

DL
7-19-02

Contract Summary Sheet

Contract Number: T29611004-CI

Specification Number: B2911004

Name of Contractor: Psmith Consulting

City Department and Contact Person: Jayne Maxwell - Police

Title of Contract: Professional Services Agreement - Needs Assessment

Term of Contract (start/end dates): 5-1-02 to 9-30-02

Number and length of time of any extension options: (2) 1yr extensions

Dollar Amount of Contract (or maximum compensation if a Term Agreement):

\$200,000

Brief Description of Work:

Provide a needs assessment for the SCFC organizations to determine how they can work better together.

Procurement Services Contact Person: Valerie Walkon

Specification No B29611004
Contract No. T29611004-01
Vendor No :1071058A

PROFESSIONAL SERVICES AGREEMENT *JF*

BETWEEN

**THE CITY OF CHICAGO
(DEPARTMENT OF POLICE)**

AND

PSMITH CONSULTING



NEEDS ASSESSMENT

**RICHARD M. DALEY
MAYOR**

[032802]

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

| | |
|--|----|
| BACKGROUND | 1 |
| TERMS AND CONDITIONS | 1 |
| ARTICLE 1. INCORPORATION OF BACKGROUND | 1 |
| ARTICLE 2 DEFINITIONS | 1 |
| 2 1 Definitions | 1 |
| 2 2 Interpretation | 2 |
| 2 3 Incorporation of Exhibits | 3 |
| ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONSULTANT | 3 |
| 3 1 Scope of Services | 3 |
| 3 2 Deliverables | 3 |
| 3 3 Standard of Performance | 4 |
| 3 4 Personnel | 4 |
| 3 5 Minority and Women's Business Enterprises Commitment | 6 |
| ✓3 6 Insurance | 6 |
| ✓3 7 Indemnification | 8 |
| 3 8 Ownership of Documents | 10 |
| 3 9 Copyright Ownership | 10 |
| 3 10 Records and Audits | 11 |
| (a) Records | 11 |
| (b) Audits | 11 |
| 3 11 Confidentiality | 12 |
| 3 12 Assignments and Subcontracts | 12 |
| 3 13 Drug-Free Workplace | 13 |
| ARTICLE 4 TERM OF PERFORMANCE | 14 |
| 4 1 Term of Performance | 14 |
| 4 2 Timeliness of Performance | 14 |
| 4 3 Agreement Extension Option | 14 |
| ARTICLE 5. COMPENSATION | 14 |
| 5 1 Basis of Payment | 14 |
| ✓5 2 Method of Payment | 15 |
| ✓5 3 Funding | 15 |
| ✓5 4 Non-Appropriation | 15 |
| 5 5 Allowable Costs | 15 |

[032802]

| | |
|---|----|
| ARTICLE 6. DISPUTES | 15 |
| ARTICLE 7. COMPLIANCE WITH ALL LAWS | 16 |
| Compliance with All Laws Generally | 16 |
| Nondiscrimination | 16 |
| (a) Consultant | 16 |
| (b) Subcontractors | 17 |
| 7.3 Inspector General | 18 |
| 7.4 MacBride Ordinance | 18 |
| 7.5 Business Relationships with Elected Officials | 18 |
| 7.6 Chicago "Living Wage" Ordinance | 19 |
| ARTICLE 8. SPECIAL CONDITIONS | 19 |
| 8.1 Warranties and Representations | 19 |
| 8.2 [Intentionally Omitted] | 20 |
| 8.3 Ethics | 20 |
| 8.4 Joint and Several Liability | 21 |
| 8.5 Business Documents | 21 |
| 8.6 Conflicts of Interest | 21 |
| 8.7 Non-Liability of Public Officials | 22 |
| 8.8 International Anti-Boycott | 22 |
| ARTICLE 9 EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET | 22 |
| 9.1 Events of Default Defined | 22 |
| 9.2 Remedies | 24 |
| 9.3 Early Termination | 25 |
| 9.4 Suspension | 26 |
| 9.5 Right to Offset | 26 |
| ARTICLE 10 GENERAL CONDITIONS | 28 |
| 10.1 Entire Agreement | 28 |
| (a) General | 28 |
| (b) No Collateral Agreements | 28 |
| (c) No Omissions | 28 |
| 10.2 Counterparts | 29 |
| 10.3 Amendments | 29 |
| 10.4 Governing Law and Jurisdiction | 29 |
| 10.5 Severability | 29 |
| 10.6 Assigns | 30 |
| 10.7 Cooperation | 30 |
| 10.8 Waiver | 30 |

| | | |
|----------------|------------------------|----|
| 10.9 | Independent Contractor | 30 |
| ARTICLE 11 | NOTICES | 31 |
| ARTICLE 12 | AUTHORITY | 32 |
| SIGNATURE PAGE | | 33 |

List of Exhibits

- Exhibit 1 Scope of Services and Time Limits for Performance
- Exhibit 2 Schedule of Compensation
- Exhibit 3 MBE/WBE Special Conditions
- Exhibit 4 Disclosure Affidavit
- Exhibit 5 Evidence of Insurance
- Exhibit 6 [Intentionally Omitted]
- Exhibit 7 Additional Agreement Provisions
- Exhibit 8 Certifications Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug Free Workplace Requirements
- Exhibit 9 Disclosure of Lobbying Activities
- Exhibit 10 State of Illinois- Travel Guide for State Employees

[032802]

AGREEMENT

This Agreement is entered into as of the 1st day of May, 2002, by and between Psmith Consulting, a sole proprietorship ("Consultant"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Police ("City"), at Chicago, Illinois.

BACKGROUND

The City received federal Juvenile Accountability Incentive Block Grant ("JAIBG Grant") funds for various Phase 3 (as described in Exhibit 1 of the RFP) juvenile justice services focused on implementing policy initiatives and planning activities and expanding populations served To assist the City in assessing the juvenile justice system's capacity to respond to crime, the City issued a Request for Proposals ("RFP") for a comprehensive assessment of the City's juvenile justice system's resources and needs and the current and potential capacities of the Juvenile Crime Enforcement Coalition (JCEC) (as defined below) in meeting the needs identified. Consultant submitted a proposal in response to the RFP and the City has negotiated with Consultant for the comprehensive assessment of the juvenile justice system's resources, needs and capacities for the Department. Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement

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

TERMS AND CONDITIONS

ARTICLE 1. INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here

ARTICLE 2. DEFINITIONS

2.1 Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Section 3.1, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

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

"Chief Procurement Officer" means the Chief Procurement Officer of the City of Chicago and any representative duly authorized in writing to act on his behalf.

"Commissioner" means the Superintendent of the Chicago Police Department, and any representative authorized in writing to act on the Superintendent's behalf.

"Department" means the City of Chicago Police Department.

"JCEC" means the Juvenile Crime Enforcement Coalition, a comprehensive multi-agency group created to officially approve the program strategies and budget outlined in the Coordinated Enforcement Plan to Reduce Juvenile Crime (Plan) prepared and submitted to the Illinois Criminal Justice Information Authority ("Authority").

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

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

2.2 Interpretation

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

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

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

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

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

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

2.3 Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement

| | |
|------------|---|
| Exhibit 1 | Scope of Services and Time Limits for Performance |
| Exhibit 2 | Schedule of Compensation |
| Exhibit 3 | MBE/WBE Special Conditions |
| Exhibit 4 | Disclosure Affidavits |
| Exhibit 5 | Evidence of Insurance |
| Exhibit 6 | [Intentionally Omitted] |
| Exhibit 7 | Additional Agreement Provisions |
| Exhibit 8 | Certifications Regarding Lobbying, Debarment, Suspension and other Responsibility Matters, and Drug Free Workplace Requirements |
| Exhibit 9 | Disclosure of Lobbying Activities |
| Exhibit 10 | State of Illinois- Travel Guide for State Employees |

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONSULTANT

3.1 Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3.3. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

3.2 Deliverables

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

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 9.1

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

3.3 Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary

Consultant must assure 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, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Consultant either under this Agreement, at law or in equity

3.4 Personnel

(a) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the City and with written consent of the City, which consent the City will not withhold unreasonably. If the City fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the City

(b) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the City, which consent the City will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.4(b). The Department may at any time in writing notify Consultant that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement.

List of Key Personnel:

| Name | Title |
|-------------------------------|--------------------------------|
| Pam Smith | President of PSmith Consulting |
| Arthur J. Lurigio, Ph.D | Principal Research Consultant |
| Paul Greene | Assistant Project Manager |
| Mary Kehoe Griffin | Group Facilitator |
| Jennifer Margolis | Best Practices Evaluator |
| Yolanda Suarez-Balcazar, Ph.D | Principal Investigator |
| James Swartz, Ph D | Principal Investigator |

(c) Salaries and Wages

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this

Agreement Consultant underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

3.5 Minority and Women's Business Enterprises Commitment

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

3.6 Insurance

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

(a) Insurance To Be Provided

(i) 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 \$100,000 each accident or illness.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to

be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed. Consultant must provide Automobile Liability Insurance with limits of not less than \$500,000 per occurrence limit, for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis

(iv) Professional Liability

When any professional consultants perform Services in connection with this Agreement. Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$500,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

(v) Property

The Consultant must be responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies), owned, rented, or used by Consultant.

(b) **Additional Requirements**

(1) Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit 5) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for Consultant to obtain and maintain the

specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(ii) The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

(iii) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the City of Chicago apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(iv) The required insurance 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.

(v) Consultant must require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(vi) The City of Chicago Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office in the Department of Finance, which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

3.7 Indemnification

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

- (i) injury, death or damage of or to any person or property,
 - (ii) any infringement or violation of any property right (including any patent, trademark or copyright),
 - (iii) Consultant's failure to perform or cause to be performed Consultant's covenants and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Subcontractor;
 - (iv) the City's exercise of its rights and remedies under Section 9.2 of this Agreement, and
 - (v) injuries to or death of any employee of Consultant or any Subcontractor under any workers compensation statute
- (b) "**Losses**" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Consultant's breach of this Agreement or to Consultant's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees
- (c) At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City
- (d) To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision
- (e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during the Consultant's performance of Services beyond the term. Consultant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Consultant's duties under this Agreement, including the insurance requirements under Section 3.6

3.8 Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Consultant under this Agreement are property of the City, including all copyrights inherent in them or their preparation. During performance of its Services, Consultant is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Consultant. If not restorable, Consultant must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 3.7.

3.9 Copyright Ownership

Consultant and the City intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the City's instance and expense under this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

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

3.10 Records and Audits

(a) Records

(i) Consultant must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, to the City 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. In the event of the failure by Consultant to make such delivery upon demand, then and in that event, Consultant must pay to the City any damages the City may sustain by reason of Consultant's failure

(ii) Consultant must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Consultant must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 11

(b) Audits

(i) Consultant and any of Consultant's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Consultant must maintain records showing actual time devoted and costs incurred. Consultant must keep books, documents, paper, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcriptions and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services. In addition, Consultant must retain them in a safe place and make them available for audit, inspection, copying and abstracting for at least 5 years after the final payment made in connection with this Agreement

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

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

must be in accordance with generally accepted accounting principles and practices, consistently applied throughout

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

3.11 Confidentiality

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

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

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

3.12 Assignments and Subcontracts

Consultant must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part of it, unless otherwise provided for in this 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 this Agreement. No approvals given by the Chief Procurement Officer operate to relieve Consultant of any of its obligations or liabilities under this 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 this Agreement. If any Subcontractor fails to observe or perform the terms and conditions of this Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Consultant personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement.

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

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

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

3.13 Drug-Free Workplace

The Consultant must administer a policy designed to ensure that the program facility is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries. The Consultant must further maintain a drug free workplace in accordance with the requirements of the Drug Free Workplace Act of 1988 (Pub L 100-690 and 28 C F R Part 67, Subpart F), and the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq*) and must implement specific policies and guidelines as may be adopted by the City. In addition, the Consultant must execute certifications pursuant to the Drug Free Workplace Act of 1988, as may be requested by the Department.

Consultant will establish procedures and policies to promote a drug free workplace. Further, Consultant will notify all employees of its policy for maintaining a drug free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. The

Consultant will notify the City if any of its employees are convicted of a criminal drug offense in the workplace no later than 10 calendar days after such conviction.

ARTICLE 4. TERM OF PERFORMANCE

4.1 Term of Performance

This Agreement takes effect as of the date in the preamble ("Effective Date") and continues until September 30, 2002, or until this Agreement is terminated in accordance with its terms, whichever occurs first.

4.2 Timeliness of Performance

(a) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.1 and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.2 may result in economic or other losses to the City.

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

4.3 Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to 2 additional one-year periods under the same terms and conditions as this original Agreement by notice in writing to Consultant.

ARTICLE 5. COMPENSATION

5.1 Basis of Payment

The City will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of the Services.

5.2 Method of Payment

Consultant must submit monthly invoices (in triplicate) to the City for labor and other direct costs as billed, as outlined in the Schedule of Compensation in Exhibit 2. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

5.3 Funding

The source of funds for payments under this Agreement is Fund number 01-824-57-1005-0140-0140-W231 (\$180,000 00) and 01-824-57-1005-0140-0140-W232 (\$20,000 00). Payments under this Agreement must not exceed \$200,000 00 without a written amendment in accordance with Section 10 3

5.4 Non-Appropriation

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

5.5 Allowable Costs

All costs allowed by the City Comptroller's Office, are not considered final and may be disallowed upon the completion of audits ordered or performed by the City or the appropriate federal or state agency. In the event of a disallowance, the Consultant will refund the amount disallowed to the City. Travel related expenses must conform to the State of Illinois Travel Guide for State Employees attached as Exhibit 10.

ARTICLE 6. DISPUTES

Except as otherwise provided in this Agreement, Consultant must and the City may bring any dispute concerning a question of fact arising under this Agreement which is not disposed of to the Chief Procurement Officer for decision based upon written submissions of the parties. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy of it to Consultant. The decision of the Chief Procurement Officer is final and binding.

Consultant must follow the procedures set out in this Article 6 and receive the Chief Procurement Officer's final decision as a condition precedent to filing an appeal of the decision to the Circuit Court of Cook County or any other court

ARTICLE 7. COMPLIANCE WITH ALL LAWS

7.1 Compliance with All Laws Generally

(a) Consultant must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 7, and Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Consultant must require all Subcontractors to do so, also. At the City's request, Consultant must incorporate into this Agreement, by reference or by setting forth at length, at the option of the City, all statutes, rules and regulations that may now or later be required to be included by any federal, state or local agency. Further, Consultant must execute and must cause any Subcontractors to execute a Disclosure Affidavit (including disclosure of retained parties) in the form attached to this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the Disclosure Affidavit, failure of the Disclosure Affidavit to include all information required under the Municipal Code renders this Agreement voidable at the option of the City.

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

7.2 Nondiscrimination

(a) Consultant

In performing its Services under this Agreement, Consultant must comply with applicable laws prohibiting discrimination against individuals and groups

(1) Federal Requirements

In performing its Services under this Agreement, Consultant must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin, or (2) limiting, segregating or classifying Consultant's employees or applicants for

employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin

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

(ii) State Requirements

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

(iii) City Requirements

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules. Further, Consultant must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations

(b) Subcontractors

Consultant must incorporate all of the above provisions, Sections 7.2(a)(i), 7.2(a)(ii) and 7.2(a)(iii), 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

7.3 Inspector General

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

7.4 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 Consultant must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 7.4 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

7.5 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 this Agreement is grounds for termination of this 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.

7.6 Chicago "Living Wage" Ordinance

Section 2-92-610 of the Municipal Code of Chicago requires eligible contractors and their subcontractors to pay a living wage (currently \$7.60 per hour minimum base wage) to covered employees employed in the performance of this Agreement. Consultant is an eligible contractor if at any time during the performance of this Agreement Consultant has 25 or more full-time employees. If Consultant is, or becomes, eligible, Consultant and Consultant's subcontractors must pay at least the base wage to covered employees. Covered employees are security guards (but only if Consultant and Consultant's subcontractors employ in the aggregate 25 or more of them), and, in any number, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers. Section 2-92-610 does not apply to not-for-profit corporations with federal 501(c)(3) tax exempt status. Also, if the work being done under this Agreement is subject to payment of prevailing wages, and the prevailing wages are higher than the base wage, then prevailing wage rates apply and must be paid.

ARTICLE 8. SPECIAL CONDITIONS

8.1 Warranties and Representations

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

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

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

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

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

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

(f) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, 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, and

(g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3

8.2 [Intentionally Omitted]

8.3 Ethics

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

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

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or

higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

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

8.4 Joint and Several Liability

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

8.5 Business Documents

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

8.6 Conflicts of Interest

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

(b) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "Consulting Parties"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, 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, Consultant must disclose to the City its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the City

(d) Without limiting the foregoing, if the Consulting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching,

preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project

(e) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the City under this Agreement, Consultant must terminate such other services immediately upon request of the City

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff (1989), as amended. If federal funds are to be used, Consultant must execute a Certification and Disclosure Regarding Lobbying, attached as Exhibits 8 and 9, and incorporated by reference as if fully set forth here

8.7 Non-Liability of Public Officials

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

8.8 International Anti-Boycott

Consultant certifies that neither the Consultant nor any substantially owned affiliate company of the Consultant is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979 or its enabling regulations

ARTICLE 9. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

9.1 Events of Default Defined

The following constitute events of default

- (a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the City.
- (b) Consultant's material failure to perform any of its obligations under this Agreement including the following.
 - (1) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (ii) 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,
 - (iii) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (iv) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (v) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination
- (c) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold
- (d) Consultant's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement Consultant acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other Agreements
- (e) Failure to comply with Section 7 1 in the performance of the Agreement
- (f) Consultant's repeated or continued violations of City ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for City laws and regulations.

9.2 Remedies

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

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.2 and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City. After giving a Default Notice, the City may invoke any or all of the following remedies.

- (a) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the City would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for the Consultant under this Section 9.2,
- (b) 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;
- (c) The right of specific performance, an injunction or any other appropriate equitable remedy;
- (d) The right to money damages;
- (e) The right to withhold all or any part of Consultant's compensation under this Agreement.
- (f) The right to deem Consultant non-responsible in future contracts to be awarded by the City

If the Chief Procurement Officer considers it to be in the City's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

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

9.3 Early Termination

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Consultant. The City will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

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

Subcontractor's claims against Consultant or the City to the extent inconsistent with this provision

If the City's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3

9.4 Suspension

The City may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.3

9.5 Right to Offset

(a) In connection with performance under this Agreement

The City may offset any excess costs incurred

(i) if the City terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance,

(ii) if the City exercises any of its remedies under Section 9.2 of this Agreement; or

(iii) if the City has any credits due or has made any overpayments under this Agreement

The City may offset these excess costs 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 excess costs, Consultant is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

(b) In connection with Section 2-92-380 of the Municipal Code of Chicago:

(i) In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City under this Agreement or permitted at law or in equity, the City is entitled to set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Consultant to the City. For purposes of this Section 9.5, "**outstanding parking violation complaint**" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "**Debt**" means a specified sum of money owed to the City for which the period granted for payment has expired.

(ii) Notwithstanding the provisions of subsection 9.5(b)(1) above, no such debt(s) or outstanding parking violation complaint(s) will be offset from the price or compensation due under this Agreement if one or more of the following conditions are met:

- A Consultant has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to the City and Consultant is in compliance with the agreement, or
- B Consultant is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding, or
- C Consultant has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy

(c) In connection with any liquidated or unliquidated claims against Consultant

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

ARTICLE 10. GENERAL CONDITIONS

10.1 Entire Agreement

(a) General

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

(b) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (1) 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 (1) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) No Omissions

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

10.2 Counterparts

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

10.3 Amendments

Except as provided in Section 4.3 of this Agreement, no changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Consultant and by the Mayor, Comptroller, and Chief Procurement Officer of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 10.3.

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

10.4 Governing Law and Jurisdiction

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

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

10.5 Severability

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal,

inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

10.6 Assigns

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

10.7 Cooperation

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

10.8 Waiver

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

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

10.9 Independent Contractor

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

This Agreement is between the City and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that.

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

(b) Consultant is not entitled to membership in the City of Chicago 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 of Chicago.

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

ARTICLE 11. NOTICES

Notices provided for in this Agreement, unless expressly provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: Chicago Police Department
 3510 South Michigan Avenue, 5th Floor
 Chicago, Illinois 60653
 Attention: Superintendent

and

Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Procurement Officer

With Copies to. Department of Law
 Room 600, City Hall
 121 North LaSalle Street
 Chicago, Illinois 60602

Attention. Corporation Counsel

If to Consultant: PSmith Consulting
141 Asbury Avenue
Evanston, Illinois 60202
Attention: Pam Smith

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12. AUTHORITY

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

[Signature page follows]

SIGNED at Chicago, Illinois:

CITY OF CHICAGO

By

Rahm M. Daley

Mayor

Patricia E. Gildin

Comptroller

James Malosso

Chief Procurement Officer

Recommended By

Dixie L. Maxwell
for Superintendent

Approved as to form and legality:

Sandra Cowen
Assistant Corporation Counsel

CONSULTANT

By John Smith

Its. _____

Attest _____

State of ILL

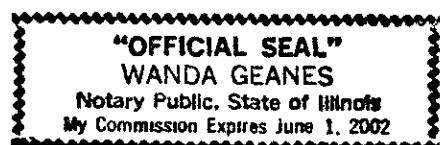
County of Cook

This instrument was acknowledged before me on 5-3-02 (date) by Patricia L. SMITH
(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)

Wanda Geanes
(Signature of Notary Public)

SIGNATURE PAGE

[032802]



Scope of Services
and
Time Limits for Performance

[032802]

Exhibit 1 Scope of Services and Time Limits of Performance

INTRODUCTION

In October of 2001, the Chicago Police Department, on behalf of the City, received an award of \$2.8 million in FFY00 Juvenile Accountability Incentive Block Grant funds. One proposed use of these Phase 3 funds was to conduct a needs assessment of the juvenile justice system's capacity to develop long range solutions to the juvenile crime problem through new initiatives. The Juvenile Crime Enforcement Coalition (JCEC) would be asked to consider recommendations from the needs assessment to select the case management and/or community assessment center model appropriate for expanding the current Juvenile Gang Intervention Partnership Program citywide.

The JCEC wanted identify organizations or individuals capable of designing, implementing, and documenting a comprehensive assessment of the Chicago-Cook County juvenile justice system's needs and resources as well as the capacities of member agencies to meet those identified current and future needs. Based on a description of the grant objectives, the Department of Procurement Services issued a Request for Proposals for the Needs Assessment in January 2002. Evaluation Committee staff recommended selection of PSmith Consulting/Loyola University Center for Advancement, Research, Training, and Education in Criminal Justice (PSC/LC) to conduct the needs assessment based on that entity's response.

This document describes the nature and scope of services to be provided by PSC/LC in conducting the comprehensive needs assessment for the JCEC during the five month contract period. It also presents an estimate and summary of the costs associated with this work.

SPECIFIC ROLES AND RESPONSIBILITIES OF PSC/LC

Under contract, PSC/LC will identify the needs of the juvenile justice system, identify gaps in service capacity, identify current assets and resources of JCEC agencies; provide recommendations on how to enhance service delivery and collaboration among JCEC agencies, provide recommendations on ways to expand JCEC resources, and research "best practices" for case management/assessment center models.

Specifically, the PSC/LC will implement the needs assessment in six steps:

1 Planning (1 month)

- Gain authorization from partner JCEC) agencies
- Create a Project Working Team
- Refine/finalize the project work plan
- Develop interagency consensus on terms and definitions
- Address confidentiality issues related to juvenile data
- Develop a juvenile justice system flow chart

Compile relevant program documents/materials
Determine marketing goals and strategy

2 Project Design (1 month)

Refine needs assessment model
Design and test data collection instruments

3 Data Collection (2 months)

Conduct surveys of stakeholders
Conduct "best practices" research on assessment centers
Research expanded resource opportunities

4 Data Analysis (1 month)

Identify needs and gaps in services, resources and coordination
Discuss initial feedback for developing recommendations

5 Recommendation/Investigation Reports

Prepare interim and final reports for JCEC

6. Dissemination

Provide dissemination plan to JCEC for reports

TIME LIMITS FOR PERFORMANCE

This Agreement will take effect as of May 1, 2002 and continue through September 30, 2002 or until the Services are completed or until this Agreement is terminated, whichever occurs first. Contractor must complete the Services to the satisfaction of the City no later than September 30, 2002

EXHIBIT 2

Schedule of
Compensation

[032802]

Exhibit 2 Schedule of Compensation

BUDGET NARRATIVE

Personnel

PSC's President, Pam Smith, will serve as project manager and contract administrator to coordinate all phases of the project. Ms. Smith will also be responsible for conducting data collection interviews and developing the targeted dissemination plan. Ms. Smith will devote approximately 70% of her time to this project (\$110/hr x 5 1 hours per day = \$561/da; \$11,220/mo x 5 mo = \$56,100)

Ms. Smith will be supported by Paul Greene as assistant project manager responsible for data collection and office administration. Mr. Greene will spend 100% of his time on this project (\$46.25/hr x 8 hours per day = \$370/day; \$7,400/mo x 5 mo = \$37,000)

PSC will utilize one advisor/focus group facilitator, Mary Kehoe Griffin, to plan and conduct focus group sessions. Ms. Griffin will spend 40% of her time on the project (\$62.50/hr x 3.2 hours per day = \$200/da, \$4,000/mo x 5 mo = \$20,000).

PSC will utilize one best practices researcher, Jennifer Margolis, to study assessment center models. Ms. Margolis will spend 15% of her time on the project (\$100/hr x 1.2 hours per day = \$130/day, \$2,600/mo x 5 mo = \$13,000)

Total personnel expenses must not exceed \$126,110

Subcontractors

PSC will utilize five university-based consultants and two graduate assistants from LC as subcontractors over the course of this project

- ◆ Dr. Art Lurigio will serve as principal research consultant, including oversight of LC staff and preparation of written products (20 x \$8,000/mo = \$1,600 x 5 mo = \$8,000)
- ◆ Dr. James Swartz will serve as principal investigator, using his expertise in methodology and data analyses (50 x \$6,000/mo = \$3,000 x 5 mo = \$15,000)
- ◆ Dr. Yoland Suarez-Balcazar will serve as co-principal investigator, using her expertise in field research techniques (\$1,250/wk x 6 wk = \$7,500)
- ◆ Dr. Gad Bensigner will serve as advisor on the Cook County Justice System (\$450/day x 5.5 days = \$2,475)
- ◆ Mike Mahoney will also serve as advisor on the Cook County Justice System (\$450/day x 5.5 days = \$2,475)

- ◆ Ms Kathryn Williams will serve as one graduate assistant, responsible for administrative issues and gender-based social service issues ($75 \times \$3,867/\text{mo} = \$2,900 \times 5 \text{ mo} = \$14,500$)
- ◆ Ms Jennifer Newton will serve as one graduate assistants, responsible for helping with data collection and processing and editing written products ($75 \times \$2,933/\text{mo} = \$2,200 \times 5 \text{ mo} = \$11,000$)

Total consultant expenses must not exceed \$60,950. The maximum daily rate per consultant shall not exceed \$450 per day (excluding travel-related expenses)

Travel

Project staff and consultants will be reimbursed for local transportation expenses (mileage and parking) related to conducting data collection interviews and attending meetings. Total local travel expenses are estimated at \$1,565. Travel expenses for Ms Margolis to research two best practice sites include airfare, hotel, per diem and on-site transportation using **State of Illinois regulations**. Total out-of-state travel expenses must not exceed \$1,170.

Equipment

Project staff will lease equipment for this project, including one PowerPoint projector for presentations and one laptop computer with CD-RW for data storage. Total equipment expenses must not exceed \$1,695.

Supplies

Supply costs are for office supplies including cassette tapes for recording interviews and focus group sessions. Total supply costs must not exceed \$1,260.

Professional/Technical

Project staff will incur various professional/technical costs during the operation of this project. These costs include

| | |
|---|---------|
| Office rent for five months | \$1,000 |
| Office phone for five months | \$ 500 |
| Printing/copying | \$2,750 |
| Focus group sessions (4) (space rental and catering) | \$3,000 |

Total professional/technical expenses must not exceed \$7,250

BILLING

Reimbursement will be done on a monthly basis as expenses are incurred. Original receipts must be attached to all requests for reimbursement. The Maximum Compensation available under this Agreement is \$200,000.

EXHIBIT 3

MBE/WBE Special Conditions

{032802}

SPECIAL CONDITION REG. NO. 13 MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT

Policy and Terms

- A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq., or the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, an unenacted section of the Municipal Code shall have the same opportunity to participate fully in the business as any other person or business. Therefore, the contractor 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 contracts to certified MBEs and 5% of the annual dollar value of contracts to certified WBEs.

- B. Accordingly, the contractor commits to expend at least the following percentages of the total contract (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs.

| <u>Year Advertised</u> | <u>MBE Percentage</u> | <u>WBE Percentage</u> |
|------------------------|-----------------------|-----------------------|
| 1991 | 21.1% | 5% |
| 1992 | 19.5% | 4.9% |
| 1993 | 17.7% | 4.8% |
| after 1993 | 16.9% | 4.5% |

- C. This commitment is met by the contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials or equipment 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 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 a MBE and a WBE may be credited more than once against a contractor's MBE or WBE commitment in the performance of this contract.

- D. As noted above, the contractor may meet all or part of this commitment by contracting with MBEs and WBEs for the provision of goods or services not directly related to the performance of this contract. In determining the manner of MBE/WBE participation, the contractor shall first consider involving 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 by it to involve MBEs and WBEs directly in the performance of this contract.

- E. The contractor also may 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 contracts.

2. Definitions

- A. "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned controlled business in accordance with City Ordinances and Regulations.
- B. "Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned controlled business in accordance with City Ordinances and Regulations.
- C. "Directory" means the Directory of Certified Disadvantaged Business Enterprises, "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- D. "Area of Specialty" means the description of a 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 area of expertise. Each MBE/WBE letter of certification contains a description of its Area of Specialty. This information is contained in the Directory. Credit toward this contract's MBE and WBE participation goals shall be given to the participation of firms performing within their Area of Specialty.

NOTICE: The City 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 proposed work.

- E. "Joint Venture" means an association of two or more businesses to carry out a single business 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. A joint venture seeking to be credited for MBE/WBE participation must be among certified MBE/WBE firms or between certified MBE/WBE firm(s) and non-MBE/WBE firm(s).

A joint venture is eligible for MBE/WBE credit if the MBE/WBE partner(s) share in the ownership, control, 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/WBE ownership percentage.

- F. "Contract Compliance Administrator" means the officer appointed pursuant to Section 2-92-4 of the Municipal Code of Chicago.

3. 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.
- B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor if any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities. In this regard, a contractor may count toward its MBE and WBE goals only expenditures to firms

SPECIAL CONDITION FOR PROFESSIONAL SERVICE C

(ALTS MBE/WBE)

a commercially useful function. A firm is considered to perform a commercially useful function when responsible for the performance of a clearly defined and a distinct element of work and is carrying out responsibilities by actually performing, managing, and supervising the work involved. To determine a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the 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 tasks 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 subcontract or agreement through the use of its own employees and equipment.

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

- C. The participation of MBEs and WBEs who have been certified as 'brokers' shall no longer be considered eligible to participate on contracts awarded by the City in 1993 and thereafter until further notice. Consideration of MBE or WBE credit.
- D. Credit for the participation of MBEs/WBEs as joint venture partners shall be based upon an analysis of duties, responsibilities and risks undertaken by the MBE/WBE as specified by the joint venture's executed joint venture agreement. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE/WBE joint venture partner is found to have duties, responsibilities, loss and management control over the joint venture that is not commensurate with or in proportion to joint venture ownership.

4. Regulations Governing Reductions To 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 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 letter for grant or relief from the MBE/WBE percentages submitted on the bidder/proposer's letterhead. The letter 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 will 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 written 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 determined by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Purchases complete documentation that adequately addresses the request 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 Purchases complete documentation that adequately addresses the request for waiver described herein.

SPECIAL CONDITION FOR PROFESSIONAL SERVICE CONTRACT

(MBE/WBE)

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, include, but are not limited to, forfeiture of bid deposit, negotiating with the lowest bidder for readvertising of the bid/proposal. All bidders/proposers are encouraged to submit required documentation or 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 reduced waiver is appropriate:

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors, venture partners or at least 50% (or at least five when there are more than eleven certified in the commodity area) or the appropriate certified MBE/WBE firms to perform any direct or work identified or related to the advertised bid/proposal. Direct participation involves subcontracting of goods/services specifically required in the bid/proposal. Indirect participation involves 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 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, transmittal of facsimile documents);
 - c. Copies of letters or any other evidence of mailing that substantiates outreach to 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 firms for specific portions of the work and indicates why negotiations were unsuccessful;

SPECIAL CONDITION FOR PROFESSIONAL SERVICE CONTRACTS (MBE/WBE)

3. Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals or not imposing limiting conditions which were not mandatory for all subcontractors or deny benefits ordinarily conferred on MBE/WBE subcontractors for the type of work solicited.

OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontract price exceeds the average price quoted by more than twenty percent (20%). In order that a subcontractor's quote is excessively costly, the bidder/proposer must provide the following:
- 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 on 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 which 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 M/WBE or other firm.

B. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided 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 association on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction of utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmission) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the agency for verification of notification.

SPECIAL CONDITION FOR PROFESSIONAL SERVICE CONTRACTS (MBE/WBE)

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage stands appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, said 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, practices or standards not previously known by the Purchasing 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 bid, during the bid or award process, before or during negotiation of the contract, or during the period 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.

5. Procedure To Determine Bid Compliance

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

- A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant. A Schedule C-1 executed by the MBE/WBE (or Schedule B/Joint Venture Subcontractor) must be signed by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately describe 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-compliant 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 specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to the stated Area of Specialty.

C. Joint Venture Agreements.

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

In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and credits of the joint venture, the proposed joint venture agreement must include specific details related to (1) contributions of capital and equipment, (2) work responsibilities or performance to be undertaken by the MBE/WBE and (3) the commitment of management supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

D Required Schedules Regarding DBE MBE/WBE Utilization

Bidders must submit together with the bid a completed Schedule D-1 committing them to the use 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 IV herein, the bidder/proposer must commit the expenditure of a specific dollar amount or participation by each MBE/WBE firm included on the Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal. 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 in 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 opening (See Section V A. above), the bidder may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. 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 Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

6 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 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 less than one year from the date of contract award, a "MBE/WBE Utilization Report," indicating the amount and WBE payments shall be submitted directly to the Department of Procurement Services so as to receive either at the same time, or before the using Department receives contractor's final invoice. (NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports.") Final payments may be held until the Utilization Reports have been received.
- 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 thereafter be submitted quarterly.

SPECIAL CONDITION FOR PROFESSIONAL SERVICE CONTRACTS (MBE/WBE)

- D MBE/WBE Utilization Reports are to be submitted directly to Department of Procurement Services, Division of Contract Monitoring and Compliance City Hall, Room 40121 N LaSalle Street Chicago Illinois 60602.
- E The Contract Compliance Administrator shall be entitled to examine on five (5) business days notice contractor's books and records including without limitation payroll records, tax returns and records books or account to determine whether the contractor is in compliance with its commitment to MBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights addition to any other audit inspection rights contained in the contract.

7. MBE/WBE Substitutions

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

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

The City will not approve extra payment for escalated costs incurred by the contractor when a subcontractor 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 exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements 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. outlined above in the section entitled Regulations Governing Reductions To or Waiver of MBE/WBE Requirements.

8. Non-Compliance and Damages

The following constitutes a material breach of this contract and shall entitle the City to declare a 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 a MBE or WBE, such status was at 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 status or the disqualified subcontractor or supplier, the contractor shall seek to discharge the dissubcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or City.

SPECIAL CONDITION FOR PROFESSIONAL SERVICE CONTRACTS (MBE/WBE)

Compliance Administrator and make every effort to identify and engage a qualified MBE or WBE as replacement. Furthermore, continued eligibility to enter into future contracting arrangements will may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld corrective action is taken.

Arbitration

- . In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule under utilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor suffered by such entity as a result of being underutilized, provided, however, that this provision shall 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 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 the prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of the MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. 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 communication between a contractor and a MBE/WBE.
- B. A MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitration process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the sentence of the previous paragraph, within ten (10) days of the contractor receiving notification of the desire 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 organization, having its office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 (Phone: (312) 527-4041; 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 the prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the 'Demand for Arbitration' within ten (10) days of filing 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.

10. 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. If 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.

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

Name or Project/Contract Locks Assessment
Specification Number F27611CO4 June 2004
Henry J. International Refurbishing & Contracting Co.

From: Jennifer L. Margolis
Name of MBE/WBE Firm

MBE Yes No WBE Yes X No Indirect

To: Psmith Consulting
Name of Prime Contractor / General Contractor and the City of Chicago

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 one year.

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

Best practices research - see attached description

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

5% - \$10,000 - invoices monthly. Payment receipt of payment by the 10th of the month

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.

Jennifer L. Margolis
Signature of Owner or Authorized Agent
Jennifer L. Margolis
Name / Title / Phone
3/5/02
(773) 973-4699



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

David E. Malone
Chief Procurement Officer

City Hall Room 403
121 North LaSalle Street
Chicago, Illinois 60602-1284
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

Jennifer L. Margolis, Sole Proprietor
Jennifer L. Margolis
6541 North Ashland Avenue
Chicago, IL 60626

Re **1st ANNIVERSARY CERTIFICATION**

| | |
|--------------------------------------|-------------------|
| Certification Effective | February 13, 2002 |
| Certification Expires | August 31, 2007 |
| Annual Affidavit Certificate Expires | February 28, 2003 |

Dear Ms. Margolis

Congratulations on your continued eligibility for certification as a WBE by the City of Chicago. Re-validation of Jennifer L. Margolis' certification is required by **February 28, 2003.**

As a condition of continued certification during this five year period, you must promptly notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of

Management Consultant; Employee Training; Data Analysis

Your firm's participation on City contracts will be credited only toward WBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority, Women and Disadvantaged Business Enterprise Programs.

Very truly yours,

Lillie Cooper
Director of Certification

LC/edj





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

David E. Malone
Chief Procurement Officer

City Hall Room 403
121 N LaSalle Street
Chicago, Illinois 60602-1264
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

Pam Smith, Owner
PSmith Consulting
141 Asbury Avenue, #3N
Evanston, IL 60602

| | |
|----------------------------|-------------------|
| Certification Effective | February 28, 2002 |
| Certification Expires | February 28, 2007 |
| Annual Certificate Expires | February 28, 2003 |

Dear Ms. Smith

We are pleased to inform you that **PSmith Consulting** has been certified as an **MBE/WBE/DBE** by the City of Chicago. This **MBE/WBE/DBE** certification, which is valid for five years must be re-validated annually. Your firm's next annual validation is required by **February 28, 2003**. As a condition of continued certification during this five year period, you must promptly notify the Office of Business Development of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Public Affairs and Strategic Communications Consulting Services

Your firm's participation on City contracts will be credited only toward **MBE/WBE/DBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE/WBE/DBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority, Women and Disadvantaged Business Enterprise Programs

Very truly yours,

Lillie Cooper
Director of Certification

LC/pgb



SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

State of Illinois

County (City) of Chicago

Project Name Needs Assessment,
Juvenile Justice Intervention
Partnership Pilot Project

I HEREBY DECLARE AND AFFIRM that I am the authorized representative of

PSmith Consulting
Name of Prime Consultant/Contractor

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

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

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

1. Name of MBE/WBE: Jenifer Margolis
Address: 6541 N. Ashland Avenue
Contact Person: Jenifer Margolis Phone: 773-973-4629
Dollar Amount of Participation \$ 10,000
Percent Amount of Participation: 5 %

2. Name of MBE/WBE: PSmith Consulting
Address: 141 Ashbury Avenue
Contact Person: Pam Smith Phone: 847 869 7088
Dollar Amount of Participation \$ 190,000
Percent Amount of Participation: 95 %

EXHIBIT 4

Disclosure Affidavit

**(Including
Disclosure of Retained Parties)**

[032802]

EXHIBIT 5

Evidence of Insurance

[032802]

PHMSMITH
May 30 02 08:54a

Fax 3125614619
Gerry Schmitz

HPI 17 TO UZ
1-847-518-9916

p.p

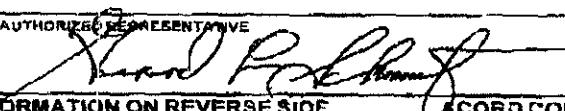
ACORDTM INSURANCE BINDER

DATE
05/30/2002

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM

| | | | | |
|--|--|---|--|----------------------------|
| INSURER A L SCHMITZ & CO INC 524 DEVON AVENUE PARK RIDGE, IL 60068-4820 | PHONE (A/C NO. EX) 1-847-518-9911 FAX (A/C NO.) 1-847-518-9910 | COMPANY RLI INSURANCE COMPANY | BINDER # | |
| CODE AGENCY CUSTOMER ID INSURED PAM SMITH P SMITH CONSULTING 141 ASBURY AVENUE EVANSTON, ILLINOIS 60202 | SUB CODE | DATE EFFECTIVE 05/28/2002 | TIME 133 X AM EXPIRATION 07/28/2002 | TIME X 12:01 AM NOON |
| THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # | | | | |
| DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location) IN-HOME BUSINESS POLICY | | | | |

| COVERAGES | | LIMITS | | |
|---|---|---|---------|--------|
| TYPE OF INSURANCE | COVERAGE FORMS | DEDUCTIBLE | COINS % | AMOUNT |
| PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC | | | | |
| GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESS LIABILITY | | EACH OCCURRENCE \$ 1,000,000 DAMAGES TO RENTED PREMISES \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS / COMP FOR AGG \$ | | |
| AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> TPD AUTOS <input type="checkbox"/> NON OWNED AUTOS | RETRO DATE FOR CLAIMS MADE | COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$ | | |
| AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COL | <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES | ACTUAL CASH VALUE STATED AMOUNT \$ OTHER \$ | | |
| GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | AUTO ONLY / EA ACCIDENT \$ OTHER THAN AUTO ONLY EACH ACCIDENT \$ AGGREGATE \$ | | |
| E&S LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | RETRO DATE FOR CLAIMS MADE | EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ WC STATUTORY LIMITS E/L EACH ACCIDENT \$ E/L DISEASE / EA EMPLOYEE \$ E/L DISEASE / POLICY LIMIT \$ | | |
| WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | | FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$ | | |
| SPECIAL CONDITIONS / OTHER COVERAGED | | | | |

| NAME & ADDRESS | | MORTGAGEE LOSS PAYEE LOANS | ADDITIONAL INSURED |
|----------------|--|---|--------------------|
| | | | |
| | | AUTHORIZED REPRESENTATIVE  | |

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
05/30/2002

INSURED
G L SCHMITZ & CO., INC.
 324 DEVON AVENUE
 PARK RIDGE, ILLINOIS 60068

Serial # B1038

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED
PAM LILLIAN SMITH
 141 ASBURY AVENUE 3E
 EVANSTON ILLINOIS 60202

INSURER A **EVANSTON INSURANCE COMPANY**

INSURER B

INSURER C

INSURER D

INSURER E

COVRACES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR # | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | | POLICY EXPIRATION DATE (MM/DD/YY) | | LIMITS |
|-----------|---|---------------|----------------------------------|---------|-----------------------------------|--|---------------|
| | | | 5-01-02 | 5-01-03 | 5-01-03 | 5-01-04 | |
| | GENERAL LIABILITY | | | | | EACH OCCURRENCE | \$ 500,000.00 |
| | COMMERCIAL GENERAL LIABILITY | | | | | FIRE DAMAGE (Any one fire) | \$ - |
| | CLAIMS MADE | OCCUR | | | | MED EXP (Any one person) | \$ - |
| X | PROFESSIONAL LIAB | MG 814380 | | | | PERSONAL & ADV INJURY | \$ - |
| | IN L AGGREGATE LIMIT APPLIES PER POLICY PRO JECT LOC | | | | | GENERAL AGGREGATE | \$ 500,000.00 |
| | | | | | | PRODUCTS - COMPO/P ART | \$ - |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Ed accident) | \$ - |
| | ANY AUTO | | | | | BODILY INJURY (Per person) | \$ - |
| | ALL OWNED AUTOS | | | | | BODILY INJURY (Per accident) | \$ - |
| | SCHEDULED AUTOS | | | | | PROPERTY DAMAGE (Per accident) | \$ - |
| | Hired AUTOS | | | | | | |
| | NON OWNED AUTOS | | | | | | |
| | GARAGE LIABILITY | | | | | AUTO ONLY EA ACCIDENT | \$ - |
| | ANY AUTO | | | | | OTHER THAN EA ACC | \$ - |
| | EXCESS LIABILITY | | | | | AUTO ONLY AGG | \$ - |
| | OCCUR | CLAIMS MADE | | | | EACH OCCURRENCE | \$ - |
| | DEDUCTIBLE | | | | | AGGREGATE | \$ - |
| | RETENTION | \$ | | | | | \$ - |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | WC STATU- TORY LIMITS | OTH LDR |
| | | | | | | E L EACH ACCIDENT | \$ - |
| | | | | | | E L DISEASE EA EMPLOYEE | \$ - |
| | | | | | | E L DISPAGE - POLICY LIMIT | \$ - |
| | OTHER | | | | | | |

See SECTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

| CERTIFICATE HOLDER | ADDITIONAL INSURED INSURER LETTER | CANCELLATION |
|--|-----------------------------------|---|
| CITY OF CHICAGO PROCUREMENT DEPARTMENT 121 NORTH LA SALLE STREET CHICAGO ILLINOIS 60602 | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE G. L. SCHMITZ & CO. <i>Gerry Schmitz</i> |

P Smith Consultant

INSURANCE CERTIFICATE OF COVERAGE

1284

Named Insured

Address

141 Ashbury Apt 3N

Number and Street

Elkton, IL 60202

City

State

ZIP:

Specification #

RFP

Project #

Contract #

Description of Operation/Location

Chicago-Metropolitan Area

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth hereinafter. 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 | | | | CSL Per Occurrence \$ _____ |
| Claims made / Occurrence | | | | General Aggregate \$ _____ |
| Premise-Operations | | | | Products/Completed Operations Aggregate \$ _____ |
| Explosion/Collapse Underground | | | | |
| Products/Completed-Operations | | | | |
| Blanket Contractual | | | | |
| Broad Form Property Damage | | | | |
| Independent Contractors | | | | |
| Personal Injury | | | | |
| Pollution | | | | |
| Automobile Liability | United Equitable | PP00101998 | 4/5/03 | CSL Per Occurrence \$ 20/40 Bodily Injury \$ 15,000 property |
| Excess Liability | | | | Each Occurrence \$ _____ |
| Umbrella Liability | | | | |
| 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 workers 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 fulfilled or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice

Certificate Holder/Additional Insured

City of Chicago
Procurement Department
121 N LaSalle St, #403
Chicago IL 60602

Signature of Authorized Rep

Agency/Company

Address

Telephone

Tomás Martínez

ACTIVE INSURANCE

1201 N Ashland Ave, Chicago 60622

773-278-9700

For City use only

Name of City Department requesting certificate (Using Dept.)

Address ZIP Code Attention

EXHIBIT 6

[Intentionally Omitted]

{032802}

EXHIBIT 7

ADDITIONAL AGREEMENT PROVISIONS

[032802]

ADDITIONAL AGREEMENT PROVISIONS

A-1.1 CERTIFICATION REGARDING LOBBYING

Consultant certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan or cooperative agreement

If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit federal form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions

If there are any indirect costs associated with this Agreement, total lobbying costs must be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs

Consultant must include the language of this certification in any contracts with its subcontractors. All subcontractors are also subject to certification and disclosure.

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U S C Section 1352 (1989). Any person who fails to file the required certifications are subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

A-1.2 DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549 and the implementing regulations at 28 C.F.R. 67, Consultant certifies that it and its principals,

- (i) are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by a federal department or agency;
- (ii) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

- (iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (iv) have within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default

If Consultant is unable to certify to any of the statements in this Section, Consultant must attach an explanation

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction

A-1.3 INTELLECTUAL PROPERTY

A. Patents and Copyrights

The City and the Illinois Criminal Justice Information Authority ("Authority") reserve an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City purposes, including commercial exploitation

- i. the copyright or patent in any work developed under this Agreement, and
- ii. any rights of copyright or patent to which Consultant purchases ownership with the funds awarded pursuant to this Agreement.

If the federal government determines that a patent or copyright which is developed or purchased by Consultant serves a federal government purpose, a royalty-free, non-exclusive and irrevocable license will vest in the federal government

Any discovery or invention arising out of, or developed in conjunction with, the Services must be promptly and fully reported to the Authority for a determination as to whether patent protection on the invention or discovery should be sought. The rights to the patent will be administered as set forth in 37 C F R Part 401 and in 28 C F R §66 34. The Authority will also determine how their rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, dated August 23, 1971, and statement of Government Patent Policy, as printed in 36 FR 16839)

B. Hold Harmless

Unless prohibited by state law, upon request by the federal government, Consultant will indemnify, save, and hold harmless the City and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Consultant of proprietary rights, patents, copyrights, or rights of privacy, arising out of the

publication, translation, reproduction, delivery, use, or disposition of any material or data produced under the Agreement

A-1.4 NON-SUPPLANTATION

Consultant certifies that funds received pursuant to this Agreement

- (i) will be used to supplement, and not supplant, activities that would have taken place in the absence of this Agreement; and
- (ii) will not be used to replace or supplant state or local funds, that would, in the absence of these funds, be made available to or for activities funded by this Agreement.

A-1.5 COMPLIANCE WITH ACCESSIBILITY LAWS

Consultant warrants that all services and programs produced under this Agreement comply with all accessibility standards for persons with disabilities or environmentally limited persons including the following Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* and Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. If the above cited standards are inconsistent, Consultant must comply with the standard providing greater accessibility

A-1.6 NO FEDERAL OR STATE OBLIGATIONS TO THIRD PARTIES

Consultant agrees that, without the express written consent of the federal government, the State of Illinois and the Authority, the federal government, State of Illinois and the Authority, must not be subject to any obligations or liabilities to Consultant or any other person not a party to the grant agreement between the City and the Authority or between the City and the federal government. Notwithstanding any concurrence provided by the Authority, State of Illinois or federal government in or approval of any solicitation, agreement, or contract, the Authority, State of Illinois and federal government continue to have no obligations or liabilities to any party, including Consultant

A-1.7 NON-DISCRIMINATION

In addition to Section 7.2, Consultant must also comply with the following laws, and all associated rules and regulations:

- (i) the Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d),
- (ii) Title VI of the Civil Rights Act of 1964, as amended,
- (iii) Section 504 of the Rehabilitation Act of 1973, as amended,
- (iv) Title IX of the Education Amendments of 1972.

- (v) Department of Justice Non-Discrimination Regulations, 28 C F R Part 42, subparts C, D, E, and G,
- (vi) Department of Justice regulations on disability discrimination, 28 C F R Parts 35 and 39,
- (vii) Illinois Environmental Barrier Act, 410 ILCS 25; and
- (viii) Age Discrimination Act of 1968.

In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability or age against Consultant, Consultant agrees to forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Consultant further agrees that it will not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it will comply with all provisions of the Discriminatory Club Act, 775 ILCS 25.

A-1.8 CONFIDENTIALITY

In addition to Section 3.11, Consultant agrees to protect the confidentiality of narcotic related intelligence and investigative information and to maintain the security of such information. Consultant also agrees that it will take full responsibility and will be accountable for narcotic-related intelligence and investigative information collected, maintained and disseminated as a result of the Services provided under this Agreement and that Consultant's employees, agents, personnel and representatives performing Services under this Agreement will comply with all standards set forth in this Agreement.

As applicable, Consultant agrees to comply with the obligations for confidentiality and dissemination of narcotic-related intelligence and investigative information placed on inspectors for the Department of State Police by that Department's rules of Conduct, 20 Ill Admin Code 1220 130(h), the internal operating procedures, DCI OPS 9 Dissemination of Narcotic-Related Information to Other Intelligence and Investigative Information, June 15, 1982, U.S. Department of Justice Criminal Intelligence Operating Policies, Fed. Reg., vol. 43, no. 127, June 30, 1978, and by such other rules of the Department of State Police or the Authority as may hereafter be adopted.

Consultant must establish and operate under procedures which minimally adhere to the federal requirements governing the confidentiality of identifiable research in accordance with 28 C F R. 22.

Consultant must not use or reveal any research or statistical information furnished under this Agreement by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this

evaluation and the Anti-Drug Abuse Act. Such information will be immune from legal process and will not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action or other judicial, legislative or administrative proceeding.

To the extent applicable, Consultant must also comply with 705 ILCS 405/1-7, "Confidentiality of law enforcement records."

A-1.9 NO EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by federal statute or regulations, Consultant agrees that it will comply with the requirements of 49 U.S.C. §4323(h)(2) by refraining from using any federal assistance to support sub-contracts procured using exclusionary or discriminatory specifications.

A-1.10 ACKNOWLEDGMENT OF FUNDING SOURCES

- A.** Consultant will not make any public announcement with respect to the Services without the prior written approval of the City. Consultant will conspicuously acknowledge the co-sponsorship of the City on all promotional materials including brochures, flyers, written or electronic public notices, news releases, public service announcements, acknowledgments at any special events intended to promote the Services, or solicitation of the private sector. Consultant will not attribute any statement to the City without the City's prior written approval.

All reports, maps and other documents completed as part of this Agreement, other than documents exclusively for internal use within the City, will contain the following information in a conspicuous place on the front of the report, map or document.

- i. the name of the City of Chicago,
- ii. the month and year of preparation, and
- iii. the name of the project

- B.** Also, if Consultant is expending federal funds under this Agreement, Consultant, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, will clearly state
- i. the percentage of the total costs of the program or project which will be financed with federal money,
 - ii. the dollar amount of federal funds for the project or program, and

- iii. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources

Such statement must not represent or suggest in any way the views expressed are those of the federal government

- C. Consultant must submit to the City, copies, the number of which will be specified by the City, of any publication issued by Consultant describing programs or projects funded in whole or part with JAIIBG Program Funds, 45 days prior to release. Any such publication must contain the following statement

"This program was supported by Grant #500026, awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U S Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U S Department of Justice, or the Illinois Criminal Justice Information Authority."

A-1.11 PERSONNEL

In addition to Section 3.3 of the Terms and Conditions, Consultant acknowledges that the persons identified in the submitted proposal (in response to the City's Request for Proposals for the Juvenile Gang Intervention Partnership Pilot Program) are necessary for the successful performance of this Agreement. Therefore, Consultant must assign such persons for the performance of work under this Agreement and must not reassign, remove, or appoint replacements for such persons without the prior written approval of the City. If, for any reason, a person identified in the submitted proposal, or subsequently approved, is unavailable for assignment for work under this Agreement, Consultant must, with the City's approval, replace such person with someone of equal or greater abilities and qualifications.

A-1.12 REPORTS

In addition to any reporting requirements contained in the Terms and Conditions, Consultant must ensure that any interim or final reports required under the Agreement are of publishable quality and include an executive summary of no more than 10 pages in length. To meet the publishable quality requirement, interim and final reports must be written in a consistent style and font throughout the reports, tables and graphs must be consistent in style, and the reports must not contain any typographical or technical errors. Consultant must ensure that interim and final reports include a table of contents and are double-sided, double-spaced and contain a one-inch margin on all borders of the page. Consultant must submit ten original copies of interim and final reports to the City.

A-1.13 AUDITS

If Consultant is a not-for-profit corporation and is expending federal funds under this and other agreements totaling \$300,000 or more during its fiscal year, it must submit an audit conducted in

accordance with the Single Audit Act Amendments of 1996 (31 U S C 7501-07), OMB Circular A-133 (entitled "Audits of States, Local Governments and Non-Profit Organizations"), the compliance requirements set forth in OMB Compliance Supplement, and any additional reporting requirements required by the City. If an A-133 audit is required, that audit shall cover the time period specified by OMB Circular A-133 and its implementing regulations. Organization-wide audited financial statements must, at a minimum, cover the Term of this Agreement.

If Consultant is a for-profit entity, then it is subject to the annual audit requirements under generally accepted government auditing standards (Government Auditing Standards) promulgated by the Comptroller General of the United States (for-profit entities).

Consultant acknowledges that the City may perform, or cause to be performed, various monitoring procedures relating to the Consultant's award(s) of federal funds, including "limited scope audits" of specific compliance areas.

Consultant must submit the audit reports to the City within 6 months after the end of the audit period. Consultant will submit the audit, within this time frame, to the Department and to

City Department of Finance
Internal Audit
Audit Compliance Unit
33 North LaSalle Street, Room 800
Chicago, Illinois 60602

If an OMB Circular A-133 audit is required, Consultant also will send a copy of the audit, within the time frame indicated in Sec. 320 of OMB Circular A-133, to

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

Further, Consultant will submit, with the audit, a report which comments on the findings and recommendations in the audit, including corrective action planned or taken. If no action is planned or taken, an explanation must be included. Copies of written communications on non-material compliance findings will be submitted to the aforementioned parties.

The City retains its right to independently audit Consultant.

If Consultant is found in non-compliance with these audit requirements, by either the City or any federal agency, Consultant may be required to refund financial assistance received from the City or the applicable federal agency(ies).

A-1.14 RECORDS

[032802]

Consultant will retain books, documentation, papers, records and accounts in connection with this Agreement and the JAIBG Grant in a safe place for at least 5 years after the City and, if applicable, the federal government determines that Consultant has met all closeout requirements for this segment, and will make them accessible to audit, examination, inspection, copying, excerpts, abstracting, transcription, and will make these records available to the City, the awarding agency, the Comptroller General or the Auditor General of the State of Illinois at reasonable times during the performance of its Services. The right of access set forth in this Section is not limited to the required retention period but lasts as long as the records are retained.

Records must be maintained beyond the 5-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above 5-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

If Consultant conducts any business operations separate from the Services using any personnel, equipment, supplies or facilities also used in connection with this Agreement, then Consultant will maintain and make available to the City, the U S Comptroller General and Auditor General of the State of Illinois detailed records supporting Consultant's allocation of the costs and expenses attributable to any such shared usages.

Consultant will maintain books, records, and documents, and will 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 federal accounting principles and practices, as set forth in the applicable OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133.

The Consultant's failure to maintain any books, records and supporting documents required by this Section will establish a presumption in favor of the City for the recovery of any funds paid under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

No provision in this Agreement granting the City a right of access to records and documents impairs, limits or affects any right of access to such records and documents that the City would have had in the absence of such provisions.

A-1.15 COMPLIANCE WITH DEPARTMENT OF JUSTICE (DOJ) REGULATIONS

Consultant must operate in conformance with the following state and federal laws and guidelines, currently in effect and hereafter amended, when applicable: Juvenile Accountability Incentive Block Grant legislation, regulations and guidelines, the Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122 and A-133, the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500), the State Comptroller Act (15 ILCS 405), the U S Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 201 et seq), the U S Department of Justice Regulations Governing

Confidentiality of Identifiable Research and Statistical Information (28 CFR part 22.1 *et seq.*), the U S Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67 100 *et seq.*) and the rules of the Authority (20 Ill. Adm. Code 1520 *et seq.*)

Consultant must comply with all the applicable laws, regulations and guidelines of the State of Illinois, the federal government and the Authority in the performance of this Agreement, currently in effect and hereafter amended including the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures, Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information, Part 23, Criminal Intelligence Systems Operating Policies, Part 30, Intergovernmental Review of Department of Justice Programs and Activities, Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures, Part 61, Procedures for Implementing the National Environmental Policy Act, Part 63, Floodplain Management and Wetland Protection Procedures, and Part 67, Governmentwide Debarment and Suspension (Nonprocurement); Section 8136 of the Department of defense Appropriations Act of 1988 (P L. 100-463, effective October 1, 1988, National Environmental Policy Act of 1969, 42 U S.C. pars 4321 *et seq.*, National Historic Preservation Act of 1966, 16 U S C pars 470 *et seq.*, Flood Disaster Protection Act of 1973, 42 U S C pars 4001 *et seq.*, Clean Air Act of 1970, 42 U S C. pars. 7401 *et seq.*, Clean Water Act, 33 U.S.C. pars 1368 *et seq.*, Executive Order 11738, and EPA regulations (40 CFR Part 15), Federal Water Pollution Control Act of 1948, as amended, 33 U S C pars 1251 *et seq.*, Safe Drinking Water Act of 1974, 42 U S C pars 300f *et seq.*, Endangered Species Act of 1973, 16 U S C pars 1531 *et seq.*, Wild and Scenic Rivers Act of 1968, as amended, 16 U S C. pars 1271 *et seq.*, Historical and Archeological Data Preservation Act of 1960, as amended, 16 U S C pars. 469 *et seq.*, Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 *et seq.*, Coastal Barriers Resources of 1982, 16 U S C pars 3501 *et seq.*; Indian Self Determination Act, 25 U S.C. par 450f, Intergovernmental Cooperation Act of 1968, 42 U S C 4201 *et seq.*, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 40 U S C., pars 4601 *et seq.*, Hatch Political Activity Act of 1940, as amended, 5 U S C. pars 1501 *et seq.*; Animal Welfare Act of 1970, 7 U.S C pars. 2131 *et seq.*, Demonstration Cities and Metropolitan Development Act of 1966, 42 U S C pars 3301 *et seq.*, Federal Fair Labor Standards Act of 1938, as amended, 29 U S C. pars 201 *et seq.*; and E O 11246 “Equal Employment Opportunity,” as amended by E O 11375, and supplemented by regulations at 41 CFR Part 60

Failure of Consultant to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this Agreement, or pursuit of other remedies that may be legally available

A-1.16 BACKGROUND SCREENING

Consultant agrees to conduct a background screening of prospective applicants seeking paid or volunteer positions who may come into contact with children to identify potentially abusive individuals. The background screening should include, but need not be limited to, a comprehensive application form with a signed statement disclosing the existence or non-existence of a criminal history, a criminal history record check, a child abuse and neglect search of DCFS records to determine whether the applicant has been a perpetrator of an “indicated” incident, a sex employment or volunteer experience, and reference checks with past employers. The hiring or placement of an applicant should be delayed until the screening process is completed. An applicant must be disqualified as a potential worker or volunteer

when the screening results indicate that an individual perpetrated any crime involving a child. It is recommended that disqualification of an applicant for any other crimes and/or questionable behavior be discretionary based on the likelihood that the incident would prevent the applicant from performing his or her responsibilities in a manner consistent with the safety and welfare of the children served by Consultant.

Consultant is responsible for the selection of its employees and assumes all liability for injury to individuals by an employee or volunteer it has selected.

A-1.17 ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

Consultant must complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). Consultant must use this form to verify that persons Consultant employees are eligible to work in the United States.



U S DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification, and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67 Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition,
- (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace,
 - (2) The grantee's policy of maintaining a drug-free workplace
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs, and
- (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant the employee will—
 - (c) Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (a),

(1) Abide by the terms of the statement and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction Employers of convicted employees must provide notice, including position title, to Department of Justice, Office of Justice Programs, ATTN Control Desk, 633 Indiana Avenue, N W , Washington, D C 20531 Notice shall include the identification number(s) of each affected grant,

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency,

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e), and (f)

B The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year A copy of which should be included with each application for Department of Justice funding States and State agencies may elect to use OJP Form 4061/7

Check if the State has elected to complete OJP Form 4061/7

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988 and implemented at 28 CFR Part 67, Subpart F for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620—

A As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant, and

B If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to Department of Justice, Office of Justice Programs, ATTN Control Desk, 633 Indiana Avenue, N W , Washington, D C 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications

1 Grantee Name and Address

2 Application Number and/or Project Name

3 Grantee IRS/Vendor Number

4 Typed Name and Title of Authorized Representative

5 Signature

6 Date

EXHIBIT 9

Disclosure of Lobbying Activities

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U S C 1352
 (See reverse side for instructions)

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0046), Washington, D C 20503.

| | | |
|--|--|--|
| 1. Type of Federal Action: | 2. Status of Federal Action: | 3. Report Type: |
| <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known | | 5. If Reporting Entity in No. 4 is Subawardee, enter Name and Address of Prime: |
| Congressional District, if known | | Congressional District, if known |
| 6. Federal Department/Agency | | 7. Federal Program Name/Description: |
| CFDA Number, if applicable _____ | | |
| 8. Federal Action Number, if known | | 9. Award Amount, if known \$ _____ |
| 10a. Name and Address of Lobbying Registrant <small>(if individual, last name first name, MI)</small> | | b. Individuals Performing Services (including address if different from No. 10a) <small>(last name, first name, MI)</small> |
| 11. Information requested through this form is authorized by Sec.319, Pub L 101-121, 103 Stat 750, as amended by sec 10, Pub L 104-65, Stat 700 (31 U S C 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure | | |
| Signature: _____ | | Print Name: _____ |
| Title: _____ | | Telephone No.: _____ Date: _____ |

Federal Use Only

Authorized for Local Reproduction
Standard Form-LLL (1/96)

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U S C section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1 Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action
- 2 Identify the status of the covered Federal action
- 3 Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action
- 4 Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants
- 5 If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known
- 6 Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard
- 7 Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments
- 8 Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001"
- 9 For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5
- 10 (a) Enter the full name, address, city, state and zip code of the registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI)
- 11 The certifying official shall sign and date the form, print his/her name, title, and telephone number



**U S DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1 LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67 for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification, and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default, and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67 Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace,
 - (2) The grantee's policy of maintaining a drug-free workplace
 - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant the employee will—

- (1) Abide by the terms of the statement and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant.
- f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:
- Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not indentified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988 and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620.

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address

Pam Smith 141 Asbury Ave, Evanston IL 60202

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Pam Smith

5. Signature

5/1/02

6. Date

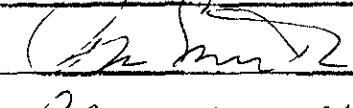
EXHIBIT 3

Disclosure of Lobbying Activities

Approved by CMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse side for instructions.)

Public Reporting Burden for the collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0048), Washington, D.C. 20503.

| | | |
|--|--|--|
| 1 Type of Federal Action: | 2 Status of Federal Action: | 3 Report Type: |
| <input checked="" type="checkbox"/> a contract <input type="checkbox"/> b grant <input type="checkbox"/> c cooperative agreement <input type="checkbox"/> d loan <input type="checkbox"/> e loan guarantee <input type="checkbox"/> f loan insurance | <input checked="" type="checkbox"/> a bid/offer/applicant <input type="checkbox"/> b initial award <input type="checkbox"/> c post-award | <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change, specify year _____ date of last report _____ |
| 4 Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known <p>Pam Smith 141 Asbury Avenue Evanston, IL 60202</p> | | 5 If Reporting Entity in No. 4 is Subawardee, enter Name and Address of Prime: |
| 6 Congressional District, if known: 9 | | Congressional District, if known |
| 7 Federal Department/Agency: | | Federal Program Name/Description |
| 8 CFDA Number, if applicable _____ | | |
| 9 Federal Action Number, if known | | |
| 10a. Name and Address of Lobbying Registrant (if individual last name first name MI) | | |
| b Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) | | |
| 11 Information requested through this form is authorized by Sec 319, Pub L 101-121, 103 Stat 750, as amended by sec 10, Pub L 104-65, Stat. 700 (31 U S C 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | |
|  Signature _____ Print Name _____ Title _____ Telephone No. _____ | | Date: 5/1/02 |

11 Information requested through this form is authorized by Sec 319, Pub L 101-121, 103 Stat 780, as amended by sec 10, Pub L 104-65, Stat. 700 (31 U S C 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Print Name:

Title -

Telephone No.

Authorized for Local Reproduction
Standard Form LLL / 1-96

EXHIBIT 10

Services to the Public

Services to Government

Edu. & Employment

Purchasing

Employee Programs

Communications & Tech.

Human Resource

**Employee
Programs**

- [Deferred Compensation](#)
- [Upward Mobility Program](#)
- [Group Insurance](#)
- [State Retirement Systems](#)
- [Teachers' Retirement Program](#)
- [Risk Management](#)
- [Travel Guide for State Employees](#)
- [I-CYCLE](#)
- [Personnel Rules, Personnel Code, Pay Plan](#)
- [Alphabetic Index/Class Specifications](#),

**STATE OF ILLINOIS
GOVERNOR'S TRAVEL CONTROL BOARD****TRAVEL GUIDE FOR STATE EMPLOYEES****JULY 2001**

Dear State Employee

The *Travel Guide for State Employees* is published by the Governor's Travel Control Board. It is to be used as a resource and informational tool for traveling State of Illinois employees. The guide has been designed to provide employees with the information necessary to make their travels as problem-free, safe, and economical as possible.

The current travel rules for both the Travel Regulation Council and the Governor's Travel Control Board are printed in the guide and are to be followed by all agencies and employees under the jurisdiction of the Governor's Travel Control Board.

The Travel Guide includes the Fiscal Year 2002 Preferred Hotel Listing, a summary of car rental agreements, as well as information on the Diners Club Corporate Card program, travel safety, Amtrak, etc. Also included is information in regard to state- operated garages providing repair and fueling services for state-owned vehicles.

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this agency to this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity, include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee. The first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards or grants.

5. If a grant, enter the report in item 4 checks "Subawardee", enter the full name, address, city, state and zip code of the prime agency and the Congressional District if known.

6. Enter the name of the Federal agency making the award or loan that made the award or loan. Use at least one organizational level below agency name. For example, Department of Transportation, United States of America.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency); include prefixes (e.g., "RFP-DE-90-001".)

9. For a covered Federal action where there has been an award/loan commitment by the Federal agency, enter the Federal identifier of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual's wife, husband, children, include full address if different from item 10. Enter first name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the report with his/her name, title, and telephone number.



PRO SERVE I TEAM SIGN-OFF

SPECIFICATION No 6296-11C-4 CN L. Walker
DESCRIPTION Surveillance Camera Assessment
VENDOR NAME Finnih Consulting
AMENDMENT No —
AGREEMENT CONTRACT No T-296-11C-4

- Draft RFP/RFQ Sign-off initials _____ date _____
 Draft AGREEMENT Sign-off initials L.W. date 4/19/02
 Draft AMENDMENT Sign-off initials _____ date _____

FINAL CPAC APPROVAL SIGN OFF:

PROCUREMENT APPROVAL L. Walker DATE 5/27/02
COMPLIANCE APPROVAL G. Bostick DATE 5/28/02
LAW APPROVAL Spender Coven conditioned on DATE 5/28/02
D.R.P. clarification + Consultant obtaining required insurance
RISK MANAGEMENT APPROVAL _____ DATE _____

"Shared accountability and collaboration by all employees and leaders alike are goals of CPAC"
-Mayor Richard M Daley

Richard M Daley
Mayor
City of Chicago

David E Malone
Department of Procurement Services

Chief Procurement Office

