U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE

# COMPETITIVE SOLICITATION

# BY CITY OF CHICAGO

# FOR

# FOREIGN LANGUAGE INTERPRETATION, TRANSLATION SERVICES AND RELATED SERVICES AND SOLUTIONS

# ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

# AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

# GOVERNMENT PURCHASING ALLIANCE

## Specification No. 125096

# REQUEST FOR PROPOSAL ("RFP") FOR FOREIGN LANGUAGE INTERPRETATION, TRANSLATION SERVICES AND RELATED SERVICES AND SOLUTIONS

**Specification No. 125096**

Required for use by:

**CITY OF CHICAGO**

**Office of Emergency Management and Communications, Aviation, Administrative Hearings, Family and Support Services, Public Health and Other Participating Departments**

This RFP distributed by:

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

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

Jamie L. Rhee, Chief Procurement Officer
Attention: Lisa Clark, Senior Procurement Specialist
Lisa.clark@cityofchicago.org
312-744-2771
Department of Procurement Services
Bid & Bond Room - Room 301, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

A Pre-Proposal Conference will be held on December 10, 2014 at 11:00, a.m. Central Time, at 121 N. LaSalle Street, Chicago, Illinois 60602, Room 1103. Attendance is encouraged but not mandatory.

**PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M., CENTRAL TIME, ON January 15, 2015**

| | |
|---|---|
| **RAHM EMANUEL** | **JAMIE L.RHEE** |
| **MAYOR** | **CHIEF PROCUREMENT OFFICER** |

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Exhibit 1: Scope of Services & Deliverables

Exhibit 2: Schedule of Compensation/Itemized Cost Proposal

Exhibit 3: Company Profile Information

Exhibit 4: Company References/Client Profile Information

Exhibit 5: Special Conditions Regarding Minority and Women Owned Business Enterprise (M/WBE) Commitment, including:

1. Attachment A: Assist Agencies
2. Attachment B: Sample Letter to Assist Agencies
3. Schedule B: Affidavit of Joint Venture (M/WBE)
4. Schedule C-1: Letter of Intent from M/WBE to Perform as Subcontractor, Supplier and/or Contractor
5. Schedule D-1: Affidavit of M/WBE Goal Implementation Plan

Exhibit 6: Online City of Chicago Economic Disclosure Statement and Affidavit and Appendix A (EDS) Instructions and Attachment A, Online EDS Acknowledgement

Exhibit 7: Contract Insurance Requirements and Insurance Certificate

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Exhibit 9: City of Chicago's Sample Professional Services Agreement

Exhibit 10: City of Chicago Grant Information

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**REQUEST FOR PROPOSAL ("RFP")**

**for**

**LANGUAGE INTERPRETATION, TRANSLATION SERVICES AND RELATED SERVICES AND SOLUTIONS**

**Specification No. 125096**

# I. GENERAL INVITATION

## 1.1 U.S. Communities Overview

### A. Master Agreement

City of Chicago (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Foreign Language Interpretation, Translation Services and Related Services and Solutions (herein "Products and Services").

### B. U.S. Communities

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

### National Sponsors

U.S. Communities is jointly sponsored by the National Institute of Governmental Purchasing (NIGP), the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO) and the United States Conference of Mayors (USCM) (herein "National Sponsors").

### Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

*Current U.S. Communities Advisory Board Members*

North Carolina State University, NC
City of Los Angeles, CA
Cobb County, GA
Denver Public Schools, CO
Fresno Unified School District, CA
City and County of Denver, CO
Emory University, GA
Fairfax County, VA
Harford County Public Schools, MD
City of Kansas City, MO
Hennepin County, MN
Collier County Public Schools, FL
Port of Portland, OR
Nassau BOCES, NY
City of Chicago, IL
City of Houston, TX
Los Angeles County, CA
Maricopa County, AZ
Miami-Dade County, FL
Salem-Keizer School District, OR
San Diego Unified School District, CA
City of Seattle, WA
Great Valley School District, PA
Auburn University, AL
City of San Antonio, TX
Orange County, NY
Prince William County Schools, VA

**Participating Public Agencies**

Today more than 62,000 public agencies utilize U.S. Communities contracts and suppliers to procure over $1.5 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

City of Chicago is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Exhibit 11.

**Estimated Volume**

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $50 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2013 purchased more than $146 Million Dollars of products and services from existing U.S. Communities contracts.

**Marketing Support**

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

**Marketplace**

U.S. Communities has developed an online Marketplace, which gives Participating Public Agencies the ability to purchase from many U.S. Communities contracts directly from our website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using a procurement card, credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

**Multiple Awards**

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

The City of Chicago reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Chicago and Participating Public Agencies as a result of this solicitation.

**Evaluation of Proposals**

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively, meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

## 1.2 Purpose of the Request for Proposal

The City of Chicago ("City"), acting through its Office of Emergency Management and Communications (OEMC), Aviation, Administrative Hearings, Family and Support Services, Public Health and other participating City Departments, invites the submission of proposals from firms with expertise and experience in Foreign Language Interpretation, Translation Services and Related Services and Solutions ("Services"), in accordance with Exhibit 1, Scope of Services.

Companies with demonstrated experience in this area, and with an interest in making their services available to the City of Chicago, are invited to respond to this RFP.

The objective for the selected Respondent (hereinafter **"Contractor"**) is to perform all tasks and functions associated with the Services in accordance with Exhibit 1, Scope of Services.

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

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

### 1.3 Internet Access to this RFP

All materials related to the RFP will be available on the internet at: www.cityofchicago.org/bids.

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

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

**All Respondents are responsible for obtaining all RFP materials. If Respondent chooses to download and print RFP document, the Respondent must contact the City of Chicago, Department of Procurement Services, Bid & Bond Room by emailing BidandBond@cityofchicago.org to register Respondent's company as an RFP document holder, which will enable the Respondent to receive any future clarifications and/or addendum related to this RFP.**

## II. DEFINITIONS

**"Agreement"** means the City of Chicago's 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, as attached in this RFP in Exhibit 9.

**Chief Procurement Officer** ("**CPO**") means the Chief Procurement Officer for the City of Chicago.

**"Commissioner"** means the chief executive officer for the City of Chicago, Office of Emergency Management and Communications (OEMC), Aviation, Administrative Hearings, Family and Support Services, Public Health and other participating user departments.

**"Contractor"** means the entity awarded a contract pursuant to the City's RFP process, and includes the Contractor's subcontractors.

**"Department"** means the City of Chicago Office of Emergency Management and Communications (OEMC), Aviation, Administrative Hearings, Family and Support Services, Public Health and other participating City Departments.

"**Proposals**" means the documents submitted in response to this RFP.

**"Respondent"** means the individuals or business entities submitting a proposal in response to this RFP.

## III. BACKGROUND

### 3.1 Objective

The objective is to acquire qualified Respondents to provide professional interpreters and translators that have been certified, screened, tested, trained, and have proficiency in English and various languages. Respondents are to have the capabilities of dealing with a wide variety of clients and situations for emergency and non-emergency situations. Respondents are expected to be proficient in performing various levels of interpretation and translation services: on-site, via telephone and written transcripts. Respondents must agree to adhere to all applicable federal, state, and local laws and regulations dealing with client rights and the confidentiality of client information. This is a city-wide contract. Participating departments include Office of Emergency Management and Communications (OEMC), Chicago Department of Aviation (CDA), Administrative Hearings (AH), Family & Support Services (FSS) and Chicago Department of Health (CDPH) and any other participating City Departments.

## IV. SCOPES OF SERVICES

### 4.1 Description of Services

The services that the City seeks to acquire are described in detail in the Scope of Services, Exhibit 1.

### 4.2 Contract Term

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

## V. GENERAL INFORMATION AND GUIDELINES

### 5.1 Communications Between the City of Chicago and Respondents

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

**Respondents must communicate only with the Department of Procurement Services**. All questions or requests for clarification must be in writing, sent by e-mail, and directed to the attention of Lisa Clark, lisa.clark@cityofchicago.org, Department of Procurement Services, Room 806, City Hall and must be received no later than 4:00 p.m. Central Time, on December 17, 2014. Respondents are encouraged, but not required, to submit questions one (1) week prior to the scheduled Pre-Proposal Conference.

All questions and requests for clarification must be submitted via e-mail. The subject line of the email must clearly indicate that the contents are "Questions and Request for Clarification" about the RFP and are "Not a Proposal" and must refer to "Request for Proposal ("RFP") for Foreign

Language Interpretation, Translation Services and Related Services and Solutions, Specification No. 125096." No telephone calls will be accepted unless the questions are general in nature.

**B. Pre-Proposal Conference**

The City will hold a Pre-Proposal Conference in Room 1103, 121 N. LaSalle Street, Chicago, Illinois 60602, at 11:00 a.m., Central Time on December 10, 2014. All parties interested in bidding on this RFP are urged to attend in person however a telephone conference number is provided for those unable to attend in person. The City requests that all parties planning on attending the Pre-Proposal Conference notify Lisa Clark prior to the Pre-Proposal Conference. The e-mail communication shall include the names, titles, e-mail address and phone number of each attendee and indicate whether the attendee is participating in person or via teleconference. To participate in the teleconference, dial 1-866-528-2256, Access Code 3355561.

The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions posed on the day of the conference and to questions e-mailed prior to the deadline for receipt of questions per Section 5.1.A.

**5.2 Deadline and Procedures for Submitting Proposals**

1. To be assured of consideration, Proposals must be received by the City of Chicago in the City's Bid & Bond Room (Room 301, City Hall) no later than 4:00 P.M. Central Time on January 15, 2015. The Bid & Bond Room can be reached at telephone number 312-744-9773.

2. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section 5.2.1 above. Only the Chief Procurement Officer ("CPO") is empowered to determine whether to accept or return late Proposals.

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

3. Proposals must be delivered to the following address:

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

4. Respondent must submit 1 hardcopy original, 2 additional hardcopies and 10 electronic copies (USB drive) in a searchable pdf format, with Pricing / Cost Proposal completed in Excel on a USB drive. 2 USB drive copies of the Pricing / Cost Proposal are required. The original documents must be clearly marked as "ORIGINAL", and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Copies must be exact duplicates of the ORIGINAL. Respondent must enclose all documents in sealed envelopes or boxes.

5. The outside of each sealed envelope or box must be labeled as follows:

Proposal Enclosed
Request for Proposal (RFP) for Foreign Language, Translation Services and Related Services and Solutions
Specification No. 125096
Due: 4:00 p.m. Central Time, January 15, 2015.
Submitted by: (Name of Respondent)
Package ____ of ____
State if Local Response Only or National Response

6. The City's opening of Respondent's sealed envelope(s) or package(s) containing a Proposal shall neither be deemed nor constitute acceptance by the City of Respondent's Proposal. The City reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if the same were submitted by the due date and time specified herein, for any purpose, including without limitation, determining the particular RFP to which Respondent has responded, determine if a Proposal was submitted by the date and time specified herein.

## 5.3 RFP Information Resources

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

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

## 5.4 Procurement Timetable

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

| Key Activity | Target Date |
|---|---|
| City Issues RFP | November 26, 2014 |
| Pre-Proposal Conference | December 10, 2014 |
| Post-Conference Questions Due | December 17, 2014 |
| Proposals Due | January 15, 2015 |

## 5.5 Transparency Website: Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all proposals, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website.

However, Respondents may designate those portions of the Proposal which contain trade secrets or other proprietary data ("Data") which Respondents desires remain confidential.

To designate portions of the Proposal as confidential, Respondent must:

A. Mark the cover page as follows: "This Proposal includes trade secrets or other proprietary data."

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

C. Provide a USB thumb drive with a redacted copy of the entire Proposal or submission in .pdf format for posting on the City's website. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a USB thumb drive with a redacted copy may result in the posting of an un-redacted copy.

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Proposal as non-responsive.

All Proposals submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of information.

## VI. PREPARING PROPOSALS: REQUIRED INFORMATION

**Participation in the national program is not a mandatory component or requirement in this solicitation in order for a Respondent to receive an award. Respondents have the option to be considered for a local agreement only or for a national program agreement.**

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

### 6.1 Format of Proposals

Proposals must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Submit 1 hardcopy Original, 2 additional hardcopies and 10 USB drive copies in a searchable .pdf format, with Pricing/Cost Proposal completed in Excel on a USB drive. 2 USB drive copies are required for the Pricing/Cost Proposal.

**Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized. Respondent is strongly discouraged from including advertisement or materials not related specifically to the focus of this RFP.**

### 6.2 Required Contents of Proposal

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by the City, your Proposal and related submittals may become part of the contract. While the City recognizes that Respondents provide costs in varying formats, compliance with the enclosed Itemized Cost Proposal in Exhibit 2 is required to facilitate equitable comparisons.

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

### 6.2.1. Cover Letter

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

(i) Indicate if this response is to be considered for a local agreement only or for a national program agreement.

(ii) Indicate the number of years the company/organization has been in business, and provide an overview of the experience and background of the company/organization and its key personnel committed to this project.

(iii) Identify the legal name of the company/organization, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited liability company or partnership, etc.), and the names of its principals or partners and authority to do business in Illinois with the most recent documents filed with and obtained from the Secretary of State.

(iv) Indicate the name, telephone number(s) and e-mail address of the principal contact for this proposal, oral presentation or negotiations.

(v) Include statement of any objections or comments, to the City of Chicago's standard contract terms and conditions as stipulated in the Sample Professional Services Agreement in Exhibit 9 of this RFP.

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

### 6.2.2. Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's strategy and methodology for successfully implementing and managing the project for the City of Chicago and Participating Public Agencies; capacity to perform, and approach to project management, satisfying the scope of services in the RFP and any additional factors for the City's consideration.

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

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

**A. Company Profile Information (See Form in Exhibit 3)**

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

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

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

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

(i) Schedule B as shown in Exhibit 5, if joint venture includes City of Chicago certified MBE/WBE firms(s), as applicable.

(ii) Separate Economic Disclosure Statement and Affidavit ("EDS") completed by each partner and one in the name of the joint venture as shown in Exhibit 6.

(iii) Insurance certificate in the name of the joint venture business entity.

**B. Company References/Client Profile Information (See Form in Exhibit 4)**

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

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

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

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

**C. Capacity to Perform City Project**

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

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

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

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

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

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

**E. Interpreter Licensing Requirements**

Respondents are to include the quality level of their interpreters with their response. The following levels are acceptable to the City.

- *Certified or Licensed Interpreter*: A Certified or Licensed Interpreter is an individual who has passed an examination administered by a recognized agency, such as the American Translators Association, the Federal Court Interpreter's examination, a State Court examination or an accredited University program. Provide copies of the aforementioned certification and/or licenses for all interpreters. A language service provider's language assessment exam will constitute certification if the exam was developed in concert with industry experts and a score corresponds to an ILR level of 4 and above.

- *Certified or Licensed Interpreter with Specialty:* A Certified or Licensed Interpreter with Specialty is an individual who is certified and/or licensed in a distinctive and specialized area of practice such as legal, medical, technical, etc.

Provide copies of the aforementioned certification and/or licenses for all interpreters.

**6.2.4. Professional Qualifications, Specialized Experience and Local Availability of Key Personnel who will be dedicated to the Services described in this RFP.**

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

(i) Summary of the key personnel who will be dedicated to the Services as proposed and consistent with Staffing Plan per Section 6.2.5 C2 and C3.

(ii) Key personnel areas of expertise and areas for prime responsibility for various tasks or aspects of the Services.

(iii) Resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this RFP. Respondent must provide the following information:

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

In addition to resumes, Respondent must provide a detailed description of the roles and responsibilities by job titles (service staff, supervisors, executive managers, etc.). Add any other types of staff/personnel whom the Respondent is proposing.

Respondent must designate a Project Manager responsible for day to day oversight of project and implementation schedule. Project Manager must be available for telephone and e-mail contact during the stated hours of operation and emergency after hour contact with City management.

**6.2.5. Implementation and Management Plan**

Respondent must provide a comprehensive and detailed implementation and management plan which addresses requirements as outlined in Exhibit 1, Scope of Services of this RFP. The plan must demonstrate Respondent's capacity to successfully implement and manage the project and ability to comply with the scope of service and requirements as described in this RFP. The management plan must address, but not be limited to, the following areas:

**A. Approach to Implementing Services**

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

**B. Organization Chart**

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

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

2) Respondent must describe the specific role of each of the firms in a team or joint venture for each task/work activity.

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

**C. Dedicated Resources**

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

2) Staffing Plan

Provide an assessment of staffing needs for each major activity area by job title and function. Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the City of Chicago project including team structure, numbers and team management plans to achieve requirements for transition, implementation and services.

Submit resumes for key personnel that will be committed to this engagement. Correlate team members to the tasks they will be performing during implementation/transition and on-going operations. For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

3) Management and Executive-Level Personnel Availability

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

4) Telephone Equipment

The Respondent must be equipped to provide and maintain redundant telephone system

equipment, fully capable of all the functionality of its primary equipment at its operator's center and a secondary offsite communications facility. The redundant system must be capable of immediate access in the event of a failure of the primary system. All telephone equipment used and operated by the Respondent must feature back-up electrical power protection so to avoid any system failure due to electrical power failures or outages. All calls must be stored for a minimum of 30 days. Please describe your organization telephone system equipment.

### 6.2.6. National Services, Qualifications, Experience and Capabilities

**Respondents submitting proposals for local consideration only do NOT need to complete this section.**

Respondent must provide the following information to be considered for national program award.

#### A. National Services Offering

1) Respondent must provide a comprehensive and detailed description of the Foreign Language Interpretation, Translation Services and Related Services and Solutions it offers as provided by the major categories set forth in Paragraph 2 of Exhibit 1, Scope of Services.

2) Respondent shall provide a written response to Section 4, General Scope of Services in Exhibit 1, detailing its capabilities in meeting the requirements.

#### B. Qualifications

**1)** Respondent must include a narrative of its understanding and acceptance of the Supplier Commitments in the **Supplier Qualifications** Section of Exhibit 11.

**2)** Respondent must complete and sign the **Supplier Worksheet for National Program Consideration** in Exhibit 11.

**3)** Respondent must sign, unaltered, the **U.S. Communities Administration Agreement** in Exhibit 11.

#### C. Experience and Capabilities

Respondent shall complete the **Supplier Information** section of Exhibit 11.

### 6.2.7. Itemized Cost Proposal

The Respondent must provide pricing in the format and content as outlined in Exhibit 2 in order for the Respondent's Proposal to be considered responsive to this section. Proposals that fail to include cost proposal information in Exhibit 2 will be rejected as incomplete and deemed non-responsive.

The Respondent is responsible for disclosing any charges or fees that the City would incur with the Respondent, before, during, and after the implementation as Other Costs.

All costs must, at a minimum, be provided as requested in Exhibit 2. For purposes of comparing costs among Respondents, Respondent must not deviate from the cost table outlined in Exhibit 2. The City reserves the right to negotiate a final fixed price, terms, and conditions with selected Respondent(s).

In preparing its cost proposal, Respondent should be mindful of all City wage requirements, including but not limited to Mayoral Executive Order 2014-1.

### 6.2.8. Minority and Women Business Enterprises Commitment

The Chief Procurement Officer has determined that the natures of the services to be provided under this contract are such that neither direct nor indirect subcontracting opportunities will be practicable or cost-effective. Therefore, there will be no stated goals for MBE/WBE participation resulting from this contract. This determination is being made pursuant to Section 2-92-450 of the Municipal Code of Chicago.

### 6.2.9. Financial Statements

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

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

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

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

Respondent shall complete an Economic Disclosure Statement and Affidavit and Appendix A. **See Online City of Chicago EDS Instructions, and Attachment A Online EDS Acknowledgement, in Exhibit 6**. If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an "entity holding an interest in an Applicant" as described in the EDS. All affidavits must be notarized. **Upon completion of Online EDS, Respondent shall submit a copy of 2 documents with their Proposal: 1) Certificate of Filing printed from system and 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form in lieu of hardcopy EDS forms**.

The Respondent submitting as the prime must submit the above referenced EDS documents

with its Proposal. Subcontractors may be asked, at the City's discretion, to provide an EDS during the evaluation process.

### 6.2.11. Legal Actions

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

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

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

### 6.2.12. Insurance

Respondent should include a statement that they can comply with the City's insurance requirements. Prior to contract award, the selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 7.

### 6.2.13. U.S. Communities Administration Agreement

A Selected Respondent is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto in Exhibit 11) prior to the award of the U.S. Communities contract. The U.S. Communities Administration Agreement outlines the Contractor's general duties and responsibilities in implementing the U.S. Communities contract.

The executed U.S. Communities Administration Agreement is required to be submitted with the Respondent's proposal without exception or alteration. Failure to do so will result in disqualification.

**Respondents submitting proposals for local consideration only do NOT need to complete this section.**

## VII. EVALUATING PROPOSALS

### 7.1 Evaluation Process

An Evaluation Committee, which will include representatives from Participating Public Agencies the Department of Office of Emergency Management and Communications (OEMC), Aviation, Family and

Support Services, Public Health, and the Department of Procurement Services and may include representatives of other departments of the City ("Evaluation Committee" or "EC") will review and evaluate Proposals, as described below.

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

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

Phase I - Preliminary Proposal Assessment
Phase I will involve an assessment of the Respondent's compliance with and adherence to all submittal requirements requested in Section VI, 6.2., Required Content of the Proposal. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive. Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

Phase II - Proposal Evaluation
In Phase II, the EC will evaluate the extent to which a Respondent's Proposal meets the service requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent's qualifications, experience, proposed implementation and management plan, cost proposal and other factors based on the evaluation criteria outlined in Section 7.2, Evaluation Criteria.

As part of the evaluation process, the EC will review the information required by Section VI, for each Proposal received. The EC may also review other information gained by checking references and by investigating the Respondent's financial condition.

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

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

## 7.2 Evaluation Criteria

In Phase II, the Evaluation Committee will review the Respondent's Proposal to determine overall responsiveness and completeness of the Proposal with respect to the components outlined in the RFP using the following criteria (not necessarily listed in order of importance):

A. Professional and Technical Competence:

1. Ability to provide the Services described in the RFP, including capacity to perform the Scope of Services described in Exhibit 1 of this RFP.

2. Professional Qualifications and Specialized Experience of Respondent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies).

3. Professional Qualifications and Specialized Experience of Respondent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the City of Chicago.

4. Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services, operating within budget and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.

B. Quality, Comprehensiveness and Adequacy of the proposed Implementation and Management Plan including ability to meet service levels, capacity to support the project based on staffing plan including supervisory key personnel who will manage and oversee program.

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

C. National Capabilities:

**For national program consideration only.**

1. Demonstration of Respondents ability to provide a complete offering of Foreign Language Interpretation, Translation Services and Related Services and Solutions on a nationwide basis.

2. Conformance to General Scope of Services requirements in Exhibit 1.

3. Demonstration of Respondents qualifications on a nationwide basis.

4. Proven experience and capabilities of Respondent on a nationwide basis.

D. Pricing/Cost Proposal. The City will consider completeness and adequacy of cost as per the Itemized Cost Proposal, Exhibit 2.

**One of the participating City Departments (Department of Family Support Services, "DFSS") will be utilizing federal funds for these services and the grant declares specific requirements and flat rate charges to include any travel expenses. The maximum compensation for DFSS is $25.00 per transaction per day. See Exhibit 10 for additional information.**

E. Legal Actions - The EC will consider any legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.

F. Financial Stability – The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.

G. Compliance with Laws, Ordinances, and Statutes. The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract. See Online City of Chicago EDS Instructions and Attachment A, Online EDS Acknowledgement form in Exhibit 6.

H. Degree to which the Respondent accepts the City's Terms and Conditions in the sample Professional Services Agreement in Exhibit 9 enabling the City to successfully negotiate a contract.

l. Conflict of Interest – The EC will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting, or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.

## VIII. SELECTION PROCESS

After the Evaluation Committee ("EC") completes its review of Proposals in Phase II, it may submit to the Commissioner of the Department and Chief Procurement Officer a recommended short list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select one or more Respondents, or a recommendation to reject any or all Proposals.

Phase III- Site Visit, and/or Oral Presentations

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Chief Procurement Officer, those short-listed Respondents may be subject to a site visit and/or be invited to appear before the Evaluation Committee for an oral presentation to clarify in more detail information what was submitted in Respondent's Proposal; and/or to ask Respondent to respond to additional questions.

Following oral presentations, the Evaluation Committee will make a final evaluation of the Respondents and submit its recommendation to the Commissioner. Such recommendation may be to enter into negotiations with only one Respondent or may be to enter into negotiations with more than one Respondent.

Upon receipt of the EC's recommendation, the Commissioner will submit a decision (concurrence or rejection of the EC's recommendation) to the Chief Procurement Officer. The Chief Procurement Officer shall then consider the Commissioner's recommendation and exercise her authority to either notify the Respondent(s) to enter into contract negotiations or reject the recommendation and offer alternate options.

The City will require the selected Respondent(s) to participate in contract negotiations. In order to award a contract that represents the best value to the City, as determined by the Commissioner and the Chief Procurement Officer, the City reserves the right to enter into concurrent competitive price negotiations with one or more qualified Respondent(s). The City's requirement that a selected Respondent negotiate is not a commitment by the City to award a contract.

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

## IX. ADDITIONAL DETAILS OF THE RFP PROCESS

### 9.1 Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent (electronically or by mail) to all of the prospective Respondents listed on the "Take Out Sheet" prior to the Proposal due date. A copy of addenda associated with this RFP specification number will also be posted on the City of Chicago's Department of Procurement Services website and may be downloaded in lieu of being sent the addendum. Prospective Respondents are listed on the Take Out Sheet when they pick-up a copy of the RFP package from the Bid & Bond Room and leave a business card, e-mail

BidandBond@cityofchicago.org or call in to the Bid & Bond Room to register their company as having downloaded a copy of the RFP prior to the Proposal due date. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent should acknowledge receipt.

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

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

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

1. Responses to questions and requests for clarification sent to the Department of Procurement Services; or

2. Responses to questions and requests for clarification raised at the Pre-Proposal Conference; or

3. Responses to questions and requests for clarification which were sent in by the deadline for submission of questions; all in accordance with the provisions of Section V. 5.1 A herein.

## 9.2 City's Rights to Reject Proposals

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

## 9.3 No Liability for Costs

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

## 9.4 Prohibition on Certain Contributions.- Mayoral Executive Order No. 2011-4

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

**9.5 False Statements**

(a) 1-21-010 False Statements

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

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

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

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

(c) 1-21-030 Enforcement.
In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

# EXHIBIT 1

# SCOPE OF SERVICES

## 1. OBJECTIVES

A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;

B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;

C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;

D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;

E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

F. Provide Participating Public Agencies with environmentally responsible products and services.

## 2. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Respondent is to propose the broadest possible selection of Foreign Language Interpretation, Translation Services and Related Services and Solutions it offers. The intent of this solicitation is to provide Participating Public Agencies with services to meet their various needs. Therefore, Respondents should have demonstrated experience in providing the Services as defined in this RFP, including but not limited to:

A. **Telephone Interpretation:** The complete range of telephone interpretation and translation services including, but not limited to, three-way or more communication with a limited English speaking or non-English speaking person to facilitate foreign language communication available 24 hours per day, 7 days per week, 365 days per year through dedicated toll free numbers and access codes to specialized call routing options, call intake scripts and user education materials.

B. **Onsite Interpretation:** In person interpretation and translation services in a variety of settings which include, but are not limited to, business, legal and medical related information translations to Participating Public Agencies in either public, private or community facility environment for emergency and non-emergency situations.

C. **Written Translation Services:** The complete range of written translation services including, but not limited to, document translation, audio recordings, social media, graphic design literature, website, marketing, software, and any other written translation services provided by Respondent.

D. **Video Remote Interpreting:** The complete range of secure, real-time video communication with qualified and professional video interpreters via the internet.

E. **Related Services and Solutions:** The complete range of related services and solutions available from Respondent including, but not limited to, American Sign Language, testing services, training services, intercultural consulting and any other related services and solutions available from Respondent.

## 3. CITY OF CHICAGO REQUIREMENTS

The Respondent must provide interpretation and translation services in person, by telephone, and in written documents, as described in more detail below. Commonly interpreted and translated languages include but are not limited to: Spanish, Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, Vietnamese, Armenian, Cambodian, German, Haitian Creole, Italian, Polish, Portuguese, Farsi, Tagalog, Thai, Arabic, and Urdu. Historical usage by language is attached hereto at the end of Exhibit 1.

Translation interpreter and translator services include, but are not limited to, the following:

- In person interpretation and translation services providing business, legal and medical related information translations to City patrons in either public, private or community facility environment for emergency and non-emergency situations. A majority of the needs would be during normal business hours however in the event of an emergency we would need an immediate response. The City would attempt to give 24-48 hours' notice of need for non-emergencies.

- Telephone interpretation and translation services via three-way telephone conversations consisting of a non-English or limited-English speaking caller, a City of Chicago call taker or airport customer service representative, and the Respondent's language interpreter. The nature of the telephone calls requiring such service are 911 calls to the OEMC 911 Center, 311 calls to the OEMC Backup Call Facility, calls made by customer service representatives from O'Hare or Midway to assist airport customers, and calls from the O'Hare or Midway Communications Centers requesting airport customer assistance. The 911 calls involve citizens calling to request emergency police, fire and medical services. The 311 calls involve citizens calling to request various non-emergency City services and filing certain types of police reports. The calls from O'Hare and Midway International Airports and their Communications Centers involve citizens calling to request information and various non-emergency City services. In such cases, the resident/patron first calls the City of Chicago call taker or airport customer service representative, and the City/airport staff accesses the translation service by turning the call into a three-way telephone conversation. Respondent shall propose a solution for airport customers who need translation services in absence of a City/airport customer service representative. Respondent's operators shall be able to direct calls to be translated without the assistance of a City/airport customer services operator. Such service must be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five days (365) per year, **and City/airport staff must receive access to an interpreter within 30 seconds of connection of telephone calls.**

- Telephone interpretation and translation services via telephone equipment provided by the Respondent, as further described in the section below entitled "Telephone Equipment Requirements". In these cases, patrons at City facilities such as an airport, medical facility, or court room are able to pick up the telephone and directly access service from the Respondent in the appropriate foreign language and receive assistance translating medical, legal, flight, etc. information in a timely manner.

- Audio recordings and transcription maybe required for the City's IVR (Interactive Voice Response) In-language audio recording including translation and Questions and Answers; professional voice-over talent, professional studio and engineering, and final Questions and Answers delivery.

- Written, Marketing, Materials, Social Media (software, website, twitter, etc.), Graphic Documentation translation services for campaigns, social services, medical services and/or community services. Formatting/layout/desktop publishing services in graphic design programs such as Adobe InDesign, FrameMaker, QuarkXPress and MS Publisher may be required.

## STAFFING REQUIREMENTS

The Respondent personnel staff shall demonstrate their trained skills through the translation services in the field of interpretation, and experience in law enforcement and emergency communications. The staff shall have the capability of accurate translation for a minimum of 140 languages.

The Respondent should have the capabilities of monitoring and training their staff's skills regularly with industry, law enforcement and emergency communication practices. The Respondent shall provide documentation to the User Departments that demonstrate their staff has been trained and educated to support these interpreter and translation skills described herein.

## INTERPRETER LICENSING REQUIREMENTS

Respondents are to include the quality level of their interpreters with their response.
The following levels are acceptable to the City.

*Certified or Licensed Interpreter*: A Certified or Licensed Interpreter is an individual who has passed an examination administered by a recognized agency, such as the American Translators Association, the Federal Court Interpreter's examination, a State Court examination or an accredited University program. Provide copies of the aforementioned certification and/or licenses for all interpreters. A language service provider's language assessment exam will constitute certification if the exam was developed in concert with industry experts and a score corresponds to an ILR level of 4 and above.

*Certified or Licensed Interpreter with Specialty:* A Certified or Licensed Interpreter with Specialty is an individual who is certified and/or licensed in a distinctive and specialized area of practice such as legal, medical, technical, etc. Provide copies of the aforementioned certification and/or licenses for all interpreters.

## EQUIPMENT REQUIREMENTS

The Respondent must be equipped to provide and maintain redundant telephone system equipment, fully capable of all the functionality of its primary equipment at its operator's center and a secondary offsite communications facility. The redundant system must be capable of immediate access in the event of a failure of the primary system. All telephone equipment used and operated by the Respondent must feature back-up electrical power protection so to avoid any system failure due to electrical power failures or outages. All calls must be stored for a minimum of 30 days. The recording of the call itself must be stored.

## REPORTING REQUIREMENTS

The Respondent shall provide reports on a monthly and annual basis to each participating City Department. The report is to reflect invoice detailing to include connection times, languages, identification of the individual interpreter and name of the Call taker, duration of call, and participating City Department. The City will accept a code unique to each interpreter as interpreter identification.

## TELEPHONE EQUIPMENT REQUIREMENTS

As part of the Scope of Services, the Respondent must be able to provide telephonic interpreter services directly to City residents or patrons at various facilities of participating Departments. Examples of such services include, but are not limited to, assisting non-English or limited-English speaking Individuals in setting such as:

- the airports
- medical facilities
- court rooms (administrative hearings for municipal code violations)
- social or community services and/or senior residential facilities.

When assistance is required at these facilities, it will be provided by the Respondent through dual-handset analog telephone equipment, which allows the patron/customer to pick up the telephone and directly access service from the Respondent in the appropriate foreign language and receive assistance translating any medical, legal, flight, etc. information in a timely manner. The City currently uses a regular phone jack for hook up. Such service must be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five days (365) per year, and patrons must receive access to an interpreter within 30 seconds of connection of telephone calls.

The Respondent must furnish the City with such dual-handset analog telephones in the quantity the City desires, at the locations determined by the City, based on a monthly or yearly rate. All telephones and related equipment shall be 100% warranted for the duration of the contract. All calls made using the phones must be stored for a minimum of 30 days. For any telephone or related equipment that malfunctions, Respondent shall repair or replace equipment within 24 hours of notification at no cost to the City.

In addition to providing the primary equipment as described above, the Respondent must also provide and maintain redundant telephone system equipment, fully capable of all the functionality of its primary equipment, at its operator's center or a secondary offsite communications facility. The redundant system must be capable of immediate access in the event of a failure of the primary system. All telephone equipment used and operated by the Respondent must feature back-up electrical power protection so to avoid any system failure due to electrical power failures or outages.

**INVOICING AND DELIVERY**

After the assessment of telephones required at each of the participating City Department(s) sites, the Respondent will deliver and invoice accordingly. The participating City Department(s) will contact the Respondent with a Purchase Order to rent new telephones as negotiated. Each invoice is to reflect the applicable Purchase Order Release number, telephone equipment identification number(s), participating City Department(s) sites and agreed upon rate for each telephone or related supplies.

The telephones are to be delivered to the participating City Department(s) warehouse or delivery address identified on the Purchase Order and all telephones shall be 100% warranted for the duration of the contract term.

The Respondent will be responsible for the maintenance and warranty of each phone and related equipment for the duration of the contract. If any of the telephone equipment and related supplies is defective or damaged the Respondent shall adjust the cost of the expense of corrections.

If any telephone equipment is defective or is in need of repair, the participating City Department(s) authorized representative shall call the Respondent's customer service number and arrange for the defective telephone to be retrieved within twenty-four (24) hours.
If the telephone is found to be irreparable, the Respondent(s) must notify participating City Department(s) authorized representative within one (1) business day after pick up to make arrangements to deliver a new replacement phone. Replacement phones must delivered as soon as possible to the location requested by the authorized representatives but no later than three (3) business days from the initial request.

**VARIOUS TRANSLATION SERVICES**

- Audio Recordings
- Written
- Social Media
- Graphic Design Literature

The Respondent must have the ability to provide expert translation staff and services to any participating City Department(s) interpreters on an as needed basis. Among other things, the translator(s) would assist individuals with completing, reading or instructing City patrons either on the telephone or in person, voice recordings, and preparing translated text for websites, Twitter, Facebook, and forms/brochures/literature, the latter of which may require the translator to utilize specified graphic design software to input translated text.

## 4. GENERAL SCOPE

### CORE AND NON-CORE LANGUAGES

Respondent shall offer, at a minimum, the following languages: Spanish, Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, Vietnamese, Armenian, Cambodian, German, Haitian Creole, Italian, Polish, Portuguese, Farsi, Tagalog, Thai, Arabic, and Urdu. Respondent shall state any additional languages it offers as Core languages for the Services described in the General Definition of Products and/or Services of this RFP. These Core languages must be continuously available.

Respondent shall also state any additional Non-Core languages it offers and the availability of those languages for the Services described in the General Definition of Products and/or Services of this RFP.

### GENERAL

- The Respondent shall provide a single, toll-free, nationwide 800-number to access all services.

- The Respondent shall provide service utilization tracking and billing through the use of access codes, user ID's or other mechanisms that differentiates the many departments within a Participating Public Agency.

- Procedure Manual: The Respondent shall provide a manual and/or training, as requested, to Participating Public Agency employees on how to use the services of the Respondent. The training will, at a minimum, include hard copy documentation and/or web-based documentation of processes and procedures. The documentation will also include processes and procedures for obtaining customer service/technical assistance and for complaint resolution. The Respondent shall submit any changes to the Procedure Manual to the Participating Public Agency within two (2) weeks of the Interpreter Procedure Manual being revised.

- **Translator and Interpreter Qualifications (Individuals)**

    - The Respondent shall utilize interpreters who are thoroughly knowledgeable about U.S. domestic culture. Translators utilized from a foreign country are not acceptable unless the potential translator was raised within the U.S. or has spent significant recent time in this country and is directly knowledgeable regarding U.S. domestic culture. Any potential issue regarding this requirement/prohibition for a particular translation request must be brought to the Participating Public Agency for resolution.

    - The Respondent shall utilize interpreters who have been screened and tested for proficiency in both written English and the target language(s) with affiliation/accreditation by the American Translators Association (www.atanet.org) or have other credentials or certifications that are comparable to or exceed the standards of the American Translators Association.

- The Respondent shall utilize interpreters who are able to write at an appropriate reading level for target audience.

- The Respondent shall utilize interpreters who are linguistically accurate, culturally appropriate and technically consistent with the original documents.

- The Respondent shall utilize interpreters who are able to act as a bridge, providing Participating Public Agencies with feedback not only on grammatical and linguistic accuracy, but also on cultural appropriateness.

- The Respondent shall utilize interpreters who are able to provide consecutive interpretation and simultaneous interpretation when requested by Participating Public Agencies.

- The Respondent shall utilize interpreters who are knowledgeable of and comply with HIPAA related privacy guidelines.

- The Respondent shall utilize interpreters who are aware of affidavits and statements of truth in reference to the validity of the translation.

- The Respondent shall ensure that a single translator is used to complete each document to ensure continuity and consistency in terminology, syntax, and style.

- The Respondent shall utilize interpreters who are United States citizens or legal residents of the United States.

- **Interpretation Services**

  Telephone Interpretation Services

  - The Respondent shall have conference-calling services and capabilities.

  - Emergency Interpretation Services: Provide interpretation services in an emergency situation such as a natural disaster, during or after regular hours. Emergency situations include, but are not limited to the capacity to support an increased volume of calls and provide accurate information to callers from the general public that may call Participating Public Agencies for information. The Respondent must be willing and able to participate in briefing activities related to emergency operations when/if it becomes activated.

  - Billing of Telephone Interpretation Services: Telephone interpretation services will be billed in sixty (60) second or one (1) minute increments at the per minute rate specified in Exhibit 2. Partial minutes or any portion of a full minute may be rounded up to the next highest minute.

    Length of the call is measured from the time the appropriate target language interpreter is on the line and able to act as an intermediary to the time Participating Public Agency staff terminates the call. Response times or wait times shall not be included in the billable call time.

Wait times includes, but is not limited to, time spend in the Respondent's call menu system, with a dispatcher, or in a queue for an interpreter.

Onsite Interpretation Services

- The Respondent should provide interpreters in person, on site or otherwise, when required. The Respondent should specify in its proposal which languages are available for onsite interpretation. The requirement for in-person interpreters will be scheduled in advance and the Respondent will provide services within forty-eight (48) hours unless otherwise scheduled at a later date and time.

- The Respondent shall be proficient in consecutive interpretation in which the interpreter listens to spoken statements of varying length in one language, and at the conclusion of the statement, translates it orally into another language. The interpreter must be proficient in absorbing the information, mentally retaining it, and accurately transferring it into another language from which it is spoken.

- The minimum billable time for onsite services will be two (2) hours.

- When more than one interpreter is available for an assignment, the Respondent shall assign the interpreter closest to the site where services are needed, unless a specific interpreter is requested by the Participating Public Agency.

- Expedited onsite interpreter services shall be provided by the Respondent for requests received with less than forty-eight (48) hours' notice to the Respondent.

- If it is anticipated that interpreter services will be needed in excess of eight (8) hours for a single session, Participating Public Agency and the Respondent will mutually determine if more than one interpreter shall be required or if the same interpreter will work for the full required duration.

- An interpreter shall be physically present at the location specified by the Participating Public Agency, including locations with security or other special requirements, and shall abide by all such security or special requirements.

- Participating Public Agency shall have the ability to request a specific interpreter for a specific language interpretation for onsite service if the request is placed in advance of the actual time it is needed, in the manner detailed in Respondent's proposal.

- Billing of Onsite interpretation Services: Language interpretation services for core languages and non-core languages shall be provided at the per hour rates as provided within Exhibit 2. At the time of assignment, the Respondent will be notified whether the assignment is for a specific activity or an identified timeframe (i.e., from 9 a.m. to 12 p.m.). If the assignment is for an identified timeframe that is greater than two (2) hours, the billing will proceed at 1/10th of an hour increments for the entire duration in excess of two hours, less a reasonable meal period (i.e., 30, 40 or 60 minutes). For a defined timeframe assignment, Participating Public Agency reserves the right to request the availability of an on-site interpreter for multiple assignments during this timeframe provided all assignments are within the same location. For example, an

identified timeframe (court hearing assignment) may be from 9 a.m. to 3 p.m. and it is expected that four (4) separate hearings will occur during this period, and that there will be a 30 minute lunch period, the billing will be for 5.5 hours, (6 scheduled hours less a 30 minute lunch period), not for 2 hours per hearing, or 8 hours. Moreover, if the last hearing ran until 3:20 p.m., the billing would be for 6 hours and 20 minutes, less a 30 minute lunch period, or 5 hours and 50 minutes. Or stated another way, the billing for on-site interpreters will be for the duration of the identified timeframe, the initial 2-hour period from 9-11 a.m. and the duration of time after 11:00 a.m. in 1/10th of an hour increments, less a lunch period.

**If the Contractor must travel more than thirty (30) miles one way or sixty (60) miles round trip,** from a Base of Operations, the Contractor will be reimbursed for mileage in accordance with Participating Public Agency travel regulations. Participating Public Agency will not reimburse mileage for less than thirty (30) miles one way or sixty (60) miles round-trip. Invoices shall include the number of hours of service that was provided and total mileage traveled with required documentation.

For a request for onsite interpretation that is cancelled with less than twenty-four (24) hours' notice, Participating Public Agency shall be required to pay the Contractor the two (2) hour minimum billable time.

If the Contractor must utilize the services of a translator who must travel in order to provide services, the Contractor shall provide the name of the interpreter and interpreter's home or business address which serves as his/her base of operations. The information will be used for verification of mileage charges and appropriateness of onsite interpreter assignments. The Contractor should clearly indicate this information as "Proprietary" to avoid disclosure of confidential information.

Written Translation Services

- The Contractor shall provide written document translation services for the Core languages it offers and provide a listing of any additional Non-core languages it offers. The Contractor shall provide document translation services from English to source language and/or source language translation to English.

- The Contractor shall provide review, editing, and proofreading services for previously translated documents.

- The Contractor shall manage document translations electronically.

Contractor must be capable of receiving source language documents by e-mail, facsimile, or other electronic means (i.e. PDF or flat files, standard word processing languages, etc.), U.S. postal service or courier delivery. The typical delivery is expected to be by e-mail, facsimile, or other electronic means.

Completed orders should be returned electronically, preferably by email, to the address specified in the request. If the resulting document is too large to be transmitted via email or in a compressed format, documents will be accepted on a Read/Write CD or DVD or a flash drive.

Rarely, a printed copy may be requested by mail or overnight courier. Overnight courier charges will be reimbursed by Participating Public Agency only when pre-approved and a result of the request.

- Translators must translate the written word accurately and in the same spirit and style as it appears in the original text. Translators must ensure accuracy of nuances, subject-matter detail and retain fluency. The Contractor must also provide translated materials that meet the following requirements:

  a. accurate content
  b. correct spelling
  c. correct grammar
  d. correct language structure (while remaining faithful to English content)
  e. appropriate manner for the target audience, taking into consideration
     - reading level
     - culturally appropriate terminology & content
     - clarity of message (easy-to-read)
     - regional dialect and idiomatic differences

  f. appropriate formatting to match the layout of the original document.

- The Contractor shall use universally acceptable software compatible with the source documents such as Microsoft Word, Excel, PageMaker, QuarkXPress, etc.

- The translated document(s) must be checked by proficient translators before delivery for quality assurance by using mechanism such as

  - review by a proofreader or editor
  - peer review of the draft
  - field-testing of drafts (as appropriate)
  - testing in a sampling of the potential target audience of material in both language and imagery

- The time frame for completion of routine written translations of source documents requiring twenty (20) or fewer pages of target language translation, the translation shall be completed within five (5) business days from the day Participating Public Agency sends the source language electronically to the Contractor or seven (7) business days from the date Participating Public Agency sends the source language via overnight delivery such as priority U.S. Mail, UPS, FedEx, etc.

  The time frame for more than 20 pages of target language translation shall be completed one (1) week, plus one (1) additional day for each additional ten (10) pages, or portion thereof, of target language translation.

- Expedited Translation Services: The Contractor shall provide expedited written translation services when requested by Participating Public Agency. Expedited written document translation shall be continuously available for Core languages. Expedited written translation documents shall be completed within one (1) day from the day the Participating Public Agency sends the source language electronically or two (2) days from the day Participating Public Agency sends the source language via overnight delivery such as U.S. Mail, UPS, FedEx, etc. to the Contractor for up to ten (10) pages of target language translation. One additional day

shall be permitted for each additional 10 pages, or portion thereof, of target language translation.

In the event of an emergency "event" (e.g., natural disaster, bioterrorism, or other public safety related emergencies) the Contractor shall provide expedited written translation services for press releases within the following timeframes:

- Translate up to ten (10) press releases (each up to 1 page in length) per month in Spanish with under three (3) hours of turnaround time; and

- Translate up to ten (10) press releases (each up to 1 page in length) per month in other core and non-core languages with under five (5) hours of turnaround time.

- Billing

Billing for translation services shall be based on the world count, using the MS Word count feature, of the original document.

- If the document being translated is greater than 150 words, the Contractor shall bill at a per word rate.

- If the document being translated is less than 150 words, or if revisions/updates are being requested to a previously translated document and the portion that is to be revised and/or updated is less than 150 words, the Contractor shall bill at a flat fee rate. Respondents are advised that there may be requests that require formatting only. For purposes of these categories, formatting involves manipulation of text that does not require translation. For requests of this nature, the minimum charge will be paid for each request.

Video Remote Interpreting

- The Contractor shall provide video remote interpreting Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Local Time, upon request by the Participating Public Agency for Core languages within 45 minutes of the time services are requested. Contractor shall state the notice required for any Non-Core languages.

- The Video Remote Interpreting system must be compatible with desktop and laptop computers and one 2-megapixel or better camera (built in or clip on) or complementary equipment, as approved by Participating Public Agency. Video Remote Interpreting should be the most cost-effective or logistically reasonable solution for interpretation needs.

- Billing of Video Remote Interpreting: Video Remote Interpreting services will be billed in sixty (60) second or one (1) minute increments during both standard hours and non-standard hours at the per minute rate specified in Exhibit 2.

## CITY OF CHICAGO HISTORICAL USAGE FROM 2012

| LANGUAGE | TOTAL MINUTES | TOTAL CALLS | AVG. LENGTH OF CALLS | PCT OF TOTAL MINUTES | AVG. INTERP CONNECT TIME |
|---|---|---|---|---|---|
| SPANISH | 203678 | 41155 | 4.9 | 88.1% | 8.2 |
| POLISH | 16829 | 2536 | 6.6 | 7.3% | 18.5 |
| MANDARIN | 2522 | 386 | 6.5 | 1.1% | 16.6 |
| CANTONESE | 1697 | 382 | 4.4 | 0.7% | 9.9 |
| RUSSIAN | 1320 | 229 | 5.8 | 0.6% | 16.6 |
| ARABIC | 979 | 159 | 6.2 | 0.4% | 16.8 |
| VIETNAMESE | 698 | 103 | 6.8 | 0.3% | 16.3 |
| KOREAN | 594 | 80 | 7.4 | 0.3% | 18.0 |
| SERBIAN | 594 | 76 | 7.8 | 0.3% | 16.7 |
| BOSNIAN | 339 | 33 | 10.3 | 0.1% | 17.2 |
| HINDI | 319 | 37 | 8.6 | 0.1% | 24.9 |
| FRENCH | 177 | 28 | 6.3 | 0.1% | 13.5 |
| ROMANIAN | 147 | 23 | 6.4 | 0.1% | 14.6 |
| UKRAINIAN | 132 | 15 | 8.8 | 0.1% | 63.2 |
| LITHUANIAN | 125 | 15 | 8.3 | 0.1% | 35.5 |
| URDU | 118 | 15 | 7.9 | 0.1% | 32.0 |
| NEPALI | 93 | 10 | 9.3 | 0.0% | 16.2 |
| JAPANESE | 90 | 14 | 6.4 | 0.0% | 13.6 |
| ITALIAN | 81 | 10 | 8.1 | 0.0% | 16.5 |
| TAGALOG | 81 | 14 | 5.8 | 0.0% | 57.6 |
| SOMALI | 57 | 9 | 6.3 | 0.0% | 16.1 |
| FARSI | 56 | 12 | 4.7 | 0.0% | 83.8 |
| PORTUGUESE | 51 | 7 | 7.3 | 0.0% | 28.3 |
| GREEK | 48 | 9 | 5.3 | 0.0% | 18.3 |
| CROATIAN | 48 | 5 | 9.6 | 0.0% | 20.0 |
| AMHARIC | 48 | 9 | 5.3 | 0.0% | 14.0 |
| BULGARIAN | 46 | 7 | 6.6 | 0.0% | 37.8 |
| SWAHILI | 37 | 2 | 18.5 | 0.0% | 96.0 |
| GERMAN | 31 | 6 | 5.2 | 0.0% | 16.8 |
| TIGRINYA | 30 | 3 | 10.0 | 0.0% | 14.0 |
| MONGOLIAN | 20 | 3 | 6.7 | 0.0% | 10.0 |
| THAI | 19 | 4 | 4.8 | 0.0% | 10.4 |
| CZECH | 17 | 3 | 5.7 | 0.0% | 37.0 |
| MANDINGO | 17 | 2 | 8.5 | 0.0% | 14.0 |
| OROMO | 16 | 1 | 16.0 | 0.0% | 56.0 |
| ASSYRIAN | 14 | 3 | 4.7 | 0.0% | 15.0 |
| TURKISH | 12 | 3 | 4.0 | 0.0% | 14.3 |
| BURMESE | 10 | 2 | 5.0 | 0.0% | 7.3 |
| LAOTIAN | 10 | 1 | 10.0 | 0.0% | 95.0 |
| TAIWANESE | 10 | 2 | 5.0 | 0.0% | 96.3 |
| HAITIAN CREOLE | 9 | 3 | 3.0 | 0.0% | 9.3 |
| SUDANESE ARABIC | 9 | 1 | 9.0 | 0.0% | 12.0 |
| BENGALI | 7 | 3 | 2.3 | 0.0% | 14.7 |
| KURDISH | 7 | 1 | 7.0 | 0.0% | 38.0 |

| LANGUAGE | TOTAL MINUTES | TOTAL CALLS | AVG. LENGTH OF CALLS | PCT OF TOTAL MINUTES | AVG. INTERP CONNECT TIME |
|---|---|---|---|---|---|
| KAREN | 6 | 1 | 6.0 | 0.0% | 39.0 |
| YORUBA | 6 | 1 | 6.0 | 0.0% | 37.0 |
| ALBANIAN | 6 | 3 | 2.0 | 0.0% | 26.3 |
| TOISHANESE | 5 | 1 | 5.0 | 0.0% | 8.0 |
| FIJIAN HINDI | 5 | 1 | 5.0 | 0.0% | 9.0 |
| PUTIAN | 4 | 1 | 4.0 | 0.0% | 78.0 |
| MIXTECO | 4 | 1 | 4.0 | 0.0% | 61.0 |
| CAMBODIAN | 4 | 1 | 4.0 | 0.0% | 12.0 |
| ARMENIAN | 3 | 1 | 3.0 | 0.0% | 7.0 |
| AKAN | 2 | 1 | 2.0 | 0.0% | 8.0 |
| INDONESIAN | 2 | 1 | 2.0 | 0.0% | 14.0 |
| NORWEGIAN | 2 | 1 | 2.0 | 0.0% | 47.0 |
| HUNGARIAN | 1 | 1 | 1.0 | 0.0% | 6.0 |
| LANG COUNT: 57 | 321292 | 45436 | 5.1 | | 9.1 |

**EXHIBIT 2**

**SCHEDULE OF COMPENSATION**

**ITEMIZED COST PROPOSAL**

## TELEPHONE INTERPRETATION SERVICES

| The Respondent shall provide a per minute rate for telephone interpretation services 24 hours per day, 7 days per week, 365 days per year for both core and non-core languages. | | | |
|---|---|---|---|
| **DESCRIPTION OF SERVICES** | **CORE LANGUAGES** | **NON-CORE LANGUAGE CONTINUOUSLY AVAILABLE** | **NON-CORE LANGUAGE *NOT* CONTINUOUSLY AVAILABLE** |
| **PER MINUTE RATE *** SPANISH ONLY *** ** | | | |
| **PER MINUTE RATE ( ALL LANGUAGES *EXCEPT* SPANISH)** | | | |

**Minimum Core Languages to be provided:**

Spanish, Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, Vietnamese, Armenian, Cambodian, German, Haitian Creole, Italian, Polish, Portuguese, Farsi, Tagalog, Thai, Arabic, and Urdu.

**List any additional Core Languages Respondent will provide:**

_____

_____

_____

_____

_____

_____

## TELEPHONE INTERPRETATION SERVICES

List the Non-Core Languages the Respondent will provide and indicate, by checking the appropriate box, if the language will be continuously available. Continuously available means available 24 hours per day, 7 days per week.

| | Continuously Available | Not Continuously Available |
|---|---|---|
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |

Use additional space as necessary.

## TELEPHONE INTERPRETATION EQUIPMENT

The Respondent shall furnish telephone and related equipment, including the maintenance of such equipment.

Respondent may price by region, zone or other categorization.

**Monthly rate** _____

**Yearly rate** _____

## ONSITE INTERPRETATION SERVICES

The Respondent shall provide an hourly rate for on-site interpretation services provided during standard operating hours (Monday through Friday, 8:00 am to 5:00 pm local time) and non-standard operating hours for both core and non-core languages.

Local time is defined as the local time at the Participating Public Agency.
Continuously available means available 24 hours per day, 7 days per week.

| DESCRIPTION OF SERVICES | CORE LANGUAGES | NON-CORE LANGUAGES<br><br>CONTINUOUSLY AVAILABLE | NON-CORE LANGUAGES<br><br>NOT CONTINUOUSLY AVAILABLE |
|---|---|---|---|
| STANDARD HOURS<br>HOURLY RATE<br>*** SPANISH ONLY *** | | | |
| STANDARD HOURS<br>HOURLY RATE<br>(ALL LANGUAGES *EXCEPT* SPANISH) | | | |
| NON-STANDARD HOURS<br>HOURLY RATE<br>*** SPANISH ONLY *** | | | |
| NON-STANDARD HOURS<br>HOURLY RATE<br>(ALL LANGUAGES *EXCEPT* SPANISH) | | | |

Define and provide any costs for any expedited onsite interpretation services offered by Respondent:

## ONSITE INTERPRETATION SERVICES

**Minimum Core Languages to be provided:**

Spanish, Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, Vietnamese, Armenian, Cambodian, German, Haitian Creole, Italian, Polish, Portuguese, Farsi, Tagalog, Thai, Arabic, and Urdu.

**List any additional Core Languages Respondent will provide:**

_____

_____

_____

_____

_____

_____

## ONSITE INTERPRETATION SERVICES

**List the Non-Core Languages the Respondent will provide and indicate, by checking the appropriate box, if the language will be continuously available. Continuously available means available 24 hours per day, 7 days per week.**

| | Continuously Available | Not Continuously Available |
|---|---|---|
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
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| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |
| _____ | ☐ | ☐ |

Use additional space as necessary.

## WRITTEN TRANSLATION SERVICES

The Respondent shall provide a cost per word for document translations greater than 150 words for both core and non-core languages.

The Respondent shall provide a flat fixed cost for document translations with a word count of less than 150 words for both core and non-core languages.

The Respondent shall provide a cost per hour for desktop publishing. Desktop Publishing is a service which involves formatting of translated documents to match the format of the source document so that it is ready for printing or publishing on-line. Desktop Publishing services may be required when the completed translated document must be redesigned to fit the translated text while retaining the original format of the source document (forms, brochures, flyers with graphics, etc.).

**Unless otherwise stated by Respondent, Core and Non-Core Languages will be the same as those provided by Respondent in Telephone Interpretation Services.**

| DESCRIPTION OF SERVICES | CORE LANGUAGE | NON-CORE LANGUAGE CONTINUOUSLY AVAILABLE | NON-CORE LANGUAGE NOT CONTINUOUSLY AVAILABLE |
|---|---|---|---|
| PER WORD RATE *** SPANISH ONLY *** | | | |
| PER WORD RATE ALL LANGUAGES EXCEPT SPANISH | | | |
| 150 WORDS OR LESS FLAT FIXED COST *** SPANISH ONLY *** | | | |
| 150 WORDS OR LESS FLAT FIXED COST ALL LANGUAGES EXCEPT SPANISH | | | |
| PER HOUR RATE DESKTOP PUBLISHING | | | |
| PROVIDE COSTS FOR ANY ADDITIONAL SERVICES (Use additional space as necessary.) | | | |

**If additional costs were indicated above, the Respondent should provide a written explanation of the cost(s):**

_____
_____
_____
_____
_____
_____

**Define and provide any costs for any expedited onsite interpretation services offered by Respondent:**

_____
_____
_____
_____
_____
_____

## VIDEO REMOTE INTERPRETATION SERVICES

The Respondent shall provide a per minute rate for video remote interpretation services during standard operating hours (Monday through Friday, 8:00 am to 5:00 pm local time) for both core and non-core languages.

Local time is defined as the local time at the Participating Public Agency.

Continuously available means available 24 hours per day, 7 days per week.

**Unless otherwise stated by Respondent, Core and Non-Core Languages will be the same as those provided by Respondent in Telephone Interpretation Services.**

| DESCRIPTION OF SERVICES | CORE LANGUAGES | NON-CORE LANGUAGES CONTINUOUSLY AVAILABLE | NON-CORE LANGUAGES NOT CONTINUOUSLY AVAILABLE |
|---|---|---|---|
| STANDARD HOURS PER MINUTE RATE *** SPANISH ONLY *** | | | |
| STANDARD HOURS PER MINUTE RATE (ALL LANGUAGES EXCEPT | | | |
| NON-STANDARD HOURS HOURLY RATE *** SPANISH ONLY *** | | | |
| NON-STANDARD HOURS HOURLY RATE (ALL LANGUAGES *EXCEPT* | | | |
| ANY ADDITIONAL COSTS (Use additional space as necessary.) | | | |

**If additional costs were indicated above, the Respondent should provide a written explanation of the cost(s):**

_____

_____

## RELATED SERVICES AND SOLUTIONS

Respondent shall provide the details of any pricing for related services and solutions it wishes to be considered in its proposal.

**EXHIBIT 3**

**COMPANY PROFILE INFORMATION**

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

(1) Legal Name of Firm: _____

(2) Doing Business under Other Company Name?
If yes, Name of Company: _____

(3) Headquarters Address: _____

(4) City, State, Zip Code: _____

(5) Web Site Address: _____

(6) Proposed Role: [ ] Prime; [ ] Subcontractor/Subconsultant; [ ] Joint Venture Partner; [ ] Supplier; or [ ] Other:
_____

(7) Number of Years in Business:
_____

(8) Total Number of Employees:
_____

(9) Total Annual Revenues separated by last 3 full fiscal years:
_____

(10) Major Products and/or Services Offered:
_____
_____

(11) Other Products and/or Services:
_____
_____

(12) Briefly describe your firm's strategy for providing Foreign Language Interpretation Services and Related Services and Solutions for a client:
_____
_____

(13) Briefly describe your firm's experience in implementing Foreign Language Interpretation Services and Related Services and Solutions projects for clients:
_____
_____

## EXHIBIT 4

## COMPANY REFERENCES/CLIENT PROFILE INFORMATION

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

(1) Client Name: _____

(2) Address: _____

(3) City, State, Zip Code: _____

(4) Project Manager: _____

(5) Telephone Number: _____

(6) E-mail: _____

(7) Number of Employees in Client Organization: _____

(8) Project Scope of Services/Goals: _____

_____

_____

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

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

(11) Describe how the client's goals were met. Describe the Foreign Language Interpretation Services and Related Services and Solutions offered and implemented. Attach additional pages, as necessary.

_____

_____

_____

(12) Discuss significant obstacles to providing the required Foreign Language Interpretation Services and Related Services and Solutions and how those obstacles were overcome:

_____

_____

_____

(13) Is the client still utilizing your Foreign Language Interpretation Services and Related Services and Solutions?

_____

_____

_____

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

_____

_____

# EXHIBIT 5

## MBE/WBE SPECIAL CONDITIONS AND SCHEDULES

**SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES**

**1.1. Policy and Terms**

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Accordingly, the Contractor commits to make Good Faith Efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

| MBE Percentage | WBE Percentage |
|---|---|
| 0% | 0% |

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), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractor's MBE or WBE commitment with respect to all government 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 MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

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

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.

Pursuant to 2-92-535, the prime contractor may apply be awarded an additional 0.333 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentor agreement with the contractor. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

**1.2. Definitions**

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

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

**"B.E.P.D."** means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC Section 2-92-586.

**"Bid"** means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that is issued by the City.

**"Bidder"** means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

**"Broker"** means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

**"Chief Procurement Officer" or "CPO"** means the chief procurement officer of the City of Chicago or his or her designee.

**"Commercially Useful Function"** means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

**"Contract Specific Goals"** means the subcontracting goals for MBE and WBE participation established for a particular contract.

**"Contractor"** means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

**"Direct Participation"** the value of payments made to MBE or WBE firms for work that is performed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.

**"Directory"** means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

**"Good Faith Efforts"** means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

**"Indirect Participation"** refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect

MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

**"Joint venture"** means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

**"Mentor-Protégé Agreement"** means an agreement between a prime and MBE or WBE subcontractor pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

**"Minority Owned Business Enterprise"** or **"MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

**"Municipal Code of Chicago"** or **"MCC"** means the Municipal Code of the City of Chicago.

**"Supplier"** or **"Distributor"** refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

**"Women Owned Business Enterprise"** or **"WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

**1.3. Joint Ventures**

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:

   i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;

   ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;

   iii. Each joint venture partner executes the bid to the City; and

   iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.

b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall

also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

c. **Schedule B: MBE/WBE Affidavit of Joint Venture**

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;

ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;

iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and

iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

**NOTE:** Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

**1.4. Counting MBE/WBE Participation Toward the Contract Specific Goals**

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the

categories, but not both. Only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.

   i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

   ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.

   iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.

b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals.

c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.

d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.

e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.

f. If the MBE or WBE is a broker:

   i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.

   ii. As defined above, Brokers provide no commercially useful function.

g. If the MBE or WBE is a member of the joint venture contractor/bidder:

   i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or

   ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.

iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.

h. If the MBE or WBE subcontracts out any of its work:

i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.

ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).

iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

**1.5. 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 determines that it is unable to meet the MBE and/or WBE Contract-Specific Goals on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

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

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
- Bidders responding 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 or her discretion, may include, but are not

limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

**1.5.1. Direct / Indirect Participation**

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

a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:

1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
2. A listing of all MBE/WBE firms contacted that includes:
    - Name, address, telephone number and email of MBE/WBE firms solicited;
    - Date and time of contact;
    - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
    - Project identification and location;
    - Classification/commodity of work items for which quotations were sought;
    - Date, item and location for acceptance of subcontractor bid proposals;
    - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
    - Affirmation that Good Faith Efforts have been demonstrated by:
        - choosing subcontracting opportunities likely to achieve MBE/WBE goals;
        - not imposing any limiting conditions which were not mandatory for all subcontractors;
        - providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

**OR**

b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:

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

**1.5.2. Assist Agency Participation in wavier/reduction requests**

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the 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 transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

**1.5.3. Impracticability**

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

The requirements set forth in these Regulations (this subsection 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

**1.6. Procedure to Determine Bid Compliance**

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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

(1) **Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.**
The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, http://cityofchicago.org/forms. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

(2) **Letters of Certification.**
A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

(3) **Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).**
If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 6.3, "Joint Ventures," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other 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).

(4) **Schedule D-1: Required Schedules Regarding MBE/WBE Utilization**
Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic

fillable format Schedule D-1, which is available at the Department of Procurement Services website, http://cityofchicago.org/forms. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket 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, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

**(5) Application for Approval of Mentor Protégé Agreement**

Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

**1.7. Reporting Requirements During the Term of the Contract**

a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.

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

c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

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

e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.

f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

**1.8. Changes to Compliance Plan**

**1.8.1. Permissible Basis for Change Required**

No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

a) Unavailability after receipt of reasonable notice to proceed;

b) Failure of performance;

c) Financial incapacity;

d) Refusal by the subcontractor to honor the bid or proposal price or scope;

e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;

g) The subcontractor's withdrawal of its bid or proposal; or

h) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).

i) Termination of a Mentor Protégé Agreement.

**1.8.2. Procedure for Requesting Approval**

If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the

MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.

b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.

c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.

d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.

e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

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

**1.9. Non-Compliance and Damages**

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

Payments due to the contractor may be withheld until corrective action is taken.

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

**1.10. Arbitration**

a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by

underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.

b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitrative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.

d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**1.11. Equal Employment Opportunity**

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

### 1.12. Attachments and Schedules

The following attachments and schedules follow, they may also be downloaded from the Internet at: http://www.cityofchicago.org/forms

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization

**Attachment A –Assist Agency List**

DEPARTMENT OF PROCUREMENT SERVICES

# CITY OF CHICAGO ASSIST AGENCY LIST

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

**American Brotherhood of Contractors**
935 West 175th Street
Homewood, Illinois 60430
Phone: (773) 491-5640
Email: arba@constructive-business.com

**Asian American Business Expo**
207 East Ohio St. Suite 218
Chicago, IL 60611
Phone: 312-233-2810
Fax: 312-268-6388
Email: Janny@AsianAmericanBusinessExpo.org

**Asian American Institute**
4753 N. Broadway St. Suite 904
Chicago, IL 60640
Phone: (773) 271-0899
Fax: (773) 271-1982
Email: kfernicola@aaichicago.org
Web: www.aaichicago.org

**Association of Asian Construction Enterprises**
333 N. Ogden Avenue
Chicago, IL 60607
Phone: (847) 525-9693
Email: nakmancorp@aol.com

**Black Contractors United**
400 W. 76th Street, Suite 200
Chicago, IL 60620
Phone: (773 483-4000
Fax: (773) 483-4150
Email: bcunewera@att.net
Web: www.blackcontractorsunited.com

**Cosmopolitan Chamber of Commerce**
203 N. Wabash, Suite 518
Chicago, IL 60601
Phone: (312) 499-0611
Fax: (312) 332-2688
Email: ccarey@cosmococ.org
Web: www.cosmochamber.org

**Eighteenth Street Development Corporation**
1843 South Carpenter
Chicago, Illinois 60608
Phone: (312) 733-2287
Fax: (773)-353-1683
asoto@eighteenthstreet.org
www.eighteenthstreet.org

**Chatham Business Association Small Business Development, Inc.**
8441 S. Cottage Grove Avenue
Chicago, IL 60619
Phone: (773)994-5006
Fax: (773)994-9871
Email: melkelcba@sbcglobal.net
Web: www.cbaworks.org

**Chicago Area Gay & Lesbian Chamber of Commerce**
3656 N. Halsted
Chicago, IL 60613
Phone: (773) 303-0167
Fax: (773) 303-0168
Email: info@glchamber.org
Web: www.glchamber.org

**Chicago Minority Supplier Development Council, Inc.**
105 W. Adams, Suite 2300
Chicago, IL 60603-6233
Phone: (312) 755-8880
Fax: (312) 755-8890
Email: pbarreda@chicagomsdc.org
Web: www.chicagomsdc.org

**Chicago Urban League**
4510 S. Michigan Ave.
Chicago, IL 60653
Phone: (773) 285-5800
Fax: (773) 285-7772
Email: president@thechicagourbanleague.org
Web: www.cul-chicago.org

**Chicago Women in Trades (CWIT)**
4425 S. Western Blvd.
Chicago, IL 60609-3032
Phone: (773) 376-1450
Fax: (312) 942-0802
Email: cwitinfo@cwit2.org
Web: www.chicagowomenintrades.org

**Coalition for United Community Labor Force**
1253 W. 63rd Street
Chicago, IL 60636
Phone: (312) 243-5149
Email: johnrev.hatchett@comcast.net

Rev. 8/2013

**Federation of Women Contractors**
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239
Email: fwcchicago@aol.com
Web: www.fwcchicago.com

**Hispanic American Construction Industry Association (HACIA)**
650 West Lake Street
Chicago, IL 60661
Phone: (312) 666-5910
Fax: (312) 666-5692
Email: info@haciaworks.org
Web: www.haciaworks.org

**Illinois Hispanic Chamber of Commerce**
855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500
Fax: (312) 425-9510
Email: oduque@ihccbusiness.net
Web: www.ihccbusiness.net

**Latin American Chamber of Commerce**
3512 West Fullerton Avenue
Chicago, IL 60647
Phone: (773) 252-5211
Fax: (773) 252-7065
Email:d.lorenzopadron@latinamericanchamberofcommerce.com
Web: www.latinamericanchamberofcommerce.com

**National Organization of Minority Engineers**
33 West Monroe Suite 1540
Chicago, Illinois 60603
Phone: (312) 425-9560
Fax: (312) 425-9564
Email: shandy@infrastructure-eng.com
Web: www.nomeonline.org

**National Association of Women Business Owners**
Chicago Chapter
230 E. Ohio, Suite 400
Chicago, IL 60611
Phone: (312) 224-2605
Fax: (312) 6448557
Email: info@nawbochicago.org
Web: www.nawbochicago.org

**Rainbow/PUSH Coalition**
International Trade Bureau
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2781
Fax: (773) 373-4104
Email: bevans@rainbowpush.org
Web: www.rainbowpush.org

**South Shore Chamber, Incorporated**
Black United Funds Bldg.
1750 E. 71st Street
Chicago, IL 60649-2000
Phone: (773) 955- 9508
Email: sshorechamber@sbcglobal.net
Web: www.southshorechamberinc.org

**Suburban Minority Contractors Association**
1250 Grove Ave. Suite 200
Barrington, IL 60010
Phone: (847) 852-5010
Fax: (847) 382-1787
Email: aprilcobra@hotmail.com
Web: www.suburbanblackcontractors.org

**Women Construction Owners & Executives (WCOE)**
Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: (708) 366-1250
Fax: (708) 366-5418
Email: mkm@mkmservices.com
Web: www.wcoeusa.org

**Women's Business Development Center**
8 South Michigan Ave., Suite 400
Chicago, IL 60603
Phone: (312) 853-3477
Fax: (312) 853-0145
Email: fcurry@wbdc.org
Web: www.wbdc.org

**Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals**

**On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**

RETURN RECEIPT REQUESTED

(Date)

**Specification No.:** {Specification Number}
**Project Description:** {PROJECT DESCRIPTION}

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**)

Dear _____:

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

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

_____

_____

_____

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

_____

Name of Company Representative at Address/Phone

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

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 806
Chicago, Illinois 60602

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

Sincerely,

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

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

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

I. Name of joint venture: _____
Address of joint venture: _____
_____
Phone number of joint venture: _____

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

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

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

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

VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____

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

1. Profit and loss sharing: _____

2. Capital contributions:
(a) Dollar amounts of initial contribution: _____

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

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

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

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

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

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations:
2. Major purchases:
3. Estimating:
4. Engineering:

VIII. Financial Controls of joint venture:

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

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

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

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

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

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

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

A. Are any proposed joint venture employees currently employed by either venturer?
Currently employed by non-MBE/WBE (number) ____ Employed by MBE/WBE ____

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

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

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

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

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

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

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

| Name of MBE/WBE Partner Firm | Name of Non-MBE/WBE Partner Firm |
|---|---|
| Signature of Affiant | Signature of Affiant |
| Name and Title of Affiant | Name and Title of Affiant |
| Date | Date |

On this _____ day of _____ , 20 ____ , the above-signed officers

_____
(names of affients)

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

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

_____
Signature of Notary Public

My Commission Expires: _____

(SEAL)

# SCHEDULE C-1

MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

**FOR NON-CONSTRUCTION PROJECTS ONLY**

Project Name:_____ Specification No.:_____

From:_____
(Name of MBE/WBE Firm)

To:_____and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

_____
_____
_____

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

_____
_____
_____

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: **If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.**

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, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes ( ) No

NOTICE: **THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

_____
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

_____
(Name/Title-Please Print)

_____
(Email & Phone Number)

## Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan

**SCHEDULE D-1**
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

**FOR NON-CONSTRUCTION PROJECTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name:_____

Specification No.:_____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of _____.
(Name of Prime Consultant/Contractor)

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

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

**I. Direct Participation of MBE/WBE Firms:**

**NOTE:** The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE:_____

   Address:_____

   Contact Person:_____

   Phone Number:_____

   Dollar Value of Participation $_____

   Percentage of Participation % _____

   Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed:[1] ____%

   **Total Participation %** _____

2. Name of MBE/WBE:_____

   Address:_____

   Contact Person:_____

[1] The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

**Total Participation %** _____

3. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

**Total Participation %** _____

4. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

**Total Participation %** _____

5. Attach Additional Sheets as Needed

**II. Indirect Participation of MBE/WBE Firms**

**NOTE:** This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

**Total Participation %** _____

2. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

**Total Participation %** _____

3. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

**Total Participation %** _____

4. Name of MBE/WBE:_____

Address:_____

Contact Person:_____

Phone Number:_____

Dollar Value of Participation $_____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: ____%

**Total Participation %** _____

5. Attach Additional Sheets as Needed

**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

**III. Summary of MBE/WBE Proposal**

**A.** MBE Proposal **(Direct & Indirect)**

1. MBE Direct Participation

| MBE Firm Name | Dollar Amount Participation ($) | Percent Amount Participation (%) |
|---|---|---|
| | | |
| | | |
| | | |
| **Total Direct MBE Participation** | | |

2. MBE Indirect Participation

| MBE Firm Name | Dollar Amount Participation ($) | Percent Amount Participation (%) |
|---|---|---|
| | | |
| | | |
| | | |
| **Total Indirect MBE Participation** | | |

**B.** WBE Proposal **(Direct & Indirect)**

1. WBE Direct Participation

| WBE Firm Name | Dollar Amount Participation ($) | Percent Amount Participation (%) |
|---|---|---|
| | | |
| | | |
| | | |
| **Total Direct WBE Participation** | | |

2. WBE Indirect Participation

| WBE Firm Name | Dollar Amount Participation ($) | Percent Amount Participation (%) |
|---|---|---|
| | | |
| | | |
| | | |
| **Total Indirect WBE Participation** | | |

**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

_____

(Name- Please Print or Type) (Phone)

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.**

_____

(Name of Prime Contractor – Print or Type)

State of:_____

_____

(Signature)

County of:_____

_____

(Name/Title of Affiant – Print or Type)

_____

(Date)

On this_____day of_____, 20____, the above signed officer _____

(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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

_____

(Notary Public Signature)

SEAL:

Commission Expires:_____

# EXHIBIT 6

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

# AND

# ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

# EXHIBIT 6

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

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP), FOR FOREIGN LANGUAGE INTREPRETATION, TRANSLATION SERVICES AND RELATED SERVICEA AND SOLUTIONS, SPECIFICATION NO. **125096**, THE RESPONDENT(S) SHALL SUBMIT 2 DOCUMENTS: 1) A "**CERTIFICATE OF FILING**" EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED **ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT** SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

### 1. ONLINE EDS FILING

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

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

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

### 1.2. ONLINE EDS WEB LINK

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

### 1.3. ONLINE EDS NUMBER

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

EDS Number: _____

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

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate

of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. See Section 6.2.10, Required Contents of Proposal in the RFP. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

## 1.5. PREPARATION CHECKLIST FOR REGISTRATION

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

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

## 1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

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

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

_____ 1. Invitation number, if you were provided with an invitation number.

_____ 2. Site address that is specific to this EDS.

_____ 3. Contact that is responsible for this EDS.

_____ 4. EDS document from previous years, if available.

_____ 5. Ownership structure, and if applicable, owners' company information:

_____ a. % of ownership

_____

_____ b. Legal Name

_____ c. FEIN/SSN

_____ d. City of Chicago Vendor Number, if available.

_____ e. Address

_____ 6. List of Commissioners, officers, titleholders, etc. (if applicable).

_____ 7. For partnerships/LLC/LLP/Joint ventures, etc.:

_____ a. List of controlling parties (if applicable).

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

_____ 8. Contract related information (if applicable):

_____ a. City of Chicago contract package

_____ b. Cover page of City of Chicago bid/solicitation package

_____ c. If EDS is related to a mod, then cover page of your current contract with the City.

_____ 9. List of subcontractors and retained parties:

_____ a. Name

_____ b. Address

_____ c. Fees – Estimated or paid

## 1.7. EDS FREQUENTLY ASKED QUESTIONS

**Q: Where do I file?**

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

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

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

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

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other

City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

**Q: Who is the Applicant?**

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

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

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

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

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

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

A: "Person" means a human being.

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

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

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

| | |
|---|---|
| | with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf. |

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

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

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

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

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

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

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

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

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

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

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

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

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

A: The EDS Captain is a person who performs certain administrative functions for an

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# ATTACHMENT A

## ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received Specification No. 125096 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) _____, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

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

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

COMPANY NAME: _____
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: _____

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

State of _____ (Affix Corporate Seal)

County of _____

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

Notary Public Signature: _____ (Seal)

# EXHIBIT 7

## CONTRACT INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE

# PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

## Foreign Language Interpretation, Translation Services and Related Services and Solutions (Citywide Departments)

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

## A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

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

3) Automobile Liability (Primary and Umbrella)

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

4) Professional Liability

When any professional Contractors perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than $2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services

on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

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

5) Valuable Papers

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

## B. ADDITIONAL REQUIREMENTS

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

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

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

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

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

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

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

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

# INSURANCE CERTIFICATE OF COVERAGE

| | | | |
|---|---|---|---|
| Name Insured: | | Specification #: | 125096 |
| Address *(Street)*: | | RFQ: | |
| *(City/State/Zip)* | | Project #: | |
| | | Contract #: | |
| Description of Operation/Location: | | | |

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

| Type of Insurance | Insurer Name | Policy Number | Expiration Date | Limits of Liability All Limits in Thousands |
|---|---|---|---|---|
| General Liability | | | | |
| Claims made [ ] Occurrence | | | | |
| Premise-Operations | | | | |
| Explosion/Collapse Underground | | | | CSL Per Occurrence $ |
| Products/Completed-Operations | | | | |
| Blanket Contractual | | | | |
| Broad Form Property Damage | | | | General Aggregate $ |
| Independent Contractors | | | | |
| Personal Injury | | | | |
| Pollution | | | | Products/Completed Operations Aggregate $ |
| Automobile Liability | | | | CSL Per Occurrence $ |
| 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 | | | | $ |

| | |
|---|---|
| a. | Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago." |
| b. | The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City. |
| c. | Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago. |
| d. | The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements. |

Name and Address of Certificate Holder and Recipient of Notice

Certificate Holder/Additional Insured

City of Chicago
Procurement Department
121 N. LaSalle St., #806
Chicago, IL 60602

Signature of Authorized Rep _____

Agency/Company: _____

Address _____

Telephone _____

**For City use only**

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

# EXHIBIT 8

## CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

## EXHIBIT 8

## CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

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

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

13. Contractor must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.

14. Contractor must report to the City any security incident of which it becomes aware.