

**REQUEST FOR PROPOSAL ("RFP") FOR
ONLINE ELECTRONIC LOBBYIST DISCLOSURE SYSTEM**

Specification No. 101998

Required for use by:

**CITY OF CHICAGO
(Chicago Board of Ethics)**



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: Joseph Chan, Contracts Negotiator
joseph.chan@cityofchicago.org
312-742-9467

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 Monday, November 21, 2011 at 1:30 P.M. Central Standard Time, at Department of Procurement Services, 121 N. LaSalle St, City Hall, Room 403-B, Chicago, Illinois 60602.

Attendance is Non-Mandatory, but encouraged.

PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M., CENTRAL STANDARD TIME, ON THURSDAY, DECEMBER 15, 2011.

**RAHM EMANUEL
MAYOR**

**JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER**

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EXHIBITS

- Exhibit 1: Company Profile Information
- Exhibit 2: Company References/Client Profile Information
- Exhibit 3: Cost Proposal
- Exhibit 4: 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 5: Online City of Chicago Economic Disclosure Statement and Affidavit and Appendix A (EDS) Instructions and Attachment A, Online EDS Acknowledgement
- Exhibit 6: Contract Insurance Requirements and Insurance Certificate
- Exhibit 7: City of Chicago Standard Terms and Conditions
- Exhibit 8: Scope of Services

REQUEST FOR PROPOSAL ("RFP")

for

ONLINE ELECTRONIC LOBBYIST DISCLOSURE SYSTEM

Specification No. 101998

I. GENERAL INVITATION

1.1 Purpose of the Request for Proposal

"The City of Chicago ("City") acting through its Chicago Board of Ethics ("Department") invites the submission of proposals from firms with expertise and experience in providing and implementing a comprehensive Online Electronic Lobbyist Disclosure System. The chosen Respondent will be responsible for providing software license, software configuration, testing, training, and other services related to the implementation, hosting and support and maintenance of such a system (the "Services").

The objective is to: 1) enable lobbyists registered with the City to file, on line, all required registration documents and activity reports (pursuant to the filing deadlines in Article 3 of the Governmental Ethics Ordinance, § 2-156-200, et seq.); 2) enable the Department to review and approve these filings as quickly as possible and communicate with lobbyists who must and have not completed their filing requirements; and 3) make data compiled from all lobbyists' filings publicly available on line in various searchable, querable reporting formats. The Department is planning to replace its existing paper-based process for the submission and approval of all lobbyists' filings with this workflow system. The goal of this system is to improve the effectiveness and efficiency of back office operations and to increase public transparency of lobbyist data.

For purposes of this RFP, **Chief Procurement Officer ("CPO")** means the Chief Procurement Officer for the City of Chicago. **"Executive Director"** means the Executive Director of the Chicago Board of Ethics. **"Department"** means the Chicago Board of Ethics, **("DPS")** means the Department of Procurement Services. **"Respondent"** means the companies or individuals that submit proposals in response to this RFP. **Selected Respondent** or **Vendor** means the awardee of the contract. The documents submitted in response to this RFP will be referred to as **"Proposals"**

The selected Respondent awarded a contract pursuant to this RFP shall perform all applicable duties as outlined in the Scope of Services.

The work contemplated is professional in nature. It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and the CITY OF CHICAGO 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 may be made available to any individual organization, under the Freedom of Information Act (FOIA). The

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

1.2 Downloadable RFP Documents

All materials related to the RFP will be available on the internet at <http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Specs/2011/Spec101998.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 bid or 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 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. 101998 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.

II. SCOPE OF SERVICES

2.1 Description of Services

The Scope of Services that the City seeks to acquire is described in Exhibit 8 of this RFP. The Respondent is expected to expand on this scope in the submitted Proposal, incorporating their expertise and proposed method or approach.

2.2 Term of Contract

The initial term of any contract awarded pursuant to this RFP solicitation shall be three (3) years, which shall include implementation, testing and acceptance phases with the remainder of the initial term to be for maintenance and support. The selected Respondent must begin the project immediately upon award of the contract. The expected implementation date is May 1, 2012. Two (2) optional extension periods of one (1) year each, to be exercised in the sole discretion of the CPO, will be available for continued maintenance and upgrades.

III. GENERAL INFORMATION AND GUIDELINES

3.1 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 or email to joseph.chan@cityofchicago.org or fax at 312-744-7679, and directed to the attention of Joseph Chan, Department of Procurement Services, Room 403 of City Hall and must be received no later than 4:00 p.m. Central Standard Time, Wednesday, November 23, 2011. Respondents are encouraged, but not required, to submit questions 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") Online Electronic Lobbyist Disclosure System, Specification No. 101998." No telephone calls or e-mails will be accepted unless the questions are general in nature.

B. Pre-Proposal Conference

The City will hold a Pre-Proposal Conference in the Department of Procurement Services, Room 403, Conference Room B, City Hall, 121 N. LaSalle Street, Chicago, Illinois at 1:30 p.m. Central Standard Time on Monday, November 21, 2011. All parties interested in bidding on this RFP are urged to attend in person. The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions raised on the day of the conference and to questions faxed or mailed prior to the deadline for receipt of questions per Section 3.1.A.

3.2 Deadline and Procedures for Submitting Proposals

A. To be assured of consideration, Proposals must be received by the City of Chicago in the City's Bid and Bond Room (Room 301, City Hall) no later than 4:00 p.m. Central Standard Time on Thursday, December 15, 2011. The Bid and Bond Room can be reached at telephone number 312-744-9773.

B. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section 3.2.A above. Only the Chief Procurement Officer ("CPO") is empowered to determine whether to accept or return late Proposals. No additional or missing documents will be accepted after the due date and time, except as may be requested by the Chief Procurement Officer.

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

C. Proposals must be delivered to the following address:

Jamie L. Rhee, Chief Procurement Officer

City of Chicago
Department of Procurement Services
Bid and Bond Room
Room 301, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

- D. Respondent must submit 1 hardcopy original, 5 duplicate hardcopies and 5 electronic copies in .pdf format on a CD-ROM 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.
- E. The outside of each sealed envelope or package must be labeled as follows:

Proposal Enclosed
Request for Proposals (RFP) for:
Online Electronic Lobbyist Disclosure System
Specification No.: 101998
Due: 4:00 p.m., December 15, 2011
Submitted by: (Name of Respondent)
Package ____ of ____

3.3 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.

3.4 Procurement Timetable

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

Key Activity	Target Date
City Issues RFP	Monday, November 7, 2011
Non-Mandatory Pre-Proposal Conference	Monday, November 21, 2011
Pre-Proposal Questions Due	Wednesday, November 23, 2011
Addendum to Answer Questions Available	Friday, December 2, 2011
Proposals Due	Thursday, December 15, 2011

3.5 Confidentiality

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

- A. Mark the title page as follows: "This RFP proposal includes trade secrets or other proprietary data ("data") that may not be disclosed outside the City and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal. The data subject to this restriction are contained in sheets (insert page numbers or other identification)." The City, for purposes of this provision, will include any consultants assisting in the evaluation of Proposals. If, however, a contract is awarded to this Respondent as a result of or in connection with the submission of this data, the City has the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City's right to use information contained in the data if it is obtained from another source without restriction.
- B. Mark each sheet or data to be restricted with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal."

All submissions are subject to the Illinois Freedom of Information Act (FOIA).

IV. PREPARING PROPOSALS: REQUIRED INFORMATION

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

4.1. 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, 5 duplicate hardcopies and 5 electronic copies in .pdf format on a CD-ROM of the Proposal.

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP will be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. While the City recognizes that Respondents provide costs in varying formats, compliance with the enclosed costing structure in Exhibit 3 is required to facilitate equitable comparisons.

The detailed Proposal evaluated by the City must include a response to all requirements in this 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.

Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth in Section 4.2. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well

organized. (e.g., Respondent is strongly discouraged from including advertisement or materials not related specifically to the focus of this RFP.)

4.2 Required Content of the Proposal

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP will be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. While the City recognizes that Respondents provide costs in varying formats, compliance with the enclosed costing structure in Exhibit 3 is required to facilitate equitable comparisons.

The detailed Proposal evaluated by the City must include a response to all requirements in this 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:

A. 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) Outline 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) Summarize Respondent's commitment to comply with the MBE/WBE requirements as stated in the Special Conditions Regarding Minority Business Enterprise (**MBE**) and Women Business Enterprise (**WBE**) Commitment in Exhibit 4 of this RFP.
- (v) Include a statement of any objections or comments regarding the City of Chicago Standard Terms and Conditions attached to this RFP as Exhibit 7.
- (vi) Acknowledge receipt of Addendum, if any, issued by the City.

B. 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 plan for implementing the Online Electronic

Lobbyist Disclosure System and on-going maintenance and support services; approach to project management; strategies, tools and safeguards for ensuring performance of all required services and software considerations; training; and any additional factors for the City's consideration.

C. 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 (joint venture partners, subcontractors, etc.), Respondent must provide the required information as described below for each such team member.

(i) Company Profile Information (See Form in Exhibit 1).

Identify participants in Respondent's "Team." For example if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

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

Provide a chronological history of all mergers and / or acquisitions involving the Respondent team members, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

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

- (a) Schedule B as shown in Exhibit 4, if joint venture or partnership includes City of Chicago certified MBE/WBE firms(s), as applicable.
- (b) Separate Economic Disclosure Statement and Affidavit ("EDS") completed by each partner and one in the name of the joint venture or partnership as shown in Exhibit 5.
- (c) Insurance certificate in the name of the joint venture or partner business entity.

(ii) Company Reference / Client Profile Information (See Form in Exhibit 2)

Respondent must provide at least one (and two additional if available) client references for the services substantially similar to in Exhibit 8 of this RFP preferably from municipalities of which, the 3 references must be 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 equipment and Services provided similar to the Services outlined in Exhibit 8.
- The date when the Service was implemented.
- The location of the Services.
- Nature and extent of Respondent's involvement as the prime contractor (also indicate area of secondary responsibility, if applicable) Identify equipment and Services, if any, subcontracted, and to what other company.
- Nature and extent of Respondent's involvement as the prime contractor (also indicate areas of secondary responsibility, if applicable).
- Contract term (Start and End date, or indicate if currently providing services)
- The total dollar value of the Services.

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

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

(iii) Capacity to Perform City Project

Describe how any uncompleted projects and/or contractual commitments to other clients will affect your ability to deliver services, capacity to perform within City's timeline and affect dedicated resources committed to the City's project. Respondent should provide a summary of current and future projects and commitments and include project completion dates. Identify what percentage of the services will be performed utilizing your own workforce, equipment and facilities. What percentage of the work will be subcontracted?

(iv) 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

(BACP) 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/>.

D. Professional Qualifications and Experience of Key Personnel who will be dedicated to the services described in this RFP.

For each person identified, describe the following information:

- (i) Respondent must provide a summary of the personnel who will be dedicated to the Services as proposed.
- (ii) Respondent must indicate each person's areas of expertise and which person will have prime responsibility for various tasks or aspects of the services.
- (iii) Respondent must submit resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this RFP.

E. Project Management / Implementation Plan

Respondent must provide a detailed summary of the company's plan for implementing and delivering the products and services requirements as outlined in Exhibit 8, Scope of Services, including proposed software, service plans, transition plan from paper to electronic process and training plan for City Administrators as applicable.

(i) Approach to Implementing Services

Describe your policies and procedures for implementing projects, quality control/checks, project management, response time, program support & reporting/recommendation services, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems.

(ii) Organization Chart

Respondent should provide an organization chart identifying and showing the relationships between the Respondent, subcontractors, manufacturers and suppliers. The generic titles and responsibilities of key personnel to be assigned to this project by the Respondent and by any key subcontractor, vendor or supplier must be identified.

The plan must include an organization chart which clearly illustrates the team structure comprising all firms (joint venture partners, if any, subcontractors);

their relationship in terms of proposed equipment and Services and key personnel involved and the following information:

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. The specific role of each of the firms in a team or joint venture for each task/work activity must be described.

(iii) Dedicated Resources

Describe software, personnel, applicable technologies and other resources available for implementing the Services; providing in detail, whether resources are proprietary or outsourced.

Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the City of Chicago project including team structure, numbers and team management plans to achieve requirements for transition, implementation and services.

Submit resumes for key personnel that will be committed to this engagement. Correlate team members to the tasks they will be performing during implementation/transition and on-going operations. Along with each resume, Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

(iv) Third Party Products / Options Software

The Respondent must explicitly state the name of any third-party products that Respondent would be providing as part of the proposed Online Electronic Lobbyist Disclosure System. For each third-party product there must be a statement about whether the Respondent's contract will encompass the third-party product and/or whether the City will have to contract on its own for the product.

Include a description of any products, features or other value added components available for use with the proposed Online Electronic Lobbyist Disclosure System. The Respondent must either certify that they have access to the third-party software source code (own or in escrow) or that the software provider has the ability to provide long-term support for the third-party software components of their Online Electronic Lobbyist Disclosure System. Respondents must be able to provide to the City, in the case of items licensed by third party rather than by respondent, all necessary consents from such third parties to the use of such items by the City.

(v) Maintenance and Support Program

Respondent should specify the prime contractor and software vendor(s) plans to carry out post-implementation and ongoing support including:

Post-Implementation: City expects and prefers a one-year warranty after go-live that includes software revision and updates and maintenance and support. City also expects a post-warranty support and maintenance program. Such maintenance and support program should include on-site support and remote support, including Telephone support (toll-free support hotline, hours of operations, availability of 12 x 7 hotline, etc.) and Special plans defining "levels" of customer support (e.g., gold, silver, etc.) Provide details of your proposed maintenance and support program. Maintenance and support will begin after the expiration of the warranty period for the remainder of the initial term and the optional extension terms.

(vi) Hosting Services

Respondent must provide the hosting strategy to be recommended if the services are to be hosted. Include information on the hosting company, the service levels, backup plans and any other pertinent information. The proposed solution for hosting and/or later hosting transition, should be detailed in the proposal.

F. Cost Proposal

The Respondent is responsible for disclosing any charges or fees not listed on Exhibit 3 that the City would incur with the Respondent, before, during, and after the implementation as Other Costs. Proposals that fail to include cost proposal information in Exhibit 3 will be rejected as incomplete and deemed non-responsive.

All costs must, at a minimum, be provided as requested in Exhibit 3. For purposes of comparing costs between Respondents, Respondents must not deviate from the cost table outlined in Exhibit 3. The City reserves the right to negotiate a final fixed price, terms, and conditions with selected Respondent.

The City is no way representing that the cost table is all-inclusive. As such, the Respondent is expected to provide Other Costs, as warranted, and include a comprehensive itemization of all resources, licenses, fees, etc. that will be required as part of its proposed Online Electronic Lobbyist Disclosure System.

G. Minority and Women Business Enterprises Commitment

Respondent must complete and submit the forms that are attached to this RFP in Exhibit 4 to evidence Respondent's proposed MBE/WBE participation in some aspect of the contract. The current Minority Business Enterprise (MBE) participation goal is 25%, and the current Women Business Enterprise (WBE) participation goal is 5% of the total contract value.

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

be provided. With each Schedule C-1 form, Respondent should submit a current Letter of Certification issued by the City of Chicago. The proposed MBE or WBE firm must be certified by the City of Chicago at the time of Proposal submission. The City reserves the right to require Respondents to replace any proposed MBE/WBE that is not certified with the City of Chicago.

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

In order to determine the best way in which to achieve and document MBE/WBE participation, Respondent must refer to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFP as Exhibit 4. To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, you may search the City's MBE/WBE Directory Database on the City's website: www.cityofchicago.org/Procurement.

H. Financial Statements

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

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

Sufficient alternate documentation would be unaudited financial statements from those Respondents not required to have their financial statements audited. At a minimum, the statements need to be the balance sheets and income statements (or equivalent) for the requested three years. Assets/liabilities and income/expenses must be presented in adequate detail for the City to assess the financial condition of the Respondent.

I. Economic Disclosure Statement and Affidavit ("EDS")

Respondent must submit a completed and executed Economic Disclosure Statement and Affidavit and the Appendix A. **See hardcopy EDS forms and Online City of Chicago EDS Instructions and Attachment A Online EDS Acknowledgement in Exhibit 5.** If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS as applicable, per instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an "entity holding an interest in an Applicant" as described in the EDS. **All affidavits must be notarized. Upon completion of Online EDS, Respondent shall submit a copy of 2 documents with their proposal: 1) Certificate of Filing printed from system and**

2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form in lieu of hardcopy EDS forms.

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

J. Legal Actions

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

- (i) A debtor in bankruptcy; or
- (ii) A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
- (iii) A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- (iv) A defendant in any criminal action; or
- (v) A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- (vi) A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- (vii) A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents. The City reserves the right to request similar legal action information from Respondent’s team members during the evaluation process.

K. Insurance

Prior to contract award, the selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 6.

V. EVALUATING PROPOSALS

5.1 Evaluating Proposals

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

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

- Phase I - Preliminary Proposal Assessment
- Phase II - Proposal Evaluation

Phase III - Site Visits Product/System Demonstration and/or Oral Presentations (if necessary)

Phase I - Preliminary Proposal Assessment

Phase I will involve an assessment of the Respondent's compliance with and adherence to all submittal requirements requested in Section IV. 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 project requirements set forth in the RFP that will include a detailed analysis of the Respondent's qualifications, experience, proposed implementation plan and other factors based on the evaluation criteria outlined in Section 5.2, Evaluation Criteria.

As part of the evaluation processes, the EC will review the information required by Section IV for each Proposal received. The EC may also review any other information that is available to it, including but not limited to information gained by checking references and by investigating the Respondent's financial condition.

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

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

5.2. Evaluation Criteria

A. Professional and Technical Competence

Ability to provide the software and Services described in the RFP, including capacity to achieve the project goals, objectives and scope of services described in this RFP.

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

Includes experience in providing systems substantially similar to the Online Electronic Lobbyist Disclosure System on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, organizations with strong identities of their own and government agencies). Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.

- C. Quality, Comprehensiveness and Adequacy of the proposed Project Management/Implementation Plan for providing Online Electronic Lobbyist Disclosure System including the staffing plan, local availability and commitment of personnel who will manage and oversee the City of Chicago project.

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, timetable, and approach to meeting the City's requirements.

- D. Cost Proposal relative to information provided in Exhibit 3. The City will consider the competitiveness, adequacy and of proposed plans for Online Electronic Lobbyist Disclosure System.
- E. 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.
- F. 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.
- G. 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.
- H. 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 5.
- 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.
- J. Degree to which the Respondent accepts the City's Standard Terms and Conditions in Exhibit 7 that will impact contract negotiations.

VI. SELECTION PROCESS

After the Evaluation Committee ("EC") completes its review of Proposals in Phase II, it may submit to the Executive Director of the Chicago Board of Ethics and the 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, Product/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, product/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, including a final ranking of the Respondents, and will submit a recommendation to select a Respondent to the Executive Director of the Chicago Board of Ethics.

If the Executive Director of the Chicago Board of Ethics makes a recommendation for selection, the recommendation will be forwarded to the Chief Procurement Officer for concurrence and authorization to enter into contract negotiations with the selected Respondent.

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

The City reserves the right to terminate this RFP solicitation at any stage if the 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.

VII. ADDITIONAL DETAILS OF THE RFP PROCESS

7.1 Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent to all of the prospective Respondents listed on the "Take Out Sheet" prior to the Proposal due date. Prospective Respondents are automatically listed when they sign or leave a business card for a copy of the RFP package in the Bid and Bond Room. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent must acknowledge receipt.

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

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

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 3.1.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.

7.2 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 IV. 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.

7.3 No Liability for Costs

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

7.4 Prohibition on Certain Contributions – Mayoral Executive Order No. 11-4

Pursuant to Mayoral Executive Order No. 11-4, from the date of public advertisement of this request for qualifications/proposals/information through the date of award of a contract pursuant to this request for qualifications/proposals/information, Respondent, any person or entity who directly or indirectly has an ownership or beneficial interest in Respondent of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Respondent's proposed Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Respondent and all the other preceding classes of persons and entities are together, the "Identified Parties") must not: (a) make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee; (b) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (c) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (d) bundle or solicit others to handle contributions to the Mayor or to his political fundraising committee;

If Respondent violates this provision or Mayoral Executive Order No.11-4 prior to the award of an agreement resulting from this request for qualifications/proposals/ information, the Chief Procurement Officer may reject Respondent's proposal.

For purposes of this provision:

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

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

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

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

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

Any contract awarded pursuant to this solicitation will be subject to and contain provisions requiring continued compliance with Executive Order 2011-4.

7.5 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
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 approach to providing online electronic lobbyist disclosure system for a client:

- (13) Briefly describe your firm's demonstrated experience implementing online electronic lobbyist disclosure system for clients:

EXHIBIT 2
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of three (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: _____ Cutover Date: _____
- (10) Initial Contract Amount: \$_____ Final Contract Amount: \$_____
- (11) Describe how the online electronic lobbyist disclosure system goals were met. What was the outcome of the project? Attach additional pages, as necessary.

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

- (13) Is the client still utilizing your company as a service provider for online electronic lobbyist disclosure system?

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

EXHIBIT 3
COST PROPOSALS

A. CITY HOSTED SOLUTION COST PROPOSAL

	Year One	Year Two	Year Three
Hardware Cost (if required)		N/A	N/A
Software License and Fees with One Year Warranty			
Implementation Cost		N/A	N/A
Post Implementation Cost			
Training Cost			
Annual Maintenance & Support Cost			
Other Costs if Required*			
TOTAL COSTS			

Maintenance & Support Cost for Optional Year Four:

Maintenance & Support Cost for Optional Year Five:

***Include other specific costs not referenced above on a separate sheet.**

B. VENDOR HOSTED SOLUTION COST PROPOSAL

	Year One	Year Two	Year Three
Hosting Cost			
Software License and Fees with One Year Warranty			
Implementation Cost		N/A	N/A
Post Implementation Cost			
Training Cost			
Annual Maintenance & Support Cost			
Other Costs if Required*			
TOTAL COST			

Maintenance & Support Cost for Optional Year Four:

Maintenance & Support Cost for Optional Year Five:

***Include other specific costs not referenced above on a separate sheet.**

EXHIBIT 4

**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.

II. Definitions

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

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

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

III. Joint Ventures

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

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

Notice: The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned, TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

IV. Counting MBE/WBE Participation Toward the Contract Goals

- A. The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan shall not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:

- B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

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

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

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

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

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

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposer's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. **Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the**

conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations. Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

A. Direct/Indirect Participation

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

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 - b. A listing of all MBE/WBE firms contacted that includes:
 - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
 - (2) Date and time of contact;
 - (3) Method of contact (written, telephone, facsimile, etc.)
 - c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - (1) Project identification and location;
 - (2) Classification/commodity of work items for which quotations were sought;
 - (3) Date, item and location for acceptance of subcontractor bid proposals;
 - (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
 - (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.
- OR
2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontract's* quote is excessively costly, the bidder/proposer must provide the following information:

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

B. Assist Agency Participation

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

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

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

VI. Procedure To Determine Bid Compliance

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must

be submitted in accordance with the guidelines stated:

- A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Contractor.
A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

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

- 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 either at the same time, or before the using Department receives the contractor's final invoice. Final payments may be held until the Utilization Reports have been received.
NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."
- C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractor's first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Executive Director shall be entitled to examine, on five (5) business days notice, the contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

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

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractor's notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI. above, "Procedure to Determine Bid Compliance."

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

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

IX. Non-Compliance and Damages

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

- (1) failure to satisfy the MBE/WBE percentages required by the contract; and

- (2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

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

X. Arbitration

- A. In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney*s fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.
- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney*s and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Record Keeping

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

XII. Information Sources

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

U.S. Small Business Administration
500 W. Madison Street, Suite 1250
Chicago, Illinois 60661
General Information
(312) 353-4528

**S.B.A. - Bond Guarantee Program
Surety Bonds**
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris
(312) 353-4003

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

Project information and general MBE/WBE information:

City of Chicago
Department of Procurement
Contract Administration Division
City Hall - Room 403
Chicago, Illinois 60602
Attention: Monica Jimenez
(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Office of Compliance
ATTN: Supplier Diversity Program
333 State Street, Suite 540
Chicago, IL 60604

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

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

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

American Brotherhood of Contractors Business Development Center

11509 S. Elizabeth

Chicago, IL 60643

Phone: (773) 928-2225

Fax: (773) 928-2209

Web: www.american-brotherhood.org

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: (847) 525-9693

Email: nakmancorp@aol.com

Black Contractors United

400 W. 76th Street, Suite 200

Chicago, IL 60620

Phone: (773) 483-4000

Fax: (773) 483-4150

Web: www.blackcontractorsunited.com

Chatham Business Association Small Business Development, Inc.

8441 S. Cottage Grove Avenue

Chicago, IL 60619

Phone: (773) 994-5006

Fax: (773) 994-9871

Web: www.cbaworks.org

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 Supplier Development Council, Inc.

105 W. Adams, Suite 2300

Chicago, IL 60603-6233

Phone: (312) 755-8880

Fax: (312) 755-8890

Web: www.chicagomsdc.org

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

855 W. Adams, Suite 100

Chicago, IL 60607

Phone: (312) 425-9500

Fax: (312) 425-9510

Web: www.ihccbbusiness.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

230 E. Ohio, Suite 400

Chicago, IL 60611

Phone: (312) 224-2605

Fax: (312) 6448557

Web: www.nawbochicago.org**Rainbow/PUSH Coalition**

International Trade Bureau

930 E. 50th Street

Chicago, IL 60615

Phone: (773) 256-2781

Fax: (773) 373-4104

Web: www.rainbowpush.org**Suburban Minority 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

Web: www.wcoeusa.org**Women's Business Development Center**

8 South Michigan Ave., Suite 400

Chicago, IL 60603

Phone: (312) 853-3477

Fax: (312) 853-0145

Web: www.wbdc.org**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**1253 W. 63rd Street

Chicago, IL 60636

Phone: (773) 863-0283

Englewood Black Chamber of Commerce

P.O. Box 21453

Chicago, IL 60621

South Shore Chamber, Incorporated

Black United Funds Bldg.

1813 E. 71st Street

Chicago, IL 60649-2000

Phone: (773) 955- 9508

United Neighborhood Organization (UNO)954 W. Washington Blvd., 3rd Floor

Chicago, IL 60607

Phone: (312) 432-6301

Fax: (312) 432-0077

Web: www.uno-online.org

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

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

Sincerely,

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

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

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

- I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____
- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
 - A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____
 - B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
 1. Profit and loss sharing: _____
 2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____

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

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

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

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

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

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

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.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

If any personnel proposed for this project will be employees of the joint venture:

- A. Are any proposed joint venture employees currently employed by either venturer?

Currently employed by non-MBE/WBE (number) _____ Employed by MBE/WBE _____

- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:**

C. Which venturer will be responsible for the preparation of joint venture payrolls:

- X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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
_____ Partnership

_____ Corporation
_____ 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: \$ _____

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true

MBE/WBE UTILIZATION REPORT

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 5

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

AND

ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

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

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) FOR ONLINE ELECTRONIC LOBBYIST DISCLOSURE SYSTEM FOR THE CITY OF CHICAGO, SPECIFICATION NO. 101998, 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 4.2, Item I, 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. 101998 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) _____, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

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

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

COMPANY NAME: _____
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: _____

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

State of _____ (Affix Corporate Seal)

County of _____

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

Notary Public Signature: _____ (Seal)

EXHIBIT 6

**CONTRACT INSURANCE REQUIREMENTS
AND INSURANCE CERTIFICATE**

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Chicago Board of Ethics Online Electronic Lobbyist Disclosure System Specification 101998

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 additional work or Services under the 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 insured, 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 the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

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

4) Error & Omissions/Professional Liability

When any system technicians, system engineers, project managers/administrators, electronic data processing (EDP) professionals including but not limited to system programmers, hardware and software designers/consultants or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include

performance of or failure to perform EDP, performance of or failure to perform other computer services and failure of software product to perform the function for the purpose intended. 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 the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

5) Valuable Papers

When any plans, designs, drawings, specifications, media, data, reports, records, reports and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the re-creation and reconstruction of such records.

6) All Risk Property/Installation – If Applicable

All Risk Property/Installation Insurance must be maintained by the Contractor at full replacement cost insuring loss or damage to City of Chicago property including Chicago Board of Ethics and Department of Innovation Technology system/equipment, computer hardware and software devices, machinery, equipment, materials, parts and supplies that are part of the project/Agreement during the course of design, development, installation, upgrade, support and testing until City acceptance and thereafter during storage, maintenance and/or repairs. Also if applicable, coverage is to include City property at Contractor's site while in the care, custody and control of Contractor. The City of Chicago is to be named as an additional insured and loss payee.

Contractor is responsible for all loss or damage City property at full replacement cost including City systems/equipment that results from the Agreement.

Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipments, tools and supplies), owned, used, leased or rented by Contractor.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North La Salle Street, Chicago, IL 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 coverage 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 requirements of Agreement. The failure of the City to obtain certificates or

other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverage. 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. Non-fulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Contractor.

The 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 coverage 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 coverage for Subcontractors. All Subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or Subcontractors desire additional coverage, the party desiring the additional coverage 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 #: 101998
 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				
Premise-Operations				
Explosion/Collapse Underground				CSL Per Occurrence \$
Products/Completed-Operations				
Blanket Contractual				
Broad Form Property Damage				General Aggregate \$
Independent Contractors				
Personal Injury				Products/Completed Operations Aggregate \$
Pollution				
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				Amount of Contract
Professional Liability				\$
Owner Contractors Protective				\$
Other				\$

- 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."
- The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- 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 7

**CITY OF CHICAGO
STANDARD CONTRACT TERMS AND CONDITIONS**

1. Deliverables

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

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 36 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 48 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 39. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

16. Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under the Agreement, then the City will notify 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

The Consultant will be responsible for reporting payments to all Subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the Consultant for services performed, on the first day of each month and every month thereafter, e-mail and/or fax audit notifications will be sent out to the Consultant with instructions to report payments that have been made in the prior month to each Subcontractor. The reporting of payments to all Subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Consultant has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an e-mail and/or fax notification requesting them to log onto the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Consultant and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at <https://chicago.mwdbe.com>.

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") 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) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

Contractor agrees that Contractor's failure to maintain current throughout the term and any extensions of the term, the disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, shall constitute an event of default.

(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 or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to Chapters 2-56 or 2-55 respectively of the Municipal Code of Chicago. Contractor understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code of Chicago. All subcontracts must inform Subcontractors of the provisions and require understanding and compliance with.

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, proper, 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 Contractor 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, 2011, the Base Wage is \$11.18 per hour, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. 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) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, 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 Contractor.

(iii) Contractor 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 Contractor by a City employee or City official in violation of Section 46(c)(ii) above, or advocating a violation of Section 46(c)(iii) above, Contractor 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. Consultant will also cooperate with inquiries by IGO Hiring Oversight or the *Shakman* Monitor's Office related to the contract.

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. Ineligibility to do Business with City

Failure by the Contractor or any Controlling Person (defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code shall render this Contract voidable or subject to termination, at the option of the Chief Procurement Officer. Contractor agrees that Contractor's failure to maintain eligibility (or failure by Controlling Persons to maintain eligibility) to do business with the City in violation of Section 1-23-030 of the Municipal Code shall constitute an event of default.

52. 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.

53. 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 Consultant 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.

54. Definitions

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

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

"Agreement" means this 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.

"Board" or "Department" means the Chicago Board of Ethics.

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

"Executive Director" means the Executive Director of the Chicago Board of Ethics and any representative authorized in writing to act on the Executive Director's behalf.

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

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

EXHIBIT 8
SCOPE OF SERVICES

1.0 Document Overview

The City of Chicago Board of Ethics (Board) is, pursuant to § 2-156-380(m) of the Chicago Municipal Code (MCC), implementing an electronic system for lobbyist registration and reporting. The City is seeking to implement a system by May 1, 2012, that will have the following capabilities: (i) enable lobbyists registered with the City to file, on line, all required registration documents and activity reports (pursuant to the filing deadlines in Article 3 of the Governmental Ethics Ordinance, § 2-156-200, et seq.); (ii) enable the Board to review and approve these filings promptly and communicate with lobbyists who must and have not completed their filing requirements; and (iii) make data compiled from all lobbyists' filings publicly available on line in various reporting formats which may be searched and queried. The Board is planning to replace its existing paper-based process for the submission and approval of all lobbyists' filings with the on-line system described herein. The goal of this system is to enable lobbyists to register and file required disclosures efficiently and less expensively, and to dramatically increase transparency of lobbyist data and thus of government generally.

This document includes the following major functional requirements:

- Email notification system that will update both City and lobbyists events within the system
- Online, secure lobbyist login, registration and disclosure process
- Online entry and submission of lobbyist registration, amendment and activity reports
- Board administrator ability to modify lobbyist registration, amendment and activity reports as required
- Online payment of all lobbyist registration fees and integration in City's revenue systems
- Creation of dynamic database containing data from fields in the lobbyist registration and report filings
- Workflow for Board review, approval or rejection of lobbyists' filings
- Posting data from database into queriable, searchable online reporting
- Initial one-time upload and integration of existing lobbyist data, from June 2011-present, into this system's database
- Public search and retrieval of all lobbyists' filings
- Robust data integrity and security models

The system must be built and in accordance with the standards for City of Chicago web-based applications and platforms. The latest version of these standards may be accessed by using the following link:

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

1.1 Graphic description of functional areas.

Lobbyist Filing – Functional Areas

1A. Lobbyist Registration

- Secure login
- Register Lobbyist and associated Clients
- Fill in, Modify, and Store Registration Form
- Search and view Lobbyists
- Workflows (registration form approval/rejection)
- Pay Registration (Lobbyist plus additional Clients)
- Send Receipts and Registration Confirmation
- Send scheduled notifications by email

1B. Lobbyist Amendment

- Secure login
- Search and view Lobbyists and Registrations
- Modify and Store Registration Amendment
- Workflows (amendment form approval/rejection)
- Pay Registration amendment for additional Clients
- Send Receipts and Amendment Confirmation
- Send scheduled notifications by email

1C. Lobbyist Activity Filing

- Secure login
- Search and view Lobbyists
- Fill in, Modify, and Store Activity Form
- If Activity is reported for new Clients, amend Registration and pay for additional Clients
- Workflows (Activity form approval/rejection)
- Send Receipts and Activity Filing Confirmation
- Send scheduled notifications by email

1D. Lobbyist Termination

- Secure login
- Search and view Lobbyists
- Fill in, Modify, and Store Termination Form
- Workflows (Termination form approval/rejection)
- Send Termination Confirmation
- Send scheduled notifications by email

2. Reporting

- Secure login
- Search and view forms
- Track status of Lobbyist Registration, Amendments, and Activity Filing submissions
- Report on Lobbyist Activity through defined templates
- Download data to Excel
- Export data to Data Portal

3. Public Interface

- Search and view forms
- Access Reports on Lobbyist Activity through defined templates
- Workflows (submit questions, issues, suggestions to Administration)
- Read Chicago's lobbying and registration and disclosure laws
- Access Ethics Home Website

4. Administration

- Secure login
- Workflow (forms review, approval/rejection, payment receipts)
- "Proxy" login as Lobbyist to file paper forms or provide data entry support
- User maintenance
- System Defaults (Registration and Activity Filing due dates, email text, greeting, etc.)

5. Technical

- Notify Lobbyists of annual registration and quarterly activity filing deadlines
- Calculate and process Lobbyist and Client fees using City's eCheckout application
- Export defined datasets for external open data portal and adhoc reporting tools
- One-time data migration to upload existing Lobbyist and Activity data

2.0 Lobbyist users' interface

2.1 Description

All persons lobbying the City (as defined in § 2-156-010(p) of the MCC) must register annually with the Board, amend their registration as required, and file semi-annual reports of their lobbying activity. As of May 2012, these lobbying activity reports will be filed quarterly, every January 20th, April 20th, July 20th and October 20th. By law, all filings must be "certified" and "in writing," but on a form prescribed by the Board. The fields required in these filings and reports are established by law, as are filing deadlines. The Board must then make these filings and reports and data from them available to the public. The registration documents must be filed annually by January 20, or within 5 days of when a lobbyist first engaged in lobbying, and must be amended within 14 days of a change. Unless accepted by the Board, lobbyists must pay a \$350 annual registration fee, as well as a \$75 fee for each client beyond the first client. The quarterly activity reports include information prescribed by the MCC about the lobbyist's activity within the past quarter. Lobbyists may file termination reports at any time, which must include their final activity report covering the last quarterly period in which they engaged in lobbying.

All the reporting fields in each of these filings and reports are established by law. Attached to this document (Attachment 1 Lobbyist Forms A to D) are the forms of the filings and reports that lobbyists are currently required to complete annually, quarterly and as appropriate and required from time to time based on amendments to the lobbyists' registration.

The system must, at a minimum, enable the Board to (i) notify registered lobbyists by email of upcoming deadlines, (ii) send and receive lobbyist correspondence regarding filings, and (iii) alert the Board that a lobbyist filing or report has been received by the system.

2.2 Lobbyist log in procedure

By law, lobbyists' filings must be certified. The system must enable existing and new lobbyists to obtain a user identification number and password for the purpose of log-in to a secure screen. The lobbyist must be able to use this combination as his or her e-signature. The system must provide the capability for lobbyists to save drafts before submitting, and provide prompts concerning incomplete fields before accepting a submission. The system must send email confirmation to each lobbyist confirming that a filing has been received and is pending review by the Board.

2.3 Lobbyist Registration

The system must also enable lobbyists to complete or amend the registration form and pay the correct registration fees online, using their e-signature. (See 5.4, below.) The system must generate a receipt for the fees, and send it to the lobbyists by email. The system must enable lobbyists to upload pdf or Word documents to the system as part of their registrations.

2.4 Lobbyist Quarterly Reports

The system must enable existing lobbyists to complete the required quarterly reports on line, using their e signature.

2.5 Lobbyist Terminations

The system must enable lobbyists to terminate their registration on line, using the appropriate form and their e-signature.

3.0 Board/Administrator Interface

3.1 Description

The system must allow overall administration of the process by a designated Board staff member (“Admin”). The system must notify the Board of all incoming filings and reports, allow for Board review, approval or rejection of filings, including the ability to notify the lobbyist of any incomplete fields or deficiencies.

3.2 Notifications to Lobbyists

The system must also enable the Board to notify lobbyists of upcoming deadlines, automatically or otherwise, with dates of distribution of such notifications set by the Board. The system should give the Board the ability to customize or edit text and the choice to send them by batch and/or individual email

The system must enable the Board to send emails as needed to lobbyists for multiple purposes, including, but not limited to (i) acknowledgement of the receipt of filings, (ii) final acceptance of filings, (iii) rejections of filings and (iv) notices of deficiencies, fee notifications and receipt for payments. Such communications should give the Board the ability to customize or edit the text and the choice to send such communications by batch or individual email.

The system must enable the Board to select email recipients (e.g. – email to all who have yet to file their 3rd quarter activity reports; emails to go to designated correspondent as well as to the lobbyist; emails to go only to the lobbyist).

3.3 Proxy

The system must be able to allow the Board to file for a lobbyist as a “proxy” so that the Board's Admin may:

- manually enter entire filing or parts of a filing
- make changes to filings (and have it logged)
- delete or re-set filings
- terminate a lobbyist
- delete employers, clients, etc. for lobbyist
- mark lobbyist as paid for registration or for additional clients, or exempt from paying any registration fee

3.4 Board approval

The system must provide that no filing by a lobbyist is considered “entered” or “filed” until approved by the Board. Therefore the system must provide the following capabilities:

- **all** filings and attachments must be reviewable by Admin prior to acceptance
- Filings may be rejected by the Admin, in whole or in part, for any deficiency, including incompleteness, faulty information, contract issues, or similar issues.
- Rejection of filings must allow for electronic notification, logging of the communication and attachments and the ability to ‘send back’ documents electronically.

3.5 Board communication with individual lobbyists

The system must enable the Board to attach internal comments to a lobbyist or filing that is not available to the public or the lobbyist. The system must record and store all communications between lobbyists and Board members, including the Admin.

3.6 Changes in filings dates, fees

The system must have the capability for the Board and/or the vendor to change parameters at the Board's discretion, including the ability to change fee amounts or filing dates, add or modify disclosure requirements, etc. Proposal responders should describe their processes for providing editable fields and business logic, based on future changes to business requirements, such as a change in the ordinance governing lobbyist rules and regulations.

3.7 Reports

The system must enable the Board to track the entire registration and filing process, including, but not limited to, (i) the ability to track which lobbyists have, or have not, filed a particular required filing or report, (ii) the ability to track which lobbyists' filings are pending review, and (iii) the ability to enable the Board to produce reports based on the foregoing information.

3.8 Approval/posting of data

The system must support workflow to allow pending lobbyist activity reports to be reviewed and approved by the Board, and then made available to the Public following approval.

3.9 Storage

The system must store all data entered for a minimum of 7 years, and enable the Board to delete it in whole after that time. The system must also enable the Board to change the date parameters of data posted in the Public Interface and the data search facility.

3.10 Public Access

The system must create a publicly viewable list of lobbyists, their employers and their clients, and enable the posting of a list on line. The system must allow the Board to update the posted list as needed. All posted lists must be assigned a version designation and all versions having the capability of being preserved. The lobbyist list is required by the Municipal Code.

4.0 Public Interface

4.1 Description

The Municipal Code requires that the Board shall, without delay, post filed activity reports and registration statements and terminations on line. The system shall meet this requirement by the capability to post filings and data to the Public upon Admin approval of filings or Admin proxy filings. The system must enable the public to view all of the registration statements, amendments thereto, activity reports, and terminations filed by all lobbyists. The system must also make a list of all registered lobbyists, their employers and their clients available on the internet.

4.2 Common or pre-set reports.

The system must enable the public to access the Public Interface through the internet and have the ability to generate and save or print, from the data, the following pre-set reports, downloadable to excel:

- ☐ To sort by highest to lowest compensated lobbyist
- ☐ To sort by client paying the highest to lowest compensation to lobbyists
- ☐ To sort by industry paying the highest to lowest compensation to lobbyists
- ☐ To view all gifts given by lobbyists from highest to lowest, recipient, and lobbyist
- ☐ To sort by lobbyist's political contributions, highest to lowest, and lobbyist, and recipient

4.3 Customizable Reports.

The system must enable the public to generate and save or print, from the data and on the internet, customized queries and customized reports based on the following fields across and in all lobbyists' filings, for specified registration periods (calendar years) or quarterly reporting periods, or combinations thereof:

Per lobbyist:

Lobbyist name
Lobbyist address
Lobbyist email
Lobbyist employer name
Amount of fees paid by lobbyist to Board by calendar year
Amount of fees paid by lobbyist to Board by quarter
Date lobbyist registration accepted by Board
Date of any amendment
List of each gift reported by lobbyist
Recipient of each gift reported by lobbyist
Department of Recipient of each gift reported by lobbyist
Value of each gift reported by lobbyist
Date of each political contribution reported by lobbyist
Recipient of each political contribution reported by lobbyist
Amount of each political contribution reported by lobbyist

Per client:

Client name
Lobbyist oral agreement?
Lobbyist written agreement?
City department(s) lobbyist will lobby before
Nature of client's business
City agency or department actually lobbied on behalf of client
City action sought on behalf of each client
Amount of compensation for lobbying reported for lobbying on behalf of client

Date of expenditure
Amount of expenditure
Client on whose behalf expenditure made
Purpose of expenditure
Name of recipient of expenditure
City action if any in connection with which expenditure was made

5.0 Technical Requirements

5.1 Description

Following is a list of high-level technical requirements required of the proposed solution to provide online, electronic registration and activity filing for Lobbyists.

5.2 Secure login

Secure login accessible from both inside and outside the City's Network.

- Login to the application for City-employee users should use the City's Active Directory username and password. This will minimize complexity and internal helpdesk calls.
- Login to the application (and registration for new administration accounts) should use the City's LDAP user management services to create users, change passwords, etc. This allows someone to use the same login/password for this as they do for other City services like water bills. (See attachment entitled User Management Web Service Specification Reference in Attachment Three.)

5.3 Batch email notification

Notify Lobbyists of annual registration and quarterly activity filing deadlines via batch email services.

5.4 Registration Fee processing

Integrate with the City's eCheckout application to process online payments. The vendor solution will calculate all charges and fees, and send order, line item and payment total information to the City's eCheckout application, which will collect customer payment information, submit it for authorization, and return the payment result to the vendor application. The vendor application is responsible for handling the post-sale customer experience, generating a customer receipt (for authorized payments) and calling eCheckout a second time to report the revenue collected to the City's financial system. (See attachment entitled eCheckout Interface Specification Reference in Attachment Two.)

5.5 Workflow

The system should include workflow processing to send email receipts and registration confirmations through email services.

5.6 Data Accessibility

The system should be compliant with all provisions of the Illinois Information Technology Accessibility Act Standards, regardless of whether the software is covered by the Illinois Information Technology Accessibility Act. The Illinois Information Technology Accessibility Act Standards are designed to ensure that technology is accessible to and usable by end users with disabilities, including but not limited to individuals who are blind or have visual impairments, individuals who are deaf or hard of hearing, individuals with intellectual and/or developmental disabilities and individuals with physical impairments that limit their mobility and manual dexterity.

If the Contractor provides an updated, new, or redesigned version or edition of the software that version must comply with all statutes, laws, regulations and executive orders regarding accessibility that would apply to the software if it was originally developed at that time.

5.7 Data Standards Compliance

The system, where applicable, should meet current industry standards such as Payment Card Industry (PCI) security standards and Health Insurance Portability and Accountability Act (HIPAA), etc.

PCI security standards are technical and operational requirements set by the Payment Card Industry Security Standards Council to protect cardholder data. The standards globally govern all merchants and organizations that store, process or transmit this data – with new requirements for software developers and manufacturers of applications and devices used in those transactions. Compliance with the PCI set of standards is mandatory for their respective stakeholders, and is enforced by the major payment card brands who established the Council.

HIPAA defines the HIPAA Privacy Rule, which protects the privacy of individually identifiable health information; the HIPAA Security Rule, which sets national standards for the security of electronic protected health information; and the confidentiality provisions of the Patient Safety Rule, which protect identifiable information being used to analyze patient safety events and improve patient safety.

5.8 Data Export

The system should include daily export of defined data sets to open data portal solution and/or adhoc reporting tools.

5.9 Existing data migration

The implementation of the system should include a one-time data migration from Oracle (data records) and FileNet (image files) to load existing Lobbyist and Activity data into the system.

5.10 Hosting

The hosting strategy will be recommended by proposal responders. The proposed solution for hosting and/or later hosting transition, should be detailed in the proposal

5.11 System availability

The Service Level Requirement for system availability should guarantee a minimum of 99.5% availability between the hours of 8am and 5pm (CST/CDT) seven days a week, and we expect that you propose a structure for performance credits and/or liquidated damages if service levels do not meet or exceed your proposed minimum service levels.

5.12 Data archive and retention

The Data archive and retention criticality is HIGH, and must be 100% recoverable within 48 hours, and must be retained for 7 years by law.

5.13 System and data recovery

The Disaster Recovery down time for restoration of data (SLA) requirement must be 100% recoverable within 72 hours.

5.14 Support and Maintenance

Respondent should propose support and maintenance options for either a vendor hosted or City hosted solution.

5.15 System Enhancement

The Respondent should propose options for modification and enhancements to the system, other than those described in Section 3.6, in response to rule changes, business process changes or for other reasons, and that it will do so by either (i) the City paying monthly support fees for enhancements or modifications, other than those described in Section 3.6, or (ii) paying ad hoc by specifying the scope of work in a Task Order Request or Amendment and negotiating the final design and implementation project cost with the vendor.

ATTACHMENT ONE
LOBBYIST FORMS A TO D



City of Chicago Board of Ethics
740 N. Sedgwick St., Suite 500
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Form A
Part 1 of 2

2011 LOBBYIST STATEMENT OF REGISTRATION

This Statement of Registration, Form A, consists of Parts 1 & 2. You must complete both parts; only Part 1, A.2 may be left blank. An amendment to this Statement of Registration, Form B, must be filed within 14 days of any substantial change in the information contained in this Registration Statement. NOTE: Pursuant to Section 2-156-290 of the City's Municipal Code, information you provide shall be made available to the public, which may include posting by the City on the Internet.

A. REGISTRATION INFORMATION

1. Salutation: _____ First Name: _____ M.I.: _____ Last Name: _____ Suffix: _____

Address: _____ City: _____ State: _____ Zip: _____

E-Mail: _____ Phone: _____ Fax: _____

2. Name and contact information to which you want mail or correspondence sent if different from above:

Salutation: _____ First Name: _____ M.I.: _____ Last Name: _____

Address: _____ City: _____ State: _____ Zip: _____

E-Mail: _____ Phone: _____ Fax: _____

3. Self Employed: ☐ **OR**

Employer Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

4. This Statement is accompanied by a registration fee of \$350.00 and \$75.00 for each client after the first client, paid in the form of:

Company Check: ☐ Certified Check: ☐ Cashier's Check: ☐ Money Order: ☐

Check or Money Order Number: _____

B. VERIFICATION

I, _____, as Registrant, state under oath or affirm or represent that I have examined the information in this Statement of Registration, which consists of Parts 1&2, including any attachments, and that to the best of my knowledge, information and belief, the information is accurate and complete.

Signature of Registrant or Designated Representative

Date

Signed and sworn or affirmed before me this _____ day of _____, 20____

Notary Public

2011 LOBBYIST STATEMENT OF REGISTRATION

Form A
Part 2 of 2

Part 2, C-F must be completed for each client on whose behalf the registrant expects to lobby the City or any City agency.

REGISTRANT NAME: _____

Self Employed: ☐ **OR** EMPLOYER NAME: _____

C. CLIENT INFORMATION

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

D. CONTRACTS / AUTHORIZATIONS

CONTRACT DATE: _____

1. Have you received or do you anticipate receiving compensation for lobbying for this client?

Yes ☐

No ☐

2. Have you incurred or do you anticipate incurring expenses on behalf of this client, whether or not you are reimbursed?

Yes ☐

No ☐

3. The Registrant lobbies on behalf of this client pursuant to (check one): Written Agreement ☐ Oral Agreement ☐

Oral Agreement

READ THIS! If the agreement is in writing, you must attach a copy of the relevant portion(s) of the agreement that describes the terms of the agreement between the Registrant and the client. If the agreement is oral, you must provide a written statement above reciting (i) whether you are authorized to incur expenditures on behalf of this client, (ii) whether expenditures you incur will be reimbursed by the client, and (iii) how your lobbying-related compensation, if any, is determined (e.g. salary, monthly retainer, hourly fee, etc...)

E. LOBBYING INFORMATION:

Identify each City agency that the Registrant expects to lobby on behalf of this client. Use additional sheets if necessary.

F. NATURE OF CLIENT'S BUSINESS:

Check the category that best describes the nature of your client's business.

- ☐ Arts / Entertainment
- ☐ Distribution & Leasing
- ☐ Education
- ☐ Engineering
- ☐ Environment
- ☐ Financial Institution / Banking
- ☐ Governmental Unit
- ☐ Health
- ☐ Hospitality / Restaurant
- ☐ Individual
- ☐ Information Technology

- ☐ Insurance
- ☐ Labor
- ☐ Manufacturing
- ☐ Marketing & Sales
- ☐ Media
- ☐ Public Interest
- ☐ Public Relations & Advertising
- ☐ Public Utilities
- ☐ Racing & Wagering
- ☐ Real Estate and Construction
- ☐ Religious Organization

- ☐ Retail
- ☐ Social Services
- ☐ Technology
- ☐ Telecommunications
- ☐ Tourism & Travel
- ☐ Trade and Professional Association
- ☐ Transportation
- ☐ Waste Management

☐ Other _____



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Form B

20 _____ AMENDMENT TO LOBBYIST STATEMENT OF REGISTRATION

Salutation: _____ First Name: _____ M.I.: _____ Last Name: _____ Suffix: _____

Address: _____ City: _____ State: _____ Zip: _____

Self Employed: ☐ **OR** EMPLOYER NAME: _____

Amend my Lobbyist Statement of Registration as follows:

☐ **Change the registrant contact information** (name, address, email, etc.)

Salutation: _____ First Name: _____ M.I.: _____ Last Name: _____ Suffix: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: _____ Fax: _____

☐ **Change the contact information** (name, address, email, etc.) of Employer or registrant's correspondent (Form A, A.2).
Complete and attach "Form A Part 1", but without registration fee.

☐ **Add the following client(s)** to my current registration. Attach a completed "Form A, Part 2" and \$75.00 for each added client.

☐ **Delete the following client(s)** from my current registration. Attach a completed "Form C, Part 3" for each deleted client.

☐ **Change information** (name, address, etc.) of client(s) for current registration. Attach a completed "Form A Part 2" for each client changed.

☐ **Delete the following Employer(s)**. Attach a completed "Form C" for each cancelled employer.

Signature of Registrant or Designated Representative

Date _____



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Form C
Part 1 of 3

LOBBYING ACTIVITY REPORT

For: ☐ July through December 20____ OR ☐ January through June 20____

This Activity Report, Form C, consists of **Parts 1, 2 & 3**. **Parts 1 and 2** must be completed by each Registrant. **Part 3** must be completed as indicated below in Section D, "Other Information". NOTE: *Pursuant to Section 2-156-290 of the City's Municipal Code, information you provide shall be made available to the public, which may include posting by the City on the Internet.*

A. REGISTRANT INFORMATION

1. Salutation:____ First Name:____ M.I.:____ Last Name:____ Suffix:____

Address:____ City:____ State:____ Zip:____

E-Mail:____ Phone:____ Fax:____

2. Self Employed: ☐ **OR** Employer Name:_____

3. Is this Activity Report being filed with a Termination Notice? Yes ☐ No ☐

LOBBYING ACTIVITY REPORT

Form C
Part 2 of 3

For: ☐ July through December 20____ OR ☐ January through June 20____

REGISTRANT NAME: _____

Self Employed ☐ OR EMPLOYER NAME: _____

C. ITEMIZED LIST OF GIFTS:

Registrant must report every gift made during the reporting period to an official or employee of the City by the Registrant. Gifts are anything of value including, but not limited to, food, beverage, travel, lodging, recreation and entertainment expenses.

For each gift given to an official or employee of the City, state recipient's name, title or position, City department, a description of the gift and its approximate value. Use additional sheets if necessary.

Recipient Name	Recipient Title	Recipient Department	Gift	Approximate Value

Ca. ITEMIZED LIST OF POLITICAL CONTRIBUTIONS:

Registrant must report every political contribution made to any candidate for City office, any elected official of the government of the City and any official or employee of the city seeking election to an office other than a City office during the reporting period.

RECIPIENT NAME (Individual or entity)	Amount of Contribution	Date of Contribution

D. OTHER INFORMATION:

Did the Registrant (i) lobby; or (ii) incur lobbying-related expenditures; or (iii) receive lobbyist-related compensation on behalf of/from ANY client during this reporting period? Yes ☐ No ☐

If you answered "No," you do not need to complete Part 3 of this form.

If you answered, "Yes," you must complete a Part 3 for EACH client on whose behalf lobbying was performed, or on whose behalf lobbying-related expenditures were made, or from whom lobbying related compensation was received.

NOTE: If you submit a Part 3 for some but not all of your registered clients, you are presumed to be representing that you did not lobby, incur expenditures or receive compensation on behalf of/from those clients for whom you have not submitted a Part 3.

Form C
Part 3 of 3
Page 1 of 2

For: ☐ July through December 20____ OR ☐ January through June 20____

Part 3, E-H must be completed for each client on whose behalf lobbying was performed, on whose behalf expenditures were made, or from whom compensation was received during the reporting period.

REGISTRANT NAME: _____

Self Employed ☐ **OR EMPLOYER NAME:** _____

E. CLIENT INFORMATION:

1. Client Name: _____

Business Address: _____ **City:** _____ **State:** _____ **Zip:** _____

State the nature of your client's business: _____

3. Has this client retained, employed, or designated you to lobby on behalf of another person or entity with respect to the lobbying activity covered by this report? Yes ☐ No ☐

IF YES, state the name of that other person/entity, its address, and the nature of its business:

F. LOBBYING ACTIVITIES:

Below, please (1) state the name of each City agency lobbied; (2) circle whether lobbying involved legislative or administrative action or both; and (3) give a brief description of the legislative or administrative action promoted or opposed. Be specific. For example, for real estate or zoning matters, provide the address of the property. For licensing matters, indicate the type of license. Include the formal designation of any proposed action or project, if known. ATTACH ADDITIONAL SHEETS IF NECESSARY.

[illegible]

REGISTRANT NAME: _____

Client Name: _____

G. COMPENSATION:

Was lobbying related compensation received during this reporting period from this client? Yes ☐ No ☐

IF YES, state the amount of lobbying-related compensation received from this client during the reporting period to the nearest \$1000.00.

\$ _____

If your client is your employer and lobbying accounts for only a portion of your compensation, then prorate the amount, as the percentage of time spent on lobbying compared to the time spent on all other employment duties.

H. EXPENDITURES:

1. During this reporting period has any single expenditure paid by you or charged to your client totaled \$250 or more? Yes ☐ No ☐

2. If you answered "Yes", for each single expenditure of \$250 or more provide the following information. Attach additional sheets if necessary.

DATE	AMOUNT	PURPOSE OF THE EXPENDITURE	NAME, ADDRESS AND NATURE OF BUSINESS OF THE RECIPIENT OF THE EXPENDITURE	LEGISLATIVE OR ADMINISTRATIVE ACTION, IF ANY, IN CONNECTION WITH WHICH EXPENDITURE WAS MADE

3. State the total amount of lobbying-related expenditures paid by you or charged to your client in each category. Enter an amount in all blanks, even if that amount is "0".

- a. Office expenses (even if 0) \$ _____
- b. Compensation to others (even if 0) \$ _____
- c. Public education, advertising and publications (even if 0) \$ _____
- d. Personal sustenance, travel and lodging (even if 0) \$ _____
- e. Other expenses, not reported above (even if 0) \$ _____

Total amount of expenditures (even if 0) \$ _____



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Form D

LOBBYIST TERMINATION NOTICE

This Termination Notice, Form D, must be completed by each Registrant who terminates **ALL** activities for all clients and all employers that require lobbyist registration. **NOTE: Pursuant to Section 2-156-290 of the City's Municipal Code, information you provide shall be made available to the public, which may include posting by the City on the Internet.**

A. REGISTRATION INFORMATION

1. Salutation: _____ First Name: _____ M.I.: _____ Last Name: _____ Suffix: _____
Address: _____ City: _____ State: _____ Zip: _____

2. Registrant hereby states, that effective (Date:) _____, the Registrant terminated ALL activities that require registration as a lobbyist with the City of Chicago Board of Ethics.*

B.

Registrant includes with this Notice a complete "**Lobbying Activity Report, Form C**", covering the period between Registrant's most recently filed Activity Report and the date of this Termination Notice. (Part 3 of the Activity Report is included for each client on whose behalf lobbying was performed, **or** on whose behalf related expenditures were made, **or** from whom lobbying related compensation was received).

Signature of Registrant or Designated Representative

Date

Signed and sworn or affirmed before me this _____ day of _____, 20_____

Notary Public

* This notice, when properly filed, relieves the Registrant of further reporting requirements under Chapter 2-156, Article III of the Municipal Code of Chicago, until and unless the Registrant again undertakes activities requiring registration.

ATTACHMENT TWO

ECHECKOUT INTERFACE SPECIFICATION REFFERENCE



city of **Chicago**



eCheckout Interface Specification Reference

Version 1.2

Submitted for Review and Approval To:



Submitted By:



October 26, 2010

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Revision History

Revision	Date	Author	Notes
1.0	06/28/2010	Diego A. Perez Mesa	<ul style="list-style-type: none">• Initial version
1.1	07/17/2010	Diego A. Perez Mesa	<ul style="list-style-type: none">• Incorporated feedback received during document reviewing meeting with WPS teams.
1.2	10/26/2010	Diego A. Perez Mesa	<ul style="list-style-type: none">• Added transaction id to Collect Payment Response data type.• Updated 'Payment Successful' section under 'The WPS Process after calling eCheckout' to request WPS to verify the transactionId attribute provided by eCheckout.• Changed attributes in Get Payment Response data type –See Table 12.<ul style="list-style-type: none">✓ Removed cardExpiration✓ Added peTransactionId✓ Renamed transactionDateTime to peTransactionDateTime

1. Introduction

The City of Chicago **Department of Innovation and Technology (DoIT)** created the stand-alone PCI-compliant **eCheckout System** to collect credit card (CC) and electronic check (EFT) payments and report revenue into **Revenue Accounting**. The **eCheckout System** will be used by the Hansen Inspections and Permitting system as well as other **Web Payment Systems (WPS)**.

The **eCheckout System** leverages the City's existing **online payment processing** and **Revenue Accounting** technologies and is a core component of **DoIT's** infrastructure. The system provides the following benefits:

- **Web Payment Systems** that use the **eCheckout System** do not have to comply with PCI (Payment Card Industry) Security regulations because they do not need to store, process, or transmit card holder data.
- This reduces the infrastructure and software systems that must be PCI compliant to the smallest possible footprint by removing all requirements to be PCI-compliant from Hansen and other **Web Payment Systems**.
- The **eCheckout System** meets all Payment Card Industry (PCI) security standards.
- It can be used by other Chicago **Web Payment Systems** in the future.
- It uses standardized best practices for processing credit card and electronic check payment transactions.
- It helps the City manage risk and comply with security requirements.
- It leverages existing IT investments.

1.1. Purpose

The purpose of this document is to describe the requirements and technical specifications of the interface between a **Web Payment System** and the **eCheckout System** and to provide the details of the web service operations exposed by **eCheckout**.

1.2. Audience

The intended audience for this document includes application architects and programmers for **Web Payment Systems**. The document assumes prior knowledge of XML, SOAP, Web Services. This document doesn't cover implementation details on client **Web Payment Systems**.

1.3. Related Documents

This version of the **eCheckout Interface Specification Reference** document correlates with the **Functional Requirements Version 1.5** document.

2. System Overview

The **eCheckout System** provides services that will allow a **Web Payment Systems** to:

1. **Collect Payment** (via credit card or EFT). This feature is a service that allows client systems to direct end users to a common set of web pages with which end users interact in order to specify and submit online payments.
2. **Report Revenue** to the City's Revenue Accounting system. The Report Revenue feature is a service that allows client systems to report the revenue collected to the City's Revenue Accounting system.
3. **Get Payment**. This feature is a service that allows client systems to obtain detailed information, including the status, of a submitted order.
4. **Reverse Payment**. This feature is a service that allows client systems to reverse a successful payment.

Sections below describe the details of the interfaces between a **Web Payment Systems** and **eCheckout** for each of the **eCheckout** provided services.

2.1. Collect Payment

WPS clients use this service to collect payments. This is the most important service provided by **eCheckout** since it is the one that handles all of the PCI-related data for a **WPS** client.

Figure 1 below depicts the interaction between a **Web Payment Systems** and **eCheckout** for payment collection. The interaction involves three (3) processes:

- The **WPS Process prior to calling eCheckout**
- The **eCheckout Process**
- The **WPS Process after calling eCheckout**

The WPS Process prior to redirecting to eCheckout

End users select the item or items that they wish to purchase or pay for online. A purchase is typically for a permit, a vehicle sticker, a traffic report, a City calendar or some other good that is provided by the City. A payment is typically for a bill or invoice issued by the City, like Water bills, Parking Tickets and Business Taxes. The normal sequence of steps for this process is:

1. The end user goes to a City **WPS** to make a purchase or payment.
2. The end user specifies or selects the items for purchase or payment.
3. The website creates an Order with one or more Line Items. Each Line Item has an associated description, quantity and unit price, and each Order has a Total Amount.
4. The end user verifies the Order details and the payment amounts
5. The end user clicks a "**Checkout**" button.
6. The **WPS** calls the eCheckout '**collect payment**' operation and provides the Order and Line Items details, along with other information for transaction processing – Please refer to section '**4.1 Collect Payment**' for details.

7. **eCheckout** validates the '**collect payment**' request and returns a redirect URL or an error code/message – Please refer to section '**4.1 Collect Payment**' for details.
8. Based on the response the **WPS**:
 - a. Redirects the end user to the **eCheckout** redirect URL or
 - b. Handles error returned by **eCheckout** accordingly.

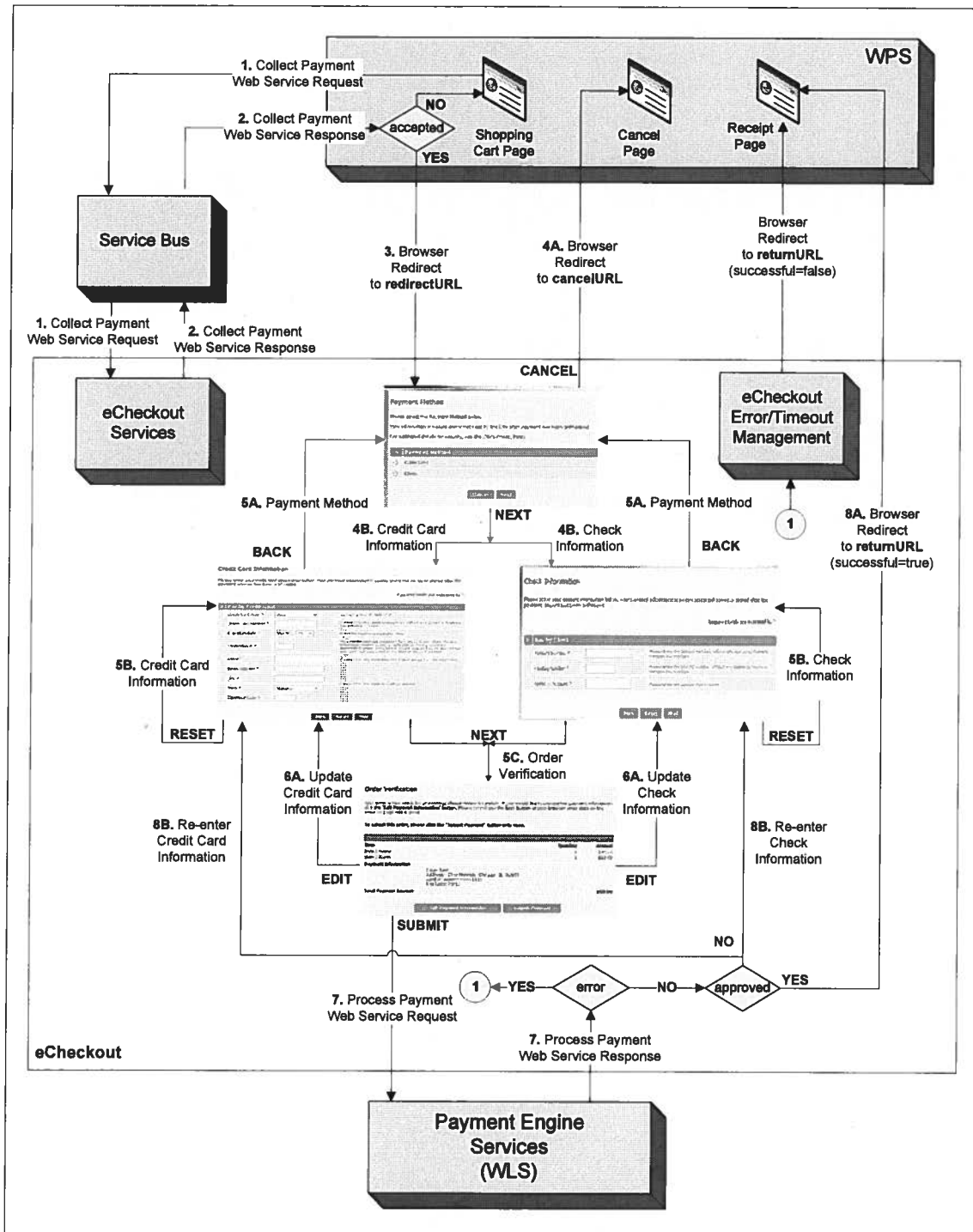


Figure 1 – Collect Payment Interaction

The eCheckout Process

Once the **WPS** redirects the end user to the redirect URL **eCheckout** will take over control. The **eCheckout** process involves five (5) steps and one possible (1) exception.

Step 1: Select Payment Method

eCheckout displays the 'Select Payment Method' page. The end user selects the desired payment method. Two payment methods are available:

1. Credit Card
2. Check (EFT)

Two (2) action buttons are available on this page:

- **Cancel.** The end user is returned to the **WPS** 'cancel URL'.
- **Next.** The end user is sent to a page to enter the payment information.

Note: If the **WPS** is configured to DO NOT accept checks – this configuration will only be available to existing WPS that do not accept checks; the **Department of Revenue's** preference is that every **WPS** would accept both, checks and credit cards – then **eCheckout** will skip 'Step 1' and send the user directly to the credit card information collection page – See 'Step 2: Provide Payment Details'.

Input Validation

When the end user clicks the 'Next' button **eCheckout** validates that an option was selected. If no option is selected the 'Select Payment Method' page is redisplayed with an error message indicating that an option should be selected.

Step 2: Provide Payment Details

After the end user selects the desired payment method **eCheckout** displays a page to collect the credit card or check information.

Three (3) action buttons are available on these two (2) pages:

- **Back.** The end user returns to the 'Select Payment Method' page.
- **Reset/Clear.** All input fields are cleared and the page is redisplayed.
- **Next.** The end user is sent to a page to verify the order information.

Input Validation

When 'Next' is clicked **eCheckout** confirms that all mandatory fields are populated and that valid values are entered for all fields. If there are any validation issues the page is redisplayed with messages for each invalid field.

Step 3: Verify Order (before payment)

After validating the payment information **eCheckout** displays a page with all order and payment details. The end user clicks "Submit Payment" to tender the payment.

For each 'Item' in the order **eCheckout** will display the following information that was provided by the **WPS** during the collect payment call: '**Item Name**', '**Item Description**', '**Quantity**' and '**Amount**'.

Two (2) action buttons are available on this page:

- **Edit Payment Information.** The end user returns to the Check or Credit Card 'Payment Information' page.
- **Submit Payment.** The payment is submitted for authorization and approval.

Step 4: Submit Payment

When the end user clicks 'Submit Payment' **eCheckout** sends the payment to the City's Payment Engine service. From there it goes on to either the credit card or EFT authorizer. There are three possible outcomes:

a. Payment Approved

If the payment is approved the end user is redirected back to the originating website and **eCheckout** sends the originating website the payment confirmation details. The transaction is complete and the **eCheckout** process is finished. The originating website handles all post-payment actions (presenting a 'Thank You/Receipt' page, sending a receipt email, etc.).

b. Payment Denied

Payment submissions can be denied for a number of reasons: invalid card or EFT information and insufficient funds available are two common reasons.

If the payment is denied the end user is sent to the 'Payment Information' page with a message indicating that the payment was rejected. A general reason for the rejection may be provided (specifics are masked to prevent fraudulent activity) along with a suggestion to review the payment details and try again.

The end user can correct any mistakes in the payment details and resubmit the payment, change the payment details (use a different credit card or checking account), or go back to the Select Payment Method page and change the type of payment being tendered. If the second payment submission is rejected, the end user returns to the Payment Information page and can try again. This loop can be repeated until the payment is accepted or until the end user cancels the order or abandons the process.

c. Payment Processing Error

If an unexpected error occurs during the payment process –this could be a technical problem, a service availability problem, a timeout or other exception– **eCheckout** redirects the end user back to the originating **WPS** and included an error code and message with information about the problem. These types of errors are only generated when the full round-trip message cannot be completed or is taking an unacceptably long period of time.

Step 5: Return back to WPS

The **eCheckout** process is completed once control is returned back to the WPS. Sections below describe the details of the four (4) possible situations when **eCheckout** will return control back to the WPS.

1. Payment Approved

After a payment is approved **eCheckout** will redirect the end user back to the **WPS** using the 'return URL' provided during the collect payment operation call. The response to the **WPS** is returned in key/value pairs as an HTTP GET (post back). Table 1 below describes the data that is returned back to **WPS**.

Example of a successful transaction (where return.aspx is the return URL):

<https://mydomain.com/return.aspx?successful=true&orderId=632819&errorCode=000&errorMessage=Success&transactionId=00200020302&sessionId=ddc2e76644e8dde7308d42606f7f7e74&transactionDatetime=20100707180257>

Attribute	Type	Description
successful	Required	This is the success or failure code: true = Success false = Failure
errorCode	Required	The error code if successful is false. Success has the value "000"
errorMessage	Required	The error message if successful is false. Success has the value "Success"
orderId	Required	The id that uniquely identifies the order within the client WPS and that was provided during the initial service call.
sessionId	Optional	The unique session identifier for the customer user on the WPS that was provided during the initial service call.
transactionId	Optional	The transaction ID from eCheckout.
transactionDateTime	Optional	The transaction date & time from the Payment Engine formatted as 'YYYYMMDDHHMISS'

Table 1 – Data Returned in 'return' URL

2. Payment Processing Error

If **eCheckout** cannot communicate with the Payment Engine or if it encounters any other critical error then the end user is redirected back to the **WPS** 'return URL' with an error message. Attributes in Table 1 are returned back to **WPS**. In these situations the **successful** attribute is set to **false** and the **errorCode** and **errorMessage** attributes contain the code and description of the error. Table 2 below describes the combination of error codes and error messages that could be returned by **eCheckout** when redirecting the end user to the **WPS** 'return URL' due to an error.

Example of an unsuccessful transaction (where return.aspx is the 'return URL'):

<https://mydomain.com/return.aspx?successful=false&orderId=632819&errorCode=110&errorMessage=PaymentEngineNotAvailable&sessionId=ddc2e76644e8dde7308d42606f7f7e74>

Error Code	Error Message
001	Exception processing request. Please contact eCheckout support team.
010	Payment Engine not available
011	Timeout

Table 2 – Return to WPS 'return URL' Error Codes and Messages

3. Payment/Checkout Process Takes Too Long to Checkout

To prevent unlimited checkout sessions, end users are given 10 minutes to complete the check out. After 10 minutes, if the end user has not completed the transaction, the session will expire and the end user will be redirected back to the **WPS 'return URL'** page with a timeout error (code 011).

4. Payment/Checkout Process Cancelled

If the end user cancels the **eCheckout** process –by clicking the 'Cancel' button on the 'Payment Method Selection' page– then the user is redirected back to the **WPS** using the 'cancel URL' provided during the collect payment service call. Table 3 below describes the data that is returned back to **WPS**.

Example of a cancel transaction (where cancel.aspx is the cancel URL):

<https://mydomain.com/cancel.aspx?orderId=632819&&sessionId=ddc2e76644e8dde7308d42606f7f7e74>

Attribute	Type	Description
ordered	Required	The id that uniquely identifies the order within the client WPS and that was provided during the initial service call.
sessionId	Optional	The unique session identifier for the customer user on the WPS that was provided during the initial service call.

Table 3 – Data returned on 'cancel' URL

Exception 1: Payment/Checkout Process Abandoned

If the end user abandons the **eCheckout** process –by closing a browser or navigating to another website– then **eCheckout** has no way to notify the client **WPS** that the end user has terminated the process. It therefore ends its internal user session after the 10 minutes timeout has expired.

The WPS Process after calling eCheckout

After calling **eCheckout** to collect a payment a **WPS** will wait for a call back from **eCheckout** and should be prepared to handle the following post-payment actions:

Payment Successful

After a successful payment, the **eCheckout** application sends the end user back to the originating website, along with information about the transaction – Please refer to '1. Payment Approved' for details.

The WPS should verify that the '**transactionId**' attribute that is part of the 'return' URL has the same value as the '**transactionId**' attribute provided by eCheckout as part of the Collect Payment Response – Please refer to 'Table 6 –Collect Payment Response data type' for details.

In the event that the '**transactionId**' attributes don't match the originating website will assume that the user intended to circumvent the system and as such take the appropriated actions – e.g. flag transaction as fraudulent, notify eCheckout support team, et cetera.

After verifying the '**transactionId**' the originating website can take the appropriate post-payment action: display an order receipt page, send an email receipt or other similar actions.

Payment Processing Error

If there was an error during the payment process and the **eCheckout** application can convey these results back to the originating website, it directs the end user back to the 'return URL' page in the originating application and sends any error information to the originating website – Please refer to '2. Payment Processing Error' for details.

The originating website normally displays the message "We're sorry, but your payment cannot be processed at this time." along with any other comments specific to the application ("Please try again later", "Save your order information and try again later", etc.).

Payment/Checkout Process Cancelled

If the payment attempt was denied and the end user elects to return to the originating website, the **eCheckout** application sends the user back to the 'cancel URL' on the originating website – Please refer to '4. Payment/Checkout Process Cancelled' for details.

Payment Timeout

If the **eCheckout** application timeout threshold is exceeded, a response to this effect is sent to the originating website and the originating website should act accordingly – Please refer to '3. Payment/Checkout Process Takes Too Long to Checkout' for details.

No Response from eCheckout

In circumstances where the end user abandons the **eCheckout** process or **eCheckout** is unable to respond –this would normally be the result of a technical issue such as a network problem, a server crash, a software failure or other problems of this sort– then **eCheckout** will not notify the client **WPS**.

Client systems should be designed to anticipate this rare but possible outcome, and handle end users appropriately. Information about the customer and the transaction should be saved before calling the **eCheckout** application. Having a timeout setting of 5 minutes, for example, allows the website to wait 5 minutes for a response from **eCheckout** before ending a user session and then updating the status of any pending transactions that have not received a response.

2.2. Report Revenue

WPS clients use this service to post revenue into **Revenue Accounting**. After receiving confirmation of a successful payment from **eCheckout** and clearing/updating the receivable the **WPS** calls this service to post the payment into **Revenue Accounting**.

Figure 2 below depicts the interaction between a **Web Payment Systems** and **eCheckout** for reporting revenue.

After accepting the request **eCheckout** will immediately try to post the payment into **Revenue Accounting**. There are three (3) possible outcomes:

1. **Posting is successful.** In this case **eCheckout** will return back to the **WPS** the posting transaction ID and date/time provided by **Revenue Accounting**.
2. **Posting failed due to error.** In this case **eCheckout** will return back to the **WPS** an error code indicating the nature of the problem. **eCheckout** will NOT retry to post this transaction.
3. **Posting is pending due to unavailability of Revenue Accounting.** In this case **eCheckout** will return back to the **WPS** a response indicating that it will retry to post the transaction at a later time. In order to verify successful posting the **WPS** should invoke the get payment operation at a later time.

WPS intending to use the report revenue operation need to make sure that, when invoking the collect payment operation, the receivable type attribute is set for each item that constitutes the order. **eCheckout** will verify that receivable type is set for each item in the order and reject the report revenue request if this condition is not satisfied.

Note: The **Revenue Accounting** team will provide the receivable type attribute values. Invalid receivable types will result in **Revenue Accounting** rejecting the report revenue/ payment posting request.

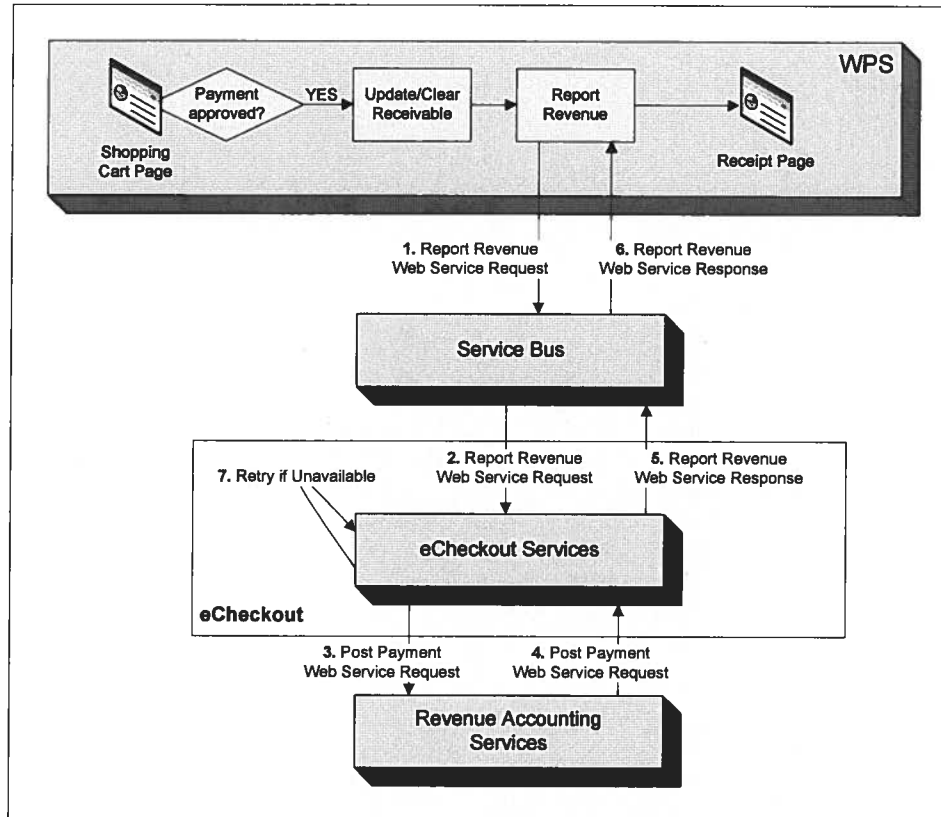


Figure 2 – Report Revenue Interaction

2.3. Get Payment

WPS will use this service when they need to obtain detailed information for a successful payment or when they need to establish the status of a submitted order.

Figure 3 below depicts the interaction between a **Web Payment Systems** and **eCheckout** for getting detailed information for a payment/order.

If **eCheckout** accepts the request then the response sent back to the **WPS** will include the current status of the order along with the detailed information if the payment was approved - Please refer to '4.3 Get payment' for details.

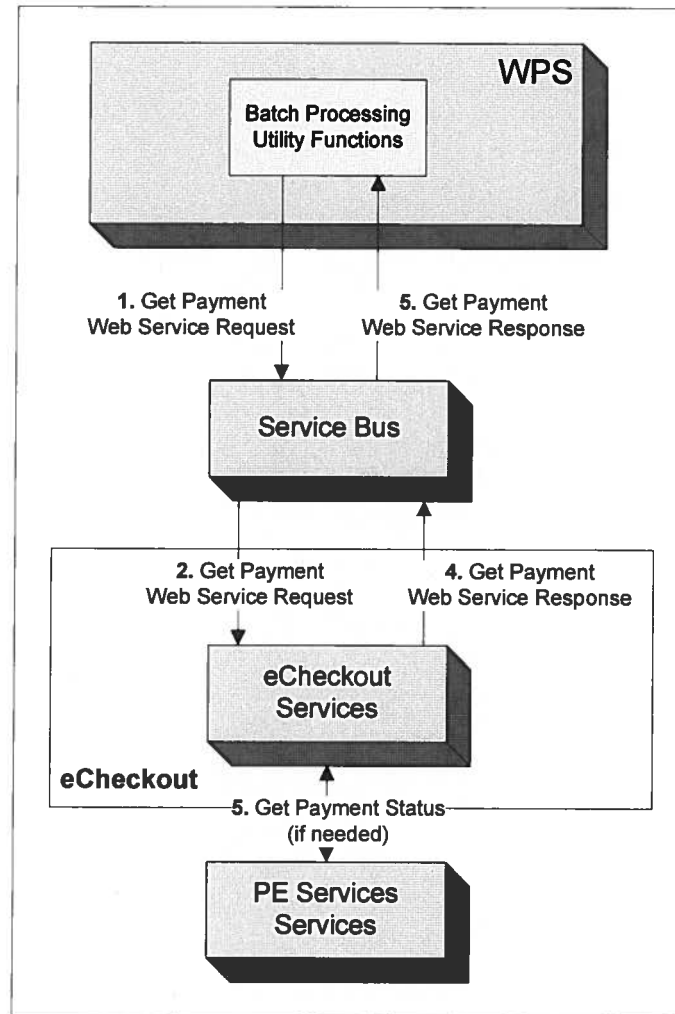


Figure 3 – Get Payment Interaction

An order can have any of the statuses listed below. Figure 4 depicts the different statuses and the relationships between them.

- **CA – Collect Payment Accepted.** A Collect Payment Request was accepted.
- **CI – Collect Payment Invalid.** A Collect Payment Request was not accepted due to ERRORS.
- **CP – Collection in Progress.** Order payment collection is in progress.
- **C – Cancelled.** Order was cancelled.
- **S – Submitted.** Payment was submitted to Payment Engine (PE) for processing.
- **A – Approved.** Payment collected (Approved by PE).
- **D – Denied.** Payment denied by Payment Engine (PE).
- **E – Exception.** Payment exception when calling Payment Engine (PE).
- **PP – Posting in Progress.** Posting to Revenue Accounting is in Progress.

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- ```

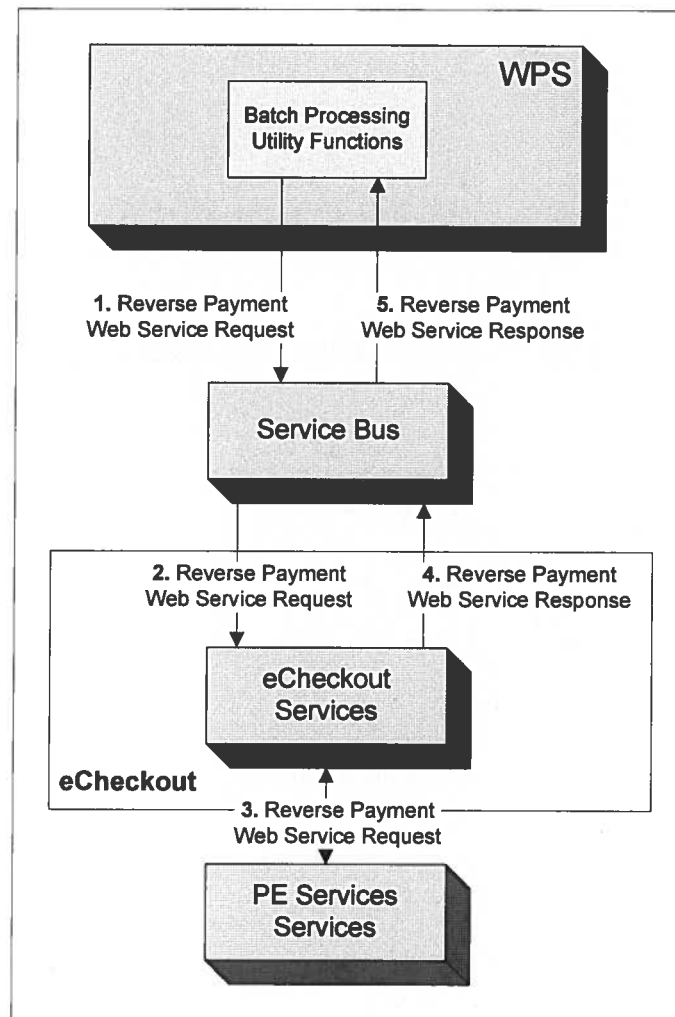
graph TD
 CA((CA)) -- "Collection Request" --> CI((CI))
 CA -- "Redirect from WPS" --> CP((CP))
 CP -- "Cancelled" --> C((C))
 CP -- "Payment Submitted" --> S((S))
 S -- "Payment Exception" --> E((E))
 S -- "Denied" --> D((D))
 D -- "Cancelled" --> C
 D -- "Retry" --> CP
 S -- "Approved" --> A((A))
 A -- "Revenue Report Request" --> PP((PP))
 A -- "Reverse Request" --> RP((RP))
 P((P)) -- "Reverse Request" --> RP
 PP -- "Reverse Request" --> RP
 PP -- "Reverse Request" --> P
 PP -- "Post Accepted" --> P
 PP -- "Rev. Acc. Unavailable" --> PR((PR))
 PR -- "Posting Exception" --> PE((PE))
 PR -- "Posting Exception" --> PP
 PE -- "Posting Exception" --> PP
 PE -- "Reverse Request" --> RP
 RP -- "Reverse Exception" --> RE((RE))
 RE -- "Reverse Accepted" --> R((R))

```

## 2.4. Reverse Payment

When performing a reversal, the client should ensure that the state of the order/payment to be reversed is Approved (A) or Posted (PP, PE, or P). Any other state will result in a rejected reversal request. To find out if an order/payment has been successfully reversed, the **WPS** should look for a state of Reversed (R) returned when calling the get payment service.

Figure 5 below depicts the interaction between a **Web Payment Systems** and **eCheckout** for reversing an order/payment.



**Figure 5 – Reverse Payment Interaction**

### 3. Service Interface

The **eCheckout System Service** exposes two core operations and two support operations that can be invoked by a **Web Payment Systems**:

**Core Operations:**

1. Collect payment (***collectPayment***)
2. Report revenue (***reportRevenue***)

**Support Operations:**

1. Get payment (***getPayment***)
2. Reverse payment (***reversePayment***)

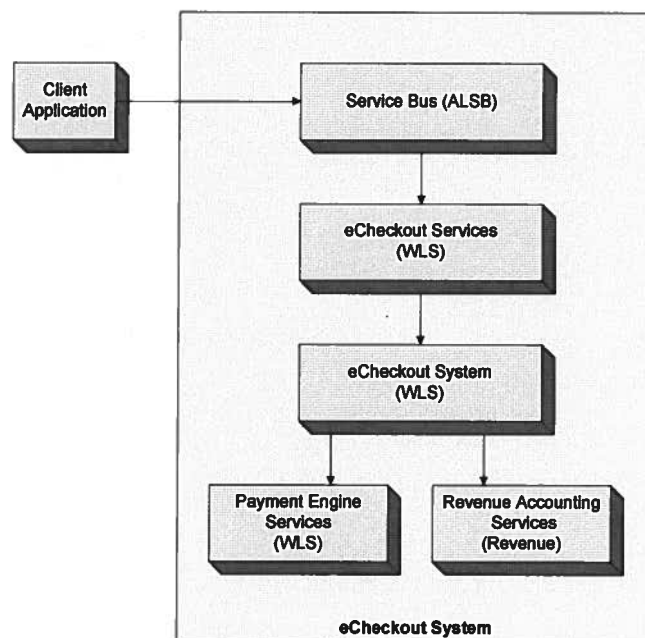
#### 3.1. Implementation

The **eCheckout System Service** is implemented as a SOAP web service only available over HTTPS.

#### 3.2. Dependencies

The **eCheckout System Service** depends on the **Payment Engine** and **Revenue Accounting** services.

#### 3.3. Logic Architecture Diagram



**Figure 6 –Logical Architecture**

### 3.4. Security

The **eCheckout System Service** is secured using three different types of security:

1. **Transport-Level Security.** **WPS** will invoke the web service using SSL to secure the connection between the client application and the Web Service.
2. **Access Control Security.** The **WPS** client application will authenticate itself, using the eCheckoutUserID and eCheckoutPassword tokens provided by **DoIT**, to the web service when the client invokes one of its operations.
3. **Message-Level Security.** The SOAP messages between the **WPS** client application and the web service it is invoking should be digitally signed using the eCheckoutUserID and eCheckoutPassword tokens provided by DoIT.

Failure to comply with any of these 3 types of security when invoking a service on **eCheckout** will result in the rejection of the request by **eCheckout**.

### 3.5. WSDL

QA ALSB: <https://webappsqa.cityofchicago.org/eCheckoutService?WSDL>

Production ALSB: <https://webapps.cityofchicago.org/eCheckoutService?WSDL>

## 4. Service Operations

The **eCheckout System Service** implements the four (4) operations described in the sections below.

### 4.1. Collect Payment

**WPS** clients use this service to start a payment collection. The **WPS** calls the **collectPayment** operation passing the required information using a 'Collect Payment Request' data type. **eCheckout** will return back a 'Collect Payment Response' data type indicating if the request was accepted or not.

#### **Collect Payment Request**

When invoking the **collectPayment** operation the **WPS** will provide the required information by passing a 'Collect Payment Request' data type. Table 4 describes the fields on the 'Collect Payment Request' data type.

| Attribute         | Type                                       | Mandatory/<br>Optional | Description                                                                                                                                       |
|-------------------|--------------------------------------------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| returnURL         | String                                     | Mandatory              | The https URL on the calling WPS that can process the payment success/error action.                                                               |
| cancelURL         | String                                     | Mandatory              | The https URL on the calling WPS where the user is redirected if the payment is cancelled.                                                        |
| sessionId         | String<br>Alphanumeric                     | Optional               | The unique session identifier for the user on the WPS.                                                                                            |
| clientId          | String<br>Alphanumeric<br>Maximum 10 chars | Mandatory              | Unique ID of the invoking WPS to be provided by <b>DoIT</b> .                                                                                     |
| orderId           | String<br>Alphanumeric<br>Maximum 10 chars | Mandatory              | A value that uniquely identifies the order within the client WPS. eCheckout requires that the client id and client order number be a unique pair. |
| customerFirstName | String<br>Alpha. Max 30 chars              | Mandatory              | First name of the customer making the payment.                                                                                                    |
| customerLastName  | String<br>Alpha. Max 30 chars              | Mandatory              | Last name of the customer making the payment.                                                                                                     |
| customerEmail     | String<br>Alpha<br>Maximum 64 chars        | Optional               | Email of the customer. If provided then Payment Engine will send a confirmation email upon payment confirmation                                   |
| paymentAmount     | Double<br>Two decimals                     | Mandatory              | The total amount to be paid. Sum of amounts from line items.                                                                                      |
| paymentItems      | PaymentItem<br>-see description below-     | Mandatory              | The <u>List of Items</u> that constitute the payment to be processed.                                                                             |

**Table 4 –Collect Payment Request data type**

Table 5 below describes the '*Payment Item*' data type.

| Attribute      | Type                                 | Mandatory / Optional                                                 | Description                                                                                                                                                                                                                                 |
|----------------|--------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| id             | String<br>Alphanumeric. Max 10 chars | Mandatory                                                            | The line item receivable id, identification id or charge id.                                                                                                                                                                                |
| name           | String<br>Alphanumeric. Max 30 chars | Mandatory                                                            | Line item name.                                                                                                                                                                                                                             |
| description    | String<br>Alphanumeric. Max 80 chars | Mandatory                                                            | Line item description.                                                                                                                                                                                                                      |
| amount         | Double<br>Two decimals               | Mandatory                                                            | Line Item amount.                                                                                                                                                                                                                           |
| quantity       | Integer                              | Mandatory                                                            | Line Item quantity.                                                                                                                                                                                                                         |
| capsCode       | String<br>Alphanumeric. Max 4 chars  |                                                                      | Line item caps code supplied for this line item (Issued by RECAPS).                                                                                                                                                                         |
| receivableType | String                               | Optional/<br>Mandatory if reporting revenue through <b>eCheckout</b> | The receivable type on the Revenue Accounting system. If the <b>WPS</b> intends to report revenue through <b>eCheckout</b> and is configured as such then this attributed will be required. Revenue Accounting will provide this attribute. |

**Table 5 – Payment Item data type**

### ***Collect Payment Response***

**eCheckout** will validate the request – see validation rules below - and return back a '*Collect Payment Response*' data type. Table 6 below describes the fields on the '*Collect Payment Response*' data type.

| Attribute     | Type                                 | Mandatory / Optional | Description                                                                     |
|---------------|--------------------------------------|----------------------|---------------------------------------------------------------------------------|
| successful    | Boolean                              | Mandatory            | True or false indicating whether eCheckout accepted the payment request or not. |
| errorCode     | String<br>3 numbers                  | Mandatory            | The error code if successful is false. Success has the value "000".             |
| errorMessage  | String<br>Alphanumeric               | Mandatory            | The error message if successful is false. Success has the value "Success".      |
| securityToken | String<br>Alphanumeric. Max 10 chars | Optional             | The security token.                                                             |
| redirectURL   | String<br>Alphanumeric               | Optional             | The https URL where the WPS will redirect the user to.                          |
| transactionId | String<br>Numeric                    | Optional             | The eCheckout transaction id.                                                   |

**Table 6 –Collect Payment Response data type**



## Validation

**eCheckout** will validate the request using the following rules:

- **returnURL** is not empty, it follows a "^https://(.\*)\$" pattern and it has a maximum of 356 chars.
- **cancelURL** is not empty, it follows a "^https://(.\*)\$" pattern and it has a maximum of 356 chars.
- **sessionId** is not empty and it has a maximum of 128 chars.
- **clientId** is not empty, it has a maximum of 10 chars, and the client is enable to use eCheckout.
- **orderId** is not empty and it has a maximum of 10 chars.
- **customerFirstName** is not empty and it has a maximum of 30 chars.
- **customerLastName** is not empty and it has a maximum of 30 chars.
- **paymentAmount** is not empty, it's more than 0, it has no more than two decimals and it's equal to the sum of the payment items amount.
- **paymentItems** is not empty. There should be at least one item. For each item the following rules will be applied:
  - **id** is not empty and it has a maximum of 10 chars.
  - **name** is not empty and it has a maximum of 30 chars.
  - **description** is not empty and it has a maximum of 80 chars.
  - **amount** is not empty, it's more than 0 and it has no more than two decimals.
  - **quantity** is not empty, it's an integer, and it's more than 0.
  - **capsCode** is not empty and it has a maximum of 4 chars.
  - **receivableType** is not empty if **WPS** is configured to report revenue through eCheckout.

## Error Codes and Messages

If **eCheckout** doesn't accept the collect payment request it will return '**false**' on the **successful** attribute of the '**Collect Payment Response**' data type and it will indicate the error type by populating the **errorCode** and **errorMessage** attributes. Table 7 below describes the combination of error codes and error messages to be returned by **eCheckout**.

| Error Code | Error Message                                                                         |
|------------|---------------------------------------------------------------------------------------|
| 001        | ECHECKOUT ERROR: Exception processing request. Please contact eCheckout support team. |

|     |                                                                                                                                            |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------|
| 110 | COLLECT PAYMENT ERROR: invalid return URL; must provide a valid (https) returnUrl with a maximum of 256 chars.                             |
| 111 | COLLECT PAYMENT ERROR: invalid cancel URL; must provide a valid (https) cancelURL with a maximum of 256 chars.                             |
| 112 | COLLECT PAYMENT ERROR: invalid client Id; client Id is required. It must be an alphanumeric value with a maximum of 10 chars.              |
| 113 | COLLECT PAYMENT ERROR: invalid order Id; order Id is required. It must be an alphanumeric value with a maximum of 10 chars.                |
| 114 | COLLECT PAYMENT ERROR: invalid customer first name; customer first name is required. It must be an alpha value with a maximum of 30 chars. |
| 115 | COLLECT PAYMENT ERROR: invalid customer last name; customer last name is required. It must be an alpha value with a maximum of 30 chars.   |
| 116 | COLLECT PAYMENT ERROR: invalid payment amount. It must be a numeric value with a maximum of 2 decimals                                     |
| 117 | COLLECT PAYMENT ERROR: missing payment items; must have at least one valid item.                                                           |
| 118 | COLLECT PAYMENT ERROR: bad payment item; missing item identifier. It must be an alphanumeric value with a maximum of 10 chars.             |
| 119 | COLLECT PAYMENT ERROR: bad payment item; missing item name. It must be an alphanumeric value with a maximum of 30 chars.                   |
| 120 | COLLECT PAYMENT ERROR: bad payment item; missing item description. It must be an alphanumeric value with a maximum of 80 chars.            |
| 121 | COLLECT PAYMENT ERROR: bad payment item; missing or invalid item quantity (must be greater than zero).                                     |
| 122 | COLLECT PAYMENT ERROR: bad payment item; missing or invalid item amount.                                                                   |
| 123 | COLLECT PAYMENT ERROR: bad payment item; missing item caps code.                                                                           |
| 124 | COLLECT PAYMENT ERROR: payment amount and items total amount don't match.                                                                  |
| 125 | COLLECT PAYMENT ERROR: session Id is invalid. It must be an alphanumeric value with a maximum of 128 chars.                                |
| 126 | COLLECT PAYMENT ERROR: successful or in-progress order already exists for given Client Id and Order Id.                                    |
| 127 | COLLECT PAYMENT ERROR: bad payment item; missing receivable type.                                                                          |
| 128 | COLLECT PAYMENT ERROR: invalid customer email; if provided customer email must be an valid email with a maximum of 64 chars.               |
| 129 | COLLECT PAYMENT ERROR: invalid client id or not enable to use eCheckout.                                                                   |

**Table 7 – Collect Payment Response Error Codes and Messages**

## 4.2. Report Revenue

**WPS** clients use this service to post revenue into **Revenue Accounting**. After receiving confirmation of a successful payment from **eCheckout** and clearing/updating the receivable the **WPS** calls the **reportRevenue** operation passing the required information using a 'Report Revenue Request' data type. **eCheckout** will try to post the payment into **Revenue Accounting** and return back a 'Report Revenue Response' data type indicating the outcome of the operation.

## Report Revenue Request

When invoking the **reportRevenue** operation the **WPS** will provide the required information by passing a 'Report Revenue Request' data type. Table 8 describes the fields on the 'Report Revenue Request' data type.

| Attribute     | Type                                       | Mandatory/<br>Optional | Description                                                               |
|---------------|--------------------------------------------|------------------------|---------------------------------------------------------------------------|
| clientId      | String<br>Alphanumeric<br>Maximum 10 chars | Mandatory              | Unique ID of the invoking WPS to be provided by <b>DoIT</b> .             |
| orderId       | String<br>Alphanumeric<br>Maximum 10 chars | Mandatory              | A value that uniquely identifies the order within the client <b>WPS</b> . |
| transactionId | String<br>Numeric<br>Maximum 10 chars      | Mandatory              | The transaction ID received from <b>eCheckout</b>                         |

**Table 8 – Report Revenue Request data type**

## Report Revenue Response

**eCheckout** will validate the request -see validation rules below-, submit the payment to **Revenue Accounting**, and return back a 'Report Revenue Response' data type with the outcome of the operation. Table 9 below describes the fields on the 'Report Revenue Response' data type.

| Attribute                     | Type                   | Mandatory/<br>Optional | Description                                                                            |
|-------------------------------|------------------------|------------------------|----------------------------------------------------------------------------------------|
| successful                    | Boolean                | Mandatory              | True or false indicating whether eCheckout accepted the Report Revenue request or not. |
| errorCode                     | String<br>3 numbers    | Mandatory              | The error code if successful is false. Success has the value "000".                    |
| errorMessage                  | String<br>Alphanumeric | Mandatory              | The error message if successful is false. Success has the value "Success".             |
| revenueReportingTransactionId | String                 | Optional               |                                                                                        |
| revenueReportingDatetime      | String                 | Optional               |                                                                                        |

**Table 9 – Report Revenue Response data type**

Three (3) possible outcomes can be included in the 'Report Revenue Response' data type:

1. **Posting is successful.** In this case **eCheckout** will return back:
  - o successful = true
  - o revenueReportingTransactionId = **Revenue Accounting** transaction id
  - o revenueReportingDatetime = **Revenue Accounting** transaction date/time

2. **Posting failed due validation error or posting error.** In this case **eCheckout** will NOT retry to post the transaction at a later time. It will return back:
  - o successful = false
  - o errorCode = error code indicating nature of error
  - o errorMessage = error message indicating nature of error
3. **Posting is pending due to unavailability of Revenue Accounting.** In this case **eCheckout** will retry to post the transaction at a later time. The WPS should check at a later time the status of the posting by invoking the get payment operation. **eCheckout** will return back:
  - o successful = false
  - o errorCode = 220
  - o errorMessage = "REPORT REVENUE ERROR: posting pending. eCheckout will retry. The getPayment operation should be invoke later to obtain the status of the posting."

## Validation

**eCheckout** will validate the request using the following rules:

- **clientId** is not empty, it has a maximum of 10 chars, and is a valid client id.
- **orderId** is not empty and it has a maximum of 10 chars.
- **transactionId** is not empty and it has a maximum of 10 chars.
- **orderId** and **transactionId** are a valid combination and the order/transaction is approved.
- **orderItems** receivable type is set for each item.

## Error Codes and Messages

If **eCheckout** doesn't accept the report revenue request it will return 'false' on the **successful** attribute of the 'Report Revenue Response' data type and it will indicate the error type by populating the **errorCode** and **errorMessage** attributes. Table 10 below describes the combination of error codes and error messages to be returned by **eCheckout**.

| Error Code | Error Message                                                                                                                |
|------------|------------------------------------------------------------------------------------------------------------------------------|
| 001        | ECHECKOUT ERROR: Exception processing request. Please contact eCheckout support team.                                        |
| 210        | REPORT REVENUE ERROR: invalid client Id; client Id is required. It must be an alphanumeric value with a maximum of 10 chars. |
| 211        | REPORT REVENUE ERROR: invalid order Id; order Id is required. It must be an alphanumeric value with a maximum of 10 chars.   |

|     |                                                                                                                                                   |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------|
| 212 | REPORT REVENUE ERROR: invalid transaction Id; transaction Id is required. It must be a numeric value with a maximum of 10 chars.                  |
| 213 | REPORT REVENUE ERROR: invalid client Id or not enable to use eCheckout.                                                                           |
| 214 | REPORT REVENUE ERROR: invalid order Id/transaction Id combination.                                                                                |
| 215 | REPORT REVENUE ERROR: request for posting in progress.                                                                                            |
| 216 | REPORT REVENUE ERROR: order already posted into Revenue Accounting.                                                                               |
| 217 | REPORT REVENUE ERROR: order Id/transaction Id not approved.                                                                                       |
| 218 | REPORT REVENUE ERROR: line item is missing receivable type. Posting of this order cannot be accomplished.                                         |
| 219 | REPORT REVENUE ERROR: rejected by Revenue Accounting. Posting of this order cannot be accomplished.                                               |
| 220 | REPORT REVENUE ERROR: posting pending. eCheckout will retry. The getPayment operation should be invoke later to obtain the status of the posting. |

**Table 10 – Report Revenue Response Error Codes and Messages**

### 4.3. Get payment

**WPS** will use this service when they need to obtain detailed information for a successful payment or when they need to establish the status of a submitted order. The **WPS** calls the **getPayment** operation passing the required information using a 'Get Payment Request' data type. **eCheckout** will return back a 'Get Payment Response' data type indicating if the request was accepted or not and providing the payment details.

#### **Get Payment Request**

When invoking the **getPayment** operation the **WPS** will provide the required information by passing a 'Get Payment Request' data type. Table 11 describes the fields on the 'Get Payment Request' data type.

| Attribute | Type                                       | Mandatory/<br>Optional | Description                                                               |
|-----------|--------------------------------------------|------------------------|---------------------------------------------------------------------------|
| clientId  | String<br>Alphanumeric<br>Maximum 10 chars | Mandatory              | Unique ID of the invoking WPS to be provided by <b>DoIT</b> .             |
| orderId   | String<br>Alphanumeric<br>Maximum 10 chars | Mandatory              | A value that uniquely identifies the order within the client <b>WPS</b> . |

**Table 11 – Get Payment Request data type**

#### **Get Payment Response**

**eCheckout** will validate the request – see validation rules below – and return back a 'Get Payment Response' data type. Table 12 below describes the fields on the 'Get Payment Response' data type.

| Attribute                     | Type                                    | Mandatory/<br>Optional | Description                                                                                                            |
|-------------------------------|-----------------------------------------|------------------------|------------------------------------------------------------------------------------------------------------------------|
| successful                    | Boolean                                 | Mandatory              | True or false indicating whether eCheckout accepted the Report Revenue request or not.                                 |
| errorCode                     | String<br>3 numbers                     | Mandatory              | The error code if successful is false. Success has the value "000".                                                    |
| errorMessage                  | String<br>Alphanumeric                  | Mandatory              | The error message if successful is false. Success has the value "Success".                                             |
| orderId                       | String<br>Alphanumeric<br>Max. 10 chars | Optional               | The id that uniquely identifies the order within the client WPS and that was provided during the initial service call. |
| orderStatus                   |                                         | Optional               | The status of the order                                                                                                |
| paymentMethod                 | String<br>Alpha<br>Max. 2 chars         | Optional               | The payment method. It is one of the following values:<br>CC – Credit Card<br>CH – Check                               |
| pan                           | String<br>Numeric<br>Max. 16 chars      | Optional               | The masked credit card number or checking number depending on the payment method                                       |
| name                          | String<br>Alphanumeric                  | Optional               | The card holder name or name on the account depending on the payment method                                            |
| routingNumber                 | String<br>Numeric<br>Max. 9 chars       | Optional               | The masked routing number for a check payment                                                                          |
| cardType                      | String                                  | Optional               | The credit card type for a credit card payment                                                                         |
| approvalCode                  | String                                  | Optional               | The approval code provided by the Payment Engine                                                                       |
| transactionId                 | String<br>Numeric                       | Optional               | The eCheckout transaction id                                                                                           |
| peTransactionId               | String<br>Numeric                       | Optional               | The transaction id provided by the Payment Engine                                                                      |
| peTransactionDateTime         | String                                  | Optional               | The transaction date and time provided by the Payment Engine                                                           |
| amount                        | Double<br>Two decimals                  | Optional               | The payment amount                                                                                                     |
| revenueReportingTransactionId | String<br>Alphanumeric                  | Optional               | The revenue reporting posting transaction id provided by Revenue Accounting                                            |
| revenueReportingDatetime      | String                                  | Optional               | The revenue reporting posting transaction date and time                                                                |
| reversalTransactionId         | String<br>Numeric<br>Max. 10 chars      | Optional               | The reversal transaction id provided by the Payment Engine                                                             |
| reversalDatetime              | String                                  | Optional               | The reversal transaction date and time provided by the Payment Engine                                                  |

**Table 12 – Get Payment Response data type**

## Validation

eCheckout will validate the request using the following rules:

- **clientId** is not empty, it has a maximum of 10 chars, and is a valid client id.
- **orderId** is not empty, it has a maximum of 10 chars, and it exists in eCheckout.

## Error Codes and Messages

If eCheckout doesn't accept the get payment request it will return 'false' on the **successful** attribute of the **'Get Payment Response'** data type and it will indicate the error type by populating the **errorCode** and **errorMessage** attributes. Table 13 below describes the combination of error codes and error messages to be returned by eCheckout.

| Error Code | Error Message                                                                                                             |
|------------|---------------------------------------------------------------------------------------------------------------------------|
| 001        | Exception processing request. Please contact eCheckout support team.                                                      |
| 310        | GET PAYMENT ERROR: invalid client Id; client Id is required. It must be an alphanumeric value with a maximum of 10 chars. |
| 311        | GET PAYMENT ERROR: invalid order Id; order Id is required. It must be an alphanumeric value with a maximum of 10 chars.   |
| 312        | GET PAYMENT ERROR: invalid client Id or not enable to use eCheckout.                                                      |
| 313        | GET PAYMENT ERROR: invalid order Id; order doesn't exist in eCheckout.                                                    |

**Table 13 – Get Payment Response Error Codes and Messages**

## 4.4. Reverse payment

WPS will use this service when they need to reverse a payment. eCheckout will validate the request and then submit the request to the Payment Engine for processing. Payment Engine will reverse the payment using the appropriate method, either a void for transactions that have not yet been settled or a return or refund for transactions that have been settled.

When performing a reversal, the client should ensure that the state of the order/payment to be reversed is Approved (A) or Posted (PP, PE, or P). Any other state will result in a rejected reversal request. To find out if an order/payment has been successfully reversed, the WPS should look for a state of Reversed (R) returned when calling the get payment service.

WPS call the **reversePayment** operation passing the required information using a **'Reverse Payment Request'** data type. eCheckout will return back a **'Reverse Payment Response'** data type indicating if the request was accepted or not and providing the reverse details.

### Reverse Payment Request

When invoking the **reversePayment** operation the WPS will provide the required information by passing a **'Reverse Payment Request'** data type. Table 14 describes the fields on the **'Reverse Payment Request'** data type.

| Attribute     | Type                                       | Mandatory/<br>Optional | Description                                                                                                                              |
|---------------|--------------------------------------------|------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| clientId      | String<br>Alphanumeric<br>Maximum 10 chars | Mandatory              | Unique ID of the invoking WPS to be provided by <b>DoIT</b> .                                                                            |
| orderId       | String<br>Alphanumeric<br>Maximum 10 chars | Mandatory              | A value that uniquely identifies the order within the client <b>WPS</b> .                                                                |
| transactionId | String<br>Numeric<br>Maximum 10 chars      | Mandatory              | The transaction ID received from <b>eCheckout</b>                                                                                        |
| reasonCode    | String<br>Numeric<br>Maximum 3 chars       | Mandatory              | Code for the reason behind the reversal. Valid reason codes are:<br>001 – Technical Issue.<br>002 – Business Issue.<br>003 – User Issue. |
| comments      | String<br>Maximum 64 chars                 | Optional               | An optional comment about the reversal for tracking purposes.                                                                            |

Table 14 – Reverse Payment Request data type

### Reverse Payment Response

**eCheckout** will validate the request – see validation rules below - and return back a 'Reverse Payment Response' data type. Table 15 below describes the fields on the 'Reverse Payment Response' data type.

| Attribute            | Type                       | Mandatory<br>/Optional | Description                                                                            |
|----------------------|----------------------------|------------------------|----------------------------------------------------------------------------------------|
| successful           | Boolean                    | Mandatory              | True or false indicating whether eCheckout accepted the Report Revenue request or not. |
| errorCode            | String<br>3 numbers        | Mandatory              | The error code if successful is false. Success has the value "000".                    |
| errorMessage         | String<br>Alphanumeric     | Mandatory              | The error message if successful is false. Success has the value "Success".             |
| reverseTransactionId | String<br>Maximum 10 chars | Optional               | The reversal transaction ID provided by the Payment Engine                             |
| reverseDatetime      | String                     | Optional               | The reversal transaction date and time provided by the Payment Engine                  |

Table 15 – Reverse Payment Response data type

### Validation

**eCheckout** will validate the request using the following rules:



- **clientId** is not empty, it has a maximum of 10 chars, and is a valid client id.
- **orderId** is not empty, it has a maximum of 10 chars, and it exists in **eCheckout**.
- **transactionId** is not empty and it has a maximum of 10 chars.
- **orderId** and **transactionId** are a valid combination and the order/transaction is approved (A) or posted (PP, PE, or P).

### Error Codes and Messages

If **eCheckout** doesn't accept the get payment request it will return '**false**' on the **successful** attribute of the '**Reverse Payment Response**' data type and it will indicate the error type by populating the **errorCode** and **errorMessage** attributes. Table 16 below describes the combination of error codes and error messages to be returned by **eCheckout**.

| Error Code | Error Message                                                                                                                     |
|------------|-----------------------------------------------------------------------------------------------------------------------------------|
| 001        | Exception processing request. Please contact eCheckout support team.                                                              |
| 410        | REVERSE PAYMENT ERROR: invalid client Id; client Id is required. It must be an alphanumeric value with a maximum of 10 chars.     |
| 411        | REVERSE PAYMENT ERROR: invalid order Id; order Id is required. It must be an alphanumeric value with a maximum of 10 chars.       |
| 412        | REVERSE PAYMENT ERROR: invalid transaction Id; transaction Id is required. It must be a numeric value with a maximum of 10 chars. |
| 413        | REVERSE PAYMENT ERROR: invalid client Id or not enable to use eCheckout.                                                          |
| 414        | REVERSE PAYMENT ERROR: invalid order Id/transaction Id combination.                                                               |
| 415        | REVERSE PAYMENT ERROR: request for reversing in progress.                                                                         |
| 416        | REVERSE PAYMENT ERROR: order already reversed.                                                                                    |
| 417        | REVERSE PAYMENT ERROR: order Id/transaction Id not approved.                                                                      |

**Table 16 – Reverse Payment Response Error Codes and Messages**

**ATTACHMENT THREE**

**USER MANAGEMENT SERVICES**



DEPARTMENT OF  
**INNOVATION & TECHNOLOGY**  
HARDIK BHATT • CHIEF INFORMATION OFFICER

## **City of Chicago**

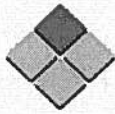
# **User Management Services**

Version 2.1

## **Specification Reference**

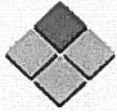


**Provided By**  
**Application Development and Support**  
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**City of Chicago**



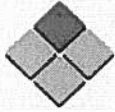
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## Revision History

| Revision | Date       | Author           | Notes                                                              |
|----------|------------|------------------|--------------------------------------------------------------------|
| 2.0      | 08/18/2009 | Diego Perez Mesa | Initial version                                                    |
| 2.1      | 06/24/2010 | Diego Perez Mesa | Added functionality to support Active Directory for internal users |
|          |            |                  |                                                                    |
|          |            |                  |                                                                    |
|          |            |                  |                                                                    |
|          |            |                  |                                                                    |
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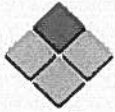
## 1 Introduction

### 1.1 Objective

The objective of this document is to describe the requirements and technical specifications for an application to act as a client of the **User Management Services**.

### 1.2 Audience

The intended audience for this document includes application programmers for their client applications. The document assumes prior knowledge of XML, SOAP, Web Services, and Java API. This document doesn't cover details implementation on client applications.



## 2 System Overview

### 2.1 Description

**User Management Services (UMS)** was originally developed to provide reusable user and group management functionality against the Enterprise **Novell eDirectory** directory for internal facing applications -where users are City employees or consultants- and public facing applications.

In order to accommodate the City's strategy of migrating employees and consultants to **Microsoft Active Directory** this new version of the **UMS** provides reusable user and group management functionality against both:

- **Novell eDirectory** for public and internal facing applications.
- **Microsoft Active Directory** for internal facing applications.

### 2.2 Purpose

The enterprise **Novell eDirectory** directory is intended for use by public facing applications used by businesses and citizens. For compatibility purposes this new version of **UMS** also provides functionality to access internal users -City employees or consultants- stored in **Novell eDirectory**.

The enterprise **Microsoft Active Directory** directory is intended for use by internal facing applications where the users are City employees or consultants.

The **User Management Services** are provided to clients in order to:

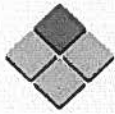
- Insulate clients from coding directly with the LDAP API.
- Enforce DoIT business rules.
- Insulate clients from changes in LDAP structure.
- Provide for centralized security to the LDAP server.

### 2.3 System Dependency

The **User Management Services** do not depend on any other services.

### 2.4 Prerequisites

A system administrator must create at least one application-specific group in the Enterprise LDAP for the users of the application. If the users are for an external facing application, then the group is to be created in the external branch of the LDAP directory. Internal-facing applications require a group on the internal branch.



### 3 Service Interface

#### 3.1 Implementation

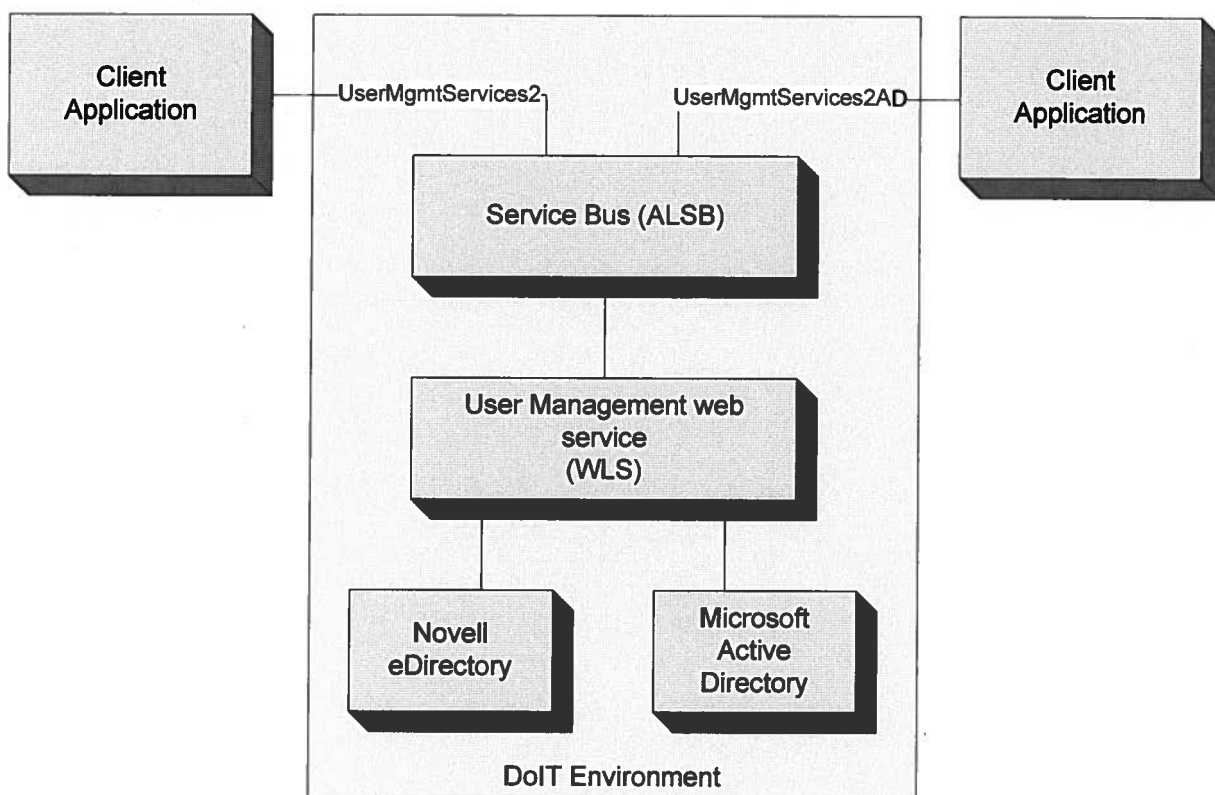
The **User Management Services** are implemented as a SOAP web service available over HTTPS. **UMS** exposes two (2) services:

- **UserMgmtServices2**. To access external and internal users in Novell eDirectory.
- **UserMgmtServices2AD**. To access external in Novell eDirectory and internal users Microsoft Active Directory.

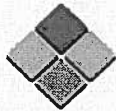
#### 3.2 Authentication

HTTP 1.1 Basic Authentication is required in order to access the **User Management Services** methods.

#### 3.3 Logic Architecture Diagram







### 3.4 WSDL

#### **UserMgmtServices2:**

QA: <http://webappsqa.cityofchicago.org/UserMgmtServices2?WSDL>

Production: <http://webapps.cityofchicago.org/UserMgmtServices2?WSDL>

#### **UserMgmtServices2AD:**

QA: <http://webappsqa.cityofchicago.org/UserMgmtServices2AD?WSDL>

Production: <http://webapps.cityofchicago.org/UserMgmtServices2AD?WSDL>

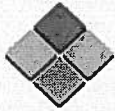
### 3.5 Operations

Keep in mind that operation names containing 'external' work against the portion of the directory reserved for users/groups that reside outside the City's firewall. 'Internal' operation names should only be used for users/groups that reside inside the City's firewall. This would include City employees and internal consultants and vendors with VPN access.

#### **UserMgmtServices2**

This web service accesses external and internal users in *Novell eDirectory*. It currently implements the following operations:

| Name                       | Description                                                                                                                                          |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| assignExternalUserToGroup  | Assigns the given user as a member of the given group. The User and group must already exist on the external side of the directory.                  |
| assignInternalUserToGroup  | Assigns the given user as a member of the given group. The User and group must already exist on the internal side of the directory.                  |
| authenticateUser           | Authenticates the given user.                                                                                                                        |
| changeExternalUserEmail    | Changes the existing user's email address to the one provided. The email address is validated for the correct format as part of this operation.      |
| changeExternalUserPassword | Changes the existing user's password to the one provided. The password is validated for the correct City format standards as part of this operation. |
| changeInternalUserEmail    | Changes the existing user's email address to the one provided. The email address is validated for the correct format as part of this operation.      |



|                                 |                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| changeInternalUserPassword      | Changes the existing user's password to the one provided. The new password is validated for the correct City format standards as part of this operation.                                                                                                                                                                                                    |
| createExternalGroup             | Creates the given group on the external side of the directory. The operation also verifies the group name is unique within the entire directory (internal and external) beforehand.                                                                                                                                                                         |
| createExternalUser              | Creates a new user on the external side of the directory. Requires a user ID, password, first name, last name, and email address. User ID, password, and email address are validated for correct format before the user can be created. The operation also verifies the user name is unique within the entire directory (internal and external) beforehand. |
| createInternalGroup             | Creates the given group on the internal side of the directory. The operation also verifies the group name is unique within the entire directory (internal and external) beforehand.                                                                                                                                                                         |
| createInternalUser              | Creates a new user on the internal side of the directory. Requires a user ID, password, first name, last name, and email address. User ID, password, and email address are validated for correct format before the user can be created. The operation also verifies the user name is unique within the entire directory (internal and external) beforehand. |
| externalUserSearch              | Returns an array of external users whose names fuzzily match the provided criteria                                                                                                                                                                                                                                                                          |
| externalUserSearchByEmail       | Returns an array of external users whose email addresses fuzzily match the provided address.                                                                                                                                                                                                                                                                |
| getExternalUser                 | Returns the user data for the given existing external user.                                                                                                                                                                                                                                                                                                 |
| getGroupNamesForUser            | Returns a list of group names that the given user ID belongs to.                                                                                                                                                                                                                                                                                            |
| getInternalUser                 | Returns the user data for the given existing internal user.                                                                                                                                                                                                                                                                                                 |
| getPasswordStandardsDescription | Returns a text description of the City's password formatting standards. This text can be displayed on a web registration page.                                                                                                                                                                                                                              |
| getUserIDStandardsDescription   | Returns a text description of the City's user ID                                                                                                                                                                                                                                                                                                            |



|                              |                                                                                                                                                                               |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                              | formatting standards. This text can be displayed on a web registration page.                                                                                                  |
| getUsernamesForGroup         | Returns a list of user IDs that are members of the given group.                                                                                                               |
| getUsersForGroup             | Returns a list of users that are members of the given group.                                                                                                                  |
| internalUserSearch           | Returns an array of internal users whose names fuzzily match the provided criteria                                                                                            |
| internalUserSearchByEmail    | Returns an array of internal users whose email addresses fuzzily match the provided address.                                                                                  |
| isGroupInLDAP                | Returns true if the given group name exists anywhere in the directory.                                                                                                        |
| isUserInGroup                | Returns true if the given user ID is a member of the given group.                                                                                                             |
| isUserInLDAP                 | Returns true if the given user exists anywhere in LDAP.                                                                                                                       |
| removeExternalUser           | Removes a given user from the external side of the directory.                                                                                                                 |
| removeExternalUserFromGroup  | Removes a given user from a given group membership.                                                                                                                           |
| removeInternalUser           | Removes a given user from the internal side of the directory.                                                                                                                 |
| removeInternalUserFromGroup  | Removes a given user from a given group membership.                                                                                                                           |
| resetExternalUserPassword    | For the given existing user, the operation auto generates a new password and emails that password to the email address that is already associated with user in the directory. |
| resetInternalUserPassword    | For the given existing user, the operation auto generates a new password and emails that password to the email address that is already associated with user in the directory. |
| updateInternalUserDeptNumber | Updates the user's department number to the one provided.                                                                                                                     |
| updateInternalUserLastName   | Updates the user's last name to the one provided.                                                                                                                             |



**Note:** Please check the WSDL link above for the exact input/output formats for each operation.

### **UserMgmtServices2AD**

This web service accesses external users in Novell eDirectory and internal users in Microsoft Active Directory. It currently implements the following operations:

| Name                       | Description                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| assignExternalUserToGroup  | Assigns the given user as a member of the given group. The User and group must already exist on the external side of Novell eDirectory.                                                                                                                                                                                                                     |
| assignInternalUserToGroup  | Assigns the given user as a member of the given group. The User and group must already exist on Active Directory directory.                                                                                                                                                                                                                                 |
| authenticateUser           | Authenticates the given user.                                                                                                                                                                                                                                                                                                                               |
| changeExternalUserEmail    | Changes the existing user's email address to the one provided. The email address is validated for the correct format as part of this operation.                                                                                                                                                                                                             |
| changeExternalUserPassword | Changes the existing user's password to the one provided. The password is validated for the correct City format standards as part of this operation.                                                                                                                                                                                                        |
| createExternalGroup        | Creates the given group on the external side of the directory. The operation also verifies the group name is unique within the entire directory (internal and external) beforehand.                                                                                                                                                                         |
| createExternalUser         | Creates a new user on the external side of the directory. Requires a user ID, password, first name, last name, and email address. User ID, password, and email address are validated for correct format before the user can be created. The operation also verifies the user name is unique within the entire directory (internal and external) beforehand. |
| externalUserSearch         | Returns an array of external users whose names fuzzily match the provided criteria                                                                                                                                                                                                                                                                          |
| externalUserSearchByEmail  | Returns an array of external users whose email addresses fuzzily match the provided address.                                                                                                                                                                                                                                                                |
| getExternalUser            | Returns the user data for the given existing external user.                                                                                                                                                                                                                                                                                                 |



|                                              |                                                                                                                                |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| getExternalUsersForGroup                     | Returns a list of users that are members of the given group.                                                                   |
| getExternalUsersGroupNamesForUser            | Returns a list of group names that the given user ID belongs to.                                                               |
| getExternalUsersUserIDStandardsDescription   | Returns a text description of the City's user ID formatting standards. This text can be displayed on a web registration page.  |
| getExternalUsersPasswordStandardsDescription | Returns a text description of the City's password formatting standards. This text can be displayed on a web registration page. |
| getExternalUsersUsernameForGroup             | Returns a list of user IDs that are members of the given group.                                                                |
| getInternalUser                              | Returns the user data for the given existing internal user.                                                                    |
| getInternalUsersForGroup                     | Returns a list of users that are members of the given group.                                                                   |
| getInternalUsersGroupNamesForUser            | Returns a list of group names that the given user ID belongs to.                                                               |
| getInternalUsersUsernameForGroup             | Returns a list of user IDs that are members of the given group.                                                                |
| internalUserSearch                           | Returns an array of internal users whose names fuzzily match the provided criteria                                             |
| internalUserSearchByEmail                    | Returns an array of internal users whose email addresses fuzzily match the provided address.                                   |
| isExternalGroupInLDAP                        | Returns true if the given group name exists anywhere in eDirectory.                                                            |
| isExternalUserInGroup                        | Returns true if the given user ID is a member of the given group.                                                              |
| isExternalUserInLDAP                         | Returns true if the given user exists anywhere in eDirectory.                                                                  |
| isInternalGroupInLDAP                        | Returns true if the given group name exists anywhere in Active Directory.                                                      |
| isInternalUserInGroup                        | Returns true if the given user ID is a member of the given group.                                                              |



|                             |                                                                                                                                                                               |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| isInternalUserInLDAP        | Returns true if the given user exists anywhere in Active Directory.                                                                                                           |
| removeExternalUser          | Removes a given user from the external side of eDirectory.                                                                                                                    |
| removeExternalUserFromGroup | Removes a given user from a given group membership.                                                                                                                           |
| removeInternalUserFromGroup | Removes a given user from a given group membership.                                                                                                                           |
| resetExternalUserPassword   | For the given existing user, the operation auto generates a new password and emails that password to the email address that is already associated with user in the directory. |

**Note:** Please check the WSDL link above for the exact input/output formats for each operation.

### 3.6 Authorization

Access control is at the operation level. Generally a client application will receive credentials with proper authorization level based on whether the client application is external-facing or internal-facing. Each client application must have its own credentials, which act as a "service account" for the client application.

The service account should be created in one of the following groups:

- AtnServicesExternalApps
- AtnServicesInternalApps

### 3.7 Error Codes/Messages

The service can return the following error codes:

| Error Code | Description                                  |
|------------|----------------------------------------------|
| -100       | The User ID already exists in the directory. |
| -110       | JNDI naming exception.                       |
| -120       | LDAP exception.                              |
| -130       | Validation exception.                        |
| -140       | User ID not found in directory.              |



|      |                                                                                  |
|------|----------------------------------------------------------------------------------|
| -150 | Invalid password. The password does not meet City standards.                     |
| -160 | Authentication failed.                                                           |
| -170 | Invalid email address format. The email address does not meet general standards. |
| -180 | Group not found in directory.                                                    |
| -190 | Group already exists in directory.                                               |
| -200 | Error occurred in the email process. The email process failed.                   |
| -210 | Invalid User ID format. The User ID does not meet City standards.                |
| -220 | User already exists in the group.                                                |
| -230 | Invalid first name.                                                              |
| -240 | Invalid last name.                                                               |
| -250 | No search criteria.                                                              |
| -260 | No matching email address.                                                       |
| -270 | Email address matches multiple User IDs                                          |
| -280 | Email address doesn't belong to User ID                                          |
| -290 | User not in group.                                                               |



## **4 Application Documentation and Support**

Please check the latest specification document and detailed technical documentation in the city's Sharepoint site at <http://cocprojects/usermanagement>. For any questions or comments, please contact DoIT ADS team.

Note: If you don't have Sharepoint access, please contact the application development team share point admin for the access right.