10.8 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.

## **10.9 Independent Contractor**

(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 contractor and not as a representative, employee, agent, or partner of the City.

(b) This Agreement is between the City and an independent contractor 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.

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

(c) Shakman Accord

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the

"City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Consultant is aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a subcontractor, and from directing Consultant to hire an individual as an employee or as a subcontractor. Accordingly, Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Consultant under this Agreement are employees or subcontractors of Consultant, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Consultant.

(iii) Consultant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Consultant by a City employee or City official in violation of Section 10.9(c)(ii) above, or advocating a violation of Section 10.9(c)(iii) above, Consultant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

#### **10.10 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.

#### **10.11 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), Cook County 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.

**ARTICLE 11. NOTICES**

Notices provided for in this Agreement, unless provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: Department of Finance/Revenue  
121 N. LaSalle St., Rm 107  
City Hall  
Chicago, Illinois 60602  
Attention: Commissioner

and

Department of Procurement Services  
Room 403, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Chief Procurement Officer

With Copies to: Department of Law  
Room 600, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Corporation Counsel

If to Consultant: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

**ARTICLE 12. 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.

*[Signature Pages, Exhibits and Schedules follow.]*

**CONTRACT SIGNATURE PAGE**

Contract No.: \_\_\_\_\_

Specification No.: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Total Amount (Value): \_\_\_\_\_

Fund Chargeable: \_\_\_\_\_

\_\_\_\_\_  
(Consultant)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ as President (or other authorized officer) and  
\_\_\_\_\_ as Secretary of \_\_\_\_\_ (Corporation Name).

(Seal)

Notary Public Signature

Commission Expires: \_\_\_\_\_

CITY OF CHICAGO

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Comptroller Date

\_\_\_\_\_  
Chief Procurement Officer Date

