

REQUEST FOR PROPOSAL (“RFP”)

For

**RECRUITMENT, TESTING AND HIRING PROCESS PROVIDER
FOR VARIOUS TRADES**

Specification No. 87646

Required for use by:

**CITY OF CHICAGO
(Department of Human Resources)**

This RFP distributed by:

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

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

Jamie L. Rhee, Chief Procurement Officer
Attention: Altha Riley
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 11/17/2010 at 10:00a.m... Central Standard Time, in
DHR, Room 1100, Chicago, Illinois.

Attendance is Non-Mandatory, but encouraged.

**Proposals must be received no later than 4:00 p.m., Central Standard Time, on
12/20/2010**

Altha Riley, Contracts Negotiator, (312) 744-0762

**RICHARD M. DALEY
MAYOR**

**JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER**

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EXHIBITS

- Exhibit 1: Non-Interview Titles
- Exhibit 2: City Hiring Plan
- Exhibit 3: Hiring Standard Operating Procedures
- Exhibit 4: City's Information Security Policy
- Exhibit 5: Compensation Schedule
- Exhibit 6: Company Profile Information
- Exhibit 7: Company References/Client Profile Information
- Exhibit 8: 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 9: Online City of Chicago Economic Disclosure Statement and Affidavit and Appendix A (EDS) Instructions and Attachment A, Online EDS Acknowledgement
- Exhibit 10: Contract Insurance Requirements and Insurance Certificate
- Exhibit 11: City of Chicago's Standard Contract Term and Conditions

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I. GLOSSARY OF TERMS

Applicant

An applicant is an individual who submits an application for a specific open City position.

Applicant List

The applicant list is a list of all applicants for an open position. The applicant list is generated from the Taleo electronic recruiting management applicant tracking system and online job application process.

Application

An application is an electronic or paper document that is completed by a prospective applicant or bidder to apply for an open position. The application contains information about the prospective applicant or bidder, such as his or her education, previous employment history, and other relevant information to be considered for employment with the City

Assessment

Assessment is a core element of the hiring process which involves the administration and scoring of an employment test to determine a candidate’s skills and/or experience based on the criteria for an open position. Recruiting analysts, testing administrators, and hiring managers are part of the assessment process.

Background Check

A background check consists of the review and verification of educational history, employment history, licenses or certifications, and criminal history.

Bargaining Unit

The bargaining unit is a group of class titles and positions represented by a union pursuant to the terms of the Illinois Public Labor relations Act.

Bid

A bid is one type of application specifically referring to an application filed by a bargaining unit member for a position within that specific bargaining unit. Bid applies only to positions that are governed by a collective bargaining agreement (“CBA”).

Bid Announcement

A Bid Announcement is posted on the Recruiting Management System (“RMS”) and according to applicable CBA terms, gives notice of an open position for which CBA-covered employees can exercise their bidding rights. A Bid Announcement shall include the job duties and predefined minimum qualifications from the Class Specification, predefined screening criteria, and predefined testing score when applicable, whether or not an interview and/or test will be conducted, and any other relevant information

Bid Career Opportunities

Bid Career Opportunities is the site on Taleo for City employees represented by a union to bid on appropriate vacant bargaining unit positions.

Bid List

A bid list is a document providing detailed information about employees who have filed a bid application and meet the minimum requirements to be considered for a vacant position.

Bid Position

A bid position is a vacancy within bargaining unit that is represented by a Union, which must be posted so that employees in that bargaining unit may exercise any bid rights that exist pursuant to the CBA. Although a bid position must be open to City employees who are members of the specific bargaining unit, it may also be simultaneously posted externally.

Bidder

A Bidder is an individual who is covered by a CBA and exercises their contractual right to bid when applying for a specific open City position.

Candidate

An applicant or bidder who meets the minimum qualifications of the job for which they applied and is eligible to be referred.

CAREERS (Chicago Recruiting, Evaluation, Employment and Reporting System)

CAREERS is the online job application process website driven by Taleo on both the City's internet and intranet. Either site allows job seekers to search and apply for current employment opportunities with the City of Chicago.

Chicago Automated Time and Attendance System (CATA)

The Chicago automated time and attendance system is an electronic system which keeps track of employee time and attendance and helps generate payroll checks. The system stores and generates reports regarding excused and unexcused absence, employee hours, vacation time, sick time, pay status, etc. Authorized department supervisors, management and payroll/personnel staff have access to CATA records. CATA records are required for review and inclusion in the hiring binder for any current City employee candidates for Shakman covered positions.

Chicago Integrated Personnel Payroll System (CHIPPS)

CHIPPS is an Oracle based electronic data and information system supporting most City business applications including payroll production, and personnel reporting. It maintains human resources data for current City employees and ex-employees.

Class Title (or Job Title)

The class title is the job title for a position. Class title and job title are sometimes used interchangeably.

Class Title Code (or Title Code (TC))

Class title code is a four digit number synonymous with and used as a numeric identifier of a particular job title. Class title code and title code is sometimes used interchangeably.

Classification and Compensation Services Analyst (or Classification Analyst)

The classification and compensation services analyst is the position assigned to the Classification and Compensation Services Unit within the Department of Human Resources. This Analyst functions as the content librarian for the CAREERS online job application process and develops disqualifying questions based on the minimum qualifications for each open position per the class specification. The Classification Analyst also creates screening questions based on criteria used to identify knowledge, skills and abilities essential to perform the job. Classification and compensation services analyst and classification analyst are sometimes used interchangeably.

Classification and Pay Plan (Schedule A)

Classification and Pay Plan contains existing job titles in City service, their respective title codes and pay grades, various pay plans, and the salary resolution. Classification and Pay Plan and Schedule A are sometimes used interchangeably.

Collective Bargaining Agreement (CBA) (or Union Contract) (or Contract)

A collective bargaining agreement is an agreement between the City and a union that represents a group of City employees. Collective bargaining agreement and union contract (or contract) are sometimes used interchangeably.

Content Librarian

The content librarian is a classification and compensation services analyst for the CAREERS system driven by Taleo. The content librarian develops questions attached to open positions that potential applicants must answer in order to qualify.

Contingent Job Offer

A contingent job offer is sent to those selected for hire extended after approval of Personnel File Part I (formerly A-Packet). Prior to the successful completion of the background check, all job offers are tentative and subject to revocation.

Covered Position (formally Shakman Covered Position)

A Covered Position is any City position where Political Reasons or Factors or other improper considerations may not be taken into account in an employment action.

Department of Human Resources (DHR)

The Department of Human Resources facilitates the effective delivery of city services through the establishment of a professional human resource management program. This includes coordinating plans with operating departments, boards and commissions to attract, develop and retain quality personnel, ensure equal pay for equal work, foster equal employment opportunities for all the citizens of Chicago and establish cost efficient processes.

Discipline Record

A discipline record is a history of any disciplinary action taken against a current or former City employee.

Disqualifying Questions (DQs)

Disqualifying questions are pre-screening questions developed by the Department of Human Resources based on the minimum requirements of the class specification. DQs are used in the CAREERS online job application process (powered by Taleo) to screen out applicants who do not meet the stated minimum education, certification and experience requirements for the position.

Effective Date (or Start Date)

The effective date is the first day on which an individual begins employment or, if the individual is a City employee, the first day on which he or she is appointed to a new position. Effective date and start date are sometimes used interchangeably.

Eligible Bidder

An eligible bidder is a current City employee who bids on a vacant position covered by the same CBA under which the employee is covered. An eligible bidder may or may not be referred to the hiring department for consideration depending on whether he or she meets the minimum qualifications for the position.

Employee Residency Requirement

The employee residency requirement is a City rule that requires employees of the City to reside within the corporate limits of Chicago while employed by the City

Escalation Procedure

The escalation procedure is a process that requires a DHR Recruiting Analyst involved in a hiring process who has reason to believe that a Hiring Manager, Hiring Authority or other City employee may have committed a violation of this Hiring Plan or may have allowed Political Reasons or Factors or other Improper considerations to influence the hiring process to suspend the process and immediately notify IGO Hiring Oversight and the DHR Commissioner for further review and action.

Exempt Position (formally Shakman Exempt Position)

An Exempt Position is a City position that is excepted from the requirements governing Covered Positions

Federal Monitor

The Federal Monitor is the individual appointed by the federal court to oversee the City's compliance with the Shakman Court Accord. The Federal Monitor reviews elements of the hiring packet for accuracy in complying with the Shakman Court Accord.

Fingerprints

Fingerprints are obtained from prospective new hires, volunteers, and certain current City employees and volunteers returning from leaves, in accordance with the City's fingerprinting policy, for the purpose of obtaining any available criminal background information.

Hire Certification Form (formerly Shakman Certification)

The hire certification is a form filled out by City employees and selected candidates involved in any hiring process, other than for Exempt Positions. This form shall certify under penalty of perjury, that no Political Reasons or Factors or other improper considerations were taken into account in the employment action. DHR, with notice to IGO Hiring Oversight, may modify the form from time to time.

Hiring Authority

The hiring authority is the individual within a City department who will have ultimate accountability for hires within that department. This role typically will be a Commissioner or other department head.

Hiring Criteria

The Hiring Criteria are a set of job-related knowledge, skills and abilities that will be used to select the candidate to be offered the position.

Hiring Data

Hiring data is all documentation (electronic or paper) required to fill a vacant position. Hiring data may include, but is not limited to, the bid announcement or posting, candidate applications, hire certifications, job description, checklists, bid/applicant/referral lists, routing sheets, screening and disqualification questions, forms, examinations, test scores, personnel records, reports, letters, memoranda, emails and affidavits necessary to complete the hiring process

Hiring Department

The hiring department is any City department which initiates and submits a Request for Hire and has the responsibility for filling its vacant positions. The hiring department evaluates and selects candidates for employment using established processes and procedures.

Hiring Manager

The Hiring Manager is responsible for managing the selection process for positions requiring an interview. This individual will typically be the manager to whom the new hire will report, but may be a higher level manager in the department reporting structure.

Hiring Packet

The hiring packet houses all necessary documents relevant to the filling of a particular vacancy. The documents are collected by the Recruiting Analyst and included all documents listed on the Master Hire Folder Checklist, the Personnel File – Part I Checklist, and the Personnel File – Part II Checklist.

Hiring Plan (i.e. The Accord / Hiring Process)

The hiring process is the course of action used to complete a hire. The process is described in the Shakman Court Accord and detailed in the Standard Operating Procedure (SOP) Manual.

Human Resources Liaison (HRL)

The human resources liaison is the human resources officer from a City department who serves as the primary contact to the Department of Human Resources on all personnel matters.

Information Services (IS) (formally Records Information Management Services (RIMS))

Information Services is the division within the Department of Human Resources charged with managing and preserving human resources data and personnel records information on applicants, current employees and ex-employees.

Intake Session (elements derived replaces information required on B-side of the former A-form)

An intake session is a meeting where DHR and hiring department representatives establish the screening and hiring criteria for the position(s) and draft the Notice of Job Opportunity or Bid Announcement.

Internal Applicant

An internal applicant is a current employee of the City who applies for any non-bid position.

Job Description

The job description is a document that includes necessary information about a position including minimum and preferred qualifications, job duties and responsibilities, reporting structure and salary/hourly rate.

Job Offer

The job offer is a presentation of a formal intention on the part of the City to hire a selected bidder/external applicant for an open position.

Job Requisition Intake and Discussion Form (Intake Form)

The Job Requisition Intake and Discussion Form are used by the Recruiting Analyst during the Intake Session to gain a deeper understanding of the Hiring Manager's request for hire and to determine next steps in the hiring process. It may also serve as a reference and research tool for future use for the position. If additional notes are taken, they are attached to the Intake Form.

Knowledge, Skill and Ability (KSA)

Knowledge, skills and abilities are the commonly accepted standard of evaluation for hiring in both the private and public sectors.

Lottery

A lottery is a method to randomly screen and order candidates for a position that has few, if any, minimum qualifications and a great number of applicants. A formal lottery procedure is managed by the Department of Human Resources.

Master Hire Folder Hiring Paperwork Checklist (formerly Packet A)

The Master Hiring Folder Hiring Paperwork Checklist is the form that allows the hiring department to verify that all documents required for submission with the Master Hire Folder are included. The Master Hiring Folder Paperwork Checklist and the Personnel File Part I, Individual Candidate Folder Checklist are both required to complete the Master File Folder (Formerly Packet A) for Shakman Accord covered positions.

Minimum Qualifications

Minimum qualifications are those criteria, specific to each position, which an applicant/bidder must meet in order to be considered for that position.

Monitor/IGO Notification Form

The Monitor/IGO Notification Form is the form that must be submitted to the Office of the Inspector General and the Federal Monitor's Office in advance of all tests for Shakman Accord covered positions. The form is submitted via interoffice e-mail to HR_Interviews@ex.cityofchicago.org no less than five (5) business days in advance of any test.

Non-Interview Position

A non-interview position is a type of position which requires verification of a prospective candidate/bidder's willingness and ability to perform certain job-related tasks and/or possession of a certification/license for a skill or set of skills. Applicants or bidders for these positions may be assessed through a physical demonstration of skills and ability, a test of knowledge (paper and pencil or on-line format), a questionnaire verifying willingness and ability to perform certain job related tasks, and/or through verification of a specific valid license or certification, but not through an interview. These positions may or may not be part of a CBA.

Notice of Job Opportunity

The Notice of Job Opportunity, which is posted on the RMS, shall include the position's job duties and minimum qualifications from the Class Specification, the predefined screening criteria, the predefined testing score when applicable, whether or not an interview and/or test will be conducted, whether or not the position will be filled through random selection, and any other relevant information.

Offer Management

Offer management is a workflow in Taleo that generates standard contingent offer of employment letters for up to nine candidates for a single class title and all its combined requisitions to be filled for that job title. When a candidate is made an offer for employment, there are three possible outcomes: 1) the candidate accepts the offer; 2) the candidate declines the offer; and 3) the candidate requests more time to consider the offer.

Onboarding

Onboarding is the sixth core element of the hiring process. It is a process step in Taleo to track the transition from candidate to City employee. The Onboarding process electronically sends the pre-offer and post-offer letter to selected candidates for employment, a reminder of fingerprinting appointment, as well as other forms and information required to orient and welcome the prospective new employee to the City's workforce. This process focuses on providing the selected candidate with necessary documents to make the process of moving into their new role as a City employee efficiently as possible.

Open Position

Open position is the term used to describe a vacancy which has been posted on the CAREERS site via Taleo. An open position may include one or more vacancies for a single requisition. The position remains in Open status until it is filled, cancelled, or temporarily put on hold.

Performance History

Performance history is a document or set of documents (electronic or paper) that contain information about a current or former City employee's previous job performance with the City, including performance ratings or other written documentation of performance results.

Personnel Action Report (PER-14)

The Personnel Action Report is an electronic form in CHIPPS prepared by the Hiring Department Liaison (HRL) which captures details of position such as title (coming from/going to), grade, salary, etc. This action is part of the On-Boarding process.

Personnel File Part I

The Personnel File Part I is the second part of the Master Hire Folder (formerly Packet A) and contains the completed paperwork for the individual candidate chosen to fill a vacancy. Multiple vacancies require a separate Personnel File Part I for each. A checklist of required documents can be found on the City's intranet.

Personnel File Part II (formally Packet B)

The Personnel File Part II is the completed paperwork required to be submitted by the hiring department to the Recruiter/Recruiting Analyst at least 10 days prior to the effective (start) date of the selected candidate. The submitted paperwork is subject to approval by the Department of Human Resources Commissioner's Office. A checklist of required documents can be found on the City's intranet.

Political Hiring

Hiring based on a prospective employee's political affiliation, political support or activity, political financial contribution, promises of such political support, activity or financial contribution or upon the prospective employee's political sponsorship or recommendation. Except for specific Shakman Exempt positions, all politically motivated hiring is banned by the 1983 Shakman Consent Judgment.

Planning

Planning is the element of the hiring process that includes identification of a vacancy, submission of a Request for Hire, Intake Session and finalization of the job description and criteria.

Posting

A posting is the public advertisement of a vacant position for which the City is accepting applications.

Pre-qualified Applicant (PQA)

A pre-qualified applicant, in non-interview class titles, is the candidate(s) who pass the test. If no test is given, pre-qualified applicant candidates are those who meet the minimum qualifications.

Pre-qualified Applicant List

A pre-qualified applicant list is a list of applicants who would have been hired had there been enough openings. The PQA list is created (and the order of hire established) after selection for Non-Interview positions based on test score and seniority as outlined in CBAs. The hiring department may use the list for subsequent identical (no changes to the description, qualifications, criteria, etc.) positions but it is not required.

Pre-qualified Applicant Process

The Pre-qualified Applicant process allows the hiring department to leverage past recruitment efforts without starting the process from the beginning. This process can only be used in instances in which there are not enough job openings to hire all qualified applicants. Job description, Screening and Hiring criteria for the new vacancy must be identical to those of the original.

Profile

A profile is an electronic document on Taleo that is completed by a prospective applicant or bidder. It contains his or her personal data, previous employment record, and education history.

Promotion

A promotion is a personnel action by the City that moves an existing employee to a higher-grade classification.

Qualified Bidder

A qualified bidder is a current City employee who applies for an open bid position, is currently in a position covered under the same CBA as the open position for which he or she is bidding, and who meets the minimum qualifications for that position.

Qualified Bid List

A qualified bid list is a list of bidders who meet the requirements for an open bid position. A qualified bid list must be exhausted before any internal or external non-bid applicants are considered.

Randomization

Randomization is an automated process in which applicants for an open non-bid position are randomly ordered for consideration.

Recruiting Analyst (or Analyst)

A Recruiting Analyst is the position within the Employment Services Division of the Department of Human Resources with responsibility for the overall facilitation of the hiring process from planning through final selection for all non-interviewed positions. Recruiting Analyst and Analyst are sometimes used interchangeably.

Recruiting Analyst Supervisor

The Recruiting Analyst Supervisor position within the Employment Services Division of the Department of Human Resources with responsibility for the overall workflow of the hiring process and is in charge of the department's Recruiting Analysts.

Recruiting Management System

The RMS is an electronic system that selects or sorts applicant data according to designated criteria and otherwise processes and presents information for the hiring process

Referral List

A Referral List is the list of eligible candidates sent to the hiring department by the Department of Human Resources. Candidates on this list have been reviewed for minimum requirements, and screened according to the criteria selected for the position. A Referral List is used for both bid and non-bid positions.

Reinstatement

Reinstatement is an action that returns an employee from a leave of absence into his or her former position.

Reinstatement List

A Reinstatement List is a listing of employees who have completed and are returning from leaves of absence and are available for reinstatement into their class or positions.

Request for Hire Form (formerly "The A-form")

A Request for Hire Form is an electronic document in CHIPPS, which the hiring manager is required to complete and submit to initiate the hiring. It is used to obtain budget approval, set an effective date, and to trigger a requisition in Taleo.

Routing Sheet

The Routing Sheet is a tracking form submitted by the Recruiting Analyst to the IGO and the DHR Commissioner's Office for review and approval of the Master Hire Folder, Personnel File Part I and Personnel File Part II.

Scoring

Scoring is the Department of Human Resources process of evaluating candidates for minimum qualifications using the qualifying prescreening criteria. Scoring is the sole evaluation used for Senior Managers and bidders.

Screening

Screening is another element of the hiring process (not utilized for Bidders). During Screening, candidates are evaluated against the screening criteria for an open position. The most qualified candidates are moved to the Referral List.

Screening Questions

Screening questions are a tool developed by the Department of Human Resources to screen applicants in CAREERS. Screening questions are based on the criteria developed by the hiring department and the Recruiting Analyst during the Intake Session and are used to identify the most qualified candidates for a specific position.

Selection

All of the assessment data (including testing results based on the position) is evaluated along with performance history, past attendance and discipline records as applicable. A decision is reached on which candidate(s) or bidder(s) will be selected. For positions governed by a CBA, there may be specific rules that are used to make the selection decision.

Seniority

Seniority is a measure to rank employees by their length of service. Seniority is defined in every CBA and by Personnel Rules in the case of Career Service employees.

Shakman Court Accord (Accord)

The Shakman Court Accord is the Federal court order that supersedes and replaces the 1983 consent judgment barring political considerations in the City's hiring process.

Skills Test

A skills test is the use of a performance instrument to evaluate a candidate's ability to perform a skill required in a particular position.

Sourcing

Strategies are formulated and executed to attract the largest number of qualified applicants or bidders to current vacancies or to future open positions within the City. Sourcing is discussed in the Intake Session.

Standardized Test

A standardized test is one that is administered and scored in a uniform manner based on specific, established criteria it is designed to measure.

Start Date (or Effective Date)

The start date is the first day an individual will begin employment or, if the individual is a City employee, the first day he or she moves into the new position. Start date and effective date are sometimes used interchangeably.

Subject Matter Expert (SME)

A subject matter expert is the department representative, typically the hiring manager, who has substantial understanding of the knowledge, skills, and ability necessary to perform a particular job.

Successfully Tested Bidder (or Candidate)

A successfully tested bidder (or candidate) is an applicant who has passed the test in the assessment element for the open bid position.

Successfully Tested Bidder (or Candidate) List

A successfully tested bidder (or candidate) list is a list of bidders (applicants) who have successfully passed the test in the assessment element of the hiring process.

Taleo

Taleo is the brand name of the electronic recruiting managing and applicant tracking system and online job application process that manages all elements of the hiring process. It facilitates paperless flow of information and actions between the parties involved in the hiring process, and reporting of key process data and metrics. It is also designed to provide an audit trail for all hiring actions.

Termination for Cause (TFC)

Termination for Cause is the severance of a worker from his or her City position because of misconduct or reasons other than layoff or voluntary resignation from employment.

Testing Administrator

Testing Administrator is the position within the Employment Services division of DHR with the responsibility for developing and administering employment tests for City hiring.

Testing Manager

Testing Manager is the position the Employment Services division of the DHR with the responsibility for directing and managing employment testing for all City hiring.

Testing Specialist

Testing Specialist is the position the Employment Services division of the DHR with the responsibility for overseeing the development and validity of all tests for City hiring.

Union

A union is the legally certified collective bargaining representative of a bargaining unit or units of City employees.

Union Contract (Contract) (or Collective Bargaining Agreement (CBA))

A union contract or CBA is an agreement between the City and a union representing a group of City employees which defines the terms and conditions of employment for those employees.

Vacancy

A vacancy is a position that a department wants to fill and for which there is budgetary approval.

Willing and Able

Willing and Able is a position designation which requires both the agreement by a candidate to perform the duties and responsibilities of the position and the demonstrated ability to

successfully do so. The demonstration of ability may be in the form of a questionnaire and/or the successful performance the tasks required.

Writing Sample

A writing sample is a candidate evaluation tool in which a qualified applicant submits, at the time of interview, a document written by him/her. A hiring department may require the candidate to bring to the interview specific types of documents as a demonstration of writing ability.

Written Exercise

A written exercise is a candidate evaluation tool in which a qualified applicant, at the time of interview, is presented with a problem or task and instructed to write a solution to the problem or complete a task in written form.

II. GENERAL INVITATION

2.1 Purpose of the Request for Proposal

The City of Chicago ("City"), acting through its Department of Human Resources ("Department" or "DHR"), invites the submission of proposals from firms with expertise and experience to assist the City in the recruitment and hiring of all laborer and skilled trade positions in city departments including, but not limited to, sourcing and posting of positions; scoring candidates; screening applicant work history and qualifications; and test development and administration ("Services") in accordance with the City of Chicago hiring plan, Collective Bargaining Agreements, and all hiring rules and regulations of the City of Chicago.

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. **"Commissioner"** means the chief executive officer of the City of Chicago, Department of Human Resources. **"Respondents"** means the companies or individuals that submit proposals in response to this RFP. The documents submitted will be referred to as **"Proposals."**

The selected Respondent shall perform all Services and functions all in accordance with Section 5.1, Scope of Services in this RFP.

The work contemplated is professional in nature. It is understood that the Respondent acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. It is also understood that all reports, information, or data prepared or assembled by the Respondent 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 for the City. Any contract resulting from this document will require the Respondent to execute a statement of confidentiality.

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

2.2 Internet Access to this RFP

All materials related to the RFP will be available on the internet at <http://egov.cityofchicago.org/webportal/COCWebPortal/COCEDITORIAL/Spec87646.pdf>

In the event you do not have download capability, all materials may be obtained from the City of Chicago Department of Procurement Services' Bid & Bond Room, located in Room 301, City Hall, 121 N. LaSalle in Chicago, IL 60602.

A Respondent who chooses to download a RFP solicitation instead of picking it up in person will be responsible for checking the aforementioned web site for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the web site shall not relieve 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 your

Proposal. Note, there may be multiple clarifications and/or addenda. Any harm to the Respondent resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Respondents are responsible for obtaining all RFP materials. If Respondent chooses to download and print the RFP document, the Respondent must contact the City of Chicago, Department of Procurement Services, Bid & Bond Room by either: faxing a legible copy of Respondent's business card, referencing Specification No. 87646 to (312) 744-5611 or by calling the Bid & Bond Room at (312) 744-9773, to register Respondent's company as a RFP document holder, which will entitle Respondent to receive any future clarifications and/or addendum related to this RFP.

2.3 Contract Term

Any contract awarded pursuant to this RFP solicitation shall be for a base contract period of three (3) years plus extension options of up to three additional years mutually agreed to by both parties.

III. BACKGROUND

The Department of Human Resources' ("DHR") mission is to facilitate the effective delivery of City services by maintaining professional human resources practices and programs. DHR is committed to a hiring system that is transparent, efficient, open and accessible to all qualified applicants. DHR delivers this mission through specific programs and initiatives that include: employment and recruiting initiatives, job classification and compensation functions, labor relation activities, maintenance of employment records and management of information.

The City of Chicago is seeking a vendor to provide recruitment, testing and hiring assistance for certain laborer and skilled trade positions. The City of Chicago is an organization of 36,000 employees with 42 operating departments; however, this RFP covers six (6) infrastructure departments; Department of Water Management, Department of Streets and Sanitation, Department of Transportation, Department of Aviation, Department of Fleet Management and the Department of General Services. Approximately 88% of the City's workforce belongs to one of 42 unions.

Historically DHR averages approximately 250 laborer and skilled trade external hires per year, the majority of which are for the Department of Aviation, the Department of Water Management and the Department of Streets and Sanitation. The vendor will have access to all of the performance management measures related to Hiring, Testing, Outreach and Recruitment and Job Descriptions, if available.

The City of Chicago currently utilizes the Taleo software application for its Hiring and Onboarding Screening processes.

IV. PROJECT GOALS

The City expects the Respondent to assist the City in meeting the following outcomes:

- Improve the City's time to hire
- Increase the quality of the candidate pool
- Select the best qualified candidates
- Provide verifiable metrics
- Reduce cost

4.1 Recruitment

DHR's recruitment efforts are currently aimed to hire qualified and diverse employees. DHR ensures that all applicants have equal employment opportunities. The Respondent may be expected to bring best practice recommendations to support DHR's current recruitment objectives, which include:

- Acquiring candidates with the best talent and skills
- Attracting and encouraging more candidates to apply for opportunities with the City of Chicago
- Enhancing workplace diversity
- Maintaining an effective recruitment function that's flexible, responsive and results driven

4.2 Testing

It is DHR's goal to provide valid, reliable, fair and standardized tests and administration services to enable the City to maintain a qualified and diverse workforce. The City desires to adhere to testing industry standards, and current testing protocols are set in a manner consistent with the Uniform Guidelines on Employee Selection Procedures and the Principles for the Validation and Use of Personnel Selection Procedures set forth by the Society of Industrial Organizational Psychologists (SIOP). The Uniform Guidelines incorporate a single set of principles which are designed to assist organizations to comply with requirements of Federal law prohibiting employment practices which discriminate on the grounds of race, color, religion, sex, and national origin.

DHR also requests support in its systematic process for approving tests and testing protocols each time a position requiring a test is requisitioned. The Respondent may be asked to provide process improvements to established DHR testing development and administration goals, which include:

- Providing tests that are valid, reliable, and fair
- Ensuring integrity of the testing process through standardized administration and secure handling of testing materials
- Compliance with relevant laws and best practices
- Adherence to the City's Hiring Plan and mandates
- Expediting hiring through efficient scheduling of exams and processing of exam results

4.3 Selection and Hiring Process

The processing time, from start to finish, for City hires averages approximately 90 days. Reducing the processing time for these positions is one of the goals of this request. The City seeks to remove barriers for individuals to apply, have a user-friendly application process, and respond to applicants in an expeditious manner. Use of the internet has meant that job seekers

have many choices when seeking employment, and companies who create the best applicant experience will ultimately have a competitive advantage in attracting and retaining the best talent.

V. SCOPE OF SERVICES

5.1 Description of Services

The City of Chicago is seeking a company to perform the hiring duties of certain laborer and skilled trade positions across six city departments. The Respondent will, in accordance with Collective Bargaining Agreements and the City's Hiring Plan, gain approval from the Office of Budget and Management and Hiring Department to begin a hire sequence; post the position; review the seniority and recall list; develop, schedule, administer and score test; and select and recommend candidates to the Commissioner of DHR and to the Commissioner of the Hiring Department. The Respondent will be responsible for recommending hires for the following infrastructure departments, which include:

- Department of Water Management
- Department of Streets and Sanitation
- Department of Transportation
- Department of Aviation
- Department of Fleet Management
- Department of General Services

The Respondent may be required to select and recommend for hire any of the non-interview titles detailed in Exhibit 1 to this RFP.

5.2 City Hiring Plan

In order to resolve pending litigation regarding the City's hiring practices, the City entered into an *Agreed Settlement Order and Accord* (the "*Accord*") on May 31, 2007. The *Accord* provided for ongoing monitoring of the City's hiring processes by a federally appointed monitor. As part of the *Accord*, a hiring plan was developed by the City, the Federal Monitor and outside consultants. This Hiring Plan sets forth the general principles which govern hiring in the City of Chicago. The principles apply equally to candidates who are external or internal job applicants and candidates for promotion. Participation and approval of the Federal Monitor in the City hiring will be required so long as her court appointment continues.

The City's Hiring Plan is described in detail in Exhibit 2 to this RFP. The Respondent's processes and procedures provided in its proposal **must** be in compliance with the Hiring Plan. The successful vendor will be subject to any amendments to or substitutions of the current Hiring Plan. The Office of the Inspector General (IGO) has responsibility for monitoring the City's hiring and employment compliance with the law and protocols imposed under the Accord.

5.3 CAREERS (Taleo software)

In 2007, the City implemented the CAREERS system for City-wide recruiting activities. This system was built using Taleo software. As part of the CAREERS implementation activities, detailed minimum requirements associated with each position are integrated into the system.

Each applicant responds to specific questions that capture the requirements associated with an individual position.

The City currently uses CAREERS, for candidate application and recruiting activities. Applicants are required to enter background information into CAREERS which is used as the basis for assessing a candidate's qualifications for a particular position. The City of Chicago licenses and maintains Taleo Client Connect ("TCC") for use in the transfer of data between the CAREERS system, Taleo hiring application, and the City of Chicago's employee database. Interfaces that are based on the TCC architecture deploy a configured solution from within the Taleo software. TCC runs in a scheduled batch mode. The City has internal personnel with expertise in the use of Java and Web services and the TCC technology and architecture.

Additionally, the City has implemented the Oracle Human Resource and Positions Control, HR Self Service and Payroll (V11.5.10) applications for City employees. The City has implemented certain interfaces between the Oracle HR systems and Taleo; these interfaces have been developed and are supported with City resources.

The Respondent will be required to use Taleo to process candidate applications. The Respondent will be responsible for securing a software license from Taleo to access candidate applications and background information.

5.4 Recruitment, Sourcing and Outreach

The Respondent's recruitment, sourcing and outreach services should seek qualified candidates for City employment who will exhibit a dedication to public service and a desire to provide vital services and programs to residents. Sourcing and outreach efforts would include a strategic plan to utilize a variety of electronic and networking tools including, but not limited to, community and civic organizations, educational institutions, skilled trade associations and organizations, veterans groups, job search and posting sites, job fairs, job related media outlets, and social networking sites. All outreach plans and content must be submitted for review and approved by DHR prior to implementation.

The Respondent must include in its proposal its strategy and record of success in recruiting and retaining qualified applicants.

5.5 Test Development and Administration

Test Development

The content and structure of all City exams must be submitted for review with the City (including DHR and IGO), as well as the Monitor. Under no circumstance can a department administer a test that has not been approved by the City. The tests must comply with Collective Bargaining Agreements and the Hiring Plan. For example, exam cut scores must be posted on job announcements as required by the City's Hiring Plan. The Respondent must comply with the CBAs and the City's Hiring Plan provisions concerning examinations.

The Respondent must ensure tests are valid and reliable, and provide technical reports for every developed test. The Respondent must also establish procedures to ensure the confidentiality of test questions, answers, and candidates' scores.

The City has in the past needed to administer "make – up" exams. DHR develops exam variations in case a make-up is required, such as for military personnel, to ensure that participants in the make-up exam do not have advanced knowledge of test questions. The Respondent will be required to provide alternative versions of exams for potential make-up exams, as needed and requested by the City.

The Respondent will be expected to develop tests as determined by DHR. Presently, DHR employs test for all, but not limited to, the following job titles:

- Bricklayer
- Carpenter
- Cement Finisher
- Clam Operator
- Deck Hand
- District Clerk
- Electrical Mechanic
- Electrical Mechanic-B
- Equipment Dispatcher
- Hoisting Engineer
- Hoisting Engineer-Mechanic
- Machinist
- Motor Truck Driver
- Pipe Locating Machine Operator
- Pool Motor Truck Drivers
- Property Custodian
- Service Writer
- Service Writer - Police Motor Maintenance
- Sewer Bricklayer
- Sign Hanger
- Stationary Fireman
- Steamfitter
- Water Meter Machinist

Note: Titles not on this list may require a test in the future.

DHR's testing for trade titles have been developed subject to practical restrictions, such as using small sample sizes (sometimes as small as 5 applicants) and with a limited number of subject matter experts (SMEs) within the departments, sometimes as little as 1-2 experts for any given trade. There has also been a limited availability to pilot exams.

The Respondent must coordinate all job analysis and subject expert meetings and work around SME availability and schedules. The Respondent must be able to provide legal counsel and support in case of litigation related to testing. The Respondent must also be able to give depositions and or testify in exam related litigation even in cases relating to previously administered exams. The Respondent must assist the City in response to, and defense of grievances brought by a union, and/or any other litigation related to testing. The Respondent

must manage all examination records and assist the City in responding to all examination related inquiries which can come from a variety of sources including the City's Law Department, candidates, vendors, Federal Monitor's Office, Unions, IGO, Subpoenas, Arbitrations, Departments, and requests under the Freedom of Information Act (FOIA). The nature of these requests may vary and could include:

- Old Exam Scores
- Forms used in an old exam
- Description of previous exam processes
- Records on educational and veterans' points

Test Administration

The Respondent will send out test notifications to candidates to inform them of examination test date(s) and time(s). The Respondent will track candidate replies (e.g. confirmations, waivers). The Respondent must secure/rent exam sites as the City does not have a Testing Center. The administration test site should be easily accessible by public transportation and be within City limits. Site rental costs must be built into the consultant's cost proposal in case City's facility is not available.

The Respondent must provide writing instruments, and technical equipment including audio and visual, furniture, supplies, and any necessary materials. The Respondent will ensure security of test materials, in storage and transport. The Respondent must be ready to administer small exams within 2 week notice. Frequency of testing will depend on budget and the number of applicants in a given bid/announcement. The Respondent must be able to offer make-up exams on a regular basis as needed, including exams offered to accommodate military personnel. The Respondent must coordinate exam dates with departments and schedule exams. The Respondent must inform candidates how they will obtain their exam results.

The Respondent is expected to score all tests and compile results within 5 business days of the test date. After all tests are scored and results compiled, the Respondent will notify candidates of test results via postal mail. The Respondent will be required to compile, manage, and deliver eligibility list(s). Consistent with testing best practices, the Respondent must maintain exam records for at least 20 years.

5.6 Candidate Selection and Recommendation to Hire

This RFP only includes hiring positions for which interviews are not required. Instead, an applicant may be required to pass a skill and/or physical abilities test in order to be eligible for hire, or the position may be filled by random selection.

Non- Interview skilled trade jobs are processed either through a "Willing & Able" process or a Test process. If the position is Willing & Able and the candidate affirmatively completes the Willing & Able questionnaire, the candidate will be hired in a random lottery order. If the position has minimum qualifications and requires a test, candidate must meet the minimum qualifications to be invited to the test. Candidates who pass the test will be hired in a specified order as listed in the specific CBA for that position.

The following is the standard operating procedure for a Non-Interview position with a Test that DHR would expect Respondent to complete.

- Department submits Request for Hire Form
- Contact Hiring Department to determine necessity of Intake Session
- Intake Session conducted with appropriate staff from Hiring Department
- Job Posting - proceeds with job posting process; post the jobs per rules and collective bargaining agreements on all of the department locations and the City's web site.
- Review and Score Applicants
- Verify bidder qualifications (Scoring)
- Bid Referral List - If posted as Bid-Only or Bid/Job Announcement
- Scoring/Screening Non-Bid Candidates
- Non-Bid Referral List
- Electronic randomization of candidates
- Coordination with Testing Team
- Review and complete Master Hire Packet
- Electronic Storing of Documents

The Respondent will be responsible for completing all procedures through making a hire recommendation. The Respondent will be responsible for the tasks of sourcing candidates, posting of positions, reviewing seniority and recall lists, screening applicant work history and qualifications, administering and scoring tests, preparing referral lists of qualified candidates, and recommending candidates to the Hiring Department and DHR. The City will provide the background check screening, offer management and onboarding process for selected candidates. The Respondent's proposal should include detailed information on how the tasks will be accomplished by the Respondent. The Respondent must describe in its proposal its processes and procedures, including resources utilized, to perform the necessary tasks to complete the hiring sequence. The City's Hiring Standard Operating Procedures are described in detail in Exhibit 3 to this RFP.

The City has a Veterans Preference policy which can be found in the City of Chicago Personnel Rules. The policy reads, "The preference granted under this section shall be in the form of five (5) percent of the final score of those applicants with a passing score for ranked examinations. For all other selection methods, applicants who pass will be given preference in processing. A minimum of twenty (20) percent of those referred will be veterans provided there are a sufficient number of qualified veterans who applied." A collective bargaining agreement may supersede granting veteran's preference. DHR has developed procedures to administer this policy to non-interview positions. The Respondent is subject to the current version of this preference and any future amendments of or substitutions to the Personnel Rule.

5.7 Retention of Hiring Data

The City has a retention requirement for all completed Hiring Data. It is the policy of the City of Chicago to retain all electronic information considered to be public records for the length of time mutually agreed to by the Local Records Commission the Illinois Local Records Act (50 ILCS 205). The City owns all City related hiring process data residing on Respondent's computers and files. 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. All reports, information, or data prepared or assembled by the Respondent 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.

Respondent must provide the time period and method stored for all Hiring Data. Respondent must notify the City in writing no less than 90 days before the end of Respondent's retention period. The City will have 90 days after written notification is received from Respondent to request a copy of all Hiring Data that are scheduled for removal by Respondent. The City has the option of requesting copies in electronic or hard-copy media.

5.8 Information Access and Security

Respondent must describe the technology consistent with industry best practices for firewalls and other security technology to help prevent Respondent computers from being accessed by unauthorized persons. Respondent must describe equipment and system monitoring procedures. Respondent must include resolution procedures for detecting and resolving any system and suspected security breaches, violations and suspicious activities. At the City's request, Respondent must disable Respondent's site until the security breach is resolved. Respondent will not run any programs or procedures on City systems or networks without the City's specific knowledge and written approval, including the City hosted Taleo system. The City's Information security policy is described in detail in Exhibit 4 to this RFP.

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

All data related to applicants belongs to the City of Chicago, and must be maintained in a secure environment. In addition, data on applicants cannot be shared or sold to any other organization such as marketing firms, nor may the data be used by the vendor to assist their other clients with their hiring needs.

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

- Protection of personal information of individuals being checked
- Protection of all accounts and passwords required for the City to process requests on Respondent's computers.
- Internal system security procedures in order to protect one client's data from another;
- Respondent must encrypt hiring data in transit as well as in at rest status.
- Use of masking and encryption on all screens, queries and reports provided by Respondent;
- Physical security associated with Respondent's agents performing all Background Screening work on behalf of the City (for example placement of terminal devices, location of hard-copy reports, and access to Respondent's facilities).
- Precautions taken to secure hard copy reports and electronic files of Screening Reports within Respondent's facilities.
- Measures taken when permanently destroying all hard copy Screening Reports.

- Documented measures and procedures taken when destroying all electronic files.
- Internal policies and procedures for Respondent's employees pertaining to security and access of client's records.
- Procedures for determining and resulting documentation for the required Taleo security pertaining to Background Screening.

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

5.9 Cost Proposal

The Respondent **must** complete the Compensation Schedule in Exhibit 5 to this RFP and include it as a part of their Proposal submission. The schedule must be included electronically and hard-copy as part of the Proposal.

VI. GENERAL INFORMATION AND GUIDELINES

6.1 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 in writing, sent by mail, email or fax at 312-744-7679, and directed to the attention of Altha Riley, altha.riley@cityofchicago.org Department of Procurement Services, Room 403, City Hall and must be received no later than 4:00 p.m. Central Standard Time, on 11/24/2010. Respondents are encouraged, but not required, to submit questions one (1) week prior to the scheduled Pre-Proposal Conference. The face of each envelope or the cover sheet of the fax must clearly indicate that the contents are "Questions and Request for Clarification" about the RFP, and are "Not a Proposal" and must refer to "Request for Proposal ("RFP") for Outsourced Recruitment and Hiring Assistance for Various Trades, Specification No. 87646." No telephone calls will be accepted unless the questions are general in nature. A Respondent that deviates from any of these restrictions may be subject to immediate disqualification from this RFP process.

B. Pre-Proposal Conference

The City will hold a Pre-Proposal Conference in City Hall, Room 1100, 121 N. LaSalle St., Chicago, Illinois at 10 A.M. CST on 11/17 2010. All interested parties are invited to attend. 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 6.1 A.

6.2 Deadline and Procedures for Submitting Proposals

1. To be assured of consideration, Proposals must be received by the City of Chicago in the City's Bid and Bond Room (Room 301, City Hall) no later than 4:00 P.M. CST on 12/20/2010. The Bid and Bond Room can be reached at telephone number 312-744-9773.
2. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section 6.2.1 above. Only the Chief Procurement Officer ("CPO") is empowered to determine whether to accept or return late Proposals.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the 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.

3. Proposals must be delivered to the following address:

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

4. Respondent must submit 1 hardcopy original and 10 duplicate hardcopies of the Proposal. The original documents must be clearly marked as "ORIGINAL", and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.
5. The outside of each sealed envelope or package must be labeled as follows:

Proposal Enclosed
Request for Proposals (RFP) for Recruitment, Testing and Hiring Process
Provider for Various Trades
Specification No. 87646
Due: **4:00 p.m. CST, 12/20/2010**
Submitted by: (Name of Respondent)
Package ____ of ____

6.3 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:

- Search MBE/WBE Directory Database
- Pre-Bid/Proposal Conference Attendees
- Addendums and Exhibits, if any.

6.4 Procurement Timetable

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

Key Activity	Target Date
City Issues RFP	11/5/2010
Pre-Proposal Conference	11/17/2010
Post-Conference Questions Due	11/24/2010
Proposals Due	12/20/2010

6.5 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 Freedom of Information Act.

VII. PREPARING PROPOSALS: REQUIRED INFORMATION

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

7.1 **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. Submit 1 hardcopy original and 10 duplicate hardcopies of the Proposal.

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. Proposals must be clear, concise and well organized.

7.2. **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. By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by the City, your Proposal and related submittals may become part of the contract.

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

1. Cover Letter

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

- (i) Indicate the number of years the entity has been in business, and provide an overview of the experience and background of the entity and its key personnel committed to this project.
- (ii) Identify the legal name of the entity, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), and the names of its principals or partners and authority to do business in Illinois.
- (iii) Indicate the name and telephone number(s) of the principal contact for oral presentation or negotiations.
- (iv) Summary of 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 as stipulated in Exhibit 8 of this RFP.

(v) Include a statement of any objections or comments, to the City of Chicago's Standard Contract Terms and Conditions containing some of the terms that the City requires as stipulated in Exhibit 11 of this RFP.

(vii) Acknowledge receipt of Addendum issued by the City, if any.

2. Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's strategy and methodology for successfully implementing and managing outsourced recruitment and hiring assistance for the City of Chicago; capacity to perform, approach to project management; strategies, tools and safeguards for ensuring security of data and confidentiality of records, satisfying the scope of services in the RFP and any additional factors for the City's consideration.

The executive summary should address the following questions:

1. How does your company outsourcing opportunity match the City's business needs?
2. Do you believe that this outsourcing will improve talent management and performance?
3. How can an organization that turns to outsourcing develop excellent human resources generalists, specialists and experts in managing vendor relationships?
4. How can your organization assist the city to understand and control costs?
5. Are the financial projections accurate?
6. Are adequate protections in place for when business conditions change?
7. What are the cultural ramifications?

3. Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to this Project

If Respondent proposes that major portions of the work will be performed by different team members, Respondent must provide the required information as described below for each such team member.

A. Company Profile Information (See Form in Exhibit 6)

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, attach a copy of the joint venture agreement signed by an authorized officer of each joint venture partner. Each partner must execute:

- (i) Schedule B as shown in Exhibit 8 if joint venture 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 as shown in Exhibit 9.
- (iii) Insurance certificate in the name of the joint venture business entity.

B. Company References/Client Profile (See Form in Exhibit 7)

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 fax number.
- Description of services provided similar to the services outlined in Section IV, Scope of Services of this RFP.
- Nature and extent of Respondent’s involvement as the prime contractor. Identify services, if any, subcontracted, and to what other company.
- Total dollar value of the contract.
- Contract term (Start and Expiration).

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 Program

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 program. Respondent must provide a summary of current and future projects and commitments and included projected completion dates. Identify what percentage of the Services will be performed utilizing your own workforce, equipment and facilities. What percentage of the work will be subcontracted?

D. 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 (DBA & CP) website for additional information: 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/>).

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

4. Professional Qualifications and Specialized Experience and Local Availability of Key Personnel.

Respondent must provide a summary of individuals who will be dedicated to the services described in this RFP. For each person identified, describe the following information:

- Title and reporting responsibility.
- Proposed role in this program, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
- Pertinent areas of expertise and past experience
- Base location (local facility, as applicable)
- Resumes or corporate personnel profiles which describe their overall experience and expertise.

In addition to resumes, Respondent must provide a detailed description of the roles and responsibilities. Add any additional other types of staff/personnel whom the Respondent is proposing.

5. Implementation and Management Plan for Outsourced Services

Respondent must provide a comprehensive and detailed implementation and management plan which addresses requirements as outlined in Section IV, Scope of Services. The plan must demonstrate Respondent's capacity to successfully implement and manage outsourced recruitment and hiring services; approach to project management; strategies, tools and safeguards for ensuring security of data, confidentiality of records and ability to comply with the scope of service and requirements as described in this RFP. The management plan must address, but not be limited to, the following areas:

A. Service Delivery

All responses should, at a minimum, address your plan for delivery of the services as outlined in Section IV, Scope of Services. The plan should detail how the services will be administered and your policies and procedures addressing the specific components. Describe the approach and strategy for implementing best practice recruitment, hiring, training and methodology for assessment and recommendations for process improvement, culture change and integrating software tools to City systems.

The Respondent must describe how information that is to be reported to the City will be periodically examined and analyzed in order to discern any patterns or other indicators which may prompt an idea that could improve City business operations or otherwise provide savings (rather than just gather data to be reported routinely and not intentionally look for areas which could be improved).

Performance Measures

Respondent must describe the availability of the types of tools which have been used, if any, by the Respondent to measure or otherwise track the performance of its recruitment and hiring processes. What performance measuring tools does the Respondent propose to the City.

B. Organization Chart

Submit an organization chart which clearly illustrates all firms (joint venture partners, if any, subcontractors); their relationship in terms of proposed Services; and key personnel involved and the following information:

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

C. Dedicated Resources

- 1) Describe facilities, equipment, personnel, software/hardware technologies and other resources available for implementing any proposed Services.

2) Staffing Plan

Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents and supervisors committed to the City of Chicago. Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity

3) Management and Executive-Level Personnel Availability

Submit supervisor and executive management staffing plan identifying individuals by job titles, roles and reporting responsibilities. The City's management staff must have, at minimum, immediate on-call direct access to the Respondent's management personnel in the event escalation of an issue should be required, via cell phone and email. Respondent must describe the type of response and access the City's management staff will have to the Respondent's management and executive-level personnel. Submit resumes for each proposed individual.

6. Pricing Proposal

The Respondent is responsible for disclosing any charges or fees that the City would incur with the Respondent, before, during, and after the implementation. The City reserves the right to consider an alternate price proposal and negotiate alternate pricing structures if such a proposal is considered by the City to be in the best interest of the City and is within the scope of this RFP. The City reserves the right to negotiate fee structure or any other financial considerations including terms, and conditions with Respondent.

7. Minority and Women Business Enterprises Commitment

Respondent must complete and submit the forms that are attached to this RFP in Exhibit 8 to evidence Respondent's proposed MBE/WBE participation in some aspect of the contract. For purposes of your response to this RFP, the minimum Minority Business Enterprise (MBE) participation goal is 25% and the minimum 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 Office of Compliance. 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 8. To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, you can search the City's MBE/WBE Directory Database on the City's website: www.cityofchicago.org/Procurement.

8. Financial Statements

Respondent must 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 our 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 un-audited 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.

9. Economic Disclosure Statement and Affidavit ("EDS") and Appendix A

Respondent shall complete an Economic Disclosure Statement and Affidavit and Appendix A. **See hardcopy EDS forms and Online City of Chicago EDS Instructions and Attachment A Online EDS Acknowledgement in Exhibit 9.** If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the 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.

10. 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:

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

The City reserves the right to request similar legal action information from Respondent's team members during the evaluation process.

11. Insurance

Prior to contract award, the Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 10.

VIII. EVALUATING PROPOSALS

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

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

- Phase I - Preliminary Proposal Assessment
- Phase II - Proposal Evaluation
- Phase III - Site Visits 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 7.2., Required Content of the Proposal. 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. Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

Phase II - Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent's Proposal meets the service requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent's qualifications, experience, proposed implementation and management plan, pricing proposal and other factors based on the evaluation criteria outlined in Section VII, Evaluating Proposals.

As part of the evaluation process, the EC will review the information required by Section VI, for each Proposal received. The EC may also review other 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 Respondent's Proposal to determine overall responsiveness and completeness of the Proposal with respect to the components outlined in the RFP using the following criteria (not necessarily listed in order of importance):

- A. Professional and Technical Competence:
 1. Ability to provide the Services described in the RFP, including capacity to perform the Scope of Services described in Section 5.1 of this RFP.
 2. Professional Qualifications and Specialized Experience of Respondent and its Team 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 Team Personnel and other Key Personnel and Local Availability of Key Personnel committed to the City of Chicago.
 4. Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services, operating within budget and compliance with performance schedules. The Committee may solicit from

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

- B. Quality, Comprehensiveness and Adequacy of the proposed Implementation and Management Plan including ability to meet service requirements.

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 their overall strategy, methodology and approach to meeting the City's needs.

- C. Pricing Proposal. The City will consider completeness and adequacy of proposed costs for services.
- D. The level, relevancy and quality of participation by MBE/WBE firms certified by the City of Chicago. It should be noted that non-responsiveness to this requirement may be cause for the prospective Respondent to be disqualified.
- E. Legal Actions - The EC will consider any 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 9.
- H. Degree to which Respondent accepts City's Terms and Conditions in Exhibit 11 enabling the City to successfully negotiate a contract.
- I. 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.

IX. SELECTION PROCESS

After the Evaluation Committee ("EC") completes its review of Proposals in Phase II, it may submit to the Commissioner of the Department of Human Resources and Chief

Procurement Officer a recommended short list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select one Respondent, or a recommendation to reject any or all Proposals.

Phase III- Site Visit, System Demonstration and/or Oral Presentations

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Chief Procurement Officer, those short-listed Respondents may be subject to a site visit, system 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, of the Respondents.

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

The City will require the Respondent to participate in contract negotiations. The City's requirement that the 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 Respondent, including failure to agree on a fair and reasonable pricing proposal for the Services or any other terms or conditions, the Commissioner of the Department of Human Resources may ask the Chief Procurement Officer to terminate negotiations with the 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 Chief Procurement Officer 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 of Chicago to enter into any contract of any kind with any party.

X. ADDITIONAL DETAILS OF THE RFP PROCESS

10.1 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.

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 6.1 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.

10.2 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 VI. 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.

10.3 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/or participating in any conferences, site visits, product/system demonstrations, oral presentations or negotiations.

10.4 Prohibition on Certain Contributions – Mayoral Executive Order No. 05-1

Pursuant to Mayoral Executive Order no. 05-1, from the date of public advertisement of this request for qualifications/proposals/information through the date of award of a contract pursuant to this request for qualifications/proposals/information, 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. 05-1 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 are then delivered by one person to the Mayor or to his political fundraising committee.

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

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

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 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 2005-01.

10.5 **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

NON-INTERVIEW TITLES

BARG UNIT	DEPT	Job Title Code	Job Title
47-ARCH ORNAMENTAL IRONWRK LOC 63	038-GENERAL SERVICES	4805	ARCHITECTURAL IRON WORKER
47-ARCH ORNAMENTAL IRONWRK LOC 63	084-TRANSPORTN	4805	ARCHITECTURAL IRON WORKER
54-LABORERS INTNL UNION OF N.A. LOC 1001	081-STREETS & SAN	9464	ASPHALT HELPER
54-LABORERS INTNL UNION OF N.A. LOC 1001	084-TRANSPORTN	9464	ASPHALT HELPER
54-LABORERS INTNL UNION OF N.A. LOC 1001	084-TRANSPORTN	9461	ASPHALT RAKER
54-LABORERS INTNL UNION OF N.A. LOC 1001	084-TRANSPORTN	9462	ASPHALT SMOOTHER
54-LABORERS INTNL UNION OF N.A. LOC 1001	084-TRANSPORTN	9463	ASPHALT TAMPER
39-INTNL BRTHR PAINTERS ALLIED TRD.COUN 14	040-FLEET MANAGEMNT	4605	AUTOMOTIVE PAINTER
24-INTNL BRTH BOILERMKRS,BLACKSMTH LOC 1	040-FLEET MANAGEMNT	6605	BLACKSMITH
24-INTNL BRTH BOILERMKRS,BLACKSMTH LOC 1	081-STREETS & SAN	6605	BLACKSMITH
24-INTNL BRTH BOILERMKRS,BLACKSMTH LOC 1	084-TRANSPORTN	6605	BLACKSMITH
24-INTNL BRTH BOILERMKRS,BLACKSMTH LOC 1	081-STREETS & SAN	6613	BOILER MAKER WELDER
24-INTNL BRTH BOILERMKRS,BLACKSMTH LOC 1	084-TRANSPORTN	6613	BOILER MAKER WELDER
23- NAT CONF FIREMN OILERS LOC 7	088-WATER MGMNT	7705	BOILER WASHER
49-U.O.A.BRICKLAYERS STONE MASONS LOC 21	038-GENERAL SERVICES	4401	BRICKLAYER
49-U.O.A.BRICKLAYERS STONE MASONS LOC 21	081-STREETS & SAN	4401	BRICKLAYER
49-U.O.A.BRICKLAYERS STONE MASONS LOC 21	084-TRANSPORTN	4401	BRICKLAYER
49-U.O.A.BRICKLAYERS STONE MASONS LOC 21	088-WATER MGMNT	4401	BRICKLAYER
46-BRIDGE,STRUCT REINF IRONWRK LOC 1	084-TRANSPORTN	4834	BRIDGE AND STRUCTURAL IRON WORKER
31-BRIDGE OPERATOR-INT UNION OP ENG LCL 150	084-TRANSPORTN	7230	BRIDGE OPERATOR
50-C.D.C.U.B.CARPENTRS JOINERS OF AMERICA	038-GENERAL SERVICES	4301	CARPENTER
50-C.D.C.U.B.CARPENTRS JOINERS OF AMERICA	040-FLEET MANAGEMNT	4301	CARPENTER
50-C.D.C.U.B.CARPENTRS JOINERS OF AMERICA	081-STREETS & SAN	4301	CARPENTER
50-C.D.C.U.B.CARPENTRS JOINERS OF AMERICA	084-TRANSPORTN	4301	CARPENTER
50-C.D.C.U.B.CARPENTRS JOINERS OF AMERICA	085-AVIATION	4301	CARPENTER
50-C.D.C.U.B.CARPENTRS JOINERS OF AMERICA	088-WATER MGMNT	4301	CARPENTER
16-CHGO JRNYMAN PLUMBERS L-130	088-WATER MGMNT	8301	CAULKER
33-CEMENT MASONS,R.A.C.F.F. LOC 502	038-GENERAL SERVICES	4435	CEMENT FINISHER
33-CEMENT MASONS,R.A.C.F.F. LOC 502	081-STREETS & SAN	4435	CEMENT FINISHER
33-CEMENT MASONS,R.A.C.F.F. LOC 502	084-TRANSPORTN	4435	CEMENT FINISHER
33-CEMENT MASONS,R.A.C.F.F. LOC 502	088-WATER MGMNT	4435	CEMENT FINISHER
33-CEMENT MASONS,R.A.C.F.F. LOC 502	084-TRANSPORTN	4434	CEMENT FINISHER APPRENTICE

28-LABORERS INTNL UNION OF N.A. LOC 76	081-STREETS & SAN	9539	CEMENT MIXER
28-LABORERS INTNL UNION OF N.A. LOC 76	084-TRANSPORTN	9539	CEMENT MIXER
08-STATE AND MUNIC TEAMSTRS LOC 726	081-STREETS & SAN	7114	CHAUFFEUR
08-STATE AND MUNIC TEAMSTRS LOC 726	084-TRANSPORTN	7114	CHAUFFEUR
08-STATE AND MUNIC TEAMSTRS LOC 726	038-GENERAL SERVICES	7188	CLAM OPERATOR
08-STATE AND MUNIC TEAMSTRS LOC 726	040-FLEET MANAGEMNT	7188	CLAM OPERATOR
08-STATE AND MUNIC TEAMSTRS LOC 726	081-STREETS & SAN	7188	CLAM OPERATOR
08-STATE AND MUNIC TEAMSTRS LOC 726	084-TRANSPORTN	7188	CLAM OPERATOR
08-STATE AND MUNIC TEAMSTRS LOC 726	085-AVIATION	7188	CLAM OPERATOR
08-STATE AND MUNIC TEAMSTRS LOC 726	088-WATER MGMNT	7188	CLAM OPERATOR
53-LABORERS INTNL UNION OF N.A. LOC 1092	038-GENERAL SERVICES	9411	CONSTRUCTION LABORER
53-LABORERS INTNL UNION OF N.A. LOC 1092	084-TRANSPORTN	9411	CONSTRUCTION LABORER
53-LABORERS INTNL UNION OF N.A. LOC 1092	085-AVIATION	9411	CONSTRUCTION LABORER
53-LABORERS INTNL UNION OF N.A. LOC 1092	088-WATER MGMNT	9411	CONSTRUCTION LABORER
45-SEIU LOCAL 73 (PUBLIC SERVICE EMPLOYEES)	038-GENERAL SERVICES	4223	CUSTODIAL WORKER
45-SEIU LOCAL 73 (PUBLIC SERVICE EMPLOYEES)	085-AVIATION	4223	CUSTODIAL WORKER
45-SEIU LOCAL 73 (PUBLIC SERVICE EMPLOYEES)	088-WATER MGMNT	4223	CUSTODIAL WORKER
19-OPERATING ENGINEERS-LOC 150,DECK HANDS	088-WATER MGMNT	7398	DECK HAND
54-LABORERS INTNL UNION OF N.A. LOC 1001	084-TRANSPORTN	8322	DISPATCHER - ASPHALT
28-LABORERS INTNL UNION OF N.A. LOC 76	084-TRANSPORTN	8323	DISPATCHER - CONCRETE
53-LABORERS INTNL UNION OF N.A. LOC 1092	084-TRANSPORTN	0417	DISTRICT CLERK
53-LABORERS INTNL UNION OF N.A. LOC 1092	088-WATER MGMNT	0417	DISTRICT CLERK
32-I.B.E.W LOC 134	038-GENERAL SERVICES	5035	ELECTRICAL MECHANIC
32-I.B.E.W LOC 134	040-FLEET MANAGEMNT	5035	ELECTRICAL MECHANIC
32-I.B.E.W LOC 134	081-STREETS & SAN	5035	ELECTRICAL MECHANIC
32-I.B.E.W LOC 134	084-TRANSPORTN	5035	ELECTRICAL MECHANIC
32-I.B.E.W LOC 134	085-AVIATION	5035	ELECTRICAL MECHANIC
32-I.B.E.W LOC 134	088-WATER MGMNT	5035	ELECTRICAL MECHANIC
32-I.B.E.W LOC 134	040-FLEET MANAGEMNT	5034	ELECTRICAL MECHANIC (AUTOMOTIVE)
32-I.B.E.W LOC 134	088-WATER MGMNT	5033	ELECTRICAL MECHANIC (B)
32-I.B.E.W LOC 134	040-FLEET MANAGEMNT	5032	ELECTRICAL MECHANIC-AUTO-POLICE MTR MNT
32-I.B.E.W LOC 134	085-AVIATION	5043	ELECTRONICS TECHNICIAN
53-LABORERS INTNL UNION OF N.A. LOC 1092	088-WATER MGMNT	7101	EMERGENCY CREW DISPATCHER
08-STATE AND MUNIC TEAMSTRS LOC 726	040-FLEET MANAGEMNT	7124	EQUIPMENT DISPATCHER

08-STATE AND MUNIC TEAMSTRS LOC 726	081-STREETS & SAN	7124	EQUIPMENT DISPATCHER
08-STATE AND MUNIC TEAMSTRS LOC 726	085-AVIATION	7124	EQUIPMENT DISPATCHER
08-STATE AND MUNIC TEAMSTRS LOC 726	088-WATER MGMNT	7124	EQUIPMENT DISPATCHER
54-LABORERS INTNL UNION OF N.A. LOC 1001	081-STREETS & SAN	6286	FIELD VEHICLE INVESTIGATOR
08-STATE AND MUNIC TEAMSTRS LOC 726	040-FLEET MANAGEMNT	7164	GARAGE ATTENDANT
08-STATE AND MUNIC TEAMSTRS LOC 726	081-STREETS & SAN	7164	GARAGE ATTENDANT
08-STATE AND MUNIC TEAMSTRS LOC 726	085-AVIATION	7164	GARAGE ATTENDANT
34-GLAZERS UNION LOCAL 27	038-GENERAL SERVICES	4335	GLAZIER
54-LABORERS INTNL UNION OF N.A. LOC 1001	081-STREETS & SAN	6322	HAND LABORER
42-INTNL UNION OPERATNG ENGR LOC 150	081-STREETS & SAN	7633	HOISTING ENGINEER
42-INTNL UNION OPERATNG ENGR LOC 150	084-TRANSPORTN	7633	HOISTING ENGINEER
42-INTNL UNION OPERATNG ENGR LOC 150	085-AVIATION	7633	HOISTING ENGINEER
42-INTNL UNION OPERATNG ENGR LOC 150	088-WATER MGMNT	7633	HOISTING ENGINEER
42-INTNL UNION OPERATNG ENGR LOC 150	040-FLEET MANAGEMNT	7638	HOISTING ENGINEER - MECHANIC
42-INTNL UNION OPERATNG ENGR LOC 150	081-STREETS & SAN	7631	HOISTING ENGINEER APPRENTICE
42-INTNL UNION OPERATNG ENGR LOC 150	088-WATER MGMNT	7631	HOISTING ENGINEER APPRENTICE
53-LABORERS INTNL UNION OF N.A. LOC 1092	088-WATER MGMNT	6325	LABORER
54-LABORERS INTNL UNION OF N.A. LOC 1001	038-GENERAL SERVICES	6324	LABORER
54-LABORERS INTNL UNION OF N.A. LOC 1001	038-GENERAL SERVICES	6326	LABORER
54-LABORERS INTNL UNION OF N.A. LOC 1001	038-GENERAL SERVICES	9534	LABORER
54-LABORERS INTNL UNION OF N.A. LOC 1001	040-FLEET MANAGEMNT	6324	LABORER
54-LABORERS INTNL UNION OF N.A. LOC 1001	040-FLEET MANAGEMNT	6326	LABORER
54-LABORERS INTNL UNION OF N.A. LOC 1001	081-STREETS & SAN	6324	LABORER
54-LABORERS INTNL UNION OF N.A. LOC 1001	084-TRANSPORTN	9534	LABORER
54-LABORERS INTNL UNION OF N.A. LOC 1001	085-AVIATION	9533	LABORER
53-LABORERS INTNL UNION OF N.A. LOC 1092	038-GENERAL SERVICES	9407	LABORER - WATER DISTRIBUTION
53-LABORERS INTNL UNION OF N.A. LOC 1092	088-WATER MGMNT	9407	LABORER - WATER DISTRIBUTION
54-LABORERS INTNL UNION OF N.A. LOC 1001	038-GENERAL SERVICES	9528	LABORER (BUREAU OF ELECTRICITY)
54-LABORERS INTNL UNION OF N.A. LOC 1001	081-STREETS & SAN	9528	LABORER (BUREAU OF ELECTRICITY)
54-LABORERS INTNL UNION OF N.A. LOC 1001	084-TRANSPORTN	9528	LABORER (BUREAU OF ELECTRICITY)
54-LABORERS INTNL UNION OF N.A. LOC 1001	085-AVIATION	9528	LABORER (BUREAU OF ELECTRICITY)
53-LABORERS INTNL UNION OF N.A. LOC 1092	088-WATER MGMNT	9408	LABORER AS ESTIMATOR
53-LABORERS INTNL UNION OF N.A. LOC 1092	088-WATER MGMNT	9409	LABORER AS ESTIMATOR I/C
54-LABORERS INTNL UNION OF N.A. LOC 1001	084-TRANSPORTN	9402	LABORER ON REPAIRS

29-I.B.E.W LOCAL 9	081-STREETS & SAN	5061	LAMP MAINTENANCE WORKER
29-I.B.E.W LOCAL 9	084-TRANSPORTN	5061	LAMP MAINTENANCE WORKER
50-C.D.C.U.B.CARPENTRS JOINERS OF AMERICA	038-GENERAL SERVICES	4460	LATHER
29-I.B.E.W LOCAL 9	081-STREETS & SAN	5081	LINEMAN
29-I.B.E.W LOCAL 9	084-TRANSPORTN	5081	LINEMAN
29-I.B.E.W LOCAL 9	081-STREETS & SAN	5082	LINEMAN HELPER
29-I.B.E.W LOCAL 9	081-STREETS & SAN	5235	LOAD DISPATCHER
29-I.B.E.W LOCAL 9	081-STREETS & SAN	7120	LOAD DISPATCHER
29-I.B.E.W LOCAL 9	084-TRANSPORTN	7120	LOAD DISPATCHER
36-INTNL ASSOC MACHINISTS LOCAL 126	038-GENERAL SERVICES	6674	MACHINIST
36-INTNL ASSOC MACHINISTS LOCAL 126	040-FLEET MANAGEMNT	6674	MACHINIST
36-INTNL ASSOC MACHINISTS LOCAL 126	081-STREETS & SAN	6674	MACHINIST
36-INTNL ASSOC MACHINISTS LOCAL 126	084-TRANSPORTN	6674	MACHINIST
36-INTNL ASSOC MACHINISTS LOCAL 126	085-AVIATION	6674	MACHINIST
36-INTNL ASSOC MACHINISTS LOCAL 126	088-WATER MGMNT	6674	MACHINIST
36-INTNL ASSOC MACHINISTS LOCAL 126	040-FLEET MANAGEMNT	6678	MACHINIST (AUTO) POLICE MOTOR MAINT
36-INTNL ASSOC MACHINISTS LOCAL 126	040-FLEET MANAGEMNT	6673	MACHINIST (AUTOMOTIVE)
53-LABORERS INTNL UNION OF N.A. LOC 1092	088-WATER MGMNT	8320	MATERIALS DISPATCHER
54-LABORERS INTNL UNION OF N.A. LOC 1001	084-TRANSPORTN	8320	MATERIALS DISPATCHER
08-STATE AND MUNIC TEAMSTRS LOC 726	038-GENERAL SERVICES	7183	MOTOR TRUCK DRIVER
08-STATE AND MUNIC TEAMSTRS LOC 726	040-FLEET MANAGEMNT	7183	MOTOR TRUCK DRIVER
08-STATE AND MUNIC TEAMSTRS LOC 726	081-STREETS & SAN	7183	MOTOR TRUCK DRIVER
08-STATE AND MUNIC TEAMSTRS LOC 726	084-TRANSPORTN	7183	MOTOR TRUCK DRIVER
08-STATE AND MUNIC TEAMSTRS LOC 726	085-AVIATION	7183	MOTOR TRUCK DRIVER
08-STATE AND MUNIC TEAMSTRS LOC 726	088-WATER MGMNT	7183	MOTOR TRUCK DRIVER
08-STATE AND MUNIC TEAMSTRS LOC 726	040-FLEET MANAGEMNT	7186	MOTOR TRUCK DRIVER - TIRE REPAIR
08-STATE AND MUNIC TEAMSTRS LOC 726	081-STREETS & SAN	7182	MOTOR TRUCK DRIVER-HR AGREEMENT 2 HR
08-STATE AND MUNIC TEAMSTRS LOC 726	084-TRANSPORTN	7182	MOTOR TRUCK DRIVER-HR AGREEMENT 2 HR
12-INTL UNION OPRTNG ENGR LOCAL 399	038-GENERAL SERVICES	7741	OPERATING ENGINEER-GROUP C
12-INTL UNION OPRTNG ENGR LOCAL 399	081-STREETS & SAN	7741	OPERATING ENGINEER-GROUP C
12-INTL UNION OPRTNG ENGR LOCAL 399	085-AVIATION	7741	OPERATING ENGINEER-GROUP C
12-INTL UNION OPRTNG ENGR LOCAL 399	088-WATER MGMNT	7741	OPERATING ENGINEER-GROUP C
12-INTL UNION OPRTNG ENGR LOCAL 399	038-GENERAL SERVICES	7744	OPERATING ENGINEER-GROUP C TRAINEE
39-INTNL BRTHR PAINTERS ALLIED TRD.COUN 14	038-GENERAL SERVICES	4634	PAINTER

39-INTNL BRTHR PAINTERS ALLIED TRD.COUN 14	040-FLEET MANAGEMNT	4634	PAINTER
39-INTNL BRTHR PAINTERS ALLIED TRD.COUN 14	081-STREETS & SAN	4634	PAINTER
39-INTNL BRTHR PAINTERS ALLIED TRD.COUN 14	084-TRANSPORTN	4634	PAINTER
39-INTNL BRTHR PAINTERS ALLIED TRD.COUN 14	085-AVIATION	4634	PAINTER
39-INTNL BRTHR PAINTERS ALLIED TRD.COUN 14	088-WATER MGMNT	4634	PAINTER
16-CHGO JRNYMAN PLUMBERS L-130	088-WATER MGMNT	8325	PIPE LOCATING MACHINE OPERATOR
15-JOURNEYMEN PLASTERS PBS LOCAL 5	038-GENERAL SERVICES	4455	PLASTERER
53-LABORERS INTNL UNION OF N.A. LOC 1092	038-GENERAL SERVICES	9455	PLASTERER HELPER
16-CHGO JRNYMAN PLUMBERS L-130	038-GENERAL SERVICES	4754	PLUMBER
16-CHGO JRNYMAN PLUMBERS L-130	084-TRANSPORTN	4754	PLUMBER
16-CHGO JRNYMAN PLUMBERS L-130	085-AVIATION	4754	PLUMBER
16-CHGO JRNYMAN PLUMBERS L-130	088-WATER MGMNT	4754	PLUMBER
08-STATE AND MUNIC TEAMSTRS LOC 726	038-GENERAL SERVICES	7184	POOL MOTOR TRUCK DRIVER
08-STATE AND MUNIC TEAMSTRS LOC 726	040-FLEET MANAGEMNT	7184	POOL MOTOR TRUCK DRIVER
08-STATE AND MUNIC TEAMSTRS LOC 726	081-STREETS & SAN	7184	POOL MOTOR TRUCK DRIVER
08-STATE AND MUNIC TEAMSTRS LOC 726	084-TRANSPORTN	7184	POOL MOTOR TRUCK DRIVER
08-STATE AND MUNIC TEAMSTRS LOC 726	085-AVIATION	7184	POOL MOTOR TRUCK DRIVER
08-STATE AND MUNIC TEAMSTRS LOC 726	088-WATER MGMNT	7184	POOL MOTOR TRUCK DRIVER
18-COMPTN ROOFERS LOCAL 11	038-GENERAL SERVICES	4578	ROOFER
54-LABORERS INTNL UNION OF N.A. LOC 1001	038-GENERAL SERVICES	6324	SANITATION LABORER
54-LABORERS INTNL UNION OF N.A. LOC 1001	040-FLEET MANAGEMNT	6324	SANITATION LABORER
54-LABORERS INTNL UNION OF N.A. LOC 1001	081-STREETS & SAN	6324	SANITATION LABORER
08-STATE AND MUNIC TEAMSTRS LOC 726	040-FLEET MANAGEMNT	7136	SERVICE WRITER
36-INTNL ASSOC MACHINISTS LOCAL 126	040-FLEET MANAGEMNT	7139	SERVICE WRITER
49-U.O.A.BRICKLAYERS STONE MASONS LOC 21	088-WATER MGMNT	4403	SEWER BRICKLAYER
41-SHEET METAL WRKS INTNL ASSN LOC 73	038-GENERAL SERVICES	4855	SHEET METAL WORKER
41-SHEET METAL WRKS INTNL ASSN LOC 73	040-FLEET MANAGEMNT	4855	SHEET METAL WORKER
41-SHEET METAL WRKS INTNL ASSN LOC 73	081-STREETS & SAN	4855	SHEET METAL WORKER
41-SHEET METAL WRKS INTNL ASSN LOC 73	084-TRANSPORTN	4855	SHEET METAL WORKER
41-SHEET METAL WRKS INTNL ASSN LOC 73	085-AVIATION	4855	SHEET METAL WORKER
28-LABORERS INTNL UNION OF N.A. LOC 76	040-FLEET MANAGEMNT	9531	SHOP LABORER
41-SHEET METAL WRKS INTNL ASSN LOC 73	084-TRANSPORTN	8263	SIGN HANGER
25-SIGN,DISPLAY,PICTORAL AW LOC 830	084-TRANSPORTN	4656	SIGN PAINTER
25-SIGN,DISPLAY,PICTORAL AW LOC 830	085-AVIATION	4656	SIGN PAINTER

48-SPRINKLER FITTERS LOC 281	038-GENERAL SERVICES	4765	SPRINKLER FITTER
45-SEIU LOCAL 73 (PUBLIC SERVICE EMPLOYEES)	088-WATER MGMNT	9593	STATION LABORER
23- NAT CONF FIREMN OILERS LOC 7	038-GENERAL SERVICES	7775	STATIONARY FIREMAN
23- NAT CONF FIREMN OILERS LOC 7	081-STREETS & SAN	7775	STATIONARY FIREMAN
23- NAT CONF FIREMN OILERS LOC 7	085-AVIATION	7775	STATIONARY FIREMAN
23- NAT CONF FIREMN OILERS LOC 7	088-WATER MGMNT	7775	STATIONARY FIREMAN
14-PIPEFITTERS ASSOC LOCAL 597	038-GENERAL SERVICES	4774	STEAMFITTER
14-PIPEFITTERS ASSOC LOCAL 597	084-TRANSPORTN	4774	STEAMFITTER
14-PIPEFITTERS ASSOC LOCAL 597	085-AVIATION	4774	STEAMFITTER
14-PIPEFITTERS ASSOC LOCAL 597	088-WATER MGMNT	4774	STEAMFITTER
53-LABORERS INTNL UNION OF N.A. LOC 1092	084-TRANSPORTN	1805	STOCKHANDLER
53-LABORERS INTNL UNION OF N.A. LOC 1092	088-WATER MGMNT	1805	STOCKHANDLER
53-LABORERS INTNL UNION OF N.A. LOC 1092	084-TRANSPORTN	1806	STOCKHANDLER - LABORER
53-LABORERS INTNL UNION OF N.A. LOC 1092	088-WATER MGMNT	1806	STOCKHANDLER - LABORER
53-LABORERS INTNL UNION OF N.A. LOC 1092	038-GENERAL SERVICES	9532	STORES LABORER
53-LABORERS INTNL UNION OF N.A. LOC 1092	081-STREETS & SAN	9532	STORES LABORER
53-LABORERS INTNL UNION OF N.A. LOC 1092	084-TRANSPORTN	9532	STORES LABORER
53-LABORERS INTNL UNION OF N.A. LOC 1092	085-AVIATION	9532	STORES LABORER
53-LABORERS INTNL UNION OF N.A. LOC 1092	088-WATER MGMNT	9532	STORES LABORER
29-I.B.E.W LOCAL 9	081-STREETS & SAN	5086	STREET LIGHT REPAIR WORKER
29-I.B.E.W LOCAL 9	084-TRANSPORTN	5086	STREET LIGHT REPAIR WORKER
29-I.B.E.W LOCAL 9	081-STREETS & SAN	5087	TRAFFIC SIGNAL REPAIRMAN
29-I.B.E.W LOCAL 9	084-TRANSPORTN	5087	TRAFFIC SIGNAL REPAIRMAN
54-LABORERS INTNL UNION OF N.A. LOC 1001	081-STREETS & SAN	7975	TREE TRIMMER
54-LABORERS INTNL UNION OF N.A. LOC 1001	081-STREETS & SAN	7972	TREE TRIMMER I
54-LABORERS INTNL UNION OF N.A. LOC 1001	081-STREETS & SAN	7973	TREE TRIMMER II
22-POINTERS,CLEANERS,CAUKERS LOCAL 52	038-GENERAL SERVICES	4465	TUCK POINTER
54-LABORERS INTNL UNION OF N.A. LOC 1001	081-STREETS & SAN	0416	WARD CLERK
53-LABORERS INTNL UNION OF N.A. LOC 1092	038-GENERAL SERVICES	6328	WATCHMAN
53-LABORERS INTNL UNION OF N.A. LOC 1092	038-GENERAL SERVICES	6330	WATCHMAN
53-LABORERS INTNL UNION OF N.A. LOC 1092	088-WATER MGMNT	6328	WATCHMAN
54-LABORERS INTNL UNION OF N.A. LOC 1001	038-GENERAL SERVICES	6327	WATCHMAN
54-LABORERS INTNL UNION OF N.A. LOC 1001	081-STREETS & SAN	6327	WATCHMAN
54-LABORERS INTNL UNION OF N.A. LOC 1001	084-TRANSPORTN	6327	WATCHMAN

36-INTNL ASSOC MACHINISTS LOCAL 126	088-WATER MGMNT	6672	WATER METER MACHINIST
36-INTNL ASSOC MACHINISTS LOCAL 126	088-WATER MGMNT	6671	WATER METER MACHINIST - TRAINEE
16-CHGO JRNYMAN PLUMBERS L-130	088-WATER MGMNT	1061	WATER RATE TAKER
35- SEIU LOCAL 73 (WINDOW CLEANERS)	038-GENERAL SERVICES	4285	WINDOW WASHER
35- SEIU LOCAL 73 (WINDOW CLEANERS)	085-AVIATION	4285	WINDOW WASHER

EXHIBIT 2
CITY HIRING PLAN

CITY OF CHICAGO HIRING PLAN

I. INTRODUCTION

This hiring plan (the "New Plan") is submitted by the City of Chicago as required under section I.F of the Settlement Order and Accord in case number 69 C2145 captioned *Shakman, et al. v. City of Chicago, et al.*, currently pending before Judge Wayne R. Andersen in the United States District Court for the Northern District of Illinois (the "Accord").

The New Plan sets forth the general principles which will govern hiring in the City of Chicago (the "City") after the final approval of the Accord. The principles presented herein apply equally to candidates who are external or internal job applicants and candidates for promotion. The New Plan encompasses the following Hiring Processes: (1) Exempt Position Hiring Process (Exhibit I.1), (2) Senior Manager Hiring Process (Exhibit I.2), (3) Private Secretary Hiring Process (Exhibit I.3), (4) Security Specialist Hiring Process (Exhibit I.4), (5) Plan for Hiring Student Workers (Exhibit I.5), (6) the Inspector General's Office Hiring Procedures (Exhibit I.6), (7) the Corporation Counsel's Office Hiring Procedures (Exhibit I.7), (8) the Executive Director of the Office of Compliance's Hiring procedures (Exhibit I.8) and (9) the General Hiring Process detailed below, which replaces the Detailed Hiring Provisions adopted by the City in 1986. The General Hiring Process applies to City hires other than those encompassed by processes 1 through 8 above and other than sworn and uniformed titles in the City's Police and Fire Departments. A specific hiring process for sworn and uniformed titles within the City's Police and Fire Departments will be developed and presented for approval at a later date.

II. PRINCIPLES APPLICABLE TO CITY HIRING

1. For employment actions occurring for positions hired under the Exempt Position Hiring Process, political reasons or factors (as defined in Section I.C of the Accord) may be considered in evaluating job applicants. For employment actions occurring for positions hired under all other Hiring Processes, political reasons or factors may not be considered. No collective bargaining agreement ("CBA") or other agreement shall provide otherwise. Employment action includes, but is not limited to, hiring, firing, promotion, demotion, lay-off, reinstatement, re-employment, transfer, reclassification, overtime, and/or the assignment of any job benefit.
2. If a City employee learns of an allegation of unlawful political discrimination in connection with any aspect of government employment with the City or believes that such unlawful political discrimination has occurred or is occurring in any Hiring Process, other than the Exempt Position Hiring Process, such employee shall immediately report such allegation to the City's Inspector General. Failure to report may result in discipline, up to and including discharge.

3. City employees involved in any Hiring Process, other than the Exempt Position Hiring Process, shall certify, under penalty of perjury, that no political reasons or factors were considered in the employment action. The Certification Form is attached hereto as Exhibit II.3.
4. In implementing the New Plan, the City shall ensure that all applicants have equal employment opportunities and shall use all resources at its disposal to fulfill its commitment to diversity as an equal opportunity employer. In furtherance of this goal, the City's Department of Human Resources ("DHR") shall file quarterly reports with the City Council Committee on Budget and Government Operations identifying the race, ethnicity and gender of the City's hires during the quarter and the current workforce.
5. The New Plan incorporates the Acting Up Policy, attached hereto and made a part hereof as Exhibit II.5. Changes to the Acting Up Policy shall be presented to the Court and shall not be effective until the Court has approved such changes.
6. For all non-Exempt positions, the DHR shall post quarterly reports on the City's website regarding the total number of hires/promotions, the department where the hire(s) occurred, and the ward where the hired/promoted employee(s) reside(s).
7. For all non-Exempt positions, the DHR shall take appropriate steps to post and advertise open positions in a manner designed to maximize the pool of applicants.
8. Hiring departments shall not contact the DHR to lobby for or advocate on behalf of actual or potential applicants or bidders for non-Exempt positions, nor may hiring departments request that specific individuals be added to any referral or eligibility list except as permitted under the Senior Manager Hiring Process. Hiring departments may contact the DHR to inquire about the status of selected candidates. Any contacts violating this section shall immediately be reported to the Hiring Process Compliance Manager ("HPCM") and the Commissioner of the DHR.
9. As noted in Section I.C of the Accord, "[n]othing in the New Plan shall limit the right of any citizen, including elected officials, to make recommendations not based on political reasons or factors to personnel involved in making employment decisions on behalf of the City." In the case of hiring for positions that are not exempt from the requirement that political reasons or factors be excluded from consideration, recommendations from public office holders or political party officials that are based on their personal knowledge of the person's work skill, work experience or other job-related qualifications are permitted and may be considered.

10. All contacts based upon political reasons or factors whether in person, in writing, by telephone, by facsimile, or by e-mail from any elected or appointed official of any political party or any agent acting on behalf of an elected or appointed official, political party, or political organization, attempting to affect any employment action for any position not exempt from the Accord shall be reported to the HPCM. The HPCM shall maintain a file documenting all such contacts. Recommendations from public office holders or political party officials that are based on their personal knowledge of the person's work skill, work experience or other job-related qualifications are permitted and may be considered just as other recommendations are considered.
11. The City has collective bargaining relationships with unions representing City employees. The Illinois Public Labor Relations Act, 5 ILCS 315, *et. seq.* ("Act") governs those relationships. The New Plan shall be construed and administered consistent with the Act, to the extent that the construction or administration does not conflict with the United States Constitution or federal civil rights laws.

III. DEPARTMENT OF HUMAN RESOURCES

The New Plan contemplates a robust DHR which shall oversee employment actions and shall monitor compliance with hiring processes and procedures. The DHR, in conjunction with outside consultants, shall review existing job titles to determine minimum qualifications, testing protocols and appropriateness of job descriptions. The DHR may modify or delete job titles after such review. The minimum qualifications, testing protocols and job descriptions for each job title shall be posted on the City's website and any other sites where City jobs are regularly posted. The job announcement may be posted in additional locations consistent with the City's recruiting goals, including locations required under CBA rules.

Although hiring decisions rest with the hiring department, the DHR's Employment Services Division (the "Division") shall be responsible for facilitating City hiring. The Division shall be reorganized to include but not be limited to the following positions:

- Recruiter(s): Recruiters shall be responsible for facilitating the hiring process(es) for those positions requiring interviews.
- Analyst(s): Analysts shall be responsible for facilitating the hiring process(es) for those positions not requiring interviews.
- Testing Administrator(s): Testing Administrators shall be responsible for proctoring and scoring tests for the hiring process(es) requiring testing.
- Testing Manager(s): Testing Managers shall be responsible for developing, selecting and/or approving tests for the hiring process(es) requiring testing.

The positions described above, with limited exceptions described herein, shall be regular permanent City employees. The Commissioner of DHR shall have ultimate responsibility for filling these positions. These DHR positions may be filled with the assistance of an employment search firm pursuant to the established procedures for the DHR's use of such search firms. It is anticipated that during the implementation of the New Plan, it may be necessary for the DHR to initially hire temporary employees because some of the above newly created positions are not part of the 2007 City Budget. In the event that the DHR must do so, those temporary employees shall be hired through a non-political competitive process and the Commissioner of DHR shall have ultimate responsibility for filling such positions(s). Once the position(s) become available as budgeted City positions, the individual who filled the position(s) temporarily may be given preference to fill such position on a permanent basis, at the discretion of the Commissioner of DHR.

IV. EXEMPT POSITION HIRING PROCESS

Positions which are to be hired pursuant to the Exempt Hiring Process are those where political reasons or factors may be considered. For positions on the Exempt List (Accord Exhibit II.G), the City may consider political reasons or factors in taking employment actions. Modification of the Exempt List is governed by the terms of the Accord. *See* Accord, Section II.G which also covers exemption changes.

V. SENIOR MANAGER HIRING PROCESS

Positions which are to be hired pursuant to the Senior Manager Hiring Process are those where political reasons or factors will not be considered but where the senior manager nature of the position makes discretion and flexibility in hiring appropriate and justifiable in order to build an accountable and qualified management team. The Senior Manager Hiring Process was approved by the Court on May 31, 2007 and is attached as Exhibit II.E.(1) of the Accord, and the positions on the Senior Manager List are detailed in Exhibit II.E.(2) of the Accord. The Senior Manager Hiring Process is attached hereto and made a part hereof as Exhibit I.2.

VI. HIRING/TRANSFER PROCESS FOR PRIVATE SECRETARY OR ASSISTANT TO DEPARTMENT OR AGENCY HEAD AND SCHEDULE G EXEMPT EMPLOYEES AND SECURITY SPECIALISTS

One private secretary or person serving in the capacity of a private secretary may be appointed for each department or agency head and those exempt positions on Accord Exhibit II.G pursuant to a Private Secretary Hiring Process issued by the DHR. *See* Accord Exhibit II.F.(1). A copy of the Private Secretary Hiring Process is attached hereto and made a part hereof as Exhibit I.3. Thirty Security Specialists may be appointed pursuant to a Security Specialist Transfer Process issued by the Chicago Police Department and approved by the DHR. *Id.* A copy of the Security Specialist Transfer Process is attached hereto and made a part hereof as Exhibit I.4.

VII. PLAN FOR HIRING STUDENT WORKERS

Students currently enrolled in an accredited high school, college, university or professional school who seek employment with the City of Chicago in temporary, non permanent student worker positions may be hired through the process approved by the Court on April 13, 2006 which is attached hereto and made a part hereof as Exhibit I.5.

VIII. INSPECTOR GENERAL'S OFFICE HIRING PROCEDURES

To respect the independence of the Inspector General's Office and help ensure that its employees are nonpartisan and free from conflicts of interest, the Inspector General's Office Hiring Procedures have been developed and were approved by the Court on February 7, 2006. The Inspector General's Office Hiring Procedures is attached hereto and made a part hereof as Exhibit I.6.

IX. CORPORATION COUNSEL'S OFFICE HIRING PROCEDURES

To respect the independence of the Corporation Counsel's Office and help ensure that its employees are nonpartisan and free from conflicts of interest, the Corporation Counsel's Office Hiring Procedures have been developed and were approved by the Court on May 11, 1989. The Corporation Counsel's Office Hiring Procedures is attached hereto and made a part hereof as Exhibit I.7.

X. OFFICE OF COMPLIANCE'S HIRING PROCEDURES

To respect the independence of the Office of Compliance and help ensure that its employees are nonpartisan and free from conflicts of interest, the Office of Compliance's Hiring Procedures will be developed and subject to approval by the Court. The Hiring Procedures will be attached hereto and made a part hereof as Exhibit I.8.

XI. GENERAL HIRING PROCESS

The General Hiring Process is separated into two categories: (1) those positions for which an interview is required prior to hire, and (2) those positions for which an interview is not required prior to hire. The following initial steps shall be undertaken for all positions in which the hire shall be made pursuant to the General Hiring Process:

1. The hiring department shall submit a Request for Hire Form to the City's Office of Budget and Management ("OBM") identifying the position and the number of vacancies to be filled. A Requisition Form for the position shall be submitted to the DHR.
2. The DHR shall work with the hiring department to create a notice of job opportunity or bid announcement (for those positions covered by collective bargaining agreements) which shall include the position's predefined job description, predefined minimum qualifications, predefined hiring criteria, predefined test score requirements, whether or not an interview will be conducted,

whether or not the position will be filled through random selection, and any other relevant information.

3. Except in cases where a position will be filled from a list of pre-qualified applicants as described in Section XI.A(10) and Section XI.B(10), the DHR will post the notice of job opportunity or bid announcement (the "Notice of Position") for at least fourteen (14) days on the City's internet job site and any other sites where the City chooses to post such Notice of Position or as required by CBA rules.
4. Interested applicants and/or bidders shall submit their applications and/or bids for the position electronically to the DHR within the applicable period listed in the Notice of Position. Applications shall remain active for twelve (12) months from the date of the application, unless otherwise required by CBA rules. Previously submitted applications and/or bids may be used to respond to Notices of Positions during the twelve (12) month period as long as the position is identical to the position for which the applications and/or bids were originally submitted.
5. Once an application or bid is submitted electronically, the applicant or bidder shall receive immediate electronic notification of whether or not he or she meets the minimum qualifications for the position for which he or she applied or bid.
6. After the expiration of the twelve (12) month period referred to above, applicants/bidders may apply for one-time extensions of their applications. If the DHR grants extensions, applicants/bidders shall be notified that their applications have been extended for an additional twelve (12) month period.
7. Internal candidates shall meet the attendance and disciplinary criteria in the attached Exhibit XI.7, in order to be selected, unless otherwise required by CBA rules. The City may modify such attendance and disciplinary criteria as necessary as long as such criteria are applied uniformly and are posted on the City's website.
8. If an internal candidate is passed over for selection based on the application of the attendance and disciplinary criteria referred to above, such candidate shall remain in the pre-qualified pool, unless otherwise required by CBA rules.
9. Written performance evaluations of internal candidates may be used as part of the hiring criteria if all internal applicants/bidders in the hiring sequence have been subject to a uniform performance evaluation system, unless otherwise required by CBA rules.

After completion of the above-described initial steps, the General Hiring Process will differ based upon whether or not an interview is required prior to hire.

A. General Hiring Process for Positions Not Requiring Interviews Prior to Hire

The DHR has identified positions for which interviews are not required prior to hire. Instead, an applicant may be required to pass a skills and/or physical abilities test in order to be eligible for hire, or the position may be filled by random selection. The DHR shall establish minimum, predefined, threshold passing scores for all tests.

The positions for which interviews are not required prior to hire shall be posted and updated on the City's website. The DHR may modify the list as appropriate. For positions for which an interview is not required prior to hire, the following steps shall be undertaken after the completion of the above-described initial hiring steps.

1. Based upon the application of predetermined screening criteria, a list of minimally qualified applicants/bidders shall be created in random order by the DHR, unless otherwise required by applicable CBA rules.
2. If testing is to be done for the position, the DHR shall determine the number of applicants/bidders that shall proceed to the testing phase based on the number of vacancies to be filled. The DHR shall schedule testing of those applicants/bidders in the order they appear on the random list.
3. Pre-determined testing protocols shall be developed for all non-interviewed positions to be tested. The DHR shall design, select or approve tests and shall be responsible for ensuring that such tests are fairly administered and scored.
4. A DHR Testing Administrator shall proctor as many tests as possible, prioritizing the proctoring of tests for positions regarding which complaints have arisen. The DHR Testing Administrator who proctors the exam shall certify that the testing process has been followed. In the event proctoring and certification by a DHR Testing Administrator is not possible, the department shall designate a proctor and such individual shall serve as a substitute and have the same responsibilities and obligations as the DHR Testing Administrator.
5. If the test is a pass/fail test, the DHR shall remove those applicants/bidders who have not passed the test from the list described in paragraph 1 above, unless otherwise required by CBA rules. Those applicant/bidders remaining on the list shall be eligible for hire ("Eligible Candidates").
6. As positions using a pass/fail test become available for hire, offers of employment shall be made to the Eligible Candidates in the order they appear on the list described in paragraph 5 above, unless otherwise required by CBA rules.
7. For positions using a numerically scored test, the DHR shall prepare a list in rank order of those applicants/bidders who pass the test.
8. As positions using a numerically scored test become available for hire, offers of

employment shall be made to applicants/bidders in the order in which they appear on the list described in paragraph 7, above, unless otherwise required by CBA rules.

9. Test scores shall be made available to individual applicants/bidders upon request. Test scores shall be valid throughout the time an application remains pending and active. Applicants and bidders may only test one time during a twelve (12) month period for a position, unless otherwise required by CBA rules.
10. DHR shall place candidates who were not selected for employment due solely to limited vacancies available at the time on the list created pursuant to paragraph 7, above, ("Pre-Qualified Applicants/Bidders") in the order they appeared on the list created under paragraph 7. The Pre-Qualified Applicants/Bidders shall remain on the pre-qualified list as long as their applications have not been withdrawn but not to exceed twelve (12) months from the date of the application, unless otherwise required by CBA rules or unless extended by the procedures established in Sections XI(9) and (12).
11. Pre-qualified applicants/bidders shall be given priority in hiring, unless otherwise required by CBA rules.
12. The Commissioner of DHR may extend a list for one additional twelve (12) month period, unless otherwise required by CBA rules.

B. General Hiring Process for Positions Requiring Interviews Prior to Hires

The DHR has identified positions for which interviews are required prior to hire. The list of positions for which interviews are required prior to hire will be posted and updated on the City's website. The DHR may modify the list as appropriate, based on whether or not interviews are required prior to hire, and shall maintain an updated list on its website. For positions for which an interview is required prior to hire, the following steps shall be undertaken after completion of the above-described initial hiring steps.

1. A list of all minimally qualified applicants/bidders shall be created by the DHR based upon the application of predetermined screening criteria. For certain positions, which will be identified in a forthcoming filing with the Court, the list of minimally qualified applicants/bidders shall be created in random order by the DHR, unless otherwise required by CBA rule. If testing is to be done, the DHR shall determine the number of applicants/bidders that shall proceed to the testing phase based on the number of vacancies to be filled.
2. For interviewed positions not requiring testing prior to hire, the DHR shall include applicants/bidders on the interview list based on the applicant/bidders match to screening criteria, unless otherwise required by CBA rules, or unless the list of all minimally qualified applicants/bidders has been created in random order by the DHR as described in paragraph 1, above. The hiring department shall

schedule interviews of those applicants/bidders on the interview list in the order the names appear on the interview list and shall notify the DHR of the interview schedule.

3. For interviewed positions requiring testing prior to hire, the DHR shall include applicants/bidders on the list of applicants/bidders to be tested based on the applicants/bidders' match to the screening criteria. The DHR shall then create an interview list of everyone who passed the test in the case of pass/fail tests or, in the case of ranked order tests, of everyone who meets a predefined minimum threshold score, unless otherwise required by CBA rules. The hiring department shall schedule interviews of those applicants/bidders on the interview list in the order the names appear on the interview list and shall notify the DHR of the interview schedule.
4. Interview questions shall be drawn from predefined job-specific questions related to the hiring criteria for the vacant position. Interviews shall be designed to assess the applicants/bidders' match to the hiring criteria. Interview questions shall be developed by the DHR and the hiring department based on the hiring criteria.
5. Interviewers shall be trained on proper interviewing procedures.
6. Applicants/bidders for the same position shall be asked the same core interview questions. Additional follow-up questions are permitted.
7. At least two City employees from the hiring department who are familiar with the position's requirements shall interview each candidate. Each interviewer shall independently and personally complete an evaluation form for the candidate at the conclusion of the interview.
8. Interview notes shall be recorded on each interviewer's evaluation form (and attached pages if necessary) and preserved and shall be provided to the DHR at the conclusion of the interview.
9. Immediately following the interview, each interviewer shall independently identify on the evaluation form whether or not the applicant/bidder shall be subject to further consideration in the hiring process. Each interviewer shall provide all documentation from the interview to the DHR. Interview evaluation forms may not be altered or revised.
10. The selection process for interviewed positions shall be based on a consensus meeting led by a DHR Recruiter and attended by all interviewers, along with the department hiring manager, after the interviews for the vacancy are completed. The participants in the consensus meeting shall make a selection decision at the meeting and shall create a ranked list of each interviewed candidate who would have been selected but for the lack of a vacancy ("Pre-Qualified

Applicants/Bidders”). If no selection consensus can be reached, the hiring manager shall make the final selection decision and shall provide written rationale for the selection decision for review and approval by the DHR before the extension of an offer of employment to the selected candidate. The DHR Recruiter facilitating the hiring shall keep detailed notes of the events at the meeting.

11. The DHR shall ensure that the selection is based on the hiring criteria, the interviewers' evaluation forms, test results, applicable CBA rules, if any, and other relevant, non-political factors. The DHR shall maintain the notes of consensus meeting discussions and decisions in accordance with the record keeping requirements of the Local Records Act.
12. Pre-Qualified Applicants/Bidders who were interviewed may be extended offers of employment in the order they appear on the ranked list created pursuant to paragraph 10 above, at the discretion of the hiring department, for openings that occur while their applications remain pending and active, unless otherwise provided by CBA rules.
13. For all foreman, general foreman and comparable positions, and for all other positions in which the duties satisfy the definition of 'supervisor' under the Illinois Public Labor Relations Act, 5 ILCS 315, applicants shall be required to take and successfully complete a written test covering knowledge of generally applicable City policies dealing with ethics, Personnel Rules and prohibition of consideration of improper political reasons or factors in employment.
14. The Commissioner of DHR may extend a list for one additional twelve (12) month period, unless otherwise required by CBA rules.

XII. EXCEPTIONS TO THE GENERAL HIRING PROCESS

The following processes shall be excepted from the posting of bids or notices of job opportunities described in section XI above, unless otherwise required by CBA rules. The City, however, shall not consider political reasons or factors in filling positions under these exceptions. The procedures for filling positions under these exceptions shall be codified in the City's Personnel Rules and/or applicable City policies and procedures. Individuals filling positions under any of the exceptions listed below must meet all minimum qualifications for the positions and then are given priority for hire over general applicants/bidders. The Personnel Rules shall not be contrary to the Principles Applicable to City Hiring in Section II of the New Plan.

1. Layoff lists contain the names of career service employees who were laid off and are available to return to employment in their class of positions. Layoff lists may also contain the names of employees on leave of absence or on reinstatement lists. Procedures for the creation and use of layoff lists are found in the City Personnel Rules ("Personnel Rules"). In addition, CBAs may have specific language that

affects the operations of layoffs. If there is a conflict between the language in the Personnel Rules and the CBA, the CBA takes precedence.

2. Reinstatement lists contain the names of employees who have completed and are returning from leaves of absence and are available for reinstatement in their class of positions. Procedures governing the creation and use of reinstatement lists are found in the Personnel Rules.
3. Requests for Reemployment: A former employee who has resigned and desires to be employed in the position previously held may apply for reemployment under the Personnel Rules.
4. Duty disability lists contain the names of employees who are determined to be permanently partially disabled while employees of the City. This determination is based on a medical evaluation and an evaluation of their present functional capabilities. Procedures for the creation and use of duty disability lists are found in the Personnel Rules. In addition, attached hereto and made a part hereof as Exhibit XII.4 is a process for filling Maximum Medical Improvement (“MMI”) and Transitional Return to Work (“TRTW”) Program positions.
5. Transfers: Any City employee may request a transfer from a position in one City department to a lower rated or equal rated position in another City department. The procedure is set forth in the Personnel Rules. All such requests, whether granted or denied, shall be documented and forwarded to the DHR. In addition, the CBAs have provisions for transfers within a department or bargaining unit. The transferred employee and all employees involved in approving the transfer shall execute the Certification Form described in Section II.3.
6. Demotion is a reduction of the grade or class of employment and corresponding permanent reduction in salary or wages. The Commissioner of DHR must approve requests for demotion and can confer priority status to demoted employees over other applicants/bidders. The procedure for handling demotions is set forth in the Personnel Rules.
7. Reclassifications: The Commissioner of DHR may analyze the duties of a class of positions and the duties actually performed by any incumbent. The Commissioner may find that an individual is improperly classified, and may reclassify the individual into a new position. A reclassification is deemed an appointment to the new position as of the effective date of the reclassification. Reclassified employees may have priority over other applicants/bidders on employment lists as provided in the Personnel Rules.
8. Reasonable Accommodations may include transfers, shift reassignments, offers to fill vacant positions and other employment actions. Reasonable accommodations made in compliance with the City's Reasonable Accommodation Policy are exempt from the posting and screening provisions of the New Plan. An individual

who receives an accommodation that involves an employment action under the policy must meet the minimum qualifications for the position and be able to perform all essential job functions. If a CBA has terms that differ from the Reasonable Accommodation Policy or restrict the ability to perform the accommodation, the terms of the CBA take precedence.

9. Return of seasonal employees: These processes are covered by language in certain CBAs covering employees who perform seasonal work.
10. Approved City Training programs: From time to time, the City establishes City Employment Training programs, such as the duty disability return to work program. Persons who successfully complete an approved training program have priority status where appropriate. The details of training programs, including eligibility standards, are contained in program descriptions which are made available to the public. A current list of such programs will be maintained by the DHR and is attached as Exhibit XII.10.
11. City Affirmative Action Plans: These plans give specific preferences in hiring or promotion based on the City's need to ameliorate a past pattern of discrimination or based on the City's desire to participate in a voluntary affirmative action program. Currently, the Chicago Fire Department has an affirmative action program for the promotional ranks in the fire service under the auspices of the consent decree in *Albrecht v. City of Chicago*, 80 C 1590. In addition, the City may in the future participate in voluntary affirmative action programs under the auspices of various laws. The terms and conditions of an affirmative action program are set by the Commissioner of DHR and made available to the public upon request.
12. Veterans: The City offers veteran's preferences under the Personnel Rules. For a veteran's preference, the individual must meet the requirements of the position, have served in the Armed Forces of the United States on active duty continuously for six months and must not receive a dishonorable discharge. Further, federal and state laws regulate the return to work for veterans. The City may create or amend procedures that comply with the federal and state statutes.
13. Emergency Hires: In situations where no pre-established list of applicants exists for a position, the hiring authority may request an emergency hire. The hiring authority shall submit a written justification for the emergency hire to the Commissioner of DHR explaining the nature of the emergency, the number of hires approved by OBM and the duration of the hires. The Commissioner of DHR has the discretion to approve or deny a request for an emergency hire. The number, job title, and department of emergency hires shall be reported on the City's website at the end of each quarter.
14. Settlements, awards, judgments and decisions: Settlements negotiated or approved by the Law Department, arbitral awards, judgments or decisions of

administrative agencies that may impact on employment actions are excepted from the New Hiring Plan.

XIII. COMPLIANCE

A strong and effective compliance and governance system is critical to the success of the New Plan. The New Plan spreads the oversight of management discretion among several stakeholders, including the Inspector General (“IG”), the Hiring Process Compliance Manager (“HPCM”), the DHR, the Department of Law (“DOL”), and the Office of Compliance.

A. The Executive Director of the Office of Compliance

The position of the Executive Director of the Office of Compliance in the City shall be changed by ordinance to afford the Executive Director the greatest possible degree of independence. The Executive Director shall be given, upon approval by the City Council, a four year term, during which he or she can only be terminated with a showing of just cause. The Executive Director shall be charged with overseeing the New Plan’s compliance and governance system while working with the IG, the DHR, and the DOL. The New Plan contemplates the HPCM reporting to the Executive Director. To ensure the greatest amount of independence for the Office of Compliance, the City agrees to make every effort to fill the position of Executive Director with an individual who is not a current or former City employee.

B. The Inspector General

The IG performs a critical role in the New Plan. Not only does the IG investigate post-Accord allegations of unlawful political discrimination in connection with any aspect of City employment, but he or she also has unrestricted viewing access to the Recruiting Management System (the “RMS”) and all other documents generated by, maintained by, or provided to the HPCM. Additionally, complaints alleging political discrimination will be forwarded to the IG by the HPCM. The New Plan contemplates the HPCM and the IG working collaboratively, to the extent allowed by the IG’s ordinance, to redress any and all issues regarding unlawful political discrimination in City hiring.

C. The Hiring Process Compliance Manager

The HPCM is a newly created role in the City’s hiring process and will report to the Executive Director of the Office of Compliance. The HPCM receives complaints regarding the hiring process; facilitates the escalation procedure; and supervises the review and audit of key processes in the hiring plan. The HPCM’s position shall have career service protection. To ensure the greatest amount of independence for the Office of Compliance, the City agrees to make every effort to fill the position of HPCM with an individual who is not a current or former City employee.

D. Complaints and Investigation

The City shall designate a telephone number complainants may call to register complaints regarding the hiring process (the "Complaint Line"). The Complaint Line shall be staffed during normal City business hours and shall provide for voice mail recording for non-staffed hours. The HPCM, his/her designee, or a City vendor may staff the Complaint Line.

Calls to the Complaint Line shall be logged (the "Call Log"). The Call Log shall contain the caller's name (or noted as anonymous should the caller elect not to provide his or her name), the title of the position for which the complaint is being registered, the department in which the position is located, the nature of the complaint, the approximate date the alleged violation took place, the identity(ies) of any party(ies) alleged to have caused or to have knowledge of the violation, contact information for the complainant if provided, and any other relevant information. The HPCM shall provide copies of the Call Log to the IG and the Commissioner of DHR on a weekly basis.

The HPCM shall track complaints in a document that identifies the complainant, the department at issue, the accused wrongdoer, the position (if any) implicated, the nature of the complaint, and the resolution (the "Resolution Log"). The HPCM shall provide copies of the Resolution Log to the IG and the Commissioner of DHR on a semi-annual basis.

E. Escalation Procedure

The New Plan shall include an escalation procedure which allows a Recruiter or Analyst to raise concerns about a decision of a Hiring Manager or Hiring Authority to successively higher levels of oversight and authority for resolution within the City (the "Escalation Procedure"). The Recruiter or Analyst may invoke the Escalation Procedure at any time which shall proceed in the following manner.

1. The Recruiter or Analyst initiates escalation to the HPCM and the Commissioner of DHR. Upon escalation the Recruiter or Analyst shall temporarily suspend the open requisition in the Recruitment Management System ("RMS").
2. The HPCM shall evaluate the circumstances surrounding the escalation. If unlawful political discrimination is alleged, the HPCM shall refer the matter to the IG for investigation. The Corporation Counsel, or her designee, shall be notified by the HPCM of all matters referred to the IG. If a breach of policy or process is alleged, the HPCM shall escalate the matter to the Commissioner of DHR. The HPCM may escalate a matter to the Commissioner of DHR even after referring the matter to the IG for investigation. The HPCM shall notify the IG of all matters escalated to the Commissioner of DHR. If the HPCM finds no violation or breach of policy or process, the HPCM shall end the escalation and release the requisition.
3. Upon receipt of an escalated matter from a Recruiter or Analyst, the Commissioner of DHR shall take whatever action he or she deems appropriate.

4. Once a matter has been escalated, the Commissioner of DHR or her designee shall have the authority to continue the temporary suspension of the requisition until an investigation is completed or to release the suspension and allow the hire to proceed. The Commissioner of DHR may release any suspension notwithstanding the fact that such matter has been referred to the IG for investigation.
5. After an investigation is completed, the findings and recommendations of the IG shall be reported to the Commissioner of DHR. The Commissioner of DHR shall review with the Corporation Counsel and the commissioner of the hiring department all such findings and recommendations. The commissioner of the hiring department has the authority and responsibility for employment actions in the hiring department; however, the Commissioner of DHR has the authority to terminate the hiring process, under advice of the Corporation Counsel.

F. Review and Audit of Hiring Data

The HPCM shall conduct regular reviews of data and other information regarding the Hiring Processes, including:

1. Review of all instances where hiring departments engaged in prohibited contact, as defined in Section II.8, with DHR for the purpose of discussing individual actual or potential applicants or bidders for any non-Exempt position.
2. Monthly audits of (a) any modifications of job descriptions, minimum qualifications, or screening/hiring criteria; (b) candidate/bidder lists; (c) the test administration and scoring; and (d) overall hiring/promotion decisions, including all documents and notes maintained by individuals involved in selection process.
3. Review of any justification memos or written rationale memos as described in Section XI.B.10 where no consensus selection was reached during the "consensus" meeting.
4. Quarterly review of in-process and/or completed hiring sequences by selecting a random sample of hiring sequences opened and/or closed during that quarter within the City's infrastructure departments, along with a random sampling from six additional City departments.

G. Monitoring

1. The HPCM and his/her designee(s) will participate in random, in-person monitoring of intake meetings, screenings, testing, interviews, and consensus meetings. To facilitate such monitoring, the scheduled time and location of all such activities shall be maintained in the RMS, and the HPCM and his/her designee(s) shall have access to this information.
2. To the extent that the HPCM and his/her staff identifies an irregularity during

attendance at any of the above described stages in the Hiring Process that requires escalation, the escalation process described in Section XI.A shall be followed.

H. Adherence to "Exempt" List, Review of Senior Manager Hires, Compliance with Acting-Up Policy, Audit of Certifications

The HPCM shall conduct quarterly reviews to ensure that:

1. The City is in compliance with the Court-approved Exempt List;
2. The City is in compliance with the Court-approved Acting-Up Policy;
3. The City is in compliance with the Court-approved Senior Manager Hiring Process;
4. The City has obtained the required Certifications attesting that no political reasons or factors were considered in the applicable employment action as required in Section II.3.

I. Reporting Requirements

All information gathered by the HPCM and his/her staff pursuant to the duties described above shall be available to the DHR Commissioner and his/her designated staff, and the Department of Law for review.

1. The HPCM shall issue reports to the DHR Commissioner (or designee), the Corporation Counsel and the Inspector General in each of the four areas described in Section XIII.F "Review and Audit of Hiring Data."
2. After review of all matters escalated during any hiring sequence and resolution of such matters, the HPCM will report on issues identified, the HPCM's review of same, and the proposed or actual resolutions of those escalated matters.

J. Recommendations for Corrective Actions

1. To the extent that problems are identified by the HPCM, the HPCM may make recommendations for corrective action to the Commissioner of DHR.
2. Along with the reporting duties identified above, if the HPCM believes that there is non-compliance with applicable hiring rules, policies, or procedures, the HPCM shall promptly notify the DHR Commissioner, his/her designated staff, the Corporation Counsel, and the Inspector General if appropriate, of the relevant facts and conclusions, and may make recommendations for appropriate corrective actions.

3. To the extent that the HPCM identifies systemic problems and/or violations, the HPCM shall report such problems or violations to the DHR Commissioner, the Corporation Counsel and the Inspector General, if appropriate.

K. Other City Compliance Measures

Nothing herein shall prohibit the City from developing or instituting other procedures to ensure compliance with the New Plan, so long as such measures do not undermine the procedures described above or the Accord Complaint Process identified in the Accord. If the City elects to institute a Complaint System, in addition to the Accord Complaint Process, any complainant that uses such system must be immediately advised that 1) he/she has the right to contact the Inspector General's Office directly about the complaint through that office's hotline or otherwise and 2) that, if the complainant is a City employee, he/she has an obligation to report any allegation of unlawful political discrimination in the Hiring Process to the Inspector General.

XIV. CONCLUSION

The New Plan ensures fair and competitive hiring primarily due to its structural changes to the hiring process and its audit capabilities in all phases of the process. Under the New Plan, the IG, the Commissioner of DHR, the HPCM, the Executive Director of the Office of Compliance and the Corporation Counsel play significant substantive roles in the compliance and governance system. Vesting oversight and accountability in a number of departments and positions ensures greater transparency, builds checks and balances into the system, and is consistent with the best practices model for effective compliance and ethics programs. Internal control best practice standards adopted by the corporate sector rely on a similar, diversified system of authority and governance and frown on models which divest too much authority in one department or position.

Other significant changes that strengthen the reliability of the process include: requiring applications to be submitted online; replacing interviewing with the use of randomly generated hiring lists for a majority of the annual hires; and shifting many of the key hiring process functions from the departments to a robust DHR. These changes target and address the identified weaknesses in the current hiring process and rid the system of much of the current individual discretion which exists in City hiring.

Additionally, the New Plan adopts a comprehensive technology system and embeds compliance controls into that technology which provide a computer generated record of each and every change to the process. Further, the technology allows every interested party to trace a hire through each step of the process and to identify any time the predetermined process is not followed. Finally, the New Plan's compliance and governance system provides for ongoing risk identification, risk mitigation, independent investigation and corrective action to deter, detect and address issues relating to the hiring process.

Exhibit I.1

EXEMPT POSITION HIRING PROCESS

Positions which are to be hired pursuant to the Exempt Hiring Process are those where political reasons or factors may be considered. For positions on the Exempt List (Accord Exhibit II.G), the City may consider political reasons or factors in taking employment actions. Modification of the Exempt List is governed by the terms of the Accord. *See* Accord, Section II.G which also covers exemption changes.

Exhibit I.2

Senior Manager Hiring Process

Positions which are to be hired pursuant to this Senior Manager Hiring Process are those where political reasons or factors¹ will not be considered but where the senior manager nature of the position makes discretion and flexibility in hiring appropriate and justifiable in order to build an accountable and qualified management team. Such positions are listed on the attached Exhibit "II.E.2".

Senior Manager positions are (1) not covered by collective bargaining agreements; (2) not career service positions (i.e. they are employees at will); (3) not Shakman exempt; and (4) involve significant managerial responsibilities.

The process for hiring into Senior Manager positions is as follows:

¹ The New Plan shall define "political reasons or factors as including any of the following:

1. Recommendations for hiring, promotion or other employment terms of specific persons from public office holders or political party officials that are not based on personal knowledge of the job applicant's work skills, work experience or other job-related qualifications. (But such recommendations from public office holders or political party officials that are based on their personal knowledge of the applicant's work skill, work experience or other job-related qualifications are permitted.)
2. The fact that the job applicant worked in a political campaign or belongs to a political organization, or political party. Or the fact that the job applicant chose not to work in a political campaign or to belong to a political organization or a political party. The mere fact that a person worked for a political campaign for elective office does not prohibit a recommendation related to that person insofar as the basis for that recommendation relates to the person's relevant work experience.
3. The fact that the job applicant contributed money, raised money or provided something else of value to a candidate for public office or a political organization. Or the fact that the job applicant chose not to contribute or raise money for a candidate for public office or a political organization.
4. The fact that the applicant is a Democrat or a Republican or a member of any other political party or group. Or the fact that the applicant is not a member.
5. The fact that the applicant expressed views or beliefs on political matters such as what candidates or elected officials he or she favored or opposed, what public policy issue he or she favored or opposed, or what views on government actions or failures to act he or she expressed."

1. The hiring department shall prepare and forward to the Department of Human Resources a job description for each Senior Manager position for which a vacancy exists. Such description shall describe the responsibilities and the minimum qualifications of the position.
2. If the hiring department seeks solely internal City candidates, candidates external to the City or both, the job description shall say so and be posted for no less than seven (7) days on the City's publicly available internet site or with clear linked directions to another publicly available internet location.
3. For vacancies open solely to internal City candidates as well as vacancies open to both internal and external candidates, the hiring department may refer a candidate to the Department of Human Resources and if such candidate meets the minimum qualifications for the position, the Department of Human Resources shall add the candidate to the referral list.
4. All interested candidates shall send their applications and supporting job related materials, if any, to the Department of Human Resources within the applicable posting period. The Department of Human Resources shall maintain copies of the applications and supporting job related materials (including any recommendations for the applicant from any source), if any, as part of the "Hiring Packets" for Senior Manager Hires and shall forward such documents for all candidates meeting the minimum qualifications to the hiring department as they are received. The hiring department shall review the submissions to insure that candidates meet the minimum qualifications for the position and may schedule and conduct interviews for the position for those candidates, if any,

who, in the sole discretion of the hiring department, should be interviewed. However, subject to the presence of enough candidates meeting the minimum qualifications, the hiring department shall interview at least one more candidate than open positions for three or fewer openings, two more candidates than open positions for four or five openings and three more candidates than open positions for greater than five openings. The hiring department may begin interviewing such candidates upon receipt of the candidates' documents from the Department of Human Resources and need not wait for the expiration of the applicable advertising period – as defined in #2 of this Process – before initiating interviews. Any such applications, referrals or interview evaluations may be used for a period of three years from the date of the application.

5. Any City employee who interviews a candidate for a Senior Manager Hire shall independently and personally complete an evaluation form for the candidate at the conclusion of the interview. The evaluation form shall include a “Senior Manager Hire Certification Form” signed by the evaluator, a copy of which is attached hereto as Exhibit “X”.
6. The hiring department may reject all applications forwarded by the Department of Human Resources with or without conducting interviews. If all applications are rejected by the hiring department, the Department of Human Resources shall purge the applications and post the job description again, according to the requirements of #2 of this Process.
7. Prior to extending an offer of employment, the Commissioner of the hiring department shall review all of the evaluation forms prepared by the interviewers of the candidate

whose hire is being recommended, prepare in writing the reasons for selecting the successful candidate (“Reasons for Hire”) and shall complete and sign the Senior Manager Hire Certification Form.

8. The successful candidate shall also execute a Senior Manager Hire Certification Form. The evaluation, Reasons for Hire, all Senior Manager Hire Certification forms and any recommendation received by the hiring department shall be forwarded to the Department of Human Resources and be made a part of the Hiring Packet.

In order to establish procedures for internal control over the discretion contemplated by this Process the following provisions shall apply:

1. A notice of each senior manager hire under this Process showing the name, address and position shall be delivered by the Department of Human Resources to the Shakman Decree Monitor (“SDM”) and plaintiffs counsel within 30 days of the effective date of each such hire.
2. The entire Hiring Packet for each Senior Manager hire (including all Senior Manager Hire Certification Forms and the Commissioner’s Reasons for Hire) shall be preserved for three years by the Department of Human Resources and copies shall be delivered to the SDM and plaintiffs counsel upon request.
3. The SDM shall be notified by email of the time and place of each interview immediately upon scheduling of the interview with the interviewee, and the SDM may be present to monitor any interview at her request.

4. The name of each Senior Manager hire shall be posted on the City's publicly available website. During the first month of each calendar quarter, the City shall deliver to the SDM and plaintiffs counsel a notice stating the ward of residence of each Senior Manager Hire during the prior quarter, the number of Senior Manager Positions held by the residents of each ward as of the end of the prior quarter and the change in such numbers since the beginning of the year.

5. Each applicant shall execute prior to the commencement of employment a Senior Manager Hire Certification Form under penalty of perjury. Any such statements therein which prove to be false shall be grounds for the hire of the individual to be rescinded.

Exhibit I.3

PROCEDURES FOR HIRING/TRANSFER PROCESS FOR PRIVATE SECRETARY OR ASSISTANT TO DEPARTMENT OR AGENCY HEAD AND SCHEDULE G EXEMPT EMPLOYEES.

I. PURPOSE

These procedures describe the Hiring/Transfer Process for Private Secretaries or Assistants assigned to Department or Agency Heads and Schedule G Exempt Employees as identified in Exhibit II.G of the Agreed Settlement Order and Accord in Shakman v. Democratic Organization of Cook County et al., 69 C 2145 (“the Accord”) as required by Exhibit II. F (1) of the Accord.

NOTE: This process does not require posting of job vacancies, screening for qualifications or conducting interviews.

II. DUTIES

The private secretary or assistant will provide administrative support to the department or agency head, or provide administrative support to any exempt position listed on Schedule G, and serve in the capacity as a private secretary or assistant to the agency or department head or exempt position listed on Schedule G .

III. SELECTION PROCESS

- A. The department/ agency head must submit to the Department of Human Resources (“DHR”) a request to use the Assistant Hire/Transfer Process.
- B. The department must have an existing vacancy in their budget. The department must submit an approved A-Form, Per-14, and organizational chart highlighting the reporting structure of the requested position.
- C. Political factors as described in Section I.B. of the Accord cannot be considered when selecting a Private Secretary or Assistant.
- D. Individuals selected must sign the Shakman Certification Form.
- E. The Department or Agency Head and the Exempt Schedule G employee must also sign the Shakman Certification Form.
- F. Upon approval from DHR, the department may proceed with the requested hire.

IV. REMOVAL PROCESS

A secretary or assistant hired or transferred pursuant to the process described in Section III above may be terminated at the discretion of the department or agency head or an individual holding an exempt position listed on Schedule G.

Approved July 30, 2007

Exhibit I.5

PLAN FOR HIRING STUDENT WORKERS

Student workers are defined as students currently enrolled in an accredited high school, college, university, or professional school (collectively referred to as "school") seeking to be employed by the City of Chicago in a temporary non-permanent student worker position. The City of Chicago may hire student workers without complying with the Detailed Hiring Provisions, however, student workers shall not be hired based on political factors. Student workers may be recruited through special recruiting procedures, such as job fairs, conferences, or on-campus interviews, or may be referred through programs such as work study programs, fellowships, internships, externships, or other programs approved by the Department of Human Resources. Student workers may also apply through the City's on-line application process. The following procedures will apply to the hire of student workers:

1. The program description and application materials for all student worker positions will be published in a manner designed to generate a large pool of applicants relative to the number of positions to be filled.
2. The hiring department will provide the Department of Human Resources with copies of all notices, distributed materials, applications, and recommendations for hire, as well as all required certifications that there were no political considerations involved in the hiring process. Any recommendations from any elected official, member of the Mayor's Office or any political organization must be recorded and included in the file that is forwarded to the Department of Human Resources.
3. The recommendations by the hiring department regarding those student workers to be hired will be provided to the Department of Human Resources for review.
4. Prior to the extension of an offer, the Department of Human Resources will review the foregoing information to confirm that the recommended candidate meets the eligibility requirements set forth in the job description, and that all documentation required by this process has been provided.
5. Certifications from individuals involved in the hiring process from the hiring department, the Department of Human Resources, the Mayor's Office and the student worker reflecting that no political considerations were involved in the hiring process will be obtained before the student worker is extended an offer of employment.
6. Once hired, student workers need not reapply in order to work during subsequent school breaks or during the summer, provided the student worker remains enrolled in school. However, in order to fill any permanent position, the City and the student worker must comply with all applicable hiring requirements.

Exhibit I. 6

INSPECTOR GENERAL'S OFFICE HIRING PROCEDURES

Introduction

These Inspector General's Office Hiring Procedures are an amendment to the Detailed Hiring Provisions for Compliance with the Shakman Judgment ("the Detailed Provisions"), as amended, and provide for an alternative method of recruitment and selection of employees of the Inspector General's Office.

These Hiring Procedures are intended to provide the Inspector General's Office with a method of hiring employees that maximizes the independence of the Inspector General's Office and helps to ensure that its employees are nonpartisan and free from conflicts of interest.

A. Methods of Obtaining or Accepting Applications

1. Available positions with the Inspector General's Office shall be advertised and posted at the location where other City of Chicago positions are posted, as well as either (a) on the Inspector General's Office website, (b) on the Department of Human Resources' website, or (c) through another publicly-available website. The notice of available positions shall remain posted and the application period shall remain open for a minimum of 14 days. The notice shall list the minimum qualifications and screening criteria and shall state that the Inspector General's Office requires that its employees be nonpartisan and free from conflicts of interest.

2. The Inspector General's Office may recruit individuals to apply for available positions in order to attract the most highly-qualified, conflict-free candidates.

3. Applications for such positions shall be sent directly to the Inspector General's Office, as specified in the notice. Any applications for such positions received by the Department of Human Resources shall be forwarded to the Inspector General's Office.

4. All applicants shall submit a resume, transcripts from their educational institution(s), a writing sample or essay if requested in the hiring advertisement, and any other requested information relevant to the position involved. All application materials shall be made part of the Hiring File.

B. Screening and Interviewing Applications

1. At least two members of the Inspector General's Office designated by the Inspector General shall review the applications and select applicants for interview based on the screening criteria set for the applicable position.

2. Applicants selected for an interview shall be interviewed by at least three senior or supervisory employees in the Inspector General's Office, each of whom shall fill out an Evaluation Form prescribed by the Inspector General's Office. The Evaluation Forms shall be made part of the Hiring File.

3. The Inspector General's Office may ask questions of its applicants to determine whether the applicants have ties to City officials or City political figures or entities. The Inspector General's Office shall create a written record of the information supplied by the applicants on this subject, and may require applicants to provide such information in writing as part of the application process. The documents containing this information shall be made part of the Hiring File. In making its hiring decision, the Inspector General's Office may consider this information in determining whether the applicant would be able to pursue the mission of the Inspector General's Office without any conflicts of interest.

4. The Inspector General's Office shall retain applications for three years after receipt and may contact applicants for the purpose of filling any position. The Inspector General's Office may rely on its previous screening or may have the applicant re-screened.

C. The Hiring Decision

1. For each applicant who is interviewed, the Hiring File shall be distributed to the Inspector General's Office Hiring Committee, which shall consist of the Inspector General plus at least five other senior or supervisory employees in the Inspector General's Office selected by the Inspector General. The Hiring Committee shall meet to discuss the qualifications of the applicants interviewed. The Shakman Decree Monitor shall be given at least 48 hours advance written e-mail notice of each such meeting. At each Hiring Committee meeting, the Shakman Decree Monitor or an individual appointed by the Court or by the Shakman Decree Monitor may be present and may review all documentation.

2. At the meeting, each member of the Hiring Committee shall state his or her views on each interviewed applicant and shall state in writing his or her opinion as to whether each interviewed applicant is qualified or not qualified. If the Inspector General has not interviewed an applicant at this point in the process, the Inspector General shall do so before making a decision on employment. The Inspector General shall make the final decision as to which action to take.

3. For each applicant hired by the Inspector General's Office, the Inspector General shall complete a Hiring Decision Form stating the reasons for the hiring decision. This form shall be made part of the Hiring File.

4. As to each applicant hired by the Inspector General's Office, the applicant, the Inspector General, and all Inspector General's Office employees who participated in the

evaluation or hiring process shall, under penalties of perjury and possible loss of employment, sign an affidavit stating that, except for the consideration of political factors for the sole purpose of addressing possible conflicts of interest, the evaluation of the applicant, the hiring decision and the recommendations regarding the applicant were not based on or affected by political considerations, including political sponsorship, affiliation, or support. Such affidavits shall be made part of the Hiring File.

5. Within one week of the applicant being hired by the Inspector General's Office, the Inspector General's Office shall forward the Hiring File to the Shakman Decree Monitor.

6. Within 30 days of the applicant being hired by the Inspector General's Office, the Inspector General's Office shall post on its website or the Department of Human Resources' website the following information: (i) the number of people who applied for the position, (ii) the number of people interviewed, and (iii) whether at least two members of the Hiring Committee considered the applicant not qualified for the position. The information shall remain posted until replaced with the annual data for categories (i) - (iii) along with (iv) a geographical breakdown of the residences of the employees hired during the year by ward of residence for each year after 2005. Such annual information shall remain so posted for five years. In addition, each quarter, the Inspector General's Office shall post on its website or the Department of Human Resources' website a geographical breakdown of the residences of its employees showing the number of employees who live in each ward.

7. For those applicants hired by the Inspector General's Office, the Hiring File will be maintained by the Inspector General's Office for a period of 10 years unless otherwise ordered by the Court. For applicants not hired, the Hiring File will be maintained by the Inspector General's Office for a period of 5 years unless otherwise ordered by the Court. The

Hiring File and other hiring documentation shall remain confidential within the Inspector General's Office and shall not be disclosed, except to the Court, the Shakman Decree Monitor, and such other individuals or entities as the Court or the Shakman Decree Monitor deem appropriate for the purpose of monitoring or conducting an audit or review. Nothing in this document shall make the Hiring File or other hiring documentation a public record.

Exhibit I.7

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MICHAEL L. SHAKMAN and PAUL
M. LURIE, *et al.*,

Plaintiffs,

vs.

THE DEMOCRATIC ORGANIZATION
OF COOK COUNTY, *et al.*,

Defendants.

No. 69 C 2145

JUDGE BUA

ORDER

This matter coming before the Court on Defendant City of Chicago's Motion For Amendment of Detailed Hiring Provisions and For Immediate Effectiveness Thereof, due notice have been given and counsel for plaintiffs having agreed to the Motion, it is hereby ordered that Defendant City's Motion is granted and that the City's Detailed Hiring Provisions are amended by adding thereto the Attorney Hiring Procedures in the form submitted to the Court, a copy of which being attached hereto, such amendment to be effective immediately.



Nicholas J. Bua
as U.S. District Court

Dated: May 11, 1989

INTRODUCTION

These Attorney Hiring Procedures are an amendment to the Detailed Hiring Provisions for Compliance with the Shakman Judgment, as amended, and provide an alternative method of recruitment and selection of attorneys for employment with the Office of the Corporation Counsel.

ATTORNEY HIRING PROCEDURES

A. Methods of obtaining or accepting applications.

The Department of Law may proceed in one or more of the following manners to solicit applicants for positions as lawyers:

1. Recruiting, as provided for in IV.I of the Provisions (Campus Recruiting, Hard to Fill positions).
2. By referral from Law Schools, individual Law Professors and practicing attorneys.
3. By active recruitment from practicing attorneys, including internally, and Law School staffs. If the Corporation Counsel recruits an applicant personally, or causes an applicant to be so recruited, the Corporation Counsel may not communicate his/her opinion regarding the applicant, either directly or indirectly, to any member of the Hiring Committee.
4. Acceptance of unsolicited applications.

5. In addition to the methods of obtaining or accepting applications listed above, available attorney positions shall be advertised and posted through the Department of Personnel in accordance with Chapter III of the Detailed Hiring Provisions for Compliance with the Shakman Judgment, except that application for such positions shall be made at the Department of Law as specified in such advertisement and posting.

B. Screening.

All applications for employment as an attorney shall be screened in the following manner.

1. Each applicant shall submit a resumé, two writing samples and any other requested information relevant to the position involved. These materials shall be reviewed by at least two members of the Law Department designated by the Corporation Counsel, who shall select applicants for interview based on criteria set for one or more positions in the Plan of Compliance. Such criteria may be supplemented by additional criteria appropriate to the particular position to be filled, prior to the inception of the hiring process.

2. Each applicant so selected shall be interviewed by at least three attorneys in the Law Department, each of whom shall fill out an evaluation form prescribed by the Department of Law.

3. The evaluation forms shall be submitted, together with all other application materials, to the Law Department's Hiring Committee, which should consist of

at least 6 attorneys in the Law Department selected by the Corporation Counsel. At each Hiring Committee meeting, there shall be present an employee of the Department of Personnel, designated by the Commissioner of Personnel. Such person shall have the right to review all pertinent documentation, but shall not have the right to vote on the recommendation. The Hiring Committee shall make a recommendation to the Corporation Counsel as to whether to hire or not to hire. Voting on the recommendation shall be by secret ballot.

C. The Hiring Decision.

After receiving the recommendation of the Hiring Committee, the Corporation Counsel may, but need not, consult with the Hiring Committee, any attorney who interviewed the applicant or any reference given by the applicant and may interview the applicant directly. The Corporation Counsel shall make the hiring decision, and may hire a person recommended by the Hiring Committee or may hire a person who has been screened by the Hiring Committee but has not been recommended. Provided, however, that if the Corporation Counsel hires an applicant not recommended by the Hiring Committee, the Corporation Counsel shall file a signed report with the Commissioner of Personnel stating the reason for the hiring decision and that no political considerations entered into the hiring decision. If, in addition, such applicant was actively recruited by the Corporation Counsel personally, the signed report shall state the reason(s) why the applicant was actively recruited.

- D. Written documentation concerning each step of the hiring process shall be maintained in the Law Department for 18 months following the hiring decision.
- E. No political consideration may enter into any part of the selection process by the Department of Law. Except as otherwise provided in the Provisions, all references to political affiliation shall be omitted from the hiring process.
- F. Nothing in this part shall make hiring documentation a public record, and while the auditor may have access to such documentation for the purpose of conducting the audit, such records shall be deemed confidential and no further disclosure can be made except as otherwise provided by law.
- G. The Department of Law may retain applications for 18 months after receipt and may contact applicants for the purpose of filling any position. The Department may rely on screening previously done or may have the applicant re-screened.

POLICY AND GUIDELINES FOR USE OF ACTING UP

A. GENERAL CONSIDERATIONS

The City and the Hiring Monitor have worked to create a process to guide departments in administering acting up into Shakman-protected titles. *Acting Up is the Exception, not the Rule.* Acting up for temporary periods is sometimes unavoidable. However it should never be the option of first resort and departments are expected to take every reasonable step to ensure that vacancies are filled in a timely and appropriate fashion.

These guidelines relate to Shakman-protected titles. Because of this, it is never appropriate for political considerations to play any part in determining whether an employee will act up.

Please note that no individual is permitted to act up in any position or positions, for more than 520 hours in any calendar year, unless they have received an approved waiver from the Commissioner of the Department of Human Resources. *See* section G below.

Each department must also maintain a copy of this documentation in accord with its document retention policy. Copies of all documentation described in this policy should also be submitted to the Department of Human Resources and the Department of Law Compliance and Internal Audit Division.

These guidelines and instructions are by necessity general. It is each department's responsibility to disclose any operational problems with implementing this policy and seek guidance and approval before taking any action not in compliance with this policy. Any such requests must be made to:

Theresa Hill, Asst. Commissioner

Department of Human Resources,
Division of Workforce Compliance
City Hall, Room 1100
(312) 747-8961
Theresa.Hill@cityofchicago.org

B. DEFINITIONS

For the purposes of this acting up policy, the following terms have the meaning noted below:

Acting Up – Acting up is where an employee is directed to, and does perform, or is held accountable for, substantially all of the responsibilities of a higher-level Shakman-protected title.

Bargaining Unit employee – A bargaining unit employee is any employee whose terms and conditions of employment are governed by a collective bargaining agreement between the City and a labor union.

Hour – An hour is any incident of acting up regardless of duration within a working hour, whether paid or unpaid. For instance, acting up in a 30 minute increment would count as an hour under this policy.

Hiring Official – A hiring official is the manager who has final authority to select which employee shall act up.

Relevant Pool – A relevant pool is a list of employees and their seniority dates in a bargaining unit who are eligible to act up in a higher rated title. Generally, this includes all employees in the title directly below the acting up title. However, please consult any applicable collective bargaining agreements in determining which employees must be included in a relevant pool.

Screening and Eligibility List – A Screening and Eligibility List is a listing of all employees who expressed interest in acting up and it describes which employees are actually eligible to act up in the higher rated title.

Shakman Certification – A Shakman Certification is a certification that political considerations played no role in the decision to act up.

C. USE OF ACTING UP FOR NON-BARGAINING UNIT EMPLOYEES

If the employee is in a Shakman-protected position, which is **not in a bargaining unit**:

- 1) If an employee will act up for a period of 168 hours or less, the hiring official may select an employee to act up in the position at his/her discretion. Departments **MUST** report all acting up, including those who will act up less than 168 hours.
- 2) If an employee will act up for a period of greater than 168 hours but less than 520 hours, the hiring official must do the following:

- a) Inform all employees eligible to act up in the higher position of the opportunity to act up *in writing*. The notice must include the criteria used to evaluate applicants for a permanent position. The notice must also include a date certain for submitting materials and the amount of time the eligibility list will be active, which is not to exceed one calendar year. The notice must request that interested employees submit a resume and a statement of their interest in the position. Save a copy of the notice.
 - b) The notice of the opportunity to act up should be communicated electronically to employees within the hiring department who have a City email account via the City's email system when feasible. In addition, the notice must be posted in a conspicuous and accessible place in or about the workplace where all eligible employees perform their duties.
 - c) Collect the materials from interested employees. Employees must be screened to determine if they have the present ability to do the job without further training. The screening must be based on criteria previously approved by the Department of Human Resources. Save a copy of all materials submitted by employees and all records of the screening.
 - d) Record the results of the screening on the attached form entitled, "Employees Acting Up in Higher Position – Screening and Eligibility List" (see **Attachment A**). Any person who did screening must also complete a "Shakman Certification - Employee Acting Up in Higher Position" form (see **Attachment B**). Save copies of all documents relating to the screening.
 - e) Interview those employees whom, based on the screening, have the present ability to do the job without further training. Record that the employee has been interviewed on the "Employees Acting Up in Higher Position – Screening and Eligibility List" form (see **Attachment A**). In addition, each interviewer must complete a Shakman Certification – Employee Acting Up in a Higher Position" form (see **Attachment B**). Save copies of all documents relating to the interview process.
 - f) The hiring official may select from a candidate from the "Employees Acting Up in Higher Position – Screening and Eligibility List" for the acting up position. The hiring official must prepare a memo to their Department Head and the Department of Human Resources that explains why the candidate was chosen. (see **Attachment C**) Once the decision is made, complete the Checklist to Accompany Shakman Certifications (see **Attachment D**) and send it and all other selection documentation to the Department of Human Resources Division of Workforce Compliance.
- 3) As an alternative to the process described in subsection 2 above, the hiring official may use the bargaining unit process described in Section D below. If the hiring official elects to use this alternative, "seniority" shall mean the continuous service date of the employees. Also, in the case of a non-bargaining acting up, relevant pools may and often will consist of more than one job classification. Where a relevant pool consists of more than one job classification, the hiring official must describe in the explanatory narrative that accompanies the relevant pool how the rotation among the multiple job classifications will occur. Based on a review of the relevant pool and explanatory narrative, the Department of Human Resources Workforce Compliance

Division may require changes to the relevant pool or require that the hiring official use the standard non-bargaining unit process.

D. ACTING UP FOR BARGAINING UNIT EMPLOYEES

If the employee is in a Shakman-protected position that is **in a bargaining unit**:

- 1) If the collective bargaining agreement contains specific provisions detailing the use of acting up, follow those procedures. That means that any specified process or limitation in that contract controls. For example, certain agreements (e.g. AFSCME, Laborers) require rotation of acting up opportunities among those qualified. However, if the contract does not prescribe a particular approach or is otherwise silent, the following procedures must be followed.
- 2) If the collective bargaining agreement is silent:
 - a) If an employee will act up for a period less than 520 hours, the hiring official must do the following:
 - a1) Identify all those employees who would be eligible to act up in the higher position. Normally this will be the classification immediately below the title where the employee will be acting up. Compile the names and the dates of seniority for each employee listed into a relevant pool. The hiring official may restrict the relevant pool by shift and geographic subdivision.
 - a2) The hiring official must attach to the relevant pool an explanatory narrative stating how the hiring official selected which employees make up the relevant pool. The narrative must also state how the hiring official intends to rotate the acting up opportunity and under what circumstances he/she normally uses actors. Save a copy of the relevant pool and explanatory narrative.
 - a3) The hiring official must send the relevant pool to his/her departmental personnel liaison. The departmental personnel liaison must then forward the relevant pool to the Department of Human Resources Workforce Compliance Division for approval. Upon approval, the relevant pool is valid until all names on the list have been exhausted or one year has passed since the list was created whichever comes later. Any necessary edits to the relevant pool because employees have begun or ended their employment or assignment must be submitted to the Department of Human Resources Workforce Compliance Division for approval.
 - a4) Eligible employees should be reviewed on the basis of seniority. If a position is filled with the most senior employee in the relevant pool, then no further justification is necessary.

- a5) If the hiring official selects an employee other than the most senior employee, the hiring official must provide to the Department Head a memorandum justifying the decision which includes providing the reasons for not selecting each employee in the relevant pool who is more senior to the selected employee. The department head must concur with the hiring official's decision and sign the memorandum noting his or her approval. A sample memorandum is attached (see **Attachment E**). Save a copy of the memorandum.

- b) Once the decision is made, the person who created the relevant pool and, if applicable the hiring official who selected a person not the most senior for the position, must complete a Shakman Certification – Employee Acting Up in a Higher Position” form (see **Attachment B**) and send it and all other selection documentation to the Department of Human Resources Division of Workforce Compliance. The person selected to act up should complete an Attachment B as well.
 - b1) A separate attachment B must be completed by the department head attesting that no political considerations factored into the creation of the relevant pool. When preparing the department head's attachment B, the employee name and employee job title fields should be left blank and “ – relevant pool” should be placed after the name of the acting title.
 - b2) A separate attachment B must be completed by the employee acting up each time the employee is selected to act up.

- 3) As an alternative to the process described in subsection 2 above, the hiring official may use any preexisting hiring list for the acting up position to select a member to act up. The hiring list must have been created pursuant to a Department of Human Resources approved hiring or promotional process. A referral list or other pre-selection list is not sufficient. If the hiring official elects to use this alternative, the department must seek approval from the Department of Human Resources Workforce Compliance Division to use the preexisting hiring list as its relevant pool. The hiring official must attach an explanatory narrative as with a relevant pool.

For example, certain departments (e.g. Fire Department) maintain promotional lists for positions where there is a need to act up. In those situations, the department may select individuals to act up from that list without further screening; however, the department must make the selection in order of seniority and rotate the opportunity in order of seniority as with a relevant pool. If a selection is made using this alternative, send a copy of the promotional list and all applicable Shakman Certifications (Attachment B) to the Department of Human Resources Division of Workforce Compliance.

E. REPORTING OF ACTING UP

All acting up into Shakman protected titles **MUST** be reported, regardless of duration or whether it was paid. For example, if an individual acts up for one hour in a given month, that individual must be included on the department's monthly report of acting up.

On the 6th of each month (or the next week day after the 6th) submit to the Department of Human Resources and the Department of Law Compliance and Internal Audit Division, the attached "Report of Employees Acting Up in Higher Position" form (see **Attachment F**) or your department's PRE-APPROVED modification. This form **must be submitted by all departments** irrespective of whether any employees have acted up within the last month.

Departments may modify acting up reporting forms to ADD information relevant to your operational needs. Departments shall not SUBTRACT anything from the acting up reporting forms, nor shall departments modify the Shakman certification.

F. ROTATION OF ACTING UP OPPORTUNITIES

In general, Acting Up opportunities must be offered to other qualified employees after the first selected employee has served 520 hours in the acting up position. If the department has compiled an eligibility list or relevant pool list for acting up, a hiring official may select the next qualified person from either a non-bargaining unit eligibility list or the next most senior person on a bargaining unit relevant pool list without further justification. In those cases, all persons who participated in the process of acting up any such employee shall complete a Shakman Certification – Employee Acting Up in a Higher Position" form (see **Attachment B**) and send it to the Department of Human Resources Division of Workforce Compliance and the Department of Law Compliance and Internal Audit Division.

In addition, departments may and are encouraged to rotate acting up opportunities in increments of less than 520 hours (for example 168 hours), where appropriate.

After being rotated out, employees must be allowed to return to the work location, assignment and shift that they would have held had they not acted up into the higher title.

G. ACTING UP OVER 520 HOURS

Occasionally, it may be necessary for a department to have an employee act up in excess of 520 hours. Departments should allow all qualified and willing employees an opportunity to act up prior to allowing any employee to act up in excess of 520 hours in a calendar year. The prohibition against acting up for 520 hours applies to acting up hours worked both consecutively and incrementally. This prohibition is a limitation to the employee, not the job title, which means that an employee may not act up in excess of 520 hours in ANY job title or combination of job titles. However, this prohibition applies only within a particular department and an employee who is permanently transferred to another department within a calendar year may act up within the new department.

No employee may serve in an acting up position in excess of 520 hours in any calendar year unless:

- 1) The department demonstrates that an employee is the only employee eligible to act up. The department must submit documentation in support AND provide the department's plans for filling the position permanently; or
- 2) The department has offered every employee on a prior approved relevant pool an opportunity to act up for at least 520 hours and the relevant pool is less than one year old. Upon approval by the Department of Human Resources, the hiring department may then start the rotation again with the most senior employee; or
- 3) The department head submits a written justification for why the appointment should continue, and the Department of Human Resources approves the request.

A department MAY NOT allow an employee to act up until they have received written approval from the Department of Human Resources Workforce Compliance Division. If a department has not received approval, then the acting up must cease before the employee is allowed to act up in excess of 520 hours. Documentation supporting an extension of acting up must be submitted no less than 10 business days prior to the day the employee will act up for 520 hours. Please save a copy of all justifications of employees acting up in excess of 520 hours.

The Hiring Monitor shall be provided copies of all documentation and justification requests by Department of Human Resources and/or the Law Department Compliance and Internal Audit Division.

H. RESOURCES

You can get answers to your questions about the Acting Up policy by contacting:

Torrick Ward, Compliance Attorney
Department of Law
30 N. LaSalle, Suite 1020
312-742-6579
tward@cityofchicago.org

CERTIFICATE OF SERVICE

I hereby certify that I have caused to be served by electronic filing true and correct copies of the Notice of Motion and Motion for the CITY OF CHICAGO HIRING PLAN in accordance with Fed. R. Civ. P. 5 (b) (2)(D) and 5 (b)(3) and applicable Local Rules on August 16, 2007.

s\ Tracey R. Ladner
Tracey R. Ladner
Managing Deputy Corporation Counsel

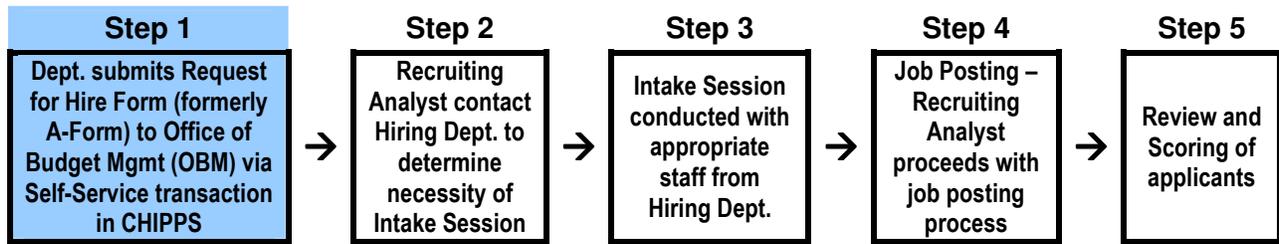
EXHIBIT 3

HIRING STANDARD OPERATING PROCEDURES

Non-Interview with Test - Offer

- Step 1: Department submits Request for Hire Form (formerly A-Form)**
- Step 2: Recruiter/Analyst contacts Hiring Department to determine necessity of Intake Session**
- Step 3: Intake Session conducted with appropriate staff from Hiring Department**
- Step 4: Job Posting - Recruiter/Analyst proceeds with job posting process**
- Step 5: Review and Score Applicants**
- Step 6: Recruiter/Analyst verifies bidder qualifications (Scoring)**
- Step 7: Bid Referral List - If posted as Bid-Only or Bid/Job Announcement**
- Step 8: Scoring/Screening Non-Bid Candidates**
- Step 9: Non-Bid Referral List**
- Step 10: Testing**
- Step 11: Terminated for Cause (TFC) and CATA Verification Begins**
- Step 12: Final review and approval of hire documents**

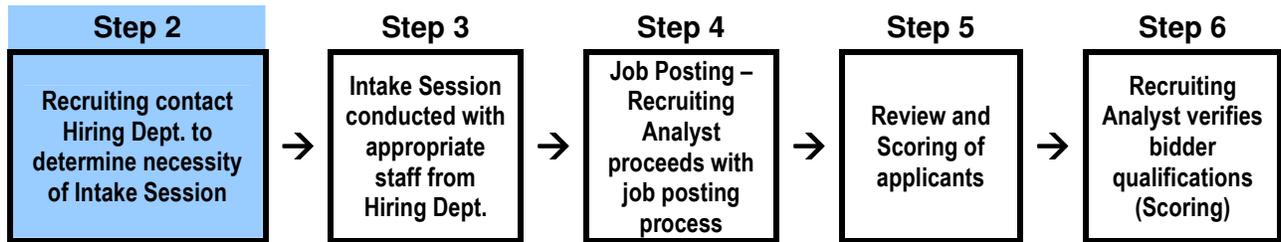
Step 1: Department submits Request for Hire Form (formerly A-Form) to Office of Budget Management (OBM) via Self-Service Transaction in CHIPPS



- The JOB Requisition (Req) feeds into automated application online system to employee database
- Pre-established Disqualifying Questions (DQs) are loaded into automated application system or they are manually entered following verification or change.

NOTE: Prior to posting vacancy Recruiter/Analyst must reference Employment Lists before proceeding to verify if there are eligible candidates on the various lists.

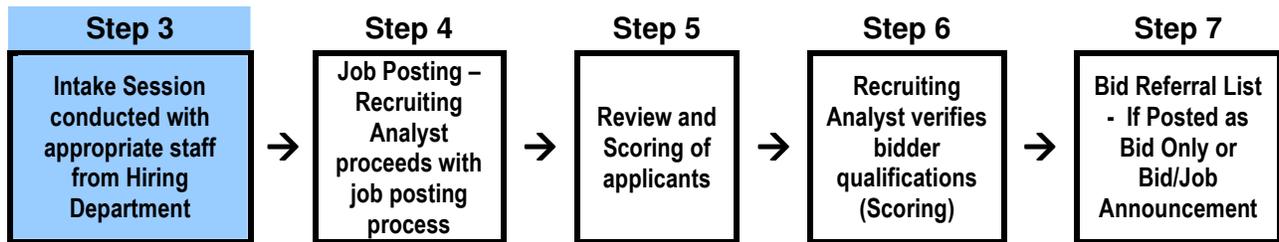
Step 2: Recruiter/Analyst contacts Hiring Department to determine necessity of Intake Session



An intake session is not necessary if the following conditions are met: the position is a bid-only posting or the position was posted after a previous intake session, provided changes were not made to the minimum qualifications, job duties, or screening/hiring criteria. A list of titles excluded from Intake Sessions is available.

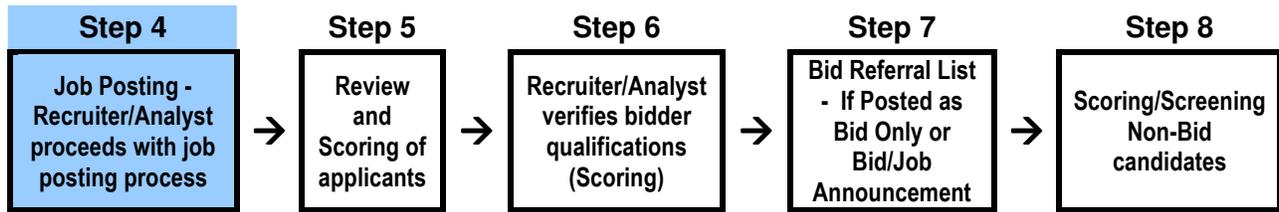
- If Intake Session required, Recruiter/Analyst coordinates with appropriate Hiring Manager to schedule the intake session.
- The Recruiter/Analyst notifies Federal Monitor's Office and the Inspector General's Office (IGO) via meeting request of Intake Session. Recruiter/Analyst sends meeting request to automated application system notes.

Step 3: Intake Session conducted with appropriate staff from Hiring Department



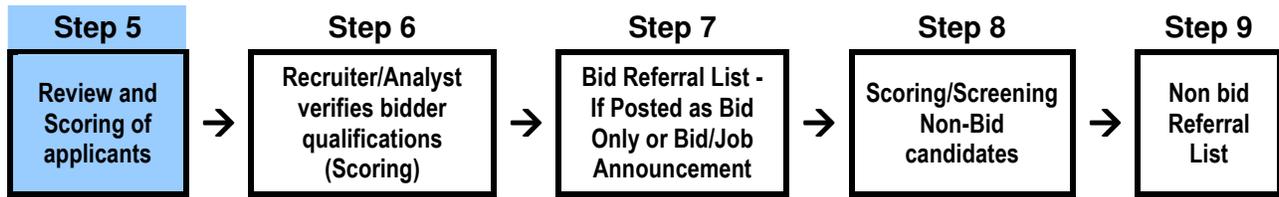
- Session determines screening and hiring criteria, job duties, recruitment resources/advertising, job specifications, and posting category (Bid/Job or Job Announcement), identifies interviewers, determines testing process, and verifies tentative posting dates and all other information concerning posting the position.
- Determine if Pre-Qualified Applicant (PQA) list was previously created for this title and has not expired. If so, no posting necessary if hiring manager would like to interview or hire from that PQA list. PQA list is valid for 1 year from candidate application date, per Accord.
- Hiring Department contacts the Testing Division about the requirements for the test and whether or not the interview is contingent upon the results of the test.

Step 4: Job Posting - Recruiter/Analyst proceeds with job posting process



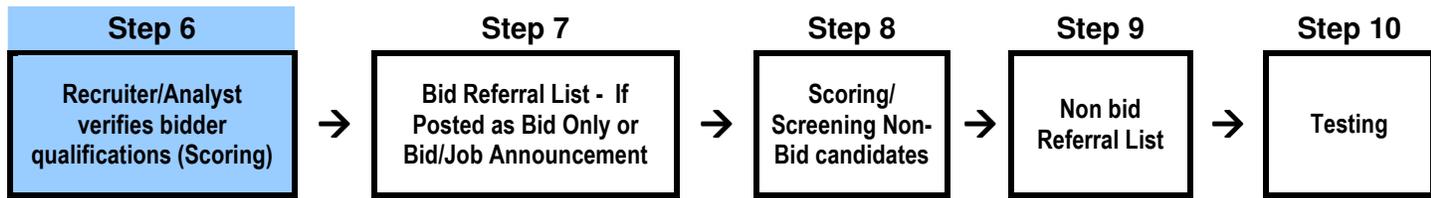
- Posting Process- Based on the screening criteria discussed during the Intake Session, Recruiter/Analyst creates the screening criteria, gets final approval via email from the hiring department, and documents the finalized criteria on the Screening Criteria Worksheet. If new criteria are created, they are approved and added to the automated application system
- Recruiter completes all information required in automated application system before submission of requisition for approval.

Step 5: Review and Score Applicants



- The Recruiter/Analyst sorts candidates using automated application system, verifies minimum qualifications and screening criteria and creates referral list of candidates who meet qualifications and can be considered by operating dept.

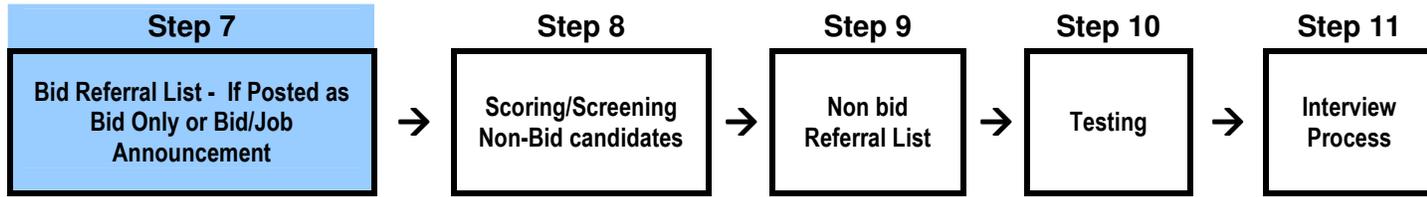
Step 6: Recruiter/Analyst verifies bidder qualifications (Scoring)



NOTE: To proceed with bid applicants, continue with Step 6. To proceed with non-bid applicants, move to Step 8.

- Sort bidder list verifying that person is already employed by this company and Bargaining Unit is accurate.
- Based on the employee database, verify each bidder applicant's status is eligible. If not eligible, candidate is disqualified.

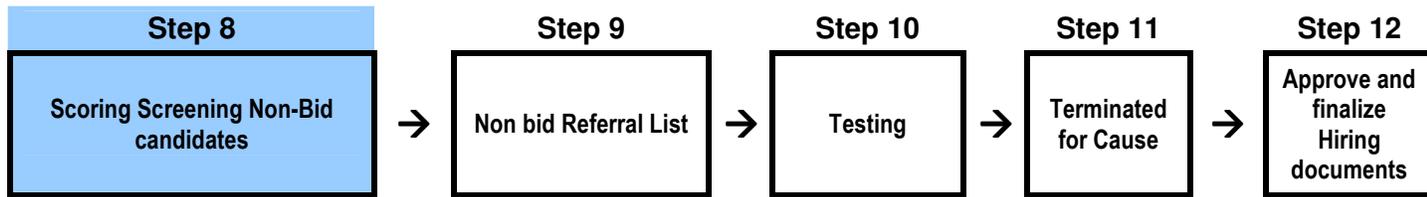
Step 7: Bid Referral List - If posted as Bid-Only or Bid/Job Announcement



- Review resumes in automated application system for any political reference or affiliation. If found, make comment in tracking tab that political reference was found. Provide a hardcopy of resume to IGO to determine if redaction is necessary.
- Recruiter/Analyst runs Bid Referral List by seniority via automated application system report and routes to IGO for approval
- "Share" candidate information (resumes, etc) via automated application system with Hiring Department.
- Email PDF of Referral List to Hiring Department.

NOTE: If redacting occurred, submit hardcopy of redacted documents to Hiring Department.

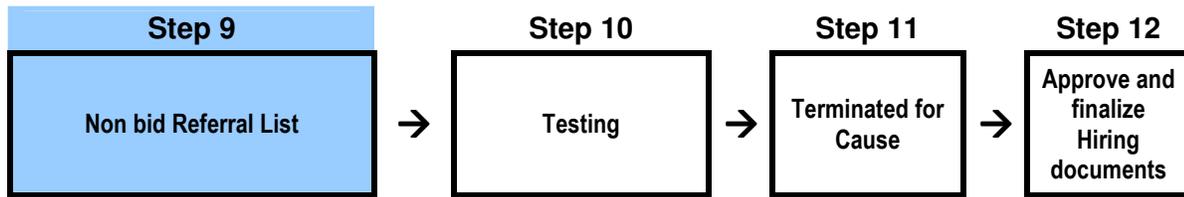
Step 8: Scoring/Screening Non-Bid Candidate(s)



Note: If screening criteria was not used, proceed to Step 9.

- Filter candidates by highest number of requirements and assets met according to the candidates' self-assessment.
- Starting from the highest tier of candidates:
 - Verify minimum qualifications: validate that the candidate meets minimum qualifications by comparing their response to the DQs in automated application system with the information provided on their resume tab.
 - Confirm that the candidate's answers to the screening questions accurately reflect the information provided on the resume tab.
- Review all candidates in that particular tier and determine if enough qualified candidates exist in that tier to create a referral list. If not, review the next tier and continue until sufficient qualified candidates exist to compile the referral list. Move top candidates to be referred.

Step 9: Non Bid Referral List



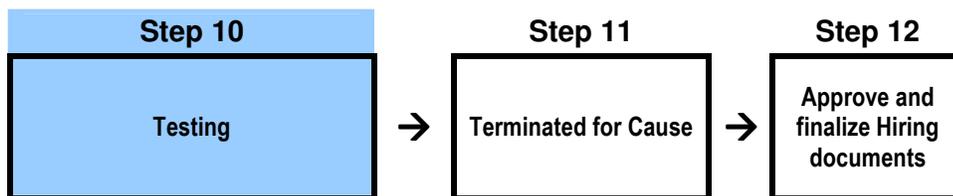
- Review resumes in automated application system for any political reference or affiliation. If found, make comment that political reference was found. Provide a hardcopy of resume to IGO to determine if redaction is necessary.
- Run applicable (lottery/non-lottery) referral list using applicant system automated application system report.

NOTE: If the position does not require a test and all candidates are relatively equally qualified, the Recruiter/Analyst should select and run the “Lottery Referral List.”

- “Request Contribution” in automated application system to IGO in order to review and approve the referral list.
- Upon approval, “Request Contribution” to Federal Monitor.
- “Share” candidate information (resumes, etc) via automated application system with Hiring Department.
- Email the PDF of Referral List to Hiring Department.

NOTE: If redacting occurred, submit hardcopy of redacted documents to hiring department.

Step 10: Testing



All tests and written exercises must be approved by the City prior to administration. Under **NO** circumstances can a department administer a test or conduct interviews prior to test approval by the City.

- If testing of candidates is required prior to interview, the hiring department must contact the Testing Division to coordinate the test administration. If interviews are contingent upon test results, the Testing Division notifies Recruiter/Analyst of results prior to the Hiring Department scheduling any interviews. In this situation, Recruiter/Analyst provides written notification to hiring department regarding eligible interviewees.
- All pre-existing tests and writing exercises must be submitted to DHR Testing Manager **at least 2 weeks prior** to a tentative interview date for approval. DHR recommends submitting existing tests earlier whenever possible.
- In most cases, requests for new, non-existing tests should be submitted to the Testing Manager **4-6 months** in advance of anticipated posting date. If purchasing a test, it may take up to 6 months to go through Procurement Process. It may take anywhere from 3 to 5 months to develop a test in-house.

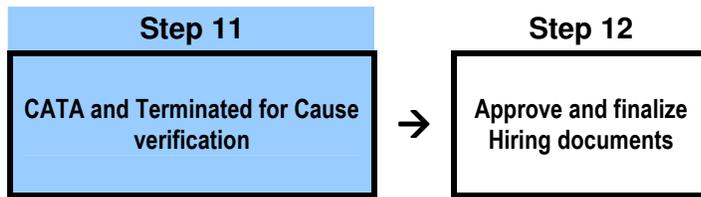
Step 10 – Continued

- Testing Division will notify the Hiring Department’s Human Resources Liaison (HRL) once test is approved. Testing Division will notify the Hiring Department’s Human Resources Liaison (HRL) once test is approved. The Department submits Monitor/IGO Notification Form, including all candidates scheduled for test, time, location, and all other pertinent information to designated mailbox: hr-interviews@cityofchicago.org, and copies the assigned Recruiter/Analyst. This form must be submitted **AT LEAST** five (5) business days in advance of first scheduled test. This Monitor/IGO Notification constitutes official notification to the IGO and Federal Monitor’s Office. Recruiter/Analyst moves candidates to step and status in Taleo of “Test-Scheduled.”
- For tests administered by DHR’s Testing Division, DHR will send out letters via U.S. mail to all test-takers informing them of their test results. These letters will be mailed out after all tests are scored, compiled, and initial results are submitted to the Recruiter/Analyst. Departments are **NOT** to notify candidates of test results.

NOTE: The posting language states that the candidate may request test results in writing to the Commissioner of DHR.

- After test results have been compiled by Testing Division, results are provided to Recruiter/Analyst to upload onto the designated Taleo requisition under the Administration tab. Recruiter/Analyst moves applicable candidates to Taleo step and status of either “Test – Passed” or “Test – Failed.” Lastly, Recruiter/Analyst moves candidates who have passed the test step and status in automated application system for test scheduling.

Step 11: CATA and Terminated for Cause verification



CATA and TFC verification begins. Recruiter/Analyst brings CATA and TFC results to Consensus Meeting if possible. If not, must have completed documentation prior to any offer being extended.

- Running CATA
 - For current City employees, Recruiter/Analyst moves all candidates in interview status to “RUN CATA”. If CATA results in automated application system “undetermined” Hiring Department must request hard copies of CATA records from candidate’s current Department.
- TFC Investigation
 - Recruiter/Analyst must check all selected candidates against the CHIPPS TFC List (PDF). If candidate’s name appears, Recruiter/Analyst follows the TFC Investigation Process to determine if candidate is eligible for hire.

Step 12: Hire Document Approval

- Hiring documents are submitted to the Inspector General’s Office for approval prior to recommendation of hire.
- If a test was administered separate from the interview or by the Testing Division, Testing Division is notified of approval to send test scores to all candidates.

EXHIBIT 4

CITY'S INFORMATION SECURITY POLICY

City of Chicago

Information Security Policy



Figure 1- Seal of the City of Chicago

Hardik Bhatt
Chief Information Officer

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I. Introduction

- A. The City of Chicago (City) intends to manage its information technology and information assets to maximize their efficient, effective, and secure use in support of the City's business and its constituents.
- B. This document, the Information Security Policy (Policy), defines the governing principles for the secure operation and management of the information technology used, administered, and/or maintained by the City and for the protection of the City's information assets.
- C. Violations of the City's Information Security Policy must be reported to Department Management or the Department of Innovation and Technology's (DoIT) Chief Information Officer.

II. Purpose

- A. To define the responsibilities of the City's officers, employees, agents, departments, commissions, boards, offices, and agencies with respect to appropriate use and protection of the City's information assets and technology.
- B. To ensure that the City's information assets and technology are secure from unauthorized access, misuse, degradation, or destruction.

III. Scope

- A. This Information Security Policy applies to the City of Chicago, its departments, commissions, boards, offices, and agencies, and all officers, employees, temporary employees, interns, vendors, consultants, contractors and agents thereof--collectively referred to as "User(s)". The principles set forth in this Policy are applicable to all information technology and assets, in all formats, used by the City.
- B. This Policy does not create any rights, constitute a contract, or contain the terms of any employment contract or other contract between the City of Chicago, any employee or applicant for employment, or any other person. Rather, this Policy details certain purposes, procedures, guidelines, responsibilities, and other matters the City of Chicago deems relevant to its management of information assets. The City reserves the right to amend this Policy or any part or provision of it.

IV. Definitions

Please familiarize yourself with the definitions in appendix A as part of your understanding of this Information Security Policy.

V. Organizing Information Security

A. Information Security Co-ordination

The Department of Innovation and Technology is responsible for designing, implementing and maintaining a City-wide information security program--in conjunction with other departments--and for assisting all City departments, agencies, offices, boards, and commissions in implementing and maintaining information management practices at their respective locations.

B. Allocation of information security responsibilities

The City's Chief Information Officer (CIO) is responsible for overall security of information assets and technology at the City. The CIO may delegate specific responsibilities related to information security to others within the City based on their job function.

C. Confidentiality Agreements

Employees, consultants, or contractors who use the City's information technology are required to read, understand, and agree to the City's Confidentiality and Acceptable Use Agreement regarding their responsibilities and conduct related to the protection of the City's information assets and technology.

D. Third Parties

The City often utilizes third parties in support of delivering business services. When, as a result, these arrangements extend the City's information technology enterprise or business processes into the third parties' computing environments—for example, in cases of Application Service Providers (ASPs)—the third parties must abide by this Policy, as applicable, unless specific additional provisions have been established through contractual agreements.

VI. Asset Management

A. Information Classification

The City's information, whether in electronic or physical form, can be categorized into three classifications. Due care must be taken to protect the City's information assets in accordance with the three classifications, as described within this Policy.

1. Confidential – Sensitive personally identifiable information (PII) used for business purposes within the City which, if disclosed through unauthorized means, could adversely affect the City's personnel, including employees and constituents, and could have legal, statutory, or regulatory repercussions. Examples include: information exempt from disclosure under the Illinois Freedom of Information Act (FOIA), information protected from disclosure under the federal Health Insurance Portability and Accountability Act

(HIPAA), other personnel information including Social Security numbers, and personal financial information including credit card data protected by the Payment Card Industry's Digital Security Standard (PCI DSS).

2. Internal – Information related to the City's business that if disclosed, accessed, modified or destroyed by unauthorized means, could have limited or significant financial or operational impact on the City. Examples include: strategic plans, vendors' proprietary information, and responses to Requests for Proposals (RFPs), information protected by intergovernmental non-disclosure agreements or other non-disclosure agreements, and design documents. Other information related to the City's information technology that is considered Internal includes dial-up modem phone numbers and access point Internet Protocol (IP) addresses.
3. Public – Information intended for unrestricted public disclosure in the course of the City's business. Examples include: press releases, public marketing materials, and employment advertisements.

B. Responsibility for Assets

1. Ownership of Assets

All information stored and processed over the City's technology systems is the property of the City. Users of the system have no expectation of privacy associated with the information they store in or send through these systems, within the limits of the federal, state and local laws of the United States and, where applicable, foreign laws.

2. Acceptable and Unacceptable Use of Assets

- a. To effectively conduct the City's business and operations, the City makes available to authorized employees and third parties various information technology resources, including e-mail, the City's Intranet, the Internet, and other communication and productivity tools. Use of these resources is intended for business purposes in accordance with Users' job functions and responsibilities, with limited personal use permitted only in accordance with the City's Ethics Ordinance, personnel rules, this policy, and other applicable City policies. The limited personal use of information technology resources is not permissible if it creates a non-negligible expense to the City, consumes excessive time, or violates departmental policy. The privilege of limited personal use may be revoked or limited at any time by the City or department officials.
- b. Users must not allow any consultant, visitor, friend, family member, customer, vendor or other unauthorized person to use their network account, e-mail address or other City-provided computer facilities. Users are responsible for the activities performed by and associated with the accounts assigned to them by the City.

- c. No User may use City-provided Internet or Intranet access or the City's Confidential or Internal information to solicit or conduct any personal commercial activity or for personal gain or profit or non-City approved solicitation.
- d. Users must not make statements on behalf of the City or disclose Confidential or Internal City information unless expressly authorized in writing by their Department Management. This includes Internet postings, or bulletin boards, news groups, chat rooms, or instant messaging.
- e. Users must protect Confidential or Internal information being transmitted across the Internet or public networks in a manner that ensures its confidentiality and integrity between a sender and a recipient. Confidential information such as Social Security numbers, credit card numbers, and electronic Protected Health Information (ePHI) must be transmitted using encryption software.
- f. Internal information such as email lists must not be posted to any external information source, listed in telephone directories, placed on business cards, or otherwise made available to third parties without the prior express written permission of the User's Department Management.
- g. Users must not install software on the City's network and computer resources without prior express written permission from the Department of Innovation and Technology. Person-to-person (P2P) applications, Voice over IP (VOIP), instant messenger (IM) applications, and remote access applications pose an especially high risk to the City and their unauthorized use is strictly prohibited. City business must not be conducted on any device that allows P2P communication (such as file sharing music applications) without explicit approval from the Department of Innovation and Technology.
- h. Users must not copy, alter, modify, disassemble, or reverse engineer the City's authorized software or other intellectual property in violation of licenses provided to or by the City. Additionally, Users must not download, upload, or share files in violation of U.S. patent, trademark, or copyright laws. Intellectual property that is created for the City by its employees, vendors, consultants and others is property of the City unless otherwise agreed upon by means of third party agreements or contracts.

- i. Users must not access the Internet, the Intranet or e-mail to use, upload, post, mail, display, or otherwise transmit in any manner any content, communication, or information that, among other inappropriate uses:
 - i. interferes with official City business;
 - ii. is hateful, harassing, threatening, libelous or defamatory, pornographic, profane, or sexually explicit;
 - iii. is deemed by the City to offend persons based on race, ethnic heritage, national origin, sex, sexual orientation, age, physical or mental illness or disability, marital status, employment status, housing status, religion, or other characteristics that may be protected by applicable civil rights laws;
 - iv. impersonates a person (living or dead), organization, business, or other entity;
 - v. enables or constitutes gaming, wagering or gambling of any kind;
 - vi. promotes or participates in unauthorized fundraisers;
 - vii. promotes or participates in partisan political activities;
 - viii. promotes or participates in unauthorized advertising of City projects and any advertising of private projects;
 - ix. compromises or degrades the performance, security, or integrity of the City's technology resources and information assets;
 - x. contains a virus, logic bomb, or malicious code;
 - xi. Constitutes participation in chain letters, unauthorized chat rooms, unauthorized instant messaging, spamming, or any unauthorized auto-response program or service.

VII. Human Resources Security

A. Prior to Employment

All employees, consultants, and contractors who use of the City's information technology as part of their job function are required to sign the City's Confidentiality and Acceptable Use Agreement.

B. During Employment

1. Information Security Awareness, Education, and Training

Security Awareness begins during the hiring process and it is the responsibility of the User to remain aware of current security policies. The City's Intranet site contains the City's Security Policies as well as educational materials such as the "Security First" presentation. Users should read the Security Reminders that are periodically distributed

by email. Users must also respond to the Information Security Notice that is displayed while logging on to City related systems.

2. Disciplinary Process

Any violation of this Policy, or any Part or provision hereof, may result in disciplinary action, including termination and/or civil action and/or criminal prosecution.

C. Termination or Change of Employment

1. Return of Assets

When a User leaves the City, all Information Assets remain the property of the City. A User must not take away such information or take away a copy of such information when he or she leaves the City without the prior express written permission of the City.

2. Removal of Access Rights

Upon termination of an employee or vendor, the person who requested access to technology resources must request the termination of that access using the City's access request procedure. In the event that the requestor is not available, the responsibility is placed upon the manager of the employee or vendor. The City may automatically disable or delete accounts where termination is suspected even if formal notification was by-passed.

VIII. Communications and Operations Management

A. Protection Against Malicious Code

1. It is the City's policy to conduct virus scanning of its technology resources to protect them from the threat of malicious code. The City will intercept and/or quarantine any networking and computer resource that poses a virus threat to its information assets.
2. All servers and workstations (networked and standalone) must have the City's approved antivirus protection software installed, properly configured, and functioning at all times. Additionally, systems that have not been issued by the City but that use the City's network must also be protected by antivirus software.
3. All incoming and outgoing e-mails must be scanned for viruses.
4. Users are responsible for ensuring that software, files, and data downloaded onto the City's workstations are properly scanned for viruses.
5. Users must conduct virus scans on all external media received or used by the City.
6. Users must ensure that all workstations (networked and standalone) have the most current antivirus signature files loaded.

B. Back-Up

1. The City will perform regular backups of User files stored on the City's file servers and storage media that are centrally managed by the Department of Innovation and Technology. This process will be coordinated in conjunction with the City's User departments based on their individual business needs.
2. The City will not back up multimedia files in formats including, but not limited to, .mp3, m4a, m4p .avi and .mov.

C. Media Handling

1. Disposal of Media

Except as otherwise provided by law or court order, electronic information maintained in a department's office will be destroyed by department staff or the Department of Innovation and Technology when the retention period expires, in compliance with the City's implementation of the State of Illinois Local Records Act.

D. Monitoring

1. Monitoring System Use

- a. Users should have no expectation of privacy in their use of Internet services provided by the City. The City reserves the right to monitor for unauthorized activity the information sent, received, processed or stored on City-provided network and computer resources, without the consent of the creator(s) or recipient(s). This includes use of the Internet as well as the City's e-mail and instant messaging systems.
- b. All information technology administrators, technicians and any other employees who by the nature of their assignments have privileged access to networks or computer systems must obtain written approval from the Department of Innovation and Technology to monitor User activity.

2. Clock Synchronization

All server clocks must be synchronized in a manner approved by the Department of Innovation and Technology in order to provide for timely administration and accurate auditing of systems.

IX. Access Control

A. User Access Management

1. User Account Management

- a. Access to Confidential and Internal data must be made using a formal Access Request Form.

- b. User accounts that have not been used for 90 days may be disabled without warning. After 180 days of inactivity, these accounts may be deleted without warning.
- c. Departments must use the access request process to notify the Department of Innovation and Technology of a change in employment status (such as when a User takes a leave of absence, transfers departments, or is terminated). The account of a User on a leave of absence can be retained, suspended, or deleted at the discretion of the User's department.

B. User Responsibilities

1. Password Use

- a. All e-mail, network, domain accounts must be password protected. All new accounts will be created with a temporary password. The temporary password must be changed upon first use.
- b. Mobile devices must be password protected; this includes but is not limited to personal digital assistants (PDA), smart phones, laptops, handhelds (e.g. Blackberries) and off-site desktops.
- c. Passwords used on the City's systems and on non-City systems that are authorized for use must have the following characteristics unless otherwise approved by the Department of Innovation and Technology:
 - i. Passwords must be a minimum of 8 characters in length;
 - ii. Passwords must contain both alphabetic and numeric characters;
 - iii. Passwords must not be the same as the username;
 - iv. Passwords must not contain proper names or words taken from a dictionary;
 - v. Passwords must be changed at minimum every 90 days; and,
 - vi. Passwords used for production systems must not be the same as those used for corresponding non-production system such as the password used during training.
- d. Passwords must not be disclosed to anyone. All passwords are to be treated as Confidential information.

2. Screen Savers

Use of password-protected screen savers is recommended to prohibit unauthorized system access. Screen savers should initiate after 15 minutes of inactivity. Password-protected screen savers are required on workstations that access Confidential information such as electronic Protected Health Information. Password-protected screen savers are also required on workstations that access Internal information if the workstation is not in an area that has restricted access.

C. Mobile Computing and Remote Access

1. Laptops, off-site computers, and mobile media that contain Confidential information must be encrypted using an encryption technique approved by the Department of Innovation and Technology. Mobile media that contain Internal information must be protected using an encryption technique approved by the Department of Innovation and Technology, a strong logon password, or restricted physical access in order to protect the data. Examples of mobile media include flash drives, DVDs, CDs, and external hard drives.
2. Personal media devices (for example, MP3 players such as iPods) must not be used as peripheral devices on City-issued workstations.
3. Remote access is provided by the City as an information conduit to assist in the accomplishment of municipal duties and goals. Any other use is strictly prohibited. Requests for remote access must have a valid business reason and be approved by the Department of Innovation and Technology.
4. All remote access connections must be through a secure, centrally administered point of entry approved by the City. Authorized remote access connections must be properly configured and secured according to City-approved standards including the City's password policy. All remote desktop protocol implementations must be authorized by the Department of Innovation and Technology. Remote access through unapproved entry points will be terminated when discovered.
5. Non-City owned computer equipment used for remote access must be approved and must also comply with the City's standards. The City will not be responsible for maintenance, repair, upgrades or other support of non-City owned computer equipment used to access the City's network and computer resources through remote access services.
6. Users who utilize workstations that are shared with individuals who have not signed a Confidentiality Agreement with the City must ensure that the City's data is removed or deleted after each use.

X. Information Security Incident Management

A. Reporting Information Security Events and Weaknesses

1. Violations of the City's Information Security Policy or any or all parts or provisions of this Policy must be reported to Department Management or to the Department of Innovation and Technology.
2. Users must ensure that a Help Desk representative is notified immediately whenever a security incident occurs. Examples of security incidents include a virus outbreak,

defacement of a website, interception of email, blocking of firewall ports, and theft of physical files or documents.

3. All reports of alleged violations of this Policy, or any part or provision hereof, will be investigated by the appropriate authority. During the course of an investigation, access privileges may be suspended.

XI. Compliance

A. Compliance with Legal Requirements

1. Intellectual Property Rights

- a. Intellectual Property that is created for the City by its employees is property of the City unless otherwise agreed upon by means of third party agreements or contracts.
- b. No User may transmit to, or disseminate from, the Internet any material that is protected by copyright, patent, trademark, service mark, or trade secret, unless such disclosure is properly authorized and bears the appropriate notations.

2. Prevention of Misuse of Information Processing Facilities

Users are prohibited from using the City's processing facilities—including data centers, network cabinets or closets, and other facilities housing the City's technology equipment-- in any way that violates this Policy, and federal, state, or municipal law, including, but not limited to, the City's Municipal Code and Personnel Rules.

3. Compliance with Relevant Laws and Regulations

By virtue of the City's services to its constituents and the nature of its legal status, the City is covered by certain laws and regulations dealing with security and privacy of information, most notably the Illinois Personal Information Protection Act (PIPA), the Health Insurance Portability and Accountability Act (HIPAA) and the Payment Card Industry's Digital Security Standard (PCI DSS). These laws and regulations, in some circumstances, may require additional safeguards for protection the City's information beyond the stipulations of this Policy. (For example, when accessing credit/debit cardholder data remotely, it is never to be stored on local hard drives, floppy disks, or external media. Furthermore, cut-and-paste and print functions are prohibited during remote access sessions.) Accordingly, Users with access to Protected Health Information (PHI) must abide by HIPAA and Users with access to credit/debit card information must abide by PCI, as applicable.

4. Compliance with Security Policies and Standards

All Users must read and sign the City's Compliance and Acceptable Use Agreement prior to being authorized to access the City's information technology and information assets.

Appendix A – Common Terms and Definitions

1. **Computer Resources** - All related peripherals, components, disk space, system memory and other items necessary to run computer systems.
2. **Credit Card Data** - The Primary Account Number (PAN), Card Verification Value (CVV--the 3-4 digit code on the signature block on the back of a Credit Card), track data (the data read directly from the magnetic stripe of a Credit Card) and PIN Block data (also read from the magnetic stripe). The PCI DSS can be found at <https://www.pcisecuritystandards.org>.
3. **Department Management** - A supervisor, manager, director, commissioner, or other officer or employee of the City designated by a City agency, board, commission, department, or office to be responsible for implementation of this Policy by his/her City agency, board, commission, department, or office.
4. **Electronic Mail (E-mail)** - The transmission of messages through electronic means in a body or attachment using the City's network or other information technology.
5. **Information Assets** - Information and data created, developed, processed, or stored by the City that has value to the City's business or operations.
6. **Information Technology or Network and Computer Resources** - Computer hardware and software, network hardware and software, e-mail, voice mail, video conferencing, facsimile transmission, telephone, remote access services, printers, copiers, and all other printed and electronic media.
7. **Intranet** - The suite of browser-based applications and HTML pages that are available for use only with access to the City's internal network.
8. **Internet** - The worldwide 'network of networks' connected to each other using the IP protocol and other similar protocols. The Internet enables a variety of information management services, including, but not limited to, e-mail, instant messaging, file transfers, file uploads, file downloads, news, and other services.
9. **Internet Services** – Any service in which its primary means of communication is the Internet. For example e-mail, web browsing and file transfers.
10. **Mobile Computing Devices** – Mobile devices and Mobile media. Mobile data processing devices are used as business productivity tools. Examples include: laptops, personal digital assistants (PDAs), smart phones, handhelds (e.g. Blackberries), and off-site desktops. Mobile media are devices typically used to transport data. Examples include: flash drives, DVDs, CDs, and external hard drives.
11. **Network** - The linking of multiple computers or computer systems over wired or wireless connections.
12. **P2P** – Peer-to-Peer network. A network where nodes simultaneously function as both "clients" and "servers" to other nodes on the network, P2P may be used for a variety of uses, but it is typically used to share files such as audio files. Examples of P2P networks include Napster, KaZaA, and LimeWire, If a node is not properly configured, any file on the device may potentially be accessed by anyone on the network.
13. **Protected Health Information** – Individually identifiable health information about an individual that relates to the past, present, or future physical or mental health or condition, provision of health care, or payment for health care.
14. **Remote Access Services** – A service that enables off-site access to the City information technology and assets. Examples include the City's telephone exchanges, internal phone switches, wireless access points (WAP), and Virtual Private Network (VPN) connections. Remote access includes, but is not limited to, dial-in modems, frame relay, ISDN, DSL, VPN, SSH, and cable modems.
15. **Security Incident** – An event that has an adverse impact on the confidentiality, integrity, and availability of computer systems, computer networks, electronic information assets, or physical information assets.
16. **User(s)** – The City's departments, commissions, boards, offices, officers, employees, temporary employees, interns, vendors, consultants, contractors, and authorized agents who utilize the City's information assets and technology.
17. **World Wide Web (WWW)** – Browser-based applications and HTML pages that are available for access and use across the Internet.

Appendix B – Change Control

Version 1.0	09/2004	Unknown author.	Original Document.
Version 2.0	01/2006	Unknown author.	Changed version and day on page7, added the sentence that begins with “Passwords must not be shared...” on page 14, removed potential implication that passwords may be shared with authorization on page 14.
Version 3.0	10/2007	BIS	The Information Management Policy V 2 was modified and renamed to Information Security Policy V 3. Information Management Policy and Information Security Policy are used as synonyms within the City of Chicago. In Version 3, there have been numerous document updates including re-arrangement of content and removal of duplicate or outdated language. Version 3 is the official policy used by BIS as of 10/2007.
Version 3.1	01/2008	DoIT	Changed BIS references to DoIT.
Version 3.2	01/2008	DoIT	Minor corrections (spelling etc).
Version 3.3	01/2008	DoIT	Edited VI B 2 a and i for Internet Acceptable Use and small format changes including TOC.
Version 3.4	01/2008	DoIT	Removed newsgroup and mail list blanket constraint.
Version 3.5	02/2008	DoIT	General cleanup and removed reference to raffles.
Version 4.0	02/2008	DoIT	Citywide Review Completed. Only small format change was made.
Version 4.1	10/2/2009	DoIT (with Compliance)	Screen savers should initiate after 10 minutes of inactivity” was changed to “Screen savers should initiate after 15 minutes of inactivity”
Version 4.1	03/15/2010	DoIT	Document was changed to provide improved accessibility. For example, labels were added to figures. Tables were removed. Policies reviewed but remained the same.

EXHIBIT 5

COMPENSATION SCHEDULE

The Respondent proposes to provide all Services described in the Scope of Services for the fees set forth below by an itemized rate.

	2011 Itemized-Rates*	2012 Itemized-Rates*	2013 Itemized Rates*
Per Hire			
Per Test			
Total			

*Itemized Rates include, but are not necessarily limited to: labor, overhead and payroll burden and are subject to negotiations with Consultant. Other expenses subject to approval of the Commissioner.

EXHIBIT 6

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:

- (11) Other Products and/or Services:

- (12) Briefly describe your firm's strategy for providing service solutions for a client:

- (13) Briefly describe your firm's experience in Outsourced Recruitment and Hiring for clients:

EXHIBIT 7

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: _____

(8) Project Scope of Services/Goals: _____

(9) Contract Award Date: _____ Completion Date: _____

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

(11) Describe how the client's goals were met. Describe the Outsourced Recruitment and Hiring offered and implemented. Attach additional pages, as necessary.

(12) Discuss significant obstacles to providing the required services and how those obstacles were overcome:

(13) Is the client still utilizing the Outsourced Recruitment and Hiring?

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

EXHIBIT 8

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

SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT

(MBE/WBE Professional Services)^(10 pgs)

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.

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

II. Definitions

- A. **“Minority Business Enterprise” or “MBE”** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. **“Women Business Enterprise” or “WBE”** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- C. **“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.
- D. **“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 Department of Procurement Services 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.

- E. **“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.
- F. **“Contract Compliance Administrator”** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

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

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

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.

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**

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

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 subcontractors' 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;

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- (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 Contract Compliance Officer 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.

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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.

B. 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.

C. 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.

D. 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

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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 Contract Compliance Administrator 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

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Contract Compliance Administrator 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 arbitral 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

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(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
Office of Vendor Relations
City Hall - Room 403
Chicago, Illinois 60602
Attention:
(312) 744-7655

City of Chicago
Department of Procurement
Contract Administration Division
City Hall - Room 403
Chicago, Illinois 60602
Attention: Byron Whittaker
(312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Department of Procurement
Office of Business Development -Certification Unit
City Hall - Room 403
Chicago, Illinois 60602
Attention: Lori Lypson
(312) 744-4909

General Information, Department of Procurement Services: www.cityofchicago.org/purchasing

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, 2nd 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

ATTACHMENT A – ASSIST AGENCY

African American Contractors Association

2910 S. Wentworth Suite 1F
Chicago, IL 60616
Phone: (312) 915-5960
Fax: (312) 567-9919

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

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

Asian American Institute

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

Association of Asian Construction Enterprises

333 N. Ogden Avenue
Chicago, IL 60607
Phone: (312) 563-0746
Fax: (312) 666-1785

Black Contractors United

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

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

Chicago Minority Business Development Council, Inc.

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

Chicago Urban League

4510 S. Michigan Ave.
Chicago, IL 60653
Phone: (773) 285-5800
Fax: (773) 285-7772
Web: 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

Federation of Women Contractors

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

Illinois Hispanic Chamber of Commerce

111 W. Washington, Suite 1660
Chicago, IL 60602
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: 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

National Association of Women Business Owners

Chicago Chapter
216 W. Jackson Blvd. Suite 625
Chicago, IL 60606
Phone: (312) 609-1300
Fax: (312) 750-1203
Web: www.nawbochicago.org

Rainbow/PUSH Coalition

International Trade Bureau
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2728
Fax: (773) 373-4104
Web: www.rainbowpush.org

Suburban Black Contractors Association

1250 Grove Ave. Suite 200
Barrington, IL 60010
Phone: (847) 852-5010
Fax: (847) 382-1787
Web: 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

Women Construction Owners & Executives (WCOE)

Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: (708) 366-1250
Fax: (708) 366-5418

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

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

Coalition for United Community Labor Force

2100 S. Indiana Ave. #218
Chicago, IL 60605
Phone: (773) 225-2085-86
Fax: (773) 225-6742

Englewood Black Chamber of Commerce

P.O. Box 21453
Chicago, IL 60621
Phone: (773) 471-2015
Fax: (773) 994-8233

Inner City Youth Foundation, Inc.

4500 S. Michigan Ave.
Chicago, IL 60653
Phone: (773) 285-2000
Fax: (773) 624-0894

Ralph G. Moore & Associates (RGMA)

211 W. Wacker Dr., Suite 1050
Chicago, IL 60606
Phone: (312) 419-1911, 7251
Fax: (312) 419-1918

South Shore Chamber, Incorporated

Black United Funds Bldg.
1813 E. 71st Street
Chicago, IL 60649-2000
Phone: (773) 995-9508
Fax: (773) 995-9554 or (312) 341-9084

Small Contractors Network (SCN)

1313 E. Sibley Blvd. Suite 200
Dolton, IL 60419
Phone: (708) 849-3100
Fax: (708) 849-3110

United Neighborhood Organization (UNO)

954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301 Ext. 237
Fax: (312) 432-0077
Web: www.uno-online.org

West Side 2000

1029 S. May
Chicago, IL 60607
Phone: (312)563-0565

(July, 2009)

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 _____
Name of Company Representative
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 Cardenas, 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: _____

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

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)

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations: _____

2. Major purchases: _____

3. Estimating: _____

4. Engineering: _____

VIII. Financial Controls of joint venture:

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

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

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?

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 C-1
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Contractor

Name of Project/Contract: _____
Specification Number: _____

From: _____
(Name of MBE/WBE Firm)

MBE: Yes _____ No _____
WBE: Yes _____ No _____

To: _____ and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

_____ Sole Proprietor _____ Corporation
_____ Partnership _____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to _____ for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

The above described performance is offered for the following price and described terms of payment:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

(Signature of Owner or Authorized Agent)

Name /Title (Print)

Date

Phone

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 Contractor/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 Contractor/Contractor. If prime Contractor is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime Contractor as a MBE satisfies the MBE goal only. Certification of the prime Contractor as a WBE satisfies the WBE goal only.)
- II. MBEs and WBEs as Joint Venturers. If prime Contractor 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 SubContractors. Complete for each MBE/WBE subContractor/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
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Participation:	\$ _____	_____ %

V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE Participation:	\$ _____	_____ %

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 Contractor /Contractor - Print or Type)

(Address of Prime Contractor/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 9

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

AND

ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

EXHIBIT 9

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

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) FOR OUTSOURCED RECRUITMENT AND HIRING ASSISTANCE FOR VARIOUS TRADES, SPECIFICATION NO. 87646, 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 6.2, 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:

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

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 mail.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 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/
- 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. 87646 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)

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

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

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

For purposes of this EDS:

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

“Disclosing Party” means any entity or person submitting an EDS.

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

“Person” means a human being.

WHO MUST SUBMIT AN EDS:

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

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

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. the Applicant

OR

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

OR

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

B. Business address of Disclosing Party: _____

C. Telephone: _____ Fax: _____ Email: _____

D. Name of contact person: _____

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

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

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

* Note B.1.b below.

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

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

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

Name Title

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

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

Name	Title
_____	_____
_____	_____
_____	_____

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

Yes No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, Contractor and any other person or entity whom the Disclosing Party has retained or expects to retain in

connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

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

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

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

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

- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

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

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

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

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

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section

2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No

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

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

Does the Matter involve a City Property Sale?

Yes

No

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

Name	Business Address	Nature of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

___1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

___2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

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

Yes

No

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

Yes

No

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

Yes

No

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

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

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

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

CERTIFICATION

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

_____ Date: _____
(Print or type name of Disclosing Party)

By:

(sign here)

(Print or type name of person signing)

(Print or type title of person signing)

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

_____Notary Public.

Commission expires:_____.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A
FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND
DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any “Applicable Party” or any Spouse or Domestic Partner thereof currently has a “familial relationship” with any elected city official or department head. A “familial relationship” exists if, as of the date this EDS is signed, the Disclosing Party or any “Applicable Party” or any Spouse or Domestic Partner thereof is related, by blood or adoption, to the mayor, any alderman, the city clerk, the city treasurer or any city department head as parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

“Applicable Party” means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. “Principal officers” means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any “Applicable Party” or any Spouse or Domestic Partner thereof currently have a “familial relationship” with an elected city official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

CERTIFICATION

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

(Print or type title of person signing)

Date: _____

By:

(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) _____, by _____,
at _____ County, _____ (State).

Notary Public

Commission expires: _____ . Specification No. _____
Contract No. _____

ACKNOWLEDGMENT

Contractor, _____, acknowledges that the following provisions are incorporated into the Contract as if fully set forth in the body of the Contract:

The Contractor understands and will abide by the terms of Chapter 2-55 of the Municipal Code of Chicago.

The Contractor understands and will abide by the terms of Section 2-154-020 of the Municipal Code of Chicago.

Failure by the Contractor 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 a default for which no cure is available and grounds for termination of this Contract.

I Have Authority to Execute this Acknowledgment on Behalf of Contractor and Do So:

Contractor: _____

By: _____
Signature of Authorized Officer*

Name: _____

Title: _____

Date: _____

*Note: In the event that this Acknowledgment is signed by other than the President of the Contractor, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign this Acknowledgment for the Contractor.

State of _____

County of _____

This instrument was acknowledged before me on this _____ day of _____, 2010, by _____ as President (or other authorized officer) of _____ (Corporation Name).

Notary Public Signature

Commission Expires: _____ (Seal)

EXHIBIT 10

CONTRACT INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Department of Human Resources Outsourced Recruitment and Hiring Assistance for Various Trades

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 work or Services.

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

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 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.

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

4) Professional Liability

When any test administration professionals or any other professional consultants performs work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must

coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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

5) Valuable Papers

When any plans, media, data, records, reports, test documents or any other related 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 personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from 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 insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

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

INSURANCE CERTIFICATE OF COVERAGE

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

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

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability				
Claims made [] Occurrence				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Premise-Operations				
Explosion/Collapse Underground				
Products/Completed-Operations				
Blanket Contractual				
Broad Form Property Damage				
Independent Contractors				
Personal Injury				
Pollution				Products/Completed Operations Aggregate \$ _____
Automobile Liability				
Excess Liability				CSL Per Occurrence \$ _____
Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				
				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				
Professional Liability				Amount of Contract \$ _____
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	Signature of Authorized Rep _____
City of Chicago	Agency/Company: _____
Procurement Department	Address _____
121 N. LaSalle St., #403	Telephone _____
Chicago, IL 60602	

For City use only

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

EXHIBIT 11

**CITY OF CHICAGO'S STANDARD CONTRACT
TERM AND CONDITIONS**

1. Deliverables

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor 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 Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under the default section.

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

2. Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor 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; Contractor 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 Contractor 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 Contractor under this Agreement, at law or in equity.

Contractor 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. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor 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 Contractor fails to comply with the foregoing standards, Contractor must, at the City's option, perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure. See the subsection in this Agreement regarding failure to comply with licensure requirements.

3. Personnel

i) Adequate Staffing

Contractor 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. Contractor 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 Contractor to the City and with prior written consent of the City.

ii) Key Personnel

Contractor must not reassign or replace Key Personnel without the written consent of the City. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this section. The Department may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the key person or persons from performing Services under this Agreement and must replace him or them in accordance with the terms of this Agreement. Key Personnel, if any, are identified in **Exhibit _**.

iii) Salaries and Wages

Contractor 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 Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, 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 Contractor to the respective employees to whom they are due. The parties acknowledge that this section is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

4. Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor 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 _**. Contractor's completed Schedules C-1 and D-1 in **Exhibit _**, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Contractor 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.

5. Indemnification

(a) Contractor 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) Contractor's failure to perform or cause to be performed Contractor's promises and obligations as and when required under this Agreement, including Contractor's failure to perform its obligations to any Subcontractor;
- (iv) the City's exercise of its rights and remedies under the remedies section of this Agreement; and
- (v) injuries to or death of any employee of Contractor 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 Contractor's breach of this Agreement or to Contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, Contractors, Subcontractors or licensees.

(c) At the City Corporation Counsel's option, Contractor 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 Contractor 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, Contractor 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 Contractor 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 Contractor's performance of Services beyond the term. Contractor 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 Contractor's duties under this Agreement, including the insurance requirements in **Exhibit _** of this Agreement.

6. Ownership of Documents

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

7. Records and Audits

(a) Records

(i) Contractor 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 Contractor fails to make such delivery upon demand, then Contractor must pay to the City any damages the City may sustain by reason of Contractor's failure.

(ii) Contractor 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. Contractor must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with the notice section of this Agreement.

(b) Audits

(i) Contractor and any of Contractor's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor 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 Contractor 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 Contractor must maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Contractor 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 Contractor 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 Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor 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 Contractor 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 Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

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

8. Confidentiality

(a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor 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. Contractor 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 Contractor 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. Contractor 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) Contractor 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 Contractor 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 Contractor's possession by reason of this Agreement, Contractor 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. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

(d) HIPAA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in **Attachment A** will have the same meaning as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160, 162 and 164. Contractor 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. Contractor 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 Contractor 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 Contractor is a Business Associate it must comply with all requirements of the Act applicable to Business Associates including the provisions contained in Attachment A.

9. Assignments and Subcontracts

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

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

Contractor, upon entering into any agreement with a Subcontractor, must furnish the Chief Procurement Officer and the Department with a copy of its agreement. All subcontracts must contain provisions that require the Services be performed in strict accordance with the requirements of the Agreement, provide that the Subcontractors are subject to all the

terms of the Agreement and are subject to the approval of the Department and the Chief Procurement Officer. If the agreements do not prejudice any of the City's rights under the Agreement, such agreements may contain different provisions than are provided in the Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

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

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

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

10. Term of Performance

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

11. Timeliness of Performance

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

(b) Neither Contractor nor Contractor'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 Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

12. 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 Contractor 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 Contractor 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.

13. Basis of Payment

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

14. Method of Payment

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

15. Funding

The source of funds for payments under this Agreement is Fund number _____. Payments under this Agreement must not exceed \$_____ without a written amendment in accordance with Section 40. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

16. Non-Appropriation

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

17. Subcontractor Payments

Contractor must submit a status report of Subcontractor payments with each invoice for the duration of the Agreement on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at: http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

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

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

18. Disputes

Except as otherwise provided in this Agreement, Contractor 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 Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

19. Compliance with All Laws Generally

(a) Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in these general terms and conditions, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("EDS") and Appendix A in the form attached to this Agreement as **Exhibit** ___. Notwithstanding acceptance by the City of the EDS, Contractor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) and Appendix A on file with the City whenever any information or response provided in the EDS(s) and/or Appendix A is no longer complete and accurate.

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

20. Nondiscrimination

(a) Contractor

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

(i) Federal Requirements

Contractor 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 Contractor'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.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor 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

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor 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, Contractor 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

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor 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

Contractor must incorporate all of this section 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, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

21. Inspector General

It is the duty of any bidder, proposer or Contractor, 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, Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken

pursuant to Chapter 2-56 of the Municipal Code of Chicago. Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

22. 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.

23. MacBride Ordinance

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

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

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

24. Business Relationships with Elected Officials

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

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

25. Chicago "Living Wage" Ordinance

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

- (i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of the Agreement, Contractor 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) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under the Agreement.

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

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

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor 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 Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Section (a) through (d) above do not apply.

26. Warranties and Representations

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

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

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

(h) warrants and represents that neither Contractor nor an Affiliate of Contractor (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 Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. 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.

27. Ethics

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

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

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

(b) Contractor 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.

28. Joint and Several Liability

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

29. Business Documents

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

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

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

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

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

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

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor 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, Contractor must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.

31. Non-Liability of Public Officials

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

32. EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as **Exhibit _**, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor 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 Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

33. 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 Contractor to the City.
- (b) Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
 - (ii) Failure to have and maintain all professional licenses required by law to perform the Services;
 - (iii) Failure to timely perform the Services;
 - (iv) Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
 - (vi) Discontinuance of the Services for reasons within Contractor's reasonable control;
 - (vii) Failure to comply with Section 19 above in the performance of the Agreement;

- (viii) Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate;
 - (ix) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination; and
 - (x) Any other acts specifically stated in this Agreement as constituting an act of default.
- (c) Any change in ownership or control of Contractor 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) Contractor's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Contractor acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.
- (e) Contractor'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.

34. Remedies

(a) Notices. The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor 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 Contractor 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 Contractor 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 Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this section and the notice section of this Agreement, Contractor 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 Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Contractor under this section;
- (ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;
- (iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- (iv) The right to money damages;
- (v) The right to withhold all or any part of Contractor's compensation under this Agreement;
- (vi) The right to deem Contractor non-responsible in future contracts to be awarded by the City;
- (vii) The right to declare default on any other contract or agreement Contractor may have with the City.

(c) City's Reservation of Rights. If the Chief Procurement Officer considers it to be in the City's best interests, the CPO may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor 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.

35. Early Termination

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

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

(c) Contractor 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. Contractor will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Contractor or the City.

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

36. Suspension

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor 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. Contractor 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 Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions in this Agreement.

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

37. Right to Offset

(a) In connection with Contractor'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 Contractor's performance or non-performance;
- (ii) if the City exercises any of its remedies under the remedies section of this Agreement;
- (iii) if the City has any credits due or has made any overpayments under this Agreement.

The City may offset these incremental costs and other damages by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Contractor 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 Contractor'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 Contractor to the City as those italicized terms are defined in the Municipal Code.

(c) In connection with any liquidated or unliquidated claims against Contractor, 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 Contractor unrelated to this Agreement. When the City's claims against Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Contractor to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

38. 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

Contractor 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 Contractor to enter into this Agreement or has been relied upon by Contractor, 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

Contractor acknowledges that Contractor 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. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor 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.

39. 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.

40. 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 40. This Section, 40, does not apply, however, to Agreement extensions governed by Section 12, *Agreement Extension Option*.

41. Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois. Contractor 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 Contractor 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 Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

42. 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.

43. 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.

44. Cooperation

Contractor 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, Contractor 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.

45. 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 Contractor's performance in any respect or waives a requirement or condition to either the City's or Contractor'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 Contractor in writing.

46. 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 Contractor and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Contractor 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 Contractor 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 Contractor performing the Services required under this Agreement.

- (ii) Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.
- (iii) The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

c) SHAKMAN

(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 9.9(c)(ii) above, or advocating a violation of Section 9.9(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.

47. Electronic Ordering and Invoices

The Contractor 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. Contractor shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor 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 Contractor. Contractor shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Contractor, 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.

48. 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 Contractor to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections,

Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

49. Environmental Warranties and Representations

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

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

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

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

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

50. Firms Owned or Operated by Individuals with Disabilities

The City encourages contractors 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.

51. 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.

52. Airport Security, Rules and Regulations

(a) Aviation Security

This Agreement is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 49 CFR 1542 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges section below) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all

other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Agreement with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

(b) General Requirements Regarding Airport Operations

Contractor must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Agreement, Contractor at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, load ways, loading aprons, concourses, hold rooms, gates and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower. Use of the airport for air transportation takes precedence over all of Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the airport which require that Contractor's work must be interrupted or moved from one part of the work site to another.

If Contractor requires interruption of airport facilities or utilities in order to perform work, Contractor must notify the Deputy Commissioner in charge of the project at least 5 working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, Contractor must request the Deputy Commissioner in charge of the project to provide specific requirements and/or instructions which are applicable to the particular work site areas, including but not limited to areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractor must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint. Contractor must not permit or allow its employees, Subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractor must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with obstruction lights conforming to FAA Advisory Circular 150/5345-43E, Specification of Obstruction Lighting Equipment. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask Contractor to post obstruction lights.

For any work on the airfield, Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size two feet by three feet (2' x 3') for hand use, and one size three feet by five feet (3' x 5') in length. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

Contractor acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of Contractor to perform the work in accordance with the provisions of this section and to enforce same with regard to all Subcontractors, material men, laborers, invitees and all other persons under Contractor's control, is grounds for the Chief Procurement Officer to declare an event of default and terminate this Agreement immediately.

(c) Airport Security Badges

Contractor must obtain from the airport badging office Airport Security Badges for any person working at the airport on Contractor's behalf. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive an Airport Security Badge. Additional forms and tests may be required to obtain Airport Driver's Licenses and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). Contractor is responsible for requesting and completing the form for each person who will be working at the Airport on Contractor's behalf and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. Contractor must make available to the Commissioner, within one day of request, the personnel file of any person who will be working on the project.

In order for a person to have an Airport Security Badge, a criminal history record check ("CHRC") conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Driver's Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on any person working on its behalf.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Driver's Licenses must be adhered to:

- All individuals must wear and display their Airport Security Badges on their outer apparel at all times while at the airport.
- All individuals operating a vehicle on the Aircraft Operations Area ("AOA") must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver's License. Each individual operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Driver's Permit.
- All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- Individuals must remain within their assigned areas and haul routes unless otherwise instructed by the Department of Aviation.

Contractor's personnel who function as supervisors, and those that escort Contractor's equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

53. Airport Parking Restrictions

Prior to commencing work, the Contractor must provide the Department with an estimate of the number of vehicles that will require parking. Contractor is encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department may, but is not required to, provide parking for a limited number of vehicles in designated areas. All other vehicles must be parked in the public parking lots at the airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employees expense.

54. Confidentiality of Airport Security Data

Contractor acknowledges that information vital to the security of the airport ("Airport Security Data"), including but not limited to Sensitive Security Information as defined by 49 CFR Part 1520, may be prepared, assembled, encountered by, or provided to Contractor in connection with this Contract. Contractor has an ongoing duty to protect confidential information, including but not limited to any Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the

applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

55. Authority

Execution of this Agreement by Contractor 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 Contractor have been made with complete and full authority to commit Contractor 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.

56. Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under the Scope of Services provision, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the City in a written amendment before Contractor 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 City's Chief Procurement Officer ("CPO") and any representative duly authorized in writing to act on the CPO's behalf.

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

"Department" means the City Department of Human Resources or other participating City department.

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

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