

**REQUEST FOR PROPOSAL (“RFP”)**  
FOR  
PART A: EMERGENCY MEDICAL SERVICES (EMS) BILLING AND COLLECTION  
SERVICES; AND  
PART B: PATIENT TRACKING AND MOBILE ELECTRONIC PATIENT CARE AND  
REPORTING (EPCR) SYSTEM SOLUTION

**Specification No. 120173**

Required for use by:

**CITY OF CHICAGO**  
**Department of Finance and Chicago Fire Department**



This RFP distributed by:

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

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

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Chicago, Illinois 60602

A Pre-Proposal Conference will be held on January 26, 2015, 1:30 p.m., Central Time, at  
Department of Procurement Services, 121 N. LaSalle Street  
City Hall, Room 806, Conference Room A, Chicago, Illinois 60602.

Attendance is Non-Mandatory, but encouraged.

**PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 p.m., CENTRAL TIME,  
FEBRUARY 23, 2015**

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**RAHM EMANUEL**  
**MAYOR**

**JAMIE L.RHEE**  
**CHIEF PROCUREMENT OFFICER**

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## EXHIBITS

- Exhibit 1: Company Profile Information
- Exhibit 2: Company References/Client Profile Information
- Exhibit 3: Compensation Schedule
- Exhibit 4: Special Conditions Regarding Minority and Women Owned Business Enterprise (M/WBE) Commitment, including:
  - 1. Attachment A: Assist Agencies
  - 2. Attachment B: Sample Letter to Assist Agencies
  - 3. Schedule B: Affidavit of Joint Venture (M/WBE)
  - 4. Schedule C-1: Letter of Intent from M/WBE to Perform as Subcontractor, Supplier and/or Consultant
  - 5. Schedule D-1: Affidavit of M/WBE Goal Implementation Plan
- Exhibit 5: Online City of Chicago Economic Disclosure Statement and Affidavit and Appendix A (EDS) Instructions and Attachment A, Online EDS Acknowledgement
- Exhibit 6: Contract Insurance Requirements and Insurance Certificate
- Exhibit 7: HIPAA Business Associates Agreement
- Exhibit 8: Part A and Part B Checklists
- Exhibit 9: City Data Policy
- Exhibit 10: Testing Agreement
- Exhibit 11: Local and Other Preferences: Adjustments to the Cost Proposal and Affidavits
- Exhibit 12: City of Chicago Sample Professional Services Agreement

# REQUEST FOR PROPOSAL (“RFP”)

for

## **PART A: EMERGENCY MEDICAL SERVICES (EMS) BILLING AND COLLECTION SERVICES; AND PART B: PATIENT TRACKING AND MOBILE ELECTRONIC PATIENT CARE AND REPORTING (EPCR) SYSTEM SOLUTION**

**Specification No. 120173**

### **I. GENERAL INVITATION**

#### **1.1 Purpose of the Request for Proposal**

The City of Chicago (“City”) acting primarily through its Department of Finance (“Department”) and secondarily through its Chicago Fire Department (CFD), invites the submission of proposals from firms with expertise and experience in EMS billing processes and compliance to perform billing and collection services (“Part A”); and hardware devices and data collection software solutions to perform patient tracking and mobile electronic patient care reporting functions for the Chicago Fire Department’s Emergency Medical Services division (“Part B”).

Respondents are required to submit two proposals: one that includes a complete response and pricing addressing both Part A and Part B requirements as one integrated solution (“Part A+B”); and one complete response and pricing addressing Part A only (“Part A”).

Part A+B proposals will take preference over Part A. If a Part A+B proposal is deemed to be acceptable and is recommended for contract negotiation and award, Part A proposals will not be considered for contract negotiation and award.

Part A proposals will only be considered for contract negotiation and award when all Part A+B proposals are deemed to be not acceptable and are thereby eliminated as viable candidates for contract negotiation and award.

Furthermore, Part B only (as part of any Part A+B proposal) will not be considered separately or apart from its originally submitted Part A+B proposal.

The City recognizes that (i) certain efficiencies and cost benefits should be realized by both the City and Contractor if both Parts A and B are managed and delivered by a cooperative/single operator for a Part A+B solution; and yet (ii) Part A and Part B can both operate independently from each other and under separate agreements, if necessary, and be performed by different entities, therefore the City reserves the right to award Part A only (but not a Part B only). Therefore, Respondents must offer a Part A only proposal and a Part A+B proposal in response to this RFP.

Notwithstanding other evaluation criteria described in this RFP, proposals shall be evaluated based on the most technologically advanced business applications and best practice solutions available in and to the EMS billing industry, first meeting the

billing and collection needs; and, (as part of the Part A+B proposal,) meeting patient care and tracking and reporting requirements.

Respondents must clearly partition its Part A proposal from its Part A+B proposal.

The Respondent awarded a contract pursuant to this RFP shall perform the requirements as set out within the Scope of Services under Part A only or Part A+B, as applicable.

For purposes of responding to Part A, specifically, the Respondent must complete Exhibit 8: Part A Checklist, which mirrors the Scope requirements as set-out in Section 2.2 PART A - EMS BILLING AND COLLECTIONS SCOPE OF SERVICES. The Respondent must also provide a detailed narrative proposing how each requirement within Part A Scope of Services shall be met. Similarly, Respondents are required to respond to Part B which also includes a Part B Checklist in Exhibit 8.

There is no combined Checklist for the Part A+B solution, however, Respondents should indicate where the two Checklists may converge, where applicable, and describe accordingly.

The Services contemplated herein are professional in nature. The Contractor acting as an individual, partnership, corporation or other legal entity, shall have a professional status, licensed to perform in the State of Illinois and the City of Chicago for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. It is also understood that all reports, information, or data prepared or assembled by the Contractor under a contract awarded pursuant to this RFP may be made available to any individual organization, under the Freedom of Information Act (FOIA). The Contractor shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the services required under this RFP document.

## **1.2 Downloadable RFP Documents**

Respondents may download the RFP and any future addenda from the City's DPS website at the following URL address: [www.cityofchicago.org/bids](http://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 103, City Hall, 121 N. LaSalle in Chicago, IL 60602.

After downloading the RFP, the Respondent must contact the Bid & Bond Room by emailing the Respondent's electronic business card or contact information to [bidandbond@cityofchicago.org](mailto:bidandbond@cityofchicago.org), referencing Specification No. 120173. Submission of electronic contact information will enable Respondents to receive any future clarifications and/or addenda related to this RFP.

The City accepts no responsibility for the timely delivery of materials or for alerting Respondents on posting to the DPS website information related to this RFP.

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

### 1.3 Definitions

**Account** refers to a record of entries, created from the electronic data provided by CFD to document transactions involving a particular person who was transported to a hospital by a City ambulance for a medical emergency.

**Ad Hoc Reports** refers to reports requested by the City that are not standard or normal but are formed to provide information for a specific or immediate problem or need.

**Advance Life Support (“ALS”)** refers to an ambulance transport where a CFD Medic provided emergency treatment to a Patient for an illness or injury and then the Patient is placed in the ambulance and transported to a hospital.

**Advance Life Support II (“ALSII”)** refers to an ambulance transport where a CFD Medic provided emergency treatment where a minimum of 3 medical interventions are administered to the Patient for an illness or injury and then the Patient is placed in the ambulance and transported to a hospital.

**Amount Collected** refers to the amount calculated after subtracting the dollar amount of contractual adjustments, refunds, NSFs, and posting errors from the total dollar amount of ambulance fees collected.

**Automated Referral Management System (“ARMS”)** refers to the City’s current accounts receivable and referral management system used to manage referral of debt and record transactions related to receivables.

**Bill** refers to the Services the Contractor must perform to provide an account of itemized charges to the Patient or other responsible party who was transported by CFD ambulance.

**Billable** refers to an account deemed to have the entire requisite items to send a bill of ambulance charges to a Patient and/or responsible party.

**Billing** refers to the act of creating a Bill and mailing of a notice of obligation (Bill/Invoice or Statement) that reflects an itemized account of the total charges for good and/or services provided during the ambulance transport.

**Basic Life Support (“BLS”)** refers to an ambulance transport where CFD provided services that were considered to be only those necessary to safely place the Patient in the ambulance and transport the Patient to a hospital.

**Breach** shall have the meaning ascribed to it by 45 CFR 164.02.

**Business Associate Agreement** shall have the meaning ascribed to it by 45 CFR 160.103; Business Associate Agreement terms are set out in Exhibit 7.

**Cashiering System** refers to the City's current cashiering system.

**Certified Coder** refers to a person certified in medical coding by the American Health Information Management Association (AHIMA), the Practice Management Institute (PMI), or the American Academy of Professional Coders (AAPC) and trained in the following coding systems: (1) ICD-9-CM Volume 1 and Volume 2 in assigning a diagnostic code; (2) ICD-9-CM Coding Conventions used in Volume 1 and Volume 2; (3) the Diagnostic Coding guidelines for ambulance services as contained in the Coding Clinic ICD-9-CM Diagnostic and Reporting guidelines for Outpatient Services; (4) HCPCS Level II; and (5) CMS Ambulance Guidelines.

**"CMS"** stands for Centers for Medicare & Medicaid Services within the Department of Health and Human Services.

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

**Commissioner** is the means the chief executive officer of the participating City of Chicago Department(s).

**Comptroller** means the Comptroller of the Department of Finance.

**Contractor** is the Respondent awarded a contract pursuant to this RFP.

**Date Entered** is the date the information from the ambulance transport is loaded to the Contractor's system.

**Date of Service ("DOS")** is the date the Patient was transported to a hospital.

**Department** means the Department of Finance, or Chicago Fire Department, as applicable.

**Emergency Medical Services ("EMS")** is the service provided to a Patient during an emergency ambulance transport.

**Electronic Funds Transfer ("EFT")** is the electronic transfer of funds between financial institutions.

**Explanation of Benefits ("EOB")** is the itemized statement provided by all medical insurance carriers (i.e. Medicare, Medicaid, private insurance etc.) indicating how charges for an ambulance claim was paid or denied.

**Health Insurance Portability and Accountability Act ("HIPAA")** refers to the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated thereunder, including the privacy, security, breach, omnibus, and enforcement rules, as each may be amended from time to time (collectively, "HIPAA"). See 45 C.F.R. Parts 160 and 164.

**HITECH Act** refers to the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act



of 2009, was signed into law on February 17, 2009, to promote the adoption and meaningful use of health information technology. Subtitle D of the HITECH Act addresses the privacy and security concerns associated with the electronic transmission of health information.

**Individually Identifiable Health Information** shall have the meaning ascribed to it in 45 CFR 160.103.

**International Classification of Diseases, Clinical Modification (“ICD-CM”)** is the source document utilized to establish diagnostic and injury codes for the ambulance transport.

**Liquidated Damages** are damages designated during the formation of a contract for the injured party to collect as compensation upon a specific breach.

**Loaded Mile** is mileage calculated for an ambulance transported defined by Medicare as once the Patient is actually loaded in the ambulance and the unit is in motion.

**Lockbox** is a physical location where all EMS payment and correspondence documentation is received and processed before it is sent to the Contractor.

**Medical Necessity** is the need for emergency care where as the Patient’s condition requires emergency care and is necessary in order to ensure the injury or illness does not endanger the individual’s health.

**National Emergency Medical Services Information System (“NEMSIS”)** is the national repository that will be used to potentially store EMS data from every state in the nation. The NEMSIS project was developed to help states collect more standardized elements and eventually submit the data to a national EMS database. The database would be utilized for the following:

- Evaluating Patient and EMS System Outcomes
- Facilitating Research Efforts
- Determining National Fee Schedules and Reimbursement Rates
- Addressing Resources for Disaster and Domestic Preparedness
- Providing Valuable Information on Other Issues or Areas of Need Related to EMS Care

**Net Collections** is the total gross collections resulting from the Services and deposited into a bank account determined by the City and posted to the City’s cashing system, reduced by amounts for any returned payments and adjusted for refunds and credit card charge-backs. Net Collections shall not include any collections attributable to accounts returned or requested by City to be returned to City.

**Non-Sufficient Funds (“NSF”)** are payments made by the Patient or a responsible party, which are rejected by the bank for insufficient funds.

**Notice of Privacy Practices (“NPP”)** means a notice as described and set forth in 45 CFR 164.520.

**Not Medically Necessary** is a transport that does not meet the medical necessity requirements for Medicare/Medicaid.

**Office of Emergency Management Communications (“OEMC”)** is the City’s 911 center responsible for the dispatch of Police, Fire and EMS service.

**Patient** is the recipient of the City’s Emergency Medical Services.

**Patient Care Report (“PCR”)** is Chicago Fire Department’s incident detail report utilized to document Patient care during an ambulance transport.

**Payment Card Security Standards (“PCS”)** refers to rules, regulations and provisions designed to protect an individual’s credit card information.

**PCI Compliant** refers to compliance with the Payment Card Industry Data Security Standard (PCI DSS) which is a set of requirements designed to ensure that **ALL** companies that **process, store, or transmit** credit card information maintain a secure environment.

**Primary Insurance** is the appropriate insurance company plan, responsible for initial payment of the charges associated with the Patient’s medical condition, treatment and transport by ambulance.

**Proposal** is the documents submitted in response to this RFP.

**Protected Health Information (“PHI”)** shall have the meaning ascribed to it in 45 CFR 160.103.

**Respondent** means the company/ies or individual/s that submit proposals in response to this RFP.

**Secondary Insurance** is the appropriate insurance company plan, responsible for payment of the charges associated with the Patient’s medical condition, treatment and transport by ambulance where there is a balance due after receipt of a payment from the primary insurance company.

**Secure File Transfer Protocol (“SFTP”)** is the process, by which source files are securely transferred between City and Contractor.

**Services** are the services, duties, and responsibilities described in the RFP and any and all work necessary to complete them or carry them out fully and to the standard of performance required, and as may be applicable to Part A only, or Part B only, or both collectively.

**Service Level** are performance expectations the City requires the Contractor to adhere to for the life of the EMS Billing and Collection portion of the Agreement.

**Suspense Payment** is an unidentified payment processed by the lockbox or as a walk-in where the Patient’s account is unknown.

**Tertiary Insurance** is the appropriate insurance company plan, responsible for payment of the charges associated with the Patient’s medical condition, treatment and transport

by ambulance where there is a balance due after receipt of a payment from the primary insurance and/or secondary insurance plan.

**Third-Party Payer** is any and all individuals or companies other than the individual who was transported or the responsible party/guardian (in the case of a minor) where a bill for ambulance transport is mailed to and/or a claim is submitted on behalf of the individual who was transported.

**Treatment/Non-Transport** is the dispatching of an ambulance for emergency medical services, resulting in onsite assessment and treatment of the Patient with no transport of the Patient to a hospital.

**Treatment/Transport** is the dispatching of an ambulance for emergency medical services, resulting in the onsite assessment and treatment of the Patient with transport of a Patient to a hospital.

**Unbillable Account** is an EMS account where the charges cannot be determined due to missing pertinent information.

**Uncollectible Account** is an EMS account where the charges cannot be collected because there has been no response from the invoices mailed to the Patient/responsible party and the Contractor has exhausted all reasonable efforts to identify additional information (such as insurance or new address), then the account will be deemed uncollectible.

**Walk-in** is a payment received from a payer made at a City payment center.

#### 1.4 **Contract Term**

Any contract awarded pursuant to this RFQ solicitation shall be for a base contract period of five (5) years plus three one (1) year extensions mutually agreed to by both parties.

## II. **SCOPE OF SERVICES**

There are two independent, albeit related, sets of Scopes set-out within this RFP: Part A: The Department of Finance's EMS Billing and Collection Services; and Part B: The Chicago Fire Department's (CFD) Electronic Patient Care Reporting and Transport Tracking System Solution.

### 2.1 **Background**

The Chicago Fire Department (CFD) provides Emergency Medical Services (EMS) to residents and visitors to the City of Chicago. CFD-EMS currently manages a fleet of 75 Advanced Life Support ambulances, 12 ALS Trucks and Towers, 60 ALS Engines, 49 BLS Trucks and Towers, 37 BLS Engines and transports approximately 220,000 individuals to area hospitals each year for emergency medical care. The 2013 EMS and ambulance transport fees, by service level, were as follows:

- \$950.00 for BLS (Basic Life Support)
- \$1,050.00 for ALS I (Advanced Life Support I)
- \$1,250.00 for ALS II (Advanced Life Support II)

- \$25.00 for Oxygen delivery
- \$17.00 per loaded mile

The Department of Finance (DOF) manages the billing and collection services of EMS and ambulance related transport fees incurred by Patients, resulting from each CFD EMS treatment/transport and treatment/non-transport occurrence, and monitors the billing, revenue collections, payment processing, compliance, and customer service activities related to ambulance transports and the Contractor's performance.

In 2013, the billing payer mix was as follows:

Medicare: 25%  
Medicaid: 33%  
Private Insurance: 12%  
Self-Pay: 30%

The 2013 transport service levels are as follows:

Service Level BLS: 40%  
Service Level ALS I: 59%  
Service Level ALS II: 1%

## **2.2 PART A. EMERGENCY MEDICAL SERVICES (EMS) BILLING AND COLLECTION SERVICES**

This section describes the Department of Finance billing and collection service requirements (Part A requirements). The Respondent must address each of the requirements as part of its proposal – both narratively in its detailed proposal submission, and summarily on the Checklist provided as “Part A Checklist”.

The Contractor's system must be capable of handling various formats of PHI data, be user friendly and capable of processing and billing the City's ambulance transports quickly, securely, and efficiently, and be able to produce multilevel detail reports and well-designed summary reports based upon the City's needs and its performance goals.

Notwithstanding any other provision of this Agreement, Contractor must at all times maintain strict compliance with HIPAA and other applicable laws and regulations.

### **2.2.1 Policy Goals**

The Department of Finance will utilize the agreement reached between the Selected Respondent and the City to achieve certain policy goals, including, but not limited to:

- A. Minimize risk of contractual and/or performance problems by engaging a firm both capable of and willing to act in partnership with the City
- B. Ensure that all data provided by Contractor correctly maps to City systems, as applicable, in accordance with policy and workflow rules.
- C. Minimize loss of service and cash flow interruptions during system conversion and implementation
- D. Enhance software and network technology architecture in related application systems
- E. Maximize the functionality and performance of software and operations
- F. Achieve total compliance with HIPAA and other applicable laws and regulations, designed to protect the privacy, confidentiality, integrity, and security of Patient health records, billing records, and other individually identifiable health

information including but not limited to the other privacy laws and the Identify theft prevention rules.

- G. Achieve total compliance with the City's rules and regulations designed to provide guidelines for required documentation on signature protocol, medical necessity, mileage calculation, and post audit review.

### **2.2.2 Service Levels**

The Contractor will be required to meet minimum Service Levels. Final Service Levels are subject to contract negotiation. Service Levels will include, but may not be limited to the following:

- A. Customer Service will operate a call center between the hours of 8:00 a.m. and 5:00 p.m. Central Standard Time (CST), Monday through Friday.
- B. The average wait time must be held to a minimum not to exceed 2 minutes and voice mail messages must be returned within 24 hours.
- C. The Contractor's system must be available and operational 99.5% of the City's business hours per month.
- D. Contractor must invoice all billable accounts within 14 days of receipt from the City.
- E. All payments must be posted to the Contractor's system and reported to City within 2 business days of receipt.
- F. Suspense payments must be researched on a daily basis and processed within 2 business days.
- G. Resolution of claim disputes and/or denials and performing follow-up services with insurance companies within 48 hours of receipt of denial.
- H. Contractor must adhere to escalation procedures to notify the City of defined issues or events.
- I. Contractor must have sufficient staff dedicated to the contract to work the City accounts in a timely manner.
- J. Contractor must provide standard reports as defined by the City by the report due date.
- K. Contractor must have the ability to provide ad hoc reports as required by the City.
- L. Refunds must be processed within an average of one week from the date of overpayment.

The Contractor's failure to adhere to the Service Levels will result in Liquidated Damages in the amounts set forth in the contract for the Service Levels that have not been achieved. At any time subsequent to six months after the Effective Date, City or Contractor may initiate negotiations to review and to improve any Service Level that either party reasonably believes to be in need of adjustment or to implement or remove a Service Level. Contractor shall implement all Service Level adjustments upon which the parties, negotiating in good faith, mutually agree upon in writing.

### **2.2.3 Functional Requirements**

- A. Contractor must have a secure Account Management/Accounts Receivable system.
- B. The Contractor is required to provide full access to its system to authorized City users.
- C. The system is required to accept transport data received from CFD.
- D. The system must be user friendly and efficiently and effectively manage all aspects of a Patient's account.
- E. System requirements include, but are not limited to:

- i. Assignment of a unique identifier to each new transport event and create a transport record.
  - ii. Establish a Patient ID which will allow the Contractor to retrieve all transport records associated with that Patient.
  - iii. Display all significant transport data, including CFD transport number.
  - iv. Display selected Patient data.
  - v. Display treatment administered and supplies used.
  - vi. Reproduce, store, and print the PCR on a secure web server to allow personnel to use an internet browser to access/print treatment information from a website maintained by the Contractor.
  - vii. Evaluate accounts to identify and record the proper notices to be sent, billing category (i.e., BLS Emergency, ALS1 advanced care or ALS2 very advanced care) and assess related fees.
  - viii. Transmit transport, Patient and treatment data from Contractor's EMS database to the City using a transmission protocol that requires data to be encrypted during transmission.
  - ix. Validate Patient address data against ("NCOA") National Change of Address database.
  - x. Verify that each transport record has an associated Patient care record to ensure that data has been properly transmitted from mobile computers, the flash drives of which have an audit copy of PCR.
  - xi. Implement controls to ensure data has been properly transmitted from all applicable sources such as CFD's mobile computers, CFD's PCR software, etc.
  - xii. Update the EMS database with Patient and insurance information obtained at any point in the process.
  - xiii. Retain all database records online for a period of ten years and archive historical data in accordance with (5 ILCS 160/) State Records Act.
  - xiv. Tracking and display sufficient detail for all account activities and transactions including, but not limited to bills and notices sent, payments received, correspondence received, Patient inquiries.
  - xv. Display of correspondence sent to or received from a given Patient or related to a specific transport and the PCR.
  - xvi. Capability to produce an itemized statement/invoice of ambulance charges that can be printed on demand.
- F. Patient accounts should be able to be queried by, at a minimum:
- i. EMS Patient account number
  - ii. CFD Unique Identifier
  - iii. Policy Number/ID Patient name
  - iv. Date of service
  - v. Date of Patient birth
- G. Allow multiple insurer records to be associated with one Patient.
- H. Allow multiple Patients to be associated with a transport.
- I. Allow multiple treatment records to be associated with a Patient.
- J. Allow multiple billing and/or collection notices to be associated with a Patient.
- K. Allow multiple customer service contacts (inbound and outbound) to be associated with a Patient/transport event.
- L. Allow multiple claims to be associated with a Patient/provider.
- M. Allow multiple payments to be associated with a Patient or a Patient/provider.
- N. Maintain a table of applicable ICD Codes (ICD 9 and/or 10 or higher) treatment codes and related fees.

- O. Maintain a table of supplies and related fees.
- P. Analyze treatment records to evaluate treatments to determine category of services delivered per Medicare, Medicaid and Insurance rules and regulations.
- Q. Calculate mileage of the transport event.
- R. Track all users that access Patient and treatment information.
- S. Identify accounts with missing Patient names, undeliverable addresses and insurance coverage information.

#### **2.2.4 Interface with City Systems**

- A. The Contractor must assume full responsibility, for providing a reliable system that enables seamless data transfers into the City's current operational systems and provide full compliance with HIPAA and/or other Federal Regulations, where applicable. Data specific to the EMS transports will be transferred to the Contractor from OEMC for processing on a daily basis in a file format and transfer mode as directed by the City. The Contractor will also be required to import PCR data into the Contractor's billing system.
- B. The City of Chicago intends to utilize collected data for patient tracking, as well as to facilitate billing for EMS services. Patient demographic data must be sent wirelessly directly from responding CFD personnel to OEMC for resource tracking. Patient data, treatment and transport information must be interfaced to the Contractor's system for proper medical coding, signature review and billing. Respondent's proposal must include a solution for this data transfer.
- C. Integration of patient demographic data is subject to applicable data privacy or HIPAA regulations.
- D. If City opts to utilize Respondent's hardware and/or software for patient tracking and/or recording of patient demographic, treatment and transport data, Respondent will be required to interface with the City's OEMC system(s).
- E. The Contractor must interface with the City's cashiering system via file transfer utilizing secure SFTP, or other mode of file transfer as directed by the City. Contractor must accept payment files from the City lockbox and the cashiering system, as well as, provide payment files to the cashiering system. Specific file formats and timing of such files will be directed by the City and is required to conform to City specifications. Contractor must capture City and/or lockbox identifiers in their system for cross reference purposes.
- F. The Contractor must interface with the City's ARMS system via file transfer utilizing secure SFTP, or other mode as directed by the City. Contractor will transmit relevant data, including account status, for all accounts to the City to be loaded into ARMS. Specific file formats and timing of such files will be directed by the City and are required to conform to City specifications.
- G. IF THE PATIENT DATA INFORMATION PORTION IS ACCEPTED (Part B) patient data systems must be able to accept initial run information from CAD and send close of run information to City CAD.

#### **2.2.5 EMS Billing and Collections**

The DOF requires a highly automated EMS billing solution that reduces manual errors and increases the efficiency of the entire EMS billing and collections process while ensuring compliance with all State and Federal regulations that apply to the EMS billing function. The process must include the acceptance of transport data and PCRs from CFD via interface or secure file transfer, as directed by the City. The list below contains a general set of functions expected to be satisfied by the Contractor, using its own application systems, interfaces and manual operations.

- A. Determination of charge amounts utilizing the City's charge metrics.
- B. Identification of insurance or other medical coverage.
- C. Billing individuals and third party payers.
- D. Production of bills and custom notices.
- E. Submission of claims electronically, where applicable.
- F. Medical Coding of EMS transports and/or responses.
- G. Processing of payments and accurate posting, tracking and management of payment information, including electronic payments.
- H. Receipt, processing and maintenance of EFT or paper form payment source documentation from Medicare, Medicaid, and third-party insurers.
- I. Resolution of claim disputes and/or denials and performing follow-up services with insurance companies.
- J. Receipt and management of incoming mail.
- K. Efficient mailing of NPP.
- L. Obtaining supplemental information for accounts with unidentified or missing Patient information through hospital interfaces, insurance verification, and other sources.
- M. Providing toll-free customer service for telephone inquiries.
- N. Production of bills for outstanding balances on demand.
- O. Host and maintain all detailed Patient records as backup documentation and audit support.
- P. Process refunds according to City policy.
- Q. Process returned payments according to City policy.
- R. Provide financial and statistical reports to DOR and CFD.
- S. Host a secure customer service website which allows for payment, medical coverage updates, etc.
- T. Automatically return accounts to the City upon request or based on a specific set of criteria.
- U. Perform monthly self-audits for billing compliance with Medicaid, Medicare and other applicable regulations.
- V. Verification and coding of transports in relation to Medicaid and Medicare signature, medical necessity and other rules.
- W. Maintain and update the records on account closed in Contractor's system as they are collected, written of and returned to City for referral to outside collection agencies.

#### **2.2.5.1 Billing**

The Contractor must be able to perform the following services:

- A. Maintain Patient transport information, demographic and treatment care data and maintain related databases
  - i. Patient condition
  - ii. Treatment
  - iii. Disposition during large scale incidents
  - iv. Incident type
  - v. Patient Response
- B. Provide billing and capture data collected on transport fees, records management and financial reporting services
- C. Utilize Certified Coders to properly code billing records. The Certified Coders, at a minimum, must be able to perform the following services:
  - i. Properly code EMS services provided to the Patient
  - ii. Determine medical necessity of a transport and code account accordingly



- iii. Determine if the City's signature protocol for the transport has been met and code account accordingly
  - iv. Review all transport documentation in order to apply the appropriate codes for the Patient's condition, the origin and destination and the levels of service provided (i.e. BLS or ALS1 or ALS2)
  - v. Determine if a "GM" and/or "GY" modifier is required prior to billing a claim to Medicare or Medicaid
- D. Ensure that only those transports received with a complete PCR from CFD are billed.
- E. Identify and follow up with CFD for missing PCRs
- F. Provide billing services for non-transport services and supplies. (Non-transports are not currently billed by the City.)
- G. Identify missing information and obtain, electronically and/or manually, from CFD and other sources (e.g. hospital facilities skip tracing products and/or clearinghouses) to obtain information necessary to bill for the transport e.g. missing and/or invalid demographics.
- H. Review PCRs for completeness, identify missing information and follow up with CFD to obtain missing information e.g. demographics
- I. Have the ability to obtain insurance or other medical coverage information via upfront eligibility checks performed as an automatic and/or manual function.
- J. Continually monitor claims and contact insurance companies and other providers to determine status of open claims. Perform pre-submission audits to ensure that all claims submitted to federal/state programs for reimbursement:
  - i. Accurately represent the medical condition of the Patient and the services provided
  - ii. Are supported by complete documentation, including Patient signatures or required alternative documentation and evidence of PCS compliance for non-emergency transports
- K. Ensure bills and notices are mailed efficiently and are received in a timely manner by the Patients or 3rd party payers.
- L. Submit claims electronically, where applicable.
- M. Properly bill secondary and tertiary insurance claims.
- N. Follow-up on all rejected or denied claims and resolve all related issues to ensure that claims are paid and meet all regulatory deadlines.
- O. Contractor must have the capability to update accounts with messages and/or transaction codes to document changes, including but not limited to:
  - i. Updated demographics
  - ii. Updated insurance
  - iii. Insurance denial reason
  - iv. refund reason
  - v. charity discount
  - vi. hardships
  - vii. settlements
  - viii. complaints
  - ix. payments
  - x. billing notices mailed
  - xi. returned mail
  - xii. correspondence
- P. Adjust accounts, according to with adjustment reasons for refunds issued, returned payments, settlements or other applicable business rules as directed by City.

### **2.2.5.2 Collection Efforts**

The Contractor will be required to continue to make every effort to collect outstanding EMS charges on behalf of the City until such time as the account is returned to the City. Collection efforts on behalf of the City will include, but are not limited to, locating patient or debtor contact information, sending billing notices, and collection phone calls.

- A. Collection processes for each patient account must be performed in accordance with applicable Federal, State and City laws, regulations, policies and procedures, including but not limited to HIPAA, the Identity Theft Prevention Rules, the Fair Debt Collection Practices Act, the Fair Credit Reporting Act and Code Sets Standards.
- B. All billing and collection efforts, including copies of any correspondence, must be tracked and noted in a Patient's account.
- C. The Contractor's proposed solution must include, at a minimum, the following system and manual functions:
  - i. Generating and mailing of a series of progressive collection notices to each unpaid account.
  - ii. Identification of accounts that are uncollectible (based upon rules established by the City) and referral of those accounts back to the City.
  - iii. Creation and maintenance of a record for each debtor's collection activity.
  - iv. Implementation of and adherence to the City-approved write-off policy and procedures covering those individuals unable to pay transport fees.
  - v. Make phone calls to responsible parties regarding unpaid accounts.
  - vi. Providing access and any necessary records to the Federal Office of Administrative Review for purposes of review and adjudication in cases of service related complaints.
  - vii. Retaining insurance history and information for an account, including but not limited to:
    - a) Effective dates of coverage;
    - b) Policy numbers;
    - c) Claim denials;
    - d) Appeals; and
    - e) Any and all correspondence with insurance companies, government entities, or health care providers.
  - viii. Provide and manage payment plan programs, as directed by the City, for debtors.
  - ix. Locating patient or debtor contact information, sending billing notices and collection phone calls.
- D. All notices and telephone calls must be approved in writing by the City prior to implementation.
- E. All collection activities shall be undertaken in only City's name. Vendor's name shall not be used for collections or appear on any collections materials.

### **2.2.5.3 Lien Support Process**

The Contractor must be able to support the City's lien process in accordance with the Illinois Health Care Services Lien Act (770 ILCS 23/1 et seq.). The current process requires the Contractor to send a Lien Notice, via registered or certified mail, to the injured person and the party or parties against whom the claim exists. The Lien Notice must contain the name and address of the injured person, date of the injury, amount of lien, name and address of the health care provider and name of the party or parties

alleged to be liable to make compensation to the injured person. The Contractor must also provide, review and maintain the Authorization for Release of Information of Ambulance Charges forms which are utilized during the lien process. The lien process protects the City's interest as it creates a lien upon all causes of action of the injured person for the amount charged for EMS services. A properly executed lien will ensure that the City's fees are included in any judgment or settlement awarded to the injured person.

## **2.2.6 Compliance**

- A. At all times, and notwithstanding any other provision of this RFP, the Contractor and all subcontractors are required to comply with all laws and regulations, including but not limited to:
  - i. HIPAA;
  - ii. The Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/et seq.);
  - iii. The AIDS Confidentiality Act (410 ILCS 305/et seq.);
  - iv. Federal law regarding substance abuse treatment is protected by the provisions of 42 United States Code (USC) Section 290dd-2, and the regulations implementing these laws at 42 Code of Federal Regulations (CFR), Part 2;
  - v. The Personal Information Protection Act (815 ILCS 530/ et seq.); and
  - vi. The Identity Theft Prevention Rules under 16 CFR §681.1, and any other Illinois and federal law or regulation that protects the privacy, confidentiality, integrity, and security of individually identifiable health information.
- B. Contractor must provide personnel having substantial expertise in matters related to Federal and State of Illinois compliance regulations in relation to EMS billing and collections.
- C. The Contractor will be functioning as a Business Associate of the City. Part of the Contractor's compliance with all applicable laws and regulations, therefore, includes adhering to the terms of Exhibit 7.
- D. Contractor is required to have a compliance department/unit and program which includes, but is not limited to:
  - i. A Compliance Officer with expertise in Federal and State EMS billing regulations concerning Medicare, Medicaid, and all other applicable laws, rules, and regulations.
  - ii. The development and distribution of written standards of conduct, policies and procedures that promote the Contractor's commitment to compliance.
  - iii. The designation of a chief compliance officer and other appropriate bodies, e.g., a corporate compliance committee, charged with the responsibility of operating and monitoring the compliance program.
  - iv. The development and implementation of regular, effective education and training programs for all affected employees, subcontractors, agents, and City employees.
  - v. The investigation and correction of identified systemic programs and the development of policies addressing the non-employment of sanctioned individuals.
  - vi. The use of audits and other risk evaluation techniques to monitor compliance and assist in the reduction of identified program areas.

### **2.2.6.1 Compliance Audits**

- A. Compliance Audit. The Contractor is required to perform a compliance audit(s) on a monthly basis to ensure that all claims were properly submitted to federal/state programs for reimbursement. The Compliance Fee in Exhibit 3 will be based upon the results of the Compliance Audit. The audit must entail the review of the following:
  - i. Level of Service – must determine if the transport was coded for the correct level of service
  - ii. Mileage Billed – is not excessive
  - iii. Signature Compliance – must follow City signature protocol in relation to Medicaid and Medicare signature requirements
  - iv. Multiple Patient Transport in same ambulance unit
  - v. Medical Necessity – must determine if the documentation on the PCR supports medical necessity
  - vi. Utilizing the compliance audit results the Contractor will:
    - a) compute error rates
    - b) evaluate the cause of errors
    - c) take corrective action, as required
    - d) quantify overpayments and/or underpayment
    - e) refund any overpayments identified
- B. Denied Claim Audit. The Contractor is required to conduct monthly audits of denied claims. As a result of the audit of denied claims, Contractor will
  - i. determine if a pattern of denial exists
  - ii. evaluate the cause
  - iii. take appropriate corrective action
- C. Post-payment Audit. The Contractor is required to review payment source documentation to:
  - i. validate payment was received
  - ii. determine if the insurance payment received matches the EMS patient billed
  - iii. determine if the fee was paid at the correct rate appropriate for the payer
  - iv. determine if the claim was discounted incorrectly by the payer
  - v. take appropriate action to remedy payments received in error
- D. The Contractor must provide the City a detailed report of all audit findings in the format specified by the City.

### **2.2.7 Noticing**

Contractor is required to generate City-approved correspondence, invoices, and forms listed below, including but not limited to:

- A. EMS itemized invoice/statement
  - i. Self-Pay
  - ii. Private Insurance (HCFA 1500)
  - iii. Medicare/Medicaid/Tricare – (HCFA 1500)
- B. Remittance advice and or Explanation of Benefits (EOB)
- C. Patient signature card (for Medicare, Medicaid, insurance, etc.)
- D. Medicare/Medicaid recoup form
- E. Late or delinquent notices
- F. Refund notification and application
- G. Lien letter
- H. Attorney authorization for release of ambulance charges
- I. NPP

All bills, notices, forms etc. sent on behalf of the City are required to be in a form approved by the City.

### **2.2.8 Third Party Claims and Payments**

The Contractor must manage and file EMS claims with third party payers in compliance with all applicable State and Federal regulations.

The Contractor must exert commercially reasonable efforts in order to obtain the maximum correct data pertaining to the Patient's insurance or third party payer information.

The Contractor must establish a secured third party insurance verification process to be utilized to identify and confirm insurance eligibility.

At a minimum, Contractor must:

- A. Perform eligibility sweeps or verifications to determine the insurer(s)/payer(s) to be billed
- B. Utilize hospital data capture program to update Patient information
- C. Maintain a database of all EMS transaction records
- D. Generate insurance claims upon receipt of insurance information
- E. Determine if City signature protocol is adhered to
- F. File claims electronically, either directly to payer or to a clearing house
- G. On request, file claims on paper when the payer is not equipped to receive EDI
- H. Process a claim or invoice to the secondary insurance within 2-3 days after receipt of payment from primary
- I. Meet all Medicare and Medicaid deadlines for claims submission
- J. Adjust system tables and parameters as needed to reflect changes to Federal, State or Local regulations regarding EMS service billing and reimbursement, including filing deadlines
- K. Update the EMS database with new or additional Patient information received during follow up activities
- L. Post third party payments to Patient's account accurately.

#### **2.2.8.1 Hospital Data Capture Process**

The Contractor must implement or continue to maintain the existing data exchange process with Chicago area hospitals whereby data is securely transferred and received from the hospital to where the Patient was transported. This process is to be utilized to update Patient demographics and identify insurance information to in order to effectively bill for EMS services.

There are currently 42 Chicago area hospitals.

The current EMS billing provider has already established a hospital data capture program on behalf of the City. Contractor is required to implement or maintain the process and designate a dedicated hospital liaison and other appropriate bodies, charged with the responsibility of operating and monitoring the program, making improvements where applicable, as well as, reporting upon hospital participation.

#### **2.2.9 Patient Self-Service Web Site**

The Contractor must establish and support a secured self-service EMS web site for use by EMS Patients inclusive of the following:

- A. Utilize a domain name and URL registered to the City.
- B. Allow a Patient to establish a web account with username and password upon proper verification of identity.
- C. Include the web address in all system-generated, written and verbal communications with Patients.

- D. Provide a module to update Patient insurance information.
- E. Display the details of each transport event involving the Patient as well as all line items of the invoice and list payments received from Patient or insurance companies.
- F. Accept secure payments.
- G. Provide a customer satisfaction survey and allow online completion.
- H. Comply with PCI standards and document certification.

#### **2.2.10 Operational Requirements**

The Contractor must manage an inbound/outbound call center. At a minimum, the Contractor must:

- A. Provide a technical support specialist, 24 hours per day, 7 days a week.
- B. Provide a full-time dedicated project manager.
- C. Provide a dedicated client services manager.
- D. Provide adequate staffing levels to perform coding, billing, collections, payment processing, reporting and respond customer service requests in a timely manner.
- E. The operations center should be available, at a minimum, Monday through Friday, 8 a.m. to 5 p.m.
- F. Respond to all calls for assistance within 2 hours.
- G. Provide a toll free number for citizens to call for customer service inquiries related to billing.
- H. Maintain a call center capable of handling the City's Patient call volume.
- I. Provide an answering service that is connected and available 24 hours a day to handle overflow calls as well as incoming calls outside of business hours.
- J. Contact customers who leave messages within one business day after the receipt of an answering service message.
- K. Respond to Patient inquiry calls in English or Spanish.

#### **2.2.11 Third Party Audits**

The Contractor is required to provide audit reports from an independent third party, subject to approval by the City, which specializes in audits of compliance with Medicare, Medicaid and other applicable regulations. The audit reports must certify that the Contractor's billing and collections are in compliance with applicable regulations. The Contractor must assume all costs associated with providing the required Third Party audit report.

#### **2.2.12 Controls and Security**

As indicated in Section 2.2.6, at all times, and notwithstanding any other provision of this RFP. The Contractor and all subcontractors are required to comply with all applicable laws and regulations, including but not limited to HIPAA. Notwithstanding other data and document ownership requirements of the City (see the City's sample Professional Services Agreement, Exhibit 12), all data provided to or acquired by the Contractor pursuant to providing Services under Agreement with the City of Chicago, remains the property of the City and must be safeguarded in accordance will all such provisions. Contractor must manage all City content (e.g. data, records, documents), as applicable, and implement processed and procedures as may be necessary in order to manage such content in accordance with all requirements such as, but not limited to:

- A. Implement fully auditable billing, collection and accounts receivable policies and procedures developed in accordance with Generally Accepted Accounting Principles (GAAP).

- B. Mitigate and protect against all known and reasonably predictable security threats and vulnerabilities, including but not limited to: (a) unauthorized access, (b) unauthorized changes to system configurations or data, (c) disruption, degradation, or denial of service, (d) unauthorized escalation of user privilege, (e) service fraud, and/or (f) improper disclosure of confidential information.
- C. Demonstrate to the satisfaction of the City that Contractor has developed and implemented a System Security Plan (the "Plan") that details all methods of security used to safeguard and protect the confidentiality and integrity of all PHI (as that term is defined in 45 CFR 160.103) created, received, maintained, or transmitted, by Contractor for or on behalf of EMS. This Plan must include, among other things, details describing the system's adherence to and compliance with the HIPAA Security Rule, the City's security policies and procedures, security aspects of the system's physical architecture, detailed descriptions of all user access roles and their corresponding security levels; and the security related to business requirements and external interfaces. The plan must also include a diagram(s) and explanation of the Contractor's security architecture and address any known security vulnerabilities within the solutions and recommended practices for protection against security incidents and/or breaches of unsecured protected health information. This plan must provide a mitigation strategy for handling all security incidents or breaches.
- D. Establish and maintain a documented security program, including detailed operational procedures for:
  - i. Monitoring, detecting and remediating system, network and applications for known security vulnerabilities
  - ii. Intrusion and security breach detection, prevention and incident response handling
  - iii. Configuration management of systems, network and applications
  - iv. Securing/managing user access to data, systems and network
  - v. Securing physical premises and access to facilities.
- E. Appoint an individual within the organization:
  - i. To be responsible for ensuring that the Compliance relative to information security and privacy policies are appropriately enforced
  - ii. To serve as a liaison to the City for matters regarding security, privacy and security incident response.
- F. Ensure that all components of the information system used to create, receive, transmit, or store PHI for or on behalf of EMS are secure and that the collection and transmission of information conforms to City requirements. The City requires that any information taken at the time of treatment be encrypted, be transmitted via a firewall-protected file transfer protocol by the City, and be encrypted while stored; and any payment information must be transmitted to the City via a firewall-protected internet based reporting system acceptable to the City. Contractor is required to establish a firewall-protected and HIPAA compliant method acceptable to the City by which the City can send PHI regarding Patients to the Contractor and demonstrate that proper policies, procedures, training and monitoring, detection, and alerting are in place to ensure the security and privacy of paper and electronic records.
- G. Maintain all documents, records and Patient information in a safe and secure manner that allows inspection and audit by the City. If for any reason it is necessary to enter paper-based PCRs to the Contractor's database:
  - i. The Contractor must maintain files of all original paper PCR's received from the City.

- ii. Retrieve these documents when requested by the City.
- H. Apply accounting procedures for reconciling all deposits, receivables, billings, Patient accounts, adjustments and refunds as appropriate for the relevant subject matter type.
- I. Ensure gross receipts from transport fees are directly deposited into the City's bank account.
- J. Work with the City's Law Department, as may be required, to support any legal action.
- K. Maintain quality control procedures to ensure that appropriate correspondence is generated in accordance with established intervals and is based on the level of delinquency or severity of the collection problem.
- L. Obtain City approval of scripts and protocols utilized for answering or placing calls.
- M. Fully cooperate, in a timely manner, with City auditors whenever requested.
- N. Conduct a self-audit monthly to ensure conformance to policies, procedures, ordinances and regulatory requirements identified and established in conjunction with the City's compliance plan.
- O. Report any material deviations from policy to designated Department of Finance management immediately.

### **2.2.13 Customer Service**

The Contractor is required to provide customer service for EMS Patients and at a minimum must perform the following duties:

- A. Respond to and resolve all EMS Patient inquiries and complaints regarding the billing and collection of transport fees according to Service Level Requirements. Update the Patient database with a new record containing data about each inquiry, call, and complaint.
- B. Refer all complaints involving quality of care provided during transports to representative designated by the City.
- C. Enter individuals who are unable to pay the full amount due, into structured payment plans.
- D. Obtain name, address, and insurance information from hospitals and/or Patients and update system accordingly.
- E. Request additional information from Patients in order to re-submit claims that resulted in eligibility denials.
- F. Respond to correspondence from Patients and payers.
- G. Receive and follow-up on requests from insurance companies for medical record documentation where appropriate and authorized.
- H. Follow-up on all rejected or denied claims and resolve all related issues to ensure that claims are paid and meet all regulatory deadlines.
- I. Respond to and resolve all Patient inquiries and complaints regarding the billing and collection of ambulance fees in a prompt and satisfactory.
- J. Follow all City customer service protocols.

### **2.2.14 Payment Processing**

- A. Contractor is responsible for proper and accurate payment processing ensuring all payments are posted to the proper account from the correct payer in a timely manner as required by the City.
- B. All payments collected by Contractor on behalf of the City must be deposited directly into a City bank account, posted to the Patient's account in the Contractor's system, and reported to the City in a manner prescribed by the City.



- C. Payments made directly to the City processed via the City's cashiering system, shall be deposited into a City bank account by the City, and reported to the Contractor electronically for proper posting to the Patient's account in the Contractor's system.
- D. The following are the current payment channels and processes for EMS payment processing:
  - i. Lockbox - Payments are mailed to or electronically transferred to a lockbox operated by a City depository bank. The funds are deposited into a City bank account. Contractor is required to:
    - a) Import a daily payment file from the lockbox to update the Patient accounts in Contractor's system.
    - b) Ensure all payments are processed on a daily basis.
    - c) Upload supporting payment documentation to respective Patient accounts on a daily basis.
    - d) Send a daily payment file to the City utilizing a secure SFTP process.
    - e) Monitor lockbox activities to ensure payments are received and processed properly.
    - f) Post payments accurately to Patient's account in Contractor's system within two business days of receipt from lockbox.
    - g) Contractor must forward any payments received at their location to the lockbox within 24 hours of receipt.
    - h) Reconcile daily payment postings from lockbox statement to Contractor's billing system and City cashiering system.
    - i) Report to City any payments that were erroneously deposited by lockbox that are not associated to an EMS account in Contractor's system.
  - ii. Walk-in payments – Patients have the option to pay in person at a City payment center.
    - a) Contractor will receive daily payment files from the City via secure SFTP process.
    - b) Contractor must upload payment file to update the Patient accounts.
  - iii. Credit Card Payments – Contractor is required to accept and process credit card payments via phone and web-site utilizing a City Merchant ID whereby all funds are deposited directly and immediately into a City-designated bank account only.
    - a) Contractor must have processes to ensure compliance with the Payment Card Industry Data Security Standard (PCI DSS) and will be required to participate in the City's annual PCI audit.
    - b) Contractor will be responsible for all fees associated with credit card processing.
    - c) Contractor must import a daily payment file from the bank to update the Patient accounts or manually update Patient accounts with payment data.
    - d) Contractor must send the City a payment file utilizing a secure SFTP process.
    - e) Contractor will be responsible for all credit card retrievals and chargebacks.

### **2.2.15 Returned Payments**

The Contractor must process returned payments according to City's policy.

#### **A. NSF Checks**

- i. City will receive NSF check, identify the transaction in the City system and reverse the payment.
  - ii. City will send a copy of the NSF documentation to the Contractor to make manual adjustments to Contractor's system adding the applicable NSF fee.
  - iii. Contractor will continue to pursue Patient for ambulance charges and NSF fee.
- B. Credit Card Chargebacks
  - i. Contractor will receive credit card challenge and respond according to the City's policies and procedures regarding credit card chargebacks.
  - ii. Contractor will identify the Patient account and provide the City with supporting information to identify the payment in the City cashiering system.
  - iii. Contractor will continue to pursue Patient for ambulance charges and credit card chargeback fee on final chargebacks.

### **2.2.16 Refund Processing**

- A. Contractor is required to process refunds on over-paid or incorrectly paid accounts.
- B. Contractors' system must be capable of identifying and flagging EMS accounts that have been overpaid so that the Contractor can begin the refund process.
- C. The refund process should include, but is not limited to the following:
  - i. Refunds are to be processed within a week, on average, from date of overpayment.
  - ii. Notification to the Patient of the potential refund.
  - iii. Processing of the refund application.
  - iv. Contractor must determine the correct payer and the correct refund amount.
  - v. Contractor must determine if the Patient has another account with a balance due before issuing a refund to a Patient (responsible party in the case of a minor).
  - vi. Contractor must complete a refund application checklist prior to submitting to City.
  - vii. Contractor must prepare and provide to the City, a refund schedule in a Microsoft Excel format, or in another format that may be determined by the City, once all the items indicated above have been addressed.
  - viii. Contractor must prepare supporting detail for the refund schedule, i.e. refund application including reason for the refund, copy of payment source, EOB's, and screen prints from the Contractor's system showing the overpaid amount in a PDF format and provide the information to the City in an electronic format using a secure SFTP.
  - ix. Contractor should update their system to reflect any refunds issued within 2 business days of receiving confirmation from the City.

### **2.2.17 Reporting Requirements**

- A. The Contractor must establish a comprehensive reporting system that will enable the City to monitor the performance of EMS services. The report will be provided by the Contractor, upon request.

- B. The Contractor must make modifications to or replace any standard report that does not meet the needs of the City.
- C. In addition to proper report distribution, the Contractor must maintain an electronic file copy of all reports on a secure database.
- D. Access to and distribution of reports to DOF and CFD personnel must be accomplished in a method that is fully compliant with HIPAA.
- E. The Contractor shall be solely responsible for the sharing, transmission, or connection and hardware to allow City approved users' access to the related data and databases. Additionally, upon request of the City, the Contractor shall be responsible for providing data in the format requested by the City.

**2.2.18 Standard Reports**

- A. The Contractor must provide a comprehensive set of standard reports, as defined by the City, which allow DOF to monitor the performance of the EMS billing program.
- B. Reports must be designed to give the City the information needed to measure performance, to predict and prevent any problems that might arise in the future, to formulate strategies for risk mitigation and to identify trends.
- C. The Contractor must provide reports by the report due date and in the format requested by the City.
- D. The following is a partial list of the reports that Contractor must provide via an SFTP secure site:
  - i. YTD Comparison Analysis
  - ii. AR Reconciliation
  - iii. Performance Comments
  - iv. Billing & Collections Comparison Report
  - v. Stair Step Report
  - vi. Transports Received and Created
  - vii. First Time Billed
  - viii. All Invoices Billed
  - ix. Collections
  - x. Cash Log
  - xi. Top Three Payers Comparison
  - xii. Aged Account Report
  - xiii. Medicare Activity by DOS
  - xiv. Medicaid Activity by DOS
  - xv. Original Signature Report (Invalid Signatures)
  - xvi. Invalid Signature Report by Medic (CFD)
  - xvii. Invalid/Missing Demographics
  - xviii. Invalid/Missing Demographics by Medic (CFD)
  - xix. Exempt Accounts
  - xx. Medical Necessity Report
  - xxi. Denial Report
  - xxii. Credit Balance Summary
  - xxiii. SLA Summary

- xxiv. Billing & Collections by Date Entered/DOS
- xxv. EMS Collections by Payer Type
- xxvi. Unbillable Accounts Report
- xxvii. EMS Collection Percentage by Date Entered/DOS
- xxviii. MBE/WBE Obligation
- xxix. Revenue Projections

### **2.2.19 Ad Hoc Reports**

- A. The Contractor must have the tools available to generate reports specific to the City's needs in a reasonable time frame.
- B. The Contractor should have the functionality to refresh a prior ad hoc report and/or provide the City the tools to generate the report on the Contractor's system.
- C. The tool(s) must be user friendly and not require a programmer to formulate a query and/or format a report.
- D. Any required "end user layer" or "universe" must be provided by the Contractor.
- E. Any training associated with the reporting software will be provided by the Contractor.

## **2.3 PART B: PATIENT TRACKING AND MOBILE ELECTRONIC PATIENT CARE AND REPORTING (EPCR) SYSTEM SOLUTION**

- A. The Respondent will demonstrate approximately five (5) years of experience developing, maintaining and managing a mobile Electronic Patient Care and Reporting (ePCR) Application and/or Device for a client base constituting at least 200 Devices and at least 100 concurrent users.
- B. The collection of patient data in real time using hardware and software for use in patient tracking, collection of patient demographic and patient treatment and transport data and maintenance of patient care reports must adhere to 210 ILCS 50/ Emergency Medical Services (EMS) Systems Act. Any related sections in this Act must be followed.
- C. Contractor will provide all required equipment, which will remain the property of the Contractor, software and services required to implement a patient tracking and information collection program.
- D. The proposed solution must include the ability to scan and the option to take photos of all relevant identification documents available from the patient.
- E. The Contractor will be responsible for cyclical replacement of the equipment, as well as on going repair and maintenance.
- F. Maintain total compliance with State-required electronic Patient care data collection, meeting minimum requirements that satisfy NEMSIS. The data must be transmitted to IDPH electronically.

- G. Maintain the automated process that is currently being used to submit cardiac arrest data to the Cardiac Arrest Registry to Enhance Survival (CARES).
- H. Maximize the EMS System QI program by including automated alerts on various types of EMS calls.
- I. Assure compliance with federal mandates for signature compliance by validating signature fields prior to the EMS run being closed.
- J. Ability for a CFD hand held system's patient data to be sent, prior to completion, to other CFD hand held system's, in real time, in order to assure that no patient data on that ems call is lost and all respondents can complete their portion of the reports.
- K. Achieve total compliance with the City's rules and regulations designed to provide guidelines for required documentation on signature protocol, medical necessity, mileage calculation, and post audit review)

### **2.3.1 Patient Data Collection**

The City has approximately 147 ALS and 86 BLS apparatus. Data collected on patients treated and/or transported by ALS, BLS and/or other EMS apparatus will be included in the contracted Patient Data Collection.

- A. Real time Patient data collection.
- B. Transferring of collected Patient data to Contractors server(s) storage and, if required, City server(s) storage.
- C. Related hardware and customized software.
- D. Ability to auto-populate like fields throughout the application upon entry of data into any like field (i.e. "Patient First Name" appears on multiple screens; when entered on any one of those screens, will be populated in all), as well as Identify and retrieve and auto-populate any and all prior patient information for patients who have previously been transported by CFD.
- E. Data captured will at a minimum include:
  - i. Patient Name (Last, First, Middle Initial)
  - ii. Gender
  - iii. Date of Birth
  - iv. Age
  - v. Race
  - vi. Weight
  - vii. Social Security Number
  - viii. Address
  - ix. City, State, Zip
  - x. Insurance Type/Company
  - xi. Insurance Policy number
  - xii. Responsible Party
  - xiii. Responsible Party Relationship
  - xiv. Responsible Party Address

- xv. Email Address
- xvi. Incident Type
- xvii. Incident Location (street, city, state, zip code)
- xviii. Incident location type
- xix. Incident location name
- xx. CFD Unit Number
- xxi. CFD Shift/Vehicle
- xxii. Skillset
- xxiii. Paramedic Names and Numbers
- xxiv. Dispatch date and time
- xxv. En route date and time
- xxvi. At Scene date and time
- xxvii. Departed scene date and time
- xxviii. Destination (Hospital) arrival date and time
- xxix. Transport Hospital Name
- xxx. Patient Symptoms
- xxxi. Patient History
- xxxii. Findings/Assessment Details
- xxxiii. Care events
- xxxiv. Disposition
- xxxv. Patient Signature, Witness Signature, or Hospital Signature
- xxxvi. Medic Signature(s)
- xxxvii. Witness Address
- xxxviii. Witness Relation to Patient
- xxxix. Signature type
- xl. Hospital Unique identifier

- F. Ability for a CFD hand held system's patient data to be sent, prior to completion, to other CFD hand held systems in real time to assure that no patient data on that EMS call is lost and all respondents can complete their portion of the reports.

### 2.3.2 Software

Software solution must include at least the following features and functionality or their equivalents:

- A. Access - The ePCR software should provide additional components that are browser-based in nature and securely expose authorized providers, medical staff, supervisors, administrators, hospitals, and other entities to configurable system components, thus eliminating configuring each workstation with software. With the exception of Internet Explorer, Adobe Reader, and any relevant medical device software components, no software should need to be installed on workstations requiring access to the web-based components.
- B. A mobile application that allows responders to collect, reference, and communicate call and patient information on mobile computers throughout the course of an EMS call at a patient's side, real-time. Because of the inherent mobile nature of EMS, 'Mobile' operates most effectively under Windows-based or Android based rugged touch and dual-touch computers, notebooks, and/or tablets. Users should be exposed to a highly configurable, graphical, 'mobile' user interface allowing them to rapidly enter and reference information with a combination of handwriting recognition, touch, pick lists, virtual keyboard entry,

voice, and checkboxes. 'Mobile' should help a medic generate a comprehensive electronic PCR in a matter of minutes.

- C. The system should provide the ability to set-up automated scheduled actions/tasks that can be performed using client configurable queries. These automated actions/tasks should include the ability to do the following:
  - i. Send an email
  - ii. Automatically send a fax
  - iii. Set a PCR or quality control status for a record
  - iv. Flag a case for Quality Control review
  - v. Generate a PDF
  - vi. Automatically Quality Control a case, tag with one or more agency defined issues.
  
- D. CAD Interface - The web-based system must include a seamless Computer Aided Dispatch (CAD) interface Module which enables an overview of CAD activity and tools for viewing and managing PCR-to-CAD reconciliation. This module must include automated reconciliation and a manual reconcile feature. The ePCR must include a web-based CAD Monitor that displays near-real-time Incident and Unit activity as they are exchanged between the CAD system, ePCR Mobile devices and the web-based application.

The CAD Reconciler must include the ability automatic geocoding of Incident address and GPS coordinates via Google's Geocoding Web Service. Geocoding is useful for resolving zip codes and/or GPS coordinates of Incident locations if this information is either missing from CAD or the submitted PCR.

- E. Ability to electronically search for any missing run reports and then reconcile them automatically. The back- end web application must include a Reconcile Summary with a dashboard of up-to-date CAD and PCR totals including:
  - i. Total CAD events
  - ii. Number of PCRs automatically reconciled to CAD via Reconcile Service
  - iii. Number of PCRs manually reconciled to CAD
  - iv. Total Unreconciled CAD records (CAD records with no matching PCR)
  - v. Total Unreconciled PCRs (PCRs with no matching CAD)
  - vi. Recent Missing Reports by Unit
  - vii. List of PCRs manually reconciled today
  
- F. Automated System trouble alerts - Ability to alert the system administrator of system events, e.g. a server shut down.
  
- G. Automated Run Alerts - Ability to automatically notify system administrators or physicians if a certain type of call is received. For Example, if we want to track all Gun Shot wounds, the system will automatically sent out an Email to specified personnel that alerts them that a run with a disposition of Gun Shot Wound has been received by the server.
  
- H. Automated QI - The system must include a web-based application that allows agency personnel to quickly document and create task-oriented resolutions for outstanding issues identified with a case or PCR. The system must allow the ability to work collaboratively bring the case to QA acceptance.

- I. Ability of the Custom Reporting System to query data provided based on multiple fields (data fields collected by the system) as well as display results by multiple fields selected in the system. For example, a user can create a report that finds all cases involving cardiac arrests that did not receive aspirin, oxygen, or any other Agency specified treatment, and break down the results by employee, disposition, or other Agency-defined parameters.
- J. Ability to query all reports tied to a particular member by more than one means, (employee number, name etc.) to facilitate these in case of a name change due to marriage or other.
- K. Ability to query whether ePCR reports have not been completed but units have been dispatched and an ePCR is expected by unit and shift, station and shift, district and shift, etc.
- L. Ability to wirelessly transfer reports between portable devices in the field e.g. to send a report that has been started by a Fire/EMS Company to a different Fire/EMS Company, the Fire/EMS member would select the apparatus number from a pre- designated list and then select the send button. This will transfer all the patient-specific and applicable report information gathered by the Fire/EMS Company to a different Fire/EMS Company, thereby eliminating redundant entry. The Fire/EMS Company still must complete its unit report independent of the different Fire/EMS Company (if applicable) ePCR. Hardware to accomplish this is required.
- M. A new incident involving the unit will result in automatically delivered dispatch details to the relevant unit. These incident details (incident number, type, address, and times) will populate the Mobile ePCR Software.
- N. User Access - Ability to delegate authorization of access to modules of the application to departments responsible for that level of authorization. Ability to authorize user accounts/ids, passwords, and access rights from a single and central point of control. Ability to delegate authorization of access to modules of the application to departments responsible for that level of authorization. Provision to define user roles and access rights to the level of person, group, crew, shift, unit, station, battalion, etc. Provision to only show components and information relevant to the user accessing the system. Ability to track all changes by version controlling method(s) to maintain compliance (name, date, what was edited on the ePCR).
- O. System must be able to create an addendum to a PCR. This feature will only be available to users based on system assigned rights.
  - i. The PCR History Panel contains pertinent administrative and historical metadata related to the PCR. The History information for the PCR will be accessible via a button/icon located in the programs toolbar, to view the panel. There will be tabs in this panel to access a complete record of all modifications made to the PCR since it was received by the web-based system. This includes additions, changes or deletions made by users or automated functions. A table shows the list of modifications in reverse



chronological order (most recent changes first) and includes the following columns:

- ii. Date - the date and time the modification occurred
  - iii. Type - a code representing the section of the PCR affected by the addendum
  - iv. Reason - the reason for the addendum. Examples include ADDITION, MODIFICATION and DELETION
  - v. By - shows the user name of the user who performed the operation or system (if the change was automated). An optional @ parameter is followed by a code that can be used to identify changes that were performed as a group
  - vi. Description - this column describes the change in detail, including affected database table and column names as well as record identifiers (where applicable). If the change is a modification or deletion, the original value is shown.
- P. Ability to automatically calculate relevant scores upon entry of data elements comprising the score (GCS, APGAR, etc.).
- Q. Ability to copy applicable data already entered to be reused without reentry. For example, a scene address entered in one screen can be copied to the patient's address on a different screen by applying this copy feature.
- R. Ability to have all treatment administered to automatically default to "PROTOCOL" as the authority or reason for the treatment; when the Radio MD gives an order that supersedes the protocol, allow the user to edit the authority from a drop down list to select from (Medical Director, Radio MD, Patient's MD, On Scene MD, etc.)
- S. Ability to have the patient address field be populated with the scene address using a copy function and be easily edited if needed.
- T. Ability to input patient weight in either metric (kilogram) or Imperial (pounds) which is then automatically converted to the other format.
- U. Ability to -upon entering the DOB - have the program automatically convert this information to the patient's actual age and allows for day or month entry for infants.
- V. Program automatically updates the 'to-do' list immediately and highlights all applicable mandatory fields when a new patient is added. Protocol based to-do list (Active and Interactive Guidelines) is a clinical data collection and referencing framework, allowing agencies to define and require questions, answers and reference materials for any clinical parameter without modifying the source code or user interface. A narrative is generated for each parameter.
- W. Wireless Updates are sent to all Tablets - The system must have the ability to load up all Mobile ePCR system updates automatically on the Mobile ePCR system devices upon a connection without the need of user intervention. This is accomplished without a long delay, while the system is operational.

- X. Configuration - Ability to choose which non-mandatory data elements and fields to include/exclude in the application as a requirement to complete a report. Ability to specify for each field whether the user is limited to the list that is provided, or if the user is allowed to enter free text into the specific field.
- Y. Allow the final disposition options to be configured.
- Z. Ability to create a disposition-driven and configurable 'to-do' list to be available in the Mobile ePCR Software
- AA. Allow a "vitals" entry screen to be available throughout the program without more than 2 clicks to quickly enter vitals data at any point during the report. Selecting this tab or button opens a window with fields including BP, Pulse rate and regularity, Respiratory Rate, SpO2 and comments.
- BB. Ability for ALL treatments to be definable by the Agency, along with ANY additional questions associated with each specific treatment. For example, 'Morphine' will expose questions such as dose and route (that must have values specific to morphine), but Agency defined questions such as pre-pain and post-pain level, amount of drug discarded, etc., must be definable by the Agency. The treatment entry automatically defaults to the current date/time.
- CC. Ability to have Agency definable additional questions (and associated answers) on the Mobile ePCR Software.
- DD. Ability to have the mobile ePCR Software enter data with a digitized pen platform for better accuracy, increased hardware durability and optimal handwriting recognition.
- EE. Has the ability to provide interactive guidelines. For example, a complaint of 'Chest Pain' will put Morphine, Nitro, Aspirin and Cardiac Monitor on the To-Do list.
- FF. Ability to document more than one patient for the same incident by the same unit by the selection of an "add patient" button or tab, which will automatically copy incident-specific information into the new patient's ePCR without redundant entry.
- GG. Ability to handle at least 100 patients on a single handheld for a single incident such as in a mass casualty incident.
- HH. Mobile ePCR Software provides the ability to display ALS-level or BLS-level treatments based on the documented service level of unit entering the report, thus exposing only the pertinent data elements needed for that particular unit.
- II. The system must interface with a number of monitor defibrillators to include, but not limited to, Physio LP12/15. The system must seamlessly merge key information into its record and wirelessly communicates a composite of this information to those who need it. It then manages this information via a web-based interface for subsequent review.

- JJ. Connectivity - Ability to function when no connectivity is available. Ability to select from the Mobile ePCR Software's unit list, which will send an ongoing message to the core system informing it of its current activity status.
- KK. Allows the Mobile ePCR Software to upload an individual ePCR to the central server in "real time" without the need for a "batch" upload.
- LL. Ability of the ePCR System to store data redundantly on the mobile device to ensure that no connectivity is needed.
- MM. All collected data will be hosted by the Contractor, but will remain the property of the City of Chicago.
- NN. Technology that facilitates the ability to efficiently capture patient demographic information to optimize the billing process, streamlines patient care reporting and EMS operations.
- OO. Integration with OEMC's CAD, GPS, or other systems, as well as other City systems.
- PP. Secure log-on with assigned user identification.
- QQ. Allow for scanning capability to instantly enter patient data by scanning a state driver's license or other AAMVA-compliant ID, with an option to document information with a photo.
- RR. Generation of a unique Incident Number.
- SS. Data capture form screens should be user friendly and highly configurable and should at a minimum:
  - a. Record Electronic Signatures in accordance with specific Medicare and Medicaid requirements.
  - b. Require specific fields to be populated.
  - c. Provide dropdown data to populate fields.
  - d. Pre-populate data fields from with default values or via integration with other City or outside systems (e.g. transport location, zip codes, patient billing address, etc.).
  - e. Provide links to treatment, signature or other protocol information.
- TT. Provide customizable warnings and/or other information about previously known patients, prior to arrival on scene.
- UU. Provide for efficient and effective charting and documentation of patient assessment.
- VV. Provide for messaging and notification to medics and staff in the field.
- WW. Maintenance of a database of available demographic information about individuals that have been treated by CFD.
- XX. The ability to obtain live reporting related to patient tracking.

- YY. Allow flexible reporting, including canned, customizable and ad-hoc reports, related to patient data and live tracking.
- ZZ. Provide audit functionality.

### **2.3.3 Hardware**

- A. Contractor will provide all required equipment, which will remain the property of the Contractor, software and services required to implement a patient tracking and information collection program.
- B. The proposed solution must include the ability to scan all relevant identification documents available from the patient.
- C. The Contractor will be responsible for cyclical replacement of the equipment, as well as on going repair and maintenance.

### **Minimum Specifications**

The proposed solution hardware must include at least the following features and functionality or their equivalents:

- A. Ruggedness
  - i. Military Standard 810G
  - ii. Hardened glass
  - iii. Rugged materials
  - iv. Recessed screen
- B. Built-in Communications
  - i. GPS
  - ii. WiFi
  - iii. Bluetooth
  - iv. Cellular 4G/LTE
- C. Display
  - i. 10.1" XGA-2
  - ii. 500 NITs
  - iii. Automatic Light Sensor
- D. CPU
  - i. 1.2 GHz Dual Core Processor
  - ii. FIPS-2 certified
- E. Accessory Ports
  - i. 2 USB
  - ii. HDMI
  - iii. SIM Card
  - iv. RJ-45
- F. Vehicle Docking Station
- G. Carrying Handle
- H. Shoulder Strap

- I. Hand Strap
- J. HD Camera
- K. Barcode Reader
- L. Stylus
- M. Weight w/o accessories, 2.2 lbs., or less
- N. Input methods
  - i. Stylus
  - ii. Multi-touch
  - iii. On-Screen QWERTY keyboard
  - iv. Optional external QWERTY keyboard while on docking station
  - v. Swappable Battery or external portable power source (provides power for at least two hours)
  - vi. Charging Hardware
- O. Handheld units will be required for all personnel responding to incidents not limited to transport and non-transport response units. CFD requires a minimum of 20% spare units to be kept at CFD facilities. Additionally, hardware accessories and related supplies will be provided to various hospitals by CFD out of the 20% spare units for the implementation and continuation of this project.
- P. Handheld devices must be wireless, secure, extremely durable and constructed to withstand and function in extreme Chicago weather conditions.
- Q. Respondents are encouraged to propose various solutions such as one piece handheld units incorporated with a printer and/or scanner, or multi piece units with a separate wireless printer and/or scanners, and/or other available technology.
- R. Department of Innovation and Technology (DoIT) Wireless Networking standards for the Handheld Units are as follows and are subject to change:

<b>Coverage</b>	<b>Standard</b>	<b>City Requirements</b>
Wireless Local Area Network (WLAN). Available in all 79 Chicago Public Libraries and other City locations (see <a href="http://www.cityofchicago.org/publicwifi">www.cityofchicago.org/publicwifi</a> )	IEEE 802.11b/g, 2.4GHz ISM	Secure connection with Wi-Fi Protected Access (WPA) that uses Temporal Key Integrity Protocol (TKIP) for data encryption or WPA2 uses the Advanced Encryption Standard (AES) for data encryption.
Wireless Wide Area Network (WWAN). Available in all Chicagoland area	CDMA2000, High Rate Packet Data Air Interface also known as 1xEV-DO, Evolution, Data Only	Secure connection with City approved Contractor, Verizon Wireless.

- S. The Contractor will be required to provide on-going maintenance and support of all hardware and software, including upgrades as new software versions or technologies become available.

- T. The hardware and software must meet the minimum security requirements as currently set forth in the City's Data Policy and which is subject to change. Exhibit 9.
- U. Respondent's proposal should include provisions related to hardware damaged or lost while in CFD possession.

### 2.3.3.1 Delivery of Hardware

The initial delivery of ready for use Hardware will consist of approximately 90 units with all required accessories and supplies required for use, within three (3) months from Contractor's receipt of the order. Subsequent delivery will be within three (3) months from Contractor's receipt of the order.

### 2.3.4 Software and Hardware Support/Help Desk-

- A. Contractor's Help Desk must be available 24 hours per day, 7 days per week and 365 days per year.
- B. The telephone lines must be staffed during normal business hours (0800 – 1800 CST).
- C. Evening and weekend support calls must be responded to within fifteen (15) minutes.
- D. Response to email help requests must typically be within 15 minutes during normal business hours and within eight (8) hours in the evenings and on weekends.
- E. Issues will be required to be escalated via an escalation policy with tier 1 through tier 3 escalation pathways. Issues must be assigned a severity level. Severity level will be the key indicator that describes the customer impact associated with each issue. The Contractor's customer service response is driven by the severity level assigned to help desk tickets.
- F. Service support within the SLA is intended to define severity levels in relation to reported issues, questions, or other types of requests.
- G. The Contractor's SLA will include the following four severity levels:
  - i. Severity Level 1 (Critical Service Impact)  
Issue critically affects the primary business service, major application, or mission critical system across all users. No acceptable workaround is available. Characteristics of a Severity 1 issues include:  
Critical business process failure  
Production system non operational  
Data integrity at risk
  - ii. Severity Level 2 (Significant Service or Implementation Impact)  
A primary business service, major application, or system is seriously affected, impacting many users. No acceptable workaround is available.
  - iii. Severity Level 3 (Moderate Service Impact)

The business service, major application, or system is moderately impacted, no data has been lost, and the business service, application, or system is still functioning. The issue may be temporarily circumvented using an available workaround.

- iv. Severity Level 4 (No Service Impact)  
Non-critical issues, general questions, enhancement requests or documentation issues.

**2.3.4.1 Software Maintenance Response Schedule**

In the event the City reports a problem to the help desk during normal business hours, the help desk will be required to use commercially reasonable efforts to respond to such reports in accordance with the following Software Maintenance Response Schedule:

	Error Classification		
	1 <sup>st</sup> Level	2 <sup>nd</sup> Level	3 <sup>rd</sup> Level
<b>Severity Level 1</b>	1 business hour	4 business hours	Next Release
<b>Severity Level 2</b>	2 business hours	1 business day	Next Release
<b>Severity Level 3</b>	2 business days	To be scheduled	
<b>Severity Level 4</b>	7 business days	To be scheduled	

“To be scheduled” means that the parties shall address the Error at the next scheduled project review meeting and in good faith agree on a suitable Level 2 response.

“Next Release” means the release of a Fix, Enhancement or Update to the Software that corrects Errors and defects or makes minor improvements in the functionality of the Software which is generally made available to the Contractor’s client base.

**2.3.5 Training Services**

Implementation, web based training sessions, and on-going support will be provided at no additional charge to the City throughout this contract.

Train the Trainers, as well as the Contractors representatives that go to various City facilities to conduct the required training of CFD members. Train the Trainer, for approximately ten (10) CFD Instructors should take no more than two (2) weeks and will take place here in Chicago at a Fire Department facility.

The initial field training, of approximately three thousand (3,000) CFD members will take no more than three months and will take place here in Chicago at various Fire Department facilities. The training will be conducting with consideration of CFD members shift and furlough schedules.

Upon completion of the initial training a roll-out date will be selected by CFD and the Contractor will provide personnel to assist in resolving issues that arise during the roll-out phase.

**2.3.6 Implementation**

The Contractor will provide an Implementation Plan for Part B that will contain, but not be limited to:

- A. A timeline for the delivery of the initial order of Hardware and Software.
- B. A complete outline of the proposed training procedure including methodology, training materials, class size, etc.
- C. Post award equipment testing and troubleshooting.
- D. On-going support for equipment, software and additional training.
- E. Support personnel, contact information and qualifications.

### **2.3.7 Hardware and Software Evaluation**

CFD reserves the right to test the proposed hardware and software prior to contract award. The testing will require a minimum of ten (10) CFD members to enter various run data for a period of up to two (2) months.

## **III. GENERAL INFORMATION AND GUIDELINES**

### **3.1 Communications between the City of Chicago and Respondents**

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

**Respondents must communicate only with the Department of Procurement Services.** All questions or requests for clarification must be in writing, sent by email to rona.jeongco@cityofchicago.org, and directed to the attention of Rona Jeongco, Department of Procurement Services, Room 806, City Hall and must be received no later than 4:00 p.m. Central Time, January 30, 2015. Respondents are encouraged, but not required, to submit questions 1 week prior to the scheduled Pre-Proposal Conference.

The subject line of the e-mail 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 Part A: Emergency Medical Services (EMS) Billing and Collections Services; and Part B: Patient Tracking and Mobile Electronic Patient Care and Reporting (EPCR) System Solution, Specification No. 120173.” Telephone calls will not be accepted unless the questions are general in nature.

#### **B. Pre-Proposal Conference**

The City will hold a Pre-Proposal Conference in the Department of Procurement Services, City Hall, 121 N. LaSalle Street, 8<sup>th</sup> floor, Conference Room A, Chicago, Illinois at 1:30 p.m. Central Time on January 26, 2015. All parties interested in responding to this RFP are urged to attend in person. The City will clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond to questions submitted in writing prior to the Pre-Proposal Conference.

All parties interested in responding to the RFP are urged to attend in person however a telephone conference is provided for those unable to attend in person. The City requests that all parties planning on attending the Pre-Proposal Conference notify Rona Jeongco, Senior Procurement Specialist via email at rona.jeongco@cityofchicago.org prior to the Pre-Proposal Conference. Include the names of attendees and whether the attendee is participating in person or via



teleconference. To participate in the teleconference, dial 1-866-528-2256. The participant access code is 3355561.

### 3.2 Deadline and Procedures for Submitting Proposals

- A. To be assured of consideration, Proposals must be received by the City of Chicago in the City's Bid & Bond Room (Room 103, City Hall) no later than 4:00 p.m. Central Time on February 23, 2015. The Bid & Bond Room can be reached at telephone number 312-744-9773.
- B. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section 3.2.A above. Only the Chief Procurement Officer ("CPO") is empowered to determine whether to accept or return late Proposals. No additional or missing documents will be accepted after the due date and time, except as may be requested by the Chief Procurement Officer.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Hand-carried Proposals must be placed in the depository located in the Bid & Bond Room located in Room 103, 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.

- C. 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 103, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

- D. Respondent must submit 1 hardcopy original and 6 electronic copies of the proposal in searchable pdf format on USB drives or CD-ROMs and 1 redacted copy of the submission in searchable .pdf format for posting on the City's website as outlined in Section 3.5. The original documents must be clearly marked as "ORIGINAL", and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.
- E. The outside of each sealed envelope or package must be labeled as follows:  
Proposal Enclosed  
Request for Proposals (RFP) for Part A: Emergency Medical Services (EMS) Billing and Collections Services; and Part B: Patient Tracking and Mobile Electronic Patient Care and Reporting (EPCR) System Solution Specification No. 120173  
**Due: 4:00 p.m., February 23, 2015**  
Submitted by: (Name of Respondent)  
Package \_\_\_\_ of \_\_\_\_

### 3.3 RFP Information Resources

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

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

### 3.4 Procurement Timetable

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

Key Activity	Target Date
City Issues RFP	January 12, 2015
Non-Mandatory Pre-Proposal Conference	January 26, 2015
Pre-Proposal Questions Due	January 30, 2015
Addendum to Answer Questions Available	February 9, 2015
Proposals Due	February 23, 2015

### 3.5 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 a Proposal which contain trade secrets or other proprietary data ("Data") which Respondent desires remain confidential.

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

- A. Mark the cover page as follows: "This RFP 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 Proposal."
- C. Provide a CD-ROM 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 CD-ROM 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.

#### **IV. PREPARING PROPOSALS: REQUIRED INFORMATION**

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions in this RFP may be cause for rejection of the non-compliant Proposal(s). Respondent must provide information in the appropriate areas of their Proposal(s) that are outlined throughout this RFP. Submission of Proposal(s) in response to this RFP constitutes acceptance of all requirements outlined in this RFP. By submitting a response to this RFP, Respondent acknowledges that if its Proposal(s) are accepted by the City, its Proposal(s) and related submittals may become part of the contract.

The City of Chicago is requiring Respondents to submit 2 proposals:

- 1) Part A: EMS Billing and Collection, and
- 2) Part A & B: EMS Billing and Collection and Patient Tracking and Mobile Electronic Patient Care and Reporting (EPCR) System Solution.

Both Proposals (Part A and Part A+B) must contain all of the following documents and must conform to the following requirements.

##### **4.1. Format of Proposals**

Proposals must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Submit 1 hardcopy original and 6 electronic copies of both Proposals in searchable pdf format on USB drives or CD-ROMs. In addition, submit 1 CD-ROM with a redacted copy of both Proposals in .pdf format for posting on the City's website as described in Section 3.5C. The original documents must be clearly marked as "ORIGINAL," and must bear the original signature of Respondent's authorized signatory that can bind their organization to all commitments outlined in the Proposal on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.

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

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

Respondent must separate applicable information pertinent to its Part A Proposal from its Part A+B Proposal with a tabbed divider so the City can clearly distinguish each Proposal. Items referenced under Section 4.2 A, B, C D, E, F and G are unique and specific to the Part A Proposal and the Part A+B Proposal. If the same information applies to one or both proposals indicate this in the submittal. Items referenced under Section 4.2 H, I, J, and K universally apply to each proposal and only one submittal is necessary.

#### 4.2 Required Content of the Proposal

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

The detailed Proposals evaluated by the City must include a response to all requirements in this RFP. By submitting a response to this RFP, you are acknowledging that if one of your Proposals is accepted by the City, your Proposal and related submittals may become part of the contract.

At a minimum, Proposals must include the following items:

##### A. 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) Outline the number of years the entity has been in business, and provide an overview of the experience and background of the entity and its key personnel committed to this project.
- (ii) Identify the legal name of the entity, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), and the names of its principals or partners and authority to do business in Illinois.
- (iii) Indicate the name and telephone number(s) of the principal contact for oral presentation or negotiations.
- (iv) Summarize Respondent's commitment to comply with the MBE/WBE requirements as stated in the Special Conditions Regarding Minority Business Enterprise (**MBE**) and Women Business Enterprise (**WBE**) Commitment in Exhibit 4 of this RFP.

- (v) Identify any objections the Respondent has to the Sample Standard Professional Services Agreement terms and conditions, in its response to this RFP. A sample copy of the standard City of Chicago Professional Services Agreement terms and conditions is attached as Exhibit 12, City of Chicago Sample Professional Services Agreement. (The City may from time to time revise its Professional Services Agreement.)
- (vi) Acknowledge receipt of Addendum, if any.
- (vii) Acknowledge Respondents willingness to sign Testing Agreement in Exhibit 10 and provide an insurance certificate per the insurance requirements in Exhibit 4, if shortlisted in Phase III.

**B. Executive Summary**

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how the Respondent's proposed plan and system devices achieve those objectives.

The summary must discuss Respondent's plan for providing:

- 1) A Part A solution: Emergency Medical Services (EMS) Billing and Collections Services; and
- 2) A Part A+B solution: Emergency Medical Services (EMS) Billing and Collections Services + Patient Tracking and Mobile Electronic Patient Care and Reporting (EPCR) System Solution.

The plan should include, but is not limited to the following: approach to project management; features and functionality of the proposed equipment and software, maintenance and support services, strategies, tools and safeguards for ensuring performance of all required Services; training; and any additional added values the Respondent can provide to the City . (These elements must be described in detail in the body of the RFP response.)

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

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

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

Identify participants in Respondent's "Team." For example if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants

involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

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

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

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

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

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

Respondent must provide at least three client references for the Services substantially similar to the Scope of Services in Section II of this RFP preferably from municipalities of similar scope and magnitude as described in this RFP. Respondent may utilize the City of Chicago as one reference, if applicable. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone and email address.
- Description of equipment and Services provided similar to the Services outlined in the Scope of Services.
- The date when the Service was implemented.
- The location of the Services.
- Nature and extent of Respondent’s involvement as the prime contractor (also indicate area of secondary responsibility, if

- applicable) Identify equipment and Services, if any, subcontracted, and to what other company.
- Contract term (Start and End date, or indicate if currently providing services)
- The total dollar value of the Services.

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

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

**(iii) Capacity to Perform City Project**

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

**(iv) Business License/Authority to do Business in Illinois**

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

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

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

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

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

For each person identified, describe the following information:

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

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

#### **E. Project Management and Implementation Plan**

Respondent must provide a detailed summary of their plan for implementing and delivering the products and services requirements as outlined in Section II, Scope of Services, including proposed software, service plans, and training plan for City Administrators as applicable.

(i) Approach to Implementing Services

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

(ii) Organization Chart

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

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

A chart which identifies the proposed organizational structure and key personnel by name and title. Staffing levels of each organizational unit should be estimated. The specific role of each of the firms in a team or joint venture for each task/work activity must be described.

(iii) Dedicated Resources



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

Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the City of Chicago project including team structure, numbers and team management plans to achieve requirements for 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/ and on-going operations. Along with each resume, Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

(iv) Maintenance and Warranty

Explain how maintenance and warranty service issues are managed in other cities. What dedicated resources are available? What has been the average response time for repair?

**F. Compensation Schedule**

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

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

For Billing services, Respondent must propose a service charge based on a percentage of net collections. In addition to the base service charge percentage, Respondent shall propose a Compliance fee based on a percentage of net collections. The Compliance fee will only be paid if the result of the Compliance Audit (Section 2.2.6.1) is an error rate of less than 1%.

If Respondent would like the City to apply, in evaluating Respondent's pricing, the (1) Preference for Chicago-based businesses, (2) Incentive for Alternatively Fueled Vehicles, or (3) Incentive for Joint Ventures between Veteran-Owned Business Enterprises and Small Business Enterprises, Respondent must submit

the applicable affidavit(s) with its proposal. A description of these preferences and affidavits may be found in Exhibit 11.

#### **G. Minority and Women Business Enterprises Commitment**

Respondent must complete and submit the forms that are attached to this RFP in Exhibit 4 to evidence Respondent's proposed MBE/WBE participation in some aspect of the contract. The current Minority Business Enterprise (MBE) participation goal is 0.41%, and the current Women Business Enterprise (WBE) participation goal is 0.30% of the total contract value.

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

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

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

#### **H. Financial Statements**

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

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

Sufficient alternate documentation would be unaudited financial statements from those Respondents not required to have their financial statements audited. At a minimum, the statements need to be the balance sheets and income statements (or equivalent) for the requested three years. Assets/liabilities and

income/expenses must be presented in adequate detail for the City to assess the financial condition of the Respondent.

**I. Economic Disclosure Statement and Affidavit (“EDS”)**

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

**The Respondent submitting as the prime contractor 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.**

**J. Legal Actions**

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

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

information from Respondent's team members during the evaluation process.

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

**K. 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 6.

**V. EVALUATING PROPOSALS**

**5.1 Evaluating Proposals**

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

The EC will first consider the completeness and responsiveness of the Respondent's two Proposals (Part A and Part A+B). The RFP proposal evaluation process is organized into three phases:

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

Phase I - Preliminary Proposal Assessment

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

Phase II - Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent's proposal meets the project requirements set forth in the RFP that will include a detailed analysis of the Respondent's qualifications, experience, proposed implementation plan, compensation schedule and other factors based on the evaluation criteria outlined in Section 5.2, Evaluation Criteria.

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

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

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

## **5.2. Evaluation Criteria**

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
  - i. Ability to provide the Services described in the RFP, including capacity to achieve the project goals, objectives and scope of services described in this RFP.
  - ii. Professional Qualifications and Specialized Experience of Respondent and Team Committed to this Project.
  - iii. Professional Qualifications and Specialized Experience of Respondent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to this project.
  - iv. 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, staffing plan, local availability and commitment of personnel who will manage and oversee the City of Chicago project.

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

- C. Compensation Schedule relative to information provided in Exhibit 3. The City will consider the competitiveness, adequacy and reasonableness of proposed costs for the Part A+B solution, and/or Part A solution, if applicable. In evaluating the reasonableness of proposed costs, the City may apply: (1) Preference for

Chicago-based businesses, (2) Incentive for Alternatively Fueled Vehicles, (3) Incentive for Joint Ventures between Veteran-Owned Business Enterprises and Small Business Enterprises.

- D. The level, relevancy and quality of participation by MBE/WBE firms certified by the City of Chicago and/or Cook County. It should be noted that non-responsiveness to this requirement may be cause for the prospective Respondent to be disqualified.
- E. Legal Actions - The EC will consider any legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.
- F. Financial Stability – The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.
- G. Compliance with Laws, Ordinances, and Statutes – The EC will consider Respondent’s compliance with all laws, ordinances, and statutes governing the contract. See Online City of Chicago EDS Instructions and Attachment A, Online EDS Acknowledgement form in Exhibit 5.
- H. Conflict of Interest – The EC will consider any information regarding Respondent, including information contained in Respondent’s Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent’s ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.
- I. Degree to which the Respondent accepts the City’s Sample Professional Services Agreement (PSA) in Exhibit 12 that will impact contract negotiations.

## **VI. SELECTION PROCESS**

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

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

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

## **Live Demonstration of Equipment**

For the Part A+B solution, the short-listed Respondents will be required to provide working samples of proposed hardware and software in order to provide a hands-on demonstration and field testing for practical evaluation and the ability to perform other tests.

The Respondent may be required to provide a demonstration of all functionality as described in the RFP submittal, and provide training to select operators. Note: the Respondent should list any functions which may not be demonstrated because of any limitation.

If required to do so, the Respondent will allow the City to test their proposed equipment for a maximum trial period of up to two (2) months (at the City's option) in order to evaluate the proposed product and performance characteristics under normal working conditions. All costs required in order to implement and interface, in order to test functionality of proposed equipment shall be borne by the Respondent except for City personnel costs, where applicable.

Hosted system operability shall also be demonstrated.

To the extent possible, real-time testing of data transmission, and wireless communication to city and/or third party databases shall be demonstrated.

All demonstrations must be provided to the EC (as may be reasonably scheduled) and at no charge to the City. The Respondent must sign the Testing Agreement in Exhibit 10 and provide an insurance certificate per the insurance requirements in Exhibit 6.

Following oral presentations and/or demonstrations, the Evaluation Committee will make a final evaluation of the Respondents and submit its recommendation to the City Comptroller and Commissioner of the Department of Fire. 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 City Comptroller and/or the Commissioner of the Chicago Fire Department 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 City Comptroller's and/ or the Commissioner of the Chicago Fire Department'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 City Comptroller, Commissioner of the Fire Department 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.

## **VII. ADDITIONAL DETAILS OF THE RFP PROCESS**

### **7.1 Addenda and/or Clarifications**

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

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

Copies of the take-out list, and any addenda, are available from the Department of Procurement Services, Bid & Bond Room 103, City Hall, 121 North LaSalle Street, Monday-Friday, 8:30 a.m. - 4:30 p.m.; 312-744-9773; and via the Internet at the Department of Procurement website: [www.cityofchicago.org/Procurement](http://www.cityofchicago.org/Procurement).

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

1. Responses to questions and requests for clarification sent to the Department of Procurement Services according to the provisions of Section 3.1.A herein; or
2. Responses to questions and requests for clarification raised at the Pre-Proposal Conference or by the deadline for submission of questions.

### **7.2 City's Rights to Reject Proposals**

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

### **7.3 No Liability for Costs**

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

### **7.4 Prohibition on Certain Contributions – Mayoral Executive Order No. 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 Proposal.

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.

## **7.5 False Statements**

### **(a) 1-21-010 False Statements**

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

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

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

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

### **(c) 1-21-030 Enforcement.**

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

**EXHIBIT 1  
COMPANY PROFILE INFORMATION**

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

- (1) Legal Name of Firm: \_\_\_\_\_
- (2) Doing Business under Other Company Name?  
If yes, Name of Company: \_\_\_\_\_
- (3) Headquarters Address: \_\_\_\_\_
- (4) City, State, Zip Code: \_\_\_\_\_
- (5) Web Site Address: \_\_\_\_\_
- (6) Proposed Role:  Prime       Subcontractor/Subconsultant       Joint Venture Partner  
 Supplier or  Other: \_\_\_\_\_
- (7) Number of Years in Business: \_\_\_\_\_
- (8) Total Number of Employees: \_\_\_\_\_
- (9) Total Annual Revenues separated by last 3 full fiscal years: \_\_\_\_\_
- (10) Major Products and/or Services Offered:  
\_\_\_\_\_  
\_\_\_\_\_
- (11) Other Products and/or Services:  
\_\_\_\_\_  
\_\_\_\_\_
- (12) Briefly describe your firm's approach to providing Part A: Emergency Medical Services (EMS) Billing and Collections Services; and/or Part B: Patient Tracking and Mobile Electronic Patient Care and Reporting (EPCR) System Solution for a client:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (13) Briefly describe your firm's demonstrated experience implementing Part A: Emergency Medical Services (EMS) Billing and Collections Services; and/or Part B: Patient Tracking and Mobile Electronic Patient Care and Reporting (EPCR) System Solution for clients:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT 2  
COMPANY REFERENCES/CLIENT PROFILE INFORMATION**

**Submit a completed client profile information sheet for each company reference. Provide a minimum of three (3) references relevant for a Part A+B solutions and a Part A solution.**

- (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: \_\_\_\_\_
- (10) Initial Contract Amount: \$\_\_\_\_\_ Final Contract Amount: \$\_\_\_\_\_
- (11) Describe how the Part A: Emergency Medical Services (EMS) Billing and Collections Services; and/or Part B: Patient Tracking and Mobile Electronic Patient Care and Reporting (EPCR) System Solution goals were met. What was the outcome of the project? Attach additional pages, as necessary.

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

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

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

- (13) Is the client still utilizing your company's Part A: Emergency Medical Services (EMS) Billing and Collections Services; and/or Part B: Patient Tracking and Mobile Electronic Patient Care and Reporting (EPCR) System Solution?

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

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

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

**EXHIBIT 3  
COMPENSATION SCHEDULE**

**Part A**

Item Description	Year 1	Year 2	Year 3	Year 4	Year 5
Billing and Collection Service Charges Inclusive of all costs, including postage.	_____ % of Net Collections	_____ % of Net Collections	_____ % of Net Collections	_____ % of Net Collections	_____ % of Net Collections
Compliance Fee Paid for monthly audited error rates of less than 1.0%	_____ % of Net Collections	_____ % of Net Collections	_____ % of Net Collections	_____ % of Net Collections	_____ % of Net Collections

**Part B**

Item Description	Year 1	Year 2	Year 3	Year 4	Year 5
Collection, Storage and Reporting of Patient data	\$_____ Year	\$_____ Year	\$_____ Year	\$_____ Year	\$_____ Year
Hardware/Software for Collection of Patient data. All inclusive. (75 units per year with potential to increase to 160) - only equipment not installation to apparatus	\$_____ per unit	\$_____ per unit	\$_____ per unit	\$_____ per unit	\$_____ per unit
Equipment and Parts for Repair or Replacement of Hardware (not due to normal use or upgrade)	\$_____ Mark-Up over Cost	\$_____ Mark-Up over Cost	\$_____ Mark-Up over Cost	\$_____ Mark-Up over Cost	\$_____ Mark-Up over Cost
Labor for Repair or Replacement of Hardware (not due to normal use or upgrade)	\$_____ Hour	\$_____ Hour	\$_____ Hour	\$_____ Hour	\$_____ Hour

## COMPENSATION SCHEDULE

### Extension Option Years

#### Part A

Item Description	Year 6	Year 7	Year 8
Billing and Collection Service Charges Inclusive of all costs, including postage.	_____% of Net Collections	_____% of Net Collections	_____% of Net Collections
Compliance Fee Paid for monthly audited error rates of less than 1.0%	_____% of Net Collections	_____% of Net Collections	_____% of Net Collections

#### Part B

Item Description	Year 6	Year 7	Year 8
Collection, Storage and Reporting of Patient data	\$_____Year	\$_____Year	\$_____Year
Hardware/Software required for Collection of Patient data - per unit all inclusive – 75 each per year - potential to increase to approximately another 160 - only equipment not installation to apparatus	\$_____Each	\$_____Each	\$_____Each
Equipment and Parts for Repair or Replacement of Hardware (not due to normal use or upgrade)	\$_____Mark-Up over Cost	\$_____Mark-Up over Cost	\$_____Mark-Up over Cost
Labor for Repair or Replacement of Hardware (not due to normal use or upgrade)	\$_____Hour	\$_____Hour	\$_____Hour

**EXHIBIT 4**

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

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

### **I. POLICY AND TERMS**

It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, shall have full and fair opportunities to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, and shall take affirmative action to ensure that MBEs and WBEs shall have full and fair opportunities 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 Contract Goal: 0.41%  
WBE Contract Goal: 0.30%

The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all 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 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 shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.

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

Pursuant to 2-92-535, the prime contractor may apply to 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.

## II. DEFINITIONS

- a. "Area of Specialty" means the description of a MBEs 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 and 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 towards 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. "B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC 2-92-586.
- c. "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 issued by the City.
- d. "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.
- e. "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.
- f. "Chief Procurement Officer" or "CPO" means the Chief Procurement Officer of the City of Chicago or his or her designee.
- g. "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.
- h. "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract.
- i. "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.
- j. "Direct Participation" the total value of payments made to MBE or WBE firms for work that is completed 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.
- k. "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.
- l. "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.
- m. "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.)

- n. "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.
- o. "Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor pursuant to 2-92-535, that is approved by the City of Chicago and complies with all requirements of 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.
- p. "Minority 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.
- q. "Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.
- r. "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 the 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.
- s. "Women 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.

### **III. Joint Ventures**

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet the contract's MBE/WBE participation 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's MBE/WBE participation goals only if:
  - 1. 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;
  - 2. 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;
  - 3. Each joint venture partner executes the bid to the City; and
  - 4. 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 1, 2, and 3 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's MBE/WBE participation 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's MBE/WBE participation 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's MBE/WBE participation 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 proposal 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:

1. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
2. 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;
3. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
4. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

**Notice:** 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.

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

#### IV. COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT GOALS

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 certified as both a MBE and a WBE may only 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.
  - 1. 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.
  - 2. 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.
- 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. If the MBE or WBE performs the work itself:
  - 1. 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:
  - 1. 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:
  - 1. 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:
  - 1. 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.
  - 2. As defined above, Brokers provide no commercially useful function.
- G. If the MBE or WBE is a member of the joint venture contractor/bidder:
  - 1. 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
  - 2. 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 Schedule B.
  - 3. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs, however, work subcontracted out to non-certified firms may not be counted.
- H. If the MBE or WBE subcontracts out any of its work:
  - 1. 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.
  - 2. 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.1. above).

3. 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, may be counted toward the Contract Specific Goals, 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.
4. 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.
5. 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.

## **V. 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 waivers of the MBE/WBE commitment goals of a particular contract are appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

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

All bidders 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:

- 1) Bidders responding to Request for Proposals (RFPs) who have been identified as a sort 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
- 2) 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.

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

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

1. The bidder 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:

- a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs;
- b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:
  - i. Name, address, email and telephone number of MBE/WBE firms solicited;
  - ii. Date and time of contact;
  - iii. Person contacted;
  - iv. Method of contact (letter, telephone call, facsimile, email, etc.).
- c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
  - v. Project identification and location;
  - vi. Classification/commodity of work items for which quotations were sought;
  - vii. Date, item, and location for acceptance of subcontractor bids;
  - viii. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why negotiations were not successful;
  - ix. 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**

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
  - a. 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).
  - b. A listing of all potential subcontractors contacted for a quotation on that work item;
  - c. Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
3. Other documentation that 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:
  - a. The City's estimate for the work under a specific subcontract;
  - b. The bidder's own estimate for the work under the subcontract;
  - c. An average of the bona fide prices quoted for the subcontract;
  - d. Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

## **B. Assist Agency Participation**

Every waiver and/or reduction request must include evidence that the bidder/contractor has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community shown in Attachment A. 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 when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

### **C. Impracticability**

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

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices, or standards not previously known by the 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.

## **VI. 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: 1) An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or 2) 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:

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

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 accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C-1 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 has been

submitted with the bid, an executed original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five (5) 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.

**B. 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.

**C. Joint Venture Agreements.**

If the bidder's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/contractor 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 III 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).

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

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

**E. 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.

**VII. 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 audit. 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 MBE and WBE, including zero dollar amount payments, the MBE and WBE 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 that is the lesser of perpetuity or as authorized by state record retention laws. Full access to these records shall be granted to City, federal or state authorities or other authorized persons. In any event the provisions of the Local Records Act must be followed before destruction.

### **VIII. CHANGES TO COMPLIANCE PLAN**

- A. 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.

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

1. Unavailability after receipt of reasonable notice to proceed;
2. Failure of performance;
3. Financial incapacity;
4. Refusal by the subcontractor to honor the bid or proposal price or scope;
5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
6. Failure of the subcontractor to meet insurance, licensing, or bonding requirements;
7. The subcontractor's withdrawal of its bid or proposal;
8. Subcontractor provided false information; or
9. De-certification the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
10. Termination of a Mentor Protégé Agreement.

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

1. 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.
2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
3. 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 V. 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.
4. 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.
5. 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.

D. 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.

## **IX. NON-COMPLIANCE AND DAMAGES**

A. 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 to comply with MBE or WBE participation requirements; 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.

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

C. Pursuant to 2-92-445, remedies or sanctions may include a penalty in the amount of the discrepancy

between the amount of the MBE/WBE participation commitment and the achieved amount of MBE/WBE participation, 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.

- D. The contractor shall have the right to protest the determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-445 of the Municipal Code of the City of Chicago, within 15 business days of the determination.

**X. 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 arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, 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's and arbitrator fees, as damages to a prevailing MBE/WBE.

- D. The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) 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.

**XI 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 related to bidder or contractor and subcontractor obligations.

**CITY OF CHICAGO Department of Procurement Services  
ATTACHMENT A: Assist Agencies (January 2012)**

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

150 N. Michigan Ave. Suite 2800  
Chicago, IL 60601  
Phone: (312) 624-7733  
Fax: (312) 624-7734  
Web:

**Alliance of Minority and Female Contractors**

c/o Federation of Women Contractors  
5650 S. Archer Avenue  
Chicago, IL 60638  
Phone: (312) 360-1122  
Fax: (312) 360-0239

**American Brotherhood of Contractors Business Development Center**

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

**Asian American Institute**

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

**Association of Asian Construction Enterprises**

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

**Black Contractors United**

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

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

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

**Chicago Area Gay & Lesbian Chamber of Commerce**

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

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

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

**Chicago Urban League**

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

**Cosmopolitan Chamber of Commerce**

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

**Federation of Women Contractors**

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

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

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

**Illinois Hispanic Chamber of Commerce**

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

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

**RETURN RECEIPT REQUESTED**

(Date)

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

(Assist Agency Name and Address)

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

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

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

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

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

\_\_\_\_\_ at \_\_\_\_\_  
Name of Company Representative  
Address/phone

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

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

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

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

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

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

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

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

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VIII. Financial Controls of joint venture:

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

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

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

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

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.

\_\_\_\_\_

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\_\_\_\_\_

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

Signature of Notary Public

\_\_\_\_\_

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

(SEAL )



**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

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

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 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.

**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
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 (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 %
2. Name of MBE/WBE: Address: Contact Person: Phone Number: Dollar Value of Participation; \$ Percentage of Participation %
3. Name of MBE/WBE: Address: Contact Person: Phone Number: Dollar Value of Participation; \$ Percentage of Participation %

4. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dollar Value of Participation; \$ \_\_\_\_\_  
Percentage of 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 % \_\_\_\_\_

2. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dollar Value of Participation; \$ \_\_\_\_\_  
Percentage of Participation % \_\_\_\_\_

3. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dollar Value of Participation; \$ \_\_\_\_\_  
Percentage of Participation % \_\_\_\_\_

4. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dollar Value of Participation; \$ \_\_\_\_\_  
Percentage of Participation % \_\_\_\_\_

5. Attach Additional Sheets as Needed

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

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

1. MBE Direct Participation

<b>MBE Firm Name</b>	<b>Dollar Amount Participation (\$)</b>	<b>Percent Amount Participation (%)</b>
<b>Total Direct MBE Participation</b>		

2. MBE Indirect Participation

<b>MBE Firm Name</b>	<b>Dollar Amount Participation (\$)</b>	<b>Percent Amount Participation (%)</b>
<b>Total Indirect MBE Participation</b>		

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

1. WBE Direct Participation

<b>WBE Firm Name</b>	<b>Dollar Amount Participation (\$)</b>	<b>Percent Amount Participation (%)</b>
<b>Total Direct WBE Participation</b>		

2. WBE Indirect Participation

<b>WBE Firm Name</b>	<b>Dollar Amount Participation (\$)</b>	<b>Percent Amount Participation (%)</b>
<b>Total Indirect WBE Participation</b>		

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:

\_\_\_\_\_

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(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 5**

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

**AND**

**ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT**



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

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) FOR PART A: EMERGENCY MEDICAL SERVICES (EMS) BILLING AND COLLECTIONS SERVICES; AND PART B: PATIENT TRACKING AND MOBILE ELECTRONIC PATIENT CARE AND REPORTING (EPCR) SYSTEM SOLUTION FOR THE CITY OF CHICAGO, SPECIFICATION NO. 120173, THE RESPONDENT SHALL SUBMIT 2 DOCUMENTS: 1) A “**CERTIFICATE OF FILING**” EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED **ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT** SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

**1. ONLINE EDS FILING**

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

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

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

**1.2. ONLINE EDS WEB LINK**

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

**1.3. ONLINE EDS NUMBER**

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

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

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

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. See Section 4.2, Item I, Required Contents of Proposal in the RFP. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

**1.5. PREPARATION CHECKLIST FOR REGISTRATION**

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

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

**1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION**

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

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

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

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

- \_\_\_\_\_ 8. Contract related information (if applicable):
  - \_\_\_\_\_ a. City of Chicago contract package
  - \_\_\_\_\_ b. Cover page of City of Chicago bid/solicitation package
  - \_\_\_\_\_ c. If EDS is related to a mod, then cover page of your current contract with the City.
- \_\_\_\_\_ 9. List of subcontractors and retained parties:
  - \_\_\_\_\_ a. Name
  - \_\_\_\_\_ b. Address
  - \_\_\_\_\_ c. Fees – Estimated or paid

**1.7. EDS FREQUENTLY ASKED QUESTIONS**

**Q: Where do I file?**

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

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

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out

the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

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

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

**Q: Who is the Applicant?**

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

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

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

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

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

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

A: "Person" means a human being.

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

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

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

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

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

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

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

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

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

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

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

to create an identical username for the Online EDS if it is not already taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure

Socket Layer (SSL for short) to the “Online EDS” login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication, Only you will have knowledge of this unique identification information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT A  
ONLINE EDS ACKNOWLEDGEMENT**

The undersigned, hereby acknowledges having received Specification No. 120173 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) \_\_\_\_\_, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

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

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

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

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

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

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

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

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

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

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

**EXHIBIT 6**

**CONTRACT INSURANCE REQUIREMENTS  
AND INSURANCE CERTIFICATE**

## **INSURANCE REQUIREMENTS**

### **Department of Finance and Chicago Fire Department EMS Billing and Patient Transport Tracking System**

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

#### **A. INSURANCE TO BE PROVIDED**

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

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

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

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

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

4) Error & Omissions/Professional Liability

When any accountants/financial professionals, system technicians/engineers, web architects/technicians, project/program managers or administrators, client services management professionals, electronic data processing (EDP) professionals including but not limited to system programmers, hardware and software designers/consultants or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance (including Technology Errors and Omissions and Cyber Liability) covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include performance of or failure to perform EDP, performance of or failure to perform other computer services and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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



5) Valuable Papers

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

6) All Risk Property/Installation

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

Contractor is responsible for all loss or damage to City property at full replacement cost including but not limited to City systems/equipment, materials or supplies that results from this Agreement during installation, maintenance or repairs; and if applicable, for any loss or damage to City of Chicago property/data while being stored at Contractor's site.

Operations Center  
Hosting Site – (If Applicable)

Contractor is to provide evidence of All Risk Property Insurance for Property (Hosting) Site and Operations Center of Contractor that is part of the Agreement.

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

7) Crime (IF APPLICABLE)

The Contractor must provide Blanket Crime coverage covering all persons handling funds under this Contract, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies collected, received and in the possession of Contractor at any given time.

8) Directors and Officers Liability

Directors and Officers Liability Insurance must be maintained in connection with this Agreement with limits of not less than \$1,000,000. Coverage must include any actual or alleged act, error or omission by directors or officers while acting in their individual or collective capacities. When policies are renewed or replaced, the policy retroactive date must coincide with, precede commencement of services by the Contractor under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

**B. ADDITIONAL REQUIREMENTS**

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North La Salle Street, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverage have an expiration or renewal date occurring during the term of this

Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverage. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

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

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

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

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

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

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

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

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

Specification #: 120173  
 RFP: \_\_\_\_\_  
 Project #: \_\_\_\_\_  
 Contract #: \_\_\_\_\_

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

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____  General Aggregate \$ _____  Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker=s Compensation and Employer=s Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

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

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured City of Chicago Procurement Department 121 N. LaSalle St., #806 Chicago, IL 60602	Signature of Authorized Rep. _____ Agency/Company: _____ Address _____ Telephone _____

## EXHIBIT 7

### Business Associate Agreement

The following terms and conditions are intended to comply with the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, which is part of the American Recovery and Reinvestment Act of 2009, and their implementing regulations:

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated thereunder, including the privacy, security, breach, omnibus, and enforcement rules, as each may be amended from time to time (collectively, "HIPAA"). See 45 C.F.R. Parts 160 and 164.

Specifically, the following terms used in this Business Associate Agreement shall have the same meaning as in HIPAA: **Breach, Business Associate, Covered Entity, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information ("PHI"), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.** The term "**Breach**" has the meaning as set forth in HIPAA when capitalized below, but has the ordinary dictionary meaning when not capitalized below. For purposes of this Business Associate Agreement, the covered entity is the City of Chicago ("City") and the terms "Protected Health Information" and "PHI" include electronic PHI ("ePHI").

1. Uses and Disclosures of Protected Health Information ("PHI"). Business Associate must not use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as required by law. Business Associate may only use and disclose PHI obtained from or on behalf of the City as necessary to perform functions, activities, or services for, or on behalf of, the City as specified in the underlying Agreement.

If Business Associate is authorized to use PHI to de-identify the information in accordance with 45 C.F.R.

§ 164.514(a)-(c), Business Associate is not permitted to use or disclose the de-identified information for purposes other than those specified in the underlying Agreement.

Business Associate must not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the City.

Business Associate agrees to make uses and disclosures and requests for PHI subject to the following minimum necessary requirements: Business Associate must make reasonable efforts to limit the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request; Business Associate agrees to make uses and disclosures and requests for PHI subject to minimum necessary provisions that are consistent with the City's minimum necessary policies and procedures.

2. Safeguards of Protected Health Information. Business Associate must use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent the use or disclosure of PHI other than as provided for in this Business Associate Agreement or the underlying Agreement.

3. Mitigation. Business Associate must mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Breach or of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.
4. Reporting of Breaches and Security Incidents. Business Associate must report to the City any use or disclosure of PHI not provided for by this Business Associate Agreement or the underlying Agreement of which it becomes aware, including Breaches of unsecured PHI as required at 45 C.F.R. § 164.410, and any security incident of which it becomes aware. Business Associate's report will include the information described in 45 C.F.R. § 164.404(c) and such other information as the City may reasonably request.
5. Applicability of Business Associate Agreement to Subcontractors and Agents. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate must ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. See 45 C.F.R. §§ 164.504(e) and 164.314(a). Business Associate must ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent the use or disclosure of PHI other than as provided for in this Business Associate Agreement or the underlying Agreement.
6. Designated Record Sets - Access. If the Business Associate has PHI in a Designated Record Set, then Business Associate must provide access to or make available, at the request of the City, and in the time and manner designated by the City, PHI in a Designated Record Set, to the City or, as directed by City, to an individual or the individual's designee, as necessary to satisfy the City's obligations under 45 C.F.R. § 164.524.
7. Designated Record Sets – Amendment(s). If the Business Associate has PHI in a Designated Record Set, then the Business Associate must make any amendment(s) to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the City or an individual, in the time and manner designated by the City, or take other measures as necessary to satisfy the City's obligations under 45 C.F.R. § 164.526.
8. Internal Practices, Books, and Records. Business Associate must make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the 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 compliance with HIPAA.
9. Accounting of Disclosures. Business Associate must maintain and make available, to the City or an individual, in the time and manner designated by the City, the information required to provide an accounting of disclosures to the individual as necessary to satisfy the City's obligations under 45 C.F.R. § 164.528.
10. Compliance with Obligations. To the extent the Business Associate is to carry out one or more of the City's obligation(s) under Subpart E of 45 C.F.R. Part 164, the Business Associate must comply with the requirements of Subpart E that apply to the City in performance of such obligation(s).

11. Survival, Termination, and Return or Destruction of Protected Health Information. The Business Associate's obligations under this Business Associate Agreement shall survive termination of the underlying Agreement and remain in effect:

(a) until Business Associate has completed the return or destruction, at the City's option, of all of the PHI received from the City, or created, maintained, or received by Business Associate on behalf of City, which the Business Associate still maintains in any form, and

(b) to the extent that Business Associate maintains PHI in any form, if such return or destruction is not feasible.

Business Associate shall retain no copies of the PHI. Destruction must occur in accordance with the United States Department of Health and Human Services' *Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals*, available at <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html>, or successor documents.

In the event that return or destruction is not feasible, and Business Associate maintains PHI in any form, Business Associate must limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

In the event of a breach of the terms of these contractual obligations, the cure and remedies of the underlying Agreement shall govern. HIPAA's privacy rule (45 C.F.R. § 164.504(e)(2)) requires that the Business Associate authorizes termination of this Business Associate Agreement by the City, if the City determines that the Business Associate has violated a material term of this Business Associate Agreement.

12. Designation of HIPAA Officers. In the event that the Business Associate wishes to communicate with the City's HIPAA Privacy and Security Officers for purposes of this Business Associate Agreement, the contact information of such officers is as follows:

Vanessa Burrows  
HIPAA Privacy Officer  
312-747-9698  
[hipaaprivacyofficer@cityofchicago.org](mailto:hipaaprivacyofficer@cityofchicago.org)

Arlan McMillan  
HIPAA Security Officer  
312-744-1345  
[hipaasecurityofficer@cityofchicago.org](mailto:hipaasecurityofficer@cityofchicago.org)

**EXHIBIT 8**  
**PART A & B CHECKLISTS**

PART A CHECKLIST

This checklist is a supplement to the Respondent's narrative proposal response used to determine if each requirement in PART A has been addressed in the Respondent's proposal, and whether such requirements shall be provided by the Respondent or not. The City shall assess the responses given as part of the evaluation process.

Where applicable, affirm, via a check mark √, if the criteria listed below will be met or will not be met, in the appropriate columns. If a criterion is checked with a check mark (√) as will be met, then, unless otherwise indicated, the indication is that the Respondent has existing capacity and resources to deliver the requirement now and during the awarded contract period pursuant to this RFP.

If any criterion will not be met, provide a written explanation *why* it will not or cannot be met, and describe any alternative or other work-around solution proposed that would achieve the same or acceptable end result (as determined by the City). Provide the explanation as part of your proposal including, the PART A section reference numbers.

	Description	Check √ if Will be Met	Check √ if Will Not be Met
<b>2.2.2</b>	<b>Service Level Requirements</b>		
A	Customer Service will operate a call center between the hours of 8:00 a.m. and 5:00 p.m. (CST) Central Standard Time, Monday through Friday.		
B	The average wait time must be held to a minimum not to exceed 2 minutes and voice mail messages must be returned within 24 hours.		
C	The Contractor's system must be available and operational 99.5% of the City's business hours per month.		
D	Contractor must invoice all billable accounts within 14 days of receipt from the City.		
E	All payments must be posted to the Contractor's system and reported to City within 2 business days of receipt.		
F	Suspense payments must be researched on a daily basis and processed within 2 business days.		
G	Resolution of claim disputes and/or denials and performing follow-up services with insurance companies within 48 hours of receipt of denial		
H	Contractor must adhere to escalation procedures to notify the City of defined issues or events.		
I	Contractor must have sufficient staff dedicated to the contract.		
J	Contractor must provide standard reports as defined by the City by the report due date.		
K	Contractor must have the ability to provide adhoc reports as required by the City.		
L	Refunds must be processed within an average of one week from the date of overpayment.		
<b>3.2</b>	<b>Functional Requirements</b>		
A	Contractor must have a secure Account Management/Accounts Receivable system.		
B	The Contractor is required to provide full access to its system to authorized City users.		
C	The system is required to accept transport data received from CFD.		
D	The system must be user friendly and efficiently and effectively manage all aspects of a Patient's account.		
E	System requirements include, but are not limited to:		
1	Assignment of a unique identifier to each new transport event and create a transport record.		
2	Establish a Patient ID which will allow the Contractor to retrieve all transport records associated with that		
3	Display all significant transport data, including CFD transport number.		
4	Display selected Patient data.		
5	Display treatment administered and supplies used.		
6	Reproduce, store, and print the PCR on a secure web server to allow personnel to use an internet browser to access/print treatment information from a website maintained by the Contractor.		
7	Evaluate accounts to identify and record the proper notices to be sent, billing category (i.e., BLS Emergency, ALS1 advanced care or ALS2 very advanced care) and assess related fees.		
8	Transmit transport, Patient and treatment data from Contractor's EMS database to the City using a transmission protocol that requires data to be encrypted during transmission.		
9	Validate Patient address data against ("NCOA") National Change of Address database.		
10	Verify that each transport record has an associated Patient care record.		
11	Implement controls to ensure that data has been properly transmitted from all applicable sources such as CFD's mobile computers, CFD's PCR software, etc.		
12	Update the EMS database with Patient and insurance information obtained at any point in the process.		
13	Retain all database records online for a period of ten years and archive historical data in accordance with (5 ILCS 160/) State Records Act.		
14	Track and display sufficient detail for all account activities and transactions including, but not limited to bills and notices sent, payments received, correspondence received, Patient inquiries.		
15	Display of correspondence sent to or received from a given Patient or related to a specific transport and		
16	Capability to produce an itemized statement/invoice of ambulance charges that can be printed on demand.		
F	Patient accounts should be able to be queried by, at a minimum:		
1	EMS Patient account number		
2	CFD Unique Identifier		
3	Policy Number/ID		
4	Patient Name		
5	Date of service		
6	Date of Patient birth		
G	Allow multiple insurer records to be associated with one Patient.		
H	Allow multiple Patients to be associated with a transport.		



I	Allow multiple treatment records to be associated with a Patient.		
J	Allow multiple billing and/or collection notices to be associated with a Patient.		
K	Allow multiple customer service contacts (inbound and outbound) to be associated with a		
L	Allow multiple claims to be associated with a Patient/provider.		
M	Allow multiple payments to be associated with a Patient or a Patient/provider.		
N	Maintain a table of applicable ICD Codes (ICD 9 and/or 10 or higher) treatment codes and related fees.		
O	Maintain a table of supplies and related fees.		
P	Analyze treatment records to evaluate treatments to accurately determine category of services delivered per Medicare, Medicaid, Insurance rules and regulations.		
Q	Capture/calculate mileage of the transport event.		
R	Track all users that access Patient and treatment information.		
S	Identify accounts with missing Patient names, undeliverable addresses and insurance coverage information.		
<b>2.2.4</b>	<b>Interface with City Systems</b>		
A	The Contractor must assume full responsibility, for providing a seamless technical integration with the City's current operational systems and provide full compliance with HIPAA and/or other Federal Regulations, where applicable. Data specific to the EMS transports will be transferred to the Contractor from OEMC for processing on a daily basis in a file format and transfer mode as directed by the City. The Contractor will also be required to import PCR data into the Contractor's billing system.		
B	Patient demographic data must be sent wirelessly directly from responding CFD personnel to OEMC for resource tracking. Patient data, treatment and transport information must be interfaced to the Contractor's system for proper medical coding, signature review and billing. Respondent's proposal must		
C	Integration of patient demographic data is subject to applicable data privacy or HIPAA regulations.		
D	If City opts to utilize Respondent's hardware and/or software for patient tracking and/or recording of patient demographic, treatment and transport data, Respondent will be required to integrate with the City's OEMC system(s).		
E	The Contractor must interface with the City's cashiering system via file transfer utilizing secure SFTP, or other mode of file transfer as directed by the City. Contractor must accept payment files from the City lockbox and the cashiering system, as well as, provide payment files to the cashiering system. Specific file formats and timing of such files will be directed by the City and are required to conform to City specifications. Contractor must capture City and/or lockbox identifiers in their system for cross reference purposes.		
F	The Contractor must interface with the City's ARMS system via file transfer utilizing secure SFTP, or other mode as directed by the City. Contractor will transmit relevant data, including account status, for all accounts to the City to be loaded into ARMS. Specific file formats and timing of such files will be directed by the City and are required to conform to City specifications.		
G	IF THE PATIENT DATA INFORMATION PORTION IS ACCEPTED, patient data systems must be able to accept initial run information from CAD and send close of run information to City CAD.		
	<b>EMS Billing and Collections</b>		
A	Determination/Calculation of charge amounts utilizing the City's charge metrics.		
B	Identification of insurance or other medical coverage.		
C	Billing individuals and third party payers.		
D	Production of bills and custom notices.		
E	Submission of claims electronically, where available.		
F	Medical Coding of EMS transports and/or responses.		
G	Processing of payments and accurate posting, tracking and management of payment information, including electronic payments.		
H	Receipt, processing and maintenance of EFT or paper form payment source documentation from Medicare, Medicaid, and third-party insurers.		
I	Resolution of claim disputes and/or denials and performing follow-up services with insurance companies.		
J	Receipt and management of incoming mail.		
K	Efficient mailing of NPP notices.		
L	Obtaining supplemental information for accounts with unidentified or missing Patient information through hospital interfaces, insurance verification, and other sources.		
M	Provide toll-free customer service for telephone inquiries.		
N	Production of bills for outstanding balances on demand.		
O	Host and maintain all detailed Patient records as backup documentation and audit support.		
P	Process refunds according to City policy.		
Q	Process returned payments according to City policy.		
R	Provide financial and statistical reports to DOR and CFD.		
S	Host a secure customer service website where Patients can update insurance information and make payments.		
T	Automatically return accounts to the City upon request or based on a specific set of criteria.		
U	Perform monthly self-audits for billing compliance with Medicaid, Medicare and other applicable regulations.		
V	Verification and coding of transports in relation to Medicaid and Medicare signature, medical necessity and other rules.		

W	Maintain and update the records on accounts closed in vendor's system as they are collected, written off or returned to City for referral to outside collection agencies.		
<b>2.2.5.1</b>	<b>Billing</b>		
A	Maintain Patient transport information, demographic and treatment care data and maintain related databases.		
i.	Patient condition		
ii	Treatment		
iii.	Disposition during large scale incidents		
iv.	Incident type		
v.	Patient Response		
B	Provide billing and capture data collected on transport fees, records management and financial reporting services.		
C	Utilize Certified Coders to properly code billing records. The Certified Coders, at a minimum, must be able to perform the following services:		
i.	Properly code EMS services provided to the Patient		
ii	Determine medical necessity of a transport and code account accordingly		
iii.	Determine if the City's signature protocol for the transport has been met and code account accordingly		
iv.	Review all transport documentation in order to apply the appropriate codes for the Patient's condition, the origin and destination and the levels of service provided (i.e. BLS or ALS1 or ALS2)		
v.	Determine if a "GM" and/or "GY" modifier is required prior to billing a claim to Medicare or Medicaid		
D	Ensure that only those transports received with a complete PCR from CFD are billed.		
E	Identify and follow up with CFD for missing PCRs.		
F	Provide billing services for non-transport services and supplies. (Non-transports are not currently billed by the City.)		
G	Identify missing information and obtain, electronically and/or manually, from CFD and other sources e.g. hospital facilities skip tracing products and/or clearinghouses) to obtain information necessary to bill for the transport e.g. missing and/or invalid demographics.		
H	Review PCRs for completeness, identify missing information and follow up with CFD to obtain missing information e.g. demographics.		
I	Have the ability to obtain insurance or other medical coverage information via upfront eligibility checks performed as an automatic and/or manual function.		
J	Continually monitor claims and contact insurance companies and other providers to determine status of open claims. Perform pre-submission audits to ensure that all claims submitted to federal/state programs for reimbursement:		
i.	Accurately represent the medical condition of the Patient and the services provided.		
ii	Are supported by complete documentation, including Patient signatures or required alternative documentation and evidence of PCS compliance for non-emergency transports.		
K	Ensure bills and notices are mailed efficiently and are received in a timely manner by the Patients or 3rd party payers.		
L	Submit claims electronically, where applicable.		
M	Properly bill secondary and tertiary insurance claims.		
N	Follow-up on all rejected or denied claims and resolve all related issues to ensure that claims are paid and meet all regulatory deadlines.		
O	Contractor must have the capability to update accounts with messages and/or transaction codes to document changes, including but not limited to:		
i.	Updated demographics		
ii	Updated insurance		
iii.	Insurance denial reason		
iv.	refund reason		
v.	charity discount		
vi.	hardships		
vii.	settlements		
viii.	complaints		
ix.	payments		
x	billing notices mailed		
xi.	returned mail		
xii	correspondence		
P	Adjust accounts, according to with adjustment reasons for refunds issued, returned payments, settlements or other applicable business rules as directed by City.		
<b>2.2.5.2</b>	<b>Collection Efforts</b>		
A	Collection processes for each Patient account must be performed in accordance with applicable Federal, State and City laws, policies and procedures, including but not limited to the HIPAA Laws, Other Privacy Laws, the Identity Theft Prevention Rules, and the HIPAA Transaction and Code Sets Standards.		
B	All billing and collection efforts must be tracked and noted in a Patient's account.		

C	The Contractor's proposed solution must include at a minimum the following system and manual functions:		
i.	Generation and mailing of a series of progressive collection notices to each unpaid account.		
ii.	Identification of accounts that are uncollectible (based upon rules established by City).		
iii.	Creation of a record/transaction for each Patient collection activity.		
iv.	Implementation of and adherence to the City-approved write-off policy and procedures covering those EMS Patients unable to pay transport fees.		
v.	Make phone calls to unpaid accounts.		
vi.	Providing access to the Federal Office of Administrative Review for purposes of review and adjudication in cases of service related complaints.		
vii.	Retaining insurance history of an account inclusive of:		
	a) effective dates of coverage		
	b) policy numbers		
	c) denials		
	d) appeals		
	e) correspondence from the insurance company		
viii.	Provide and manage payment plan programs, as directed by the City, for Patients.		
ix.	Locating patient contact information, sending delinquent statements and making telephone calls to Patients with delinquent accounts.		
D	Notices and telephone protocols must be approved by the City.		
E	All collection activities shall be undertaken in only City's name. Vendor's name shall not be used for collections or appear on any collections materials.		
<b>2.2.5.3</b>	<b>Lien Support Process</b>		
	The Contractor must be able to support the City's lien process in accordance with the State of Illinois (770 ILCS 23/) Health Care Services Lien Act.		
<b>2.2.6</b>	<b>Compliance</b>		
A	Contractor and all subcontractors are required to comply with all laws and regulations, including but not limited to:		
i.	HIPAA		
ii.	The Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/et seq.)		
iii.	The AIDS Confidentiality Act (410 ILCS 305/et seq.)		
iv.	Federal law regarding substance abuse treatment is protected by the provisions of 42 United States Code (USC) Section 290dd-2, and the regulations implementing these laws at 42 Code of Federal Regulations (CFR), Part 2.		
v.	The Personal Information Protection Act (815 ILCS 530/ et seq.)		
vi.	The Identity Theft Prevention Rules under 16 CFR §681.1, and any other Illinois and federal law that protects the privacy, confidentiality, integrity, and security of individually identifiable health information.		
B	Contractor must provide personnel having substantial expertise in matters related to Federal and State of Illinois compliance regulations in relation to EMS billing and collections.		
C	The Contractor will be functioning as a Business Associate of the City. Part of the Contractor's compliance with all applicable laws and regulations, therefore, includes adhering to the terms of Exhibit 7.		
D	Contractor is required to have a compliance department/unit and program which includes, but is not limited to:		
i.	A Compliance Officer with expertise in Federal and State EMS billing regulations.		
ii.	The development and distribution of written standards of conduct, policies and procedures that promote the Contractor's commitment to compliance.		
iii.	The designation of a chief compliance officer and other appropriate bodies, e.g., a corporate compliance committee, charged with the responsibility of operating and monitoring the compliance program.		
iv.	The development and implementation of regular, effective education and training programs for all affected employees, subcontractors, agents, and City employees .		
v.	The investigation and correction of identified systemic programs and the development of policies addressing the non-employment of sanctioned individuals.		
vi.	The use of audits and other risk evaluation techniques to monitor compliance and assist in the reduction of identified program areas.		
<b>2.2.6.1</b>	<b>Compliance Audits</b>		
A	The Contractor is required to perform a compliance audit(s) on a monthly basis to ensure that all claims were properly submitted to federal/state programs for reimbursement. The audits must entail the review of the following:		
i.	Level of Service – must determine if the transport was coded for the correct level of service		
ii.	Mileage Billed – is not excessive		
iii.	Signature Compliance – must follow City signature protocol in relation to Medicaid and Medicare signature requirements		
iv.	Multiple Patient Transport in same ambulance unit		
v.	Medical Necessity – must determine if the documentation on the PCR supports medical necessity		
vi.	Utilizing the compliance audit results the Contractor will:		
	a) compute error rates		
	b) evaluate the cause of errors		
	c) take corrective action, as required		
	d) quantify overpayments and/or underpayment		

	e) refund any overpayments identified		
B	Denied Claim Audit. The Contractor is required to conduct monthly audits of denied claims. As a result of the audit of denied claims, Contractor will:		
	i. determine if a pattern of denial exists		
	ii evaluate the cause		
	iii. take appropriate corrective action		
C	Post-payment Audit. The Contractor is required to review payment source documentation to:		
	i. validate payment was received		
	ii determine if the insurance payment received matches the EMS patient billed		
	iii. determine if the fee was paid at the correct rate appropriate for the payer		
	iv. determine if the claim was discounted incorrectly by the payer		
	v. take appropriate action to remedy payments received in error		
D	The Contractor must provide the City a detailed report of all audit findings in the format specified by the City.		
<b>2.2.7</b>	<b>Noticing</b>		
	Contractor is required to generate City-approved correspondence, invoices, and forms listed below, including but not limited to:		
A	EMS itemized invoice/statement		
	i. Self-Pay		
	ii Private Insurance (HCFA 1500)		
	iii. Medicare/Medicaid/Tricare – (HCFA 1500)		
B	Remittance advice and or Explanation of Benefits (EOB)		
C	Patient signature card (for Medicare, Medicaid, insurance, etc.)		
D	Medicare/Medicaid recoup form		
E	Late or delinquent notices		
F	Refund notification and application		
G	Lien letter		
H	Attorney authorization for release of ambulance charges		
I	NPP		
<b>2.2.8</b>	<b>Third Party Claims and Payments</b>		
	The Contractor must manage and file EMS claims with third party payers in compliance with all applicable State and Federal regulations.		
	The Contractor must exert commercially reasonable efforts in order to obtain the maximum correct data pertaining to the Patient's insurance or third party payer information.		
	The Contractor must establish a secured third party insurance verification process to be utilized to identify and confirm insurance eligibility.		
	At a minimum, Contractor must:		
A	Perform eligibility sweeps or verifications to determine the insurer(s)/payer(s) to be billed.		
B	Utilize hospital data capture program to update Patient information.		
C	Maintain a database of all EMS transaction records.		
D	Generate insurance claims upon receipt of insurance information.		
E	Determine if City signature protocol has been adhered to.		
F	File claims electronically, either directly to payer or to a clearing house.		
G	On request, file claims on paper when the payer is not equipped to receive EDI.		
H	Process a claim or invoice to the secondary insurance within 2-3 days after receipt of payment from primary.		
I	Meet all Medicare, Medicaid and insurance deadlines for claims submission.		
J	Adjust system tables and parameters as needed to reflect changes to Federal, State or Local regulations regarding EMS service billing and reimbursement, including filing deadlines.		
K	Update the EMS database with new or additional Patient information received during follow up activities.		
L	Post third party payments to Patient's account accurately.		
<b>2.2.8.1</b>	<b>Hospital Data Capture Process</b>		
	The Contractor must implement or continue to maintain the existing data exchange process with Chicago area hospitals whereby data is securely transferred and received from the hospital to where the Patient was transported. This process is to be utilized to update Patient demographics and identify insurance information to in order to effectively bill for EMS services.		
	Contractor must designate a dedicated hospital liaison and other appropriate bodies, charged with the responsibility of operating and monitoring the program, making improvements where applicable, as well as, reporting upon hospital participation.		
<b>2.2.9</b>	<b>Patient Self-Service Web Site</b>		
	The Contractor must establish and support a secured self-service EMS web site for use by EMS Patients inclusive of the following:		
A	Utilize a domain name and URL registered to the City.		
B	Allow a Patient to establish a web account with username and password upon proper verification of identity.		
C	Include the web address in all system-generated, written and verbal communications with Patients.		
D	Provide a module to securely update Patient insurance information.		
E	Securely display the details of each transport event involving the Patient as well as all line items of the invoice and list payments received from Patient or insurance companies.		
F	Accept secure payments.		
G	Provide a customer satisfaction survey and allow online completion.		
H	Comply with PCI standards and document certification.		

<b>2.2.10</b>	<b>Operational Requirements</b>		
	Contractor must provide the staff, facilities, and services as described in the sections below.		
	At a minimum, the contractor must:		
A	Provide a technical support specialist, 24 hours per day, 7 days a week.		
B	Provide a full-time dedicated project manager.		
C	Provide a dedicated client services manager.		
D	Provide adequate staffing levels to perform coding, billing, collections, payment processing, reporting and respond customer service requests in a timely manner.		
E	The operations center should be available, at a minimum, Monday through Friday, 8 a.m. to 5 p.m.		
F	Respond to all calls for technical assistance within 2 hours.		
G	Provide a toll free number for citizens to call for customer service inquiries related to billing.		
H	Maintain a call center capable of handling the City's Patient call volume.		
I	Provide an answering service that is connected and available 24 hours a day to handle overflow calls as well as incoming calls outside of business hours.		
J	Contact customers who leave messages within one business day after the receipt of an answering service message.		
K	Respond to Patient inquiry calls in English or Spanish.		
<b>2.2.11</b>	<b>Third Party Audits</b>		
	Provide audit reports from an independent third party, subject to approval by the City, which specializes in audits of compliance with Medicare, Medicaid and other applicable regulations. The audit reports must certify that the Contractor's billing and collections are in compliance with applicable regulations.		
	Assume all costs associated with providing the required Third Party audit report.		
<b>2.2.12</b>	<b>Controls and Security</b>		
	The Contractor must:		
A	Implement fully auditable billing, collection and accounts receivable policies and procedures developed in accordance with Generally Accepted Accounting Principles (GAAP).		
B	Mitigate and protect against all known and reasonably predictable security threats and vulnerabilities, including but not limited to: (a) unauthorized access, (b) unauthorized changes to system configurations or data, (c) disruption, degradation, or denial of service, (d) unauthorized escalation of user privilege, (e) service fraud, and/or (f) improper disclosure of confidential information.		
C	Demonstrate to the satisfaction of the City that Contractor has developed and implemented a System Security Plan (the "Plan") that details all methods of security used to safeguard and protect the confidentiality and integrity of all PHI (as that term is defined in 45 CFR 160.103) created, received, maintained, or transmitted, by Contractor for or on behalf of EMS.		
D	Establish and maintain a documented security program, including detailed operational procedures for:		
	i. Monitoring, detecting and remediating system, network and applications for known security vulnerabilities.		
	ii. Intrusion and security breach detection, prevention and incident response handling.		
	iii. Configuration management of systems, network and applications.		
	iv. Securing/managing user access to data, systems and network.		
	v. Securing physical premises and access to facilities.		
E	Appoint an individual within the organization:		
	i. To be responsible for ensuring that the Compliance relative to information security and privacy policies are appropriately enforced		
	ii. To serve as a liaison to the City for matters regarding security, privacy and security incident response.		
F	Ensure that all components of the information system used to create, receive, transmit, or store PHI for or on behalf of EMS are secure and that the collection and transmission of information conforms to City requirements. The City requires that any information taken at the time of treatment be encrypted, be transmitted via a firewall-protected file transfer protocol by the City, and be encrypted while stored; and any payment information must be transmitted to the City via a firewall-protected internet based reporting system acceptable to the City. Contractor is required to establish a firewall-protected and HIPAA compliant method acceptable to the City by which the City can send PHI regarding Patients to the Contractor and demonstrate that proper policies, procedures, training and monitoring, detection, and alerting are in place to ensure the security and privacy of paper and electronic records.		
G	Maintain all documents, records and Patient information in a safe and secure manner that allows inspection and audit by the City. If for any reason it is necessary to enter paper-based PCRs to the Contractor's database:		
	i. The Contractor must maintain files of all original paper PCR's received from the City.		
	ii. Retrieve these documents when requested by the City.		
H	Apply appropriate accounting procedures for reconciling all deposits, receivables, billings, Patient accounts, adjustments, and refunds.		
I	Ensure gross receipts from transport fees are deposited into the City's bank account on a daily basis.		
J	Work with the City's Law Department to support any legal action that the City chooses to initiate.		
K	Maintain quality control procedures to ensure that appropriate correspondence is generated in accordance with established intervals and is based on the level of delinquency or severity of the collection problem.		
L	Obtain City approval of scripts and protocols utilized for answering or placing calls.		
M	Fully cooperate, in a timely manner, with City auditors whenever requested.		

N	Conduct a self-audit monthly to ensure conformance to policies, procedures, ordinances and regulatory requirements identified and established in conjunction with the City's compliance plan.		
O	Report any material deviations from policy to designated Department of Finance management immediately.		
<b>2.2.13</b>	<b>Customer Service</b>		
	The Contractor is required to provide customer service for EMS Patients and at a minimum must perform the following duties:		
A	Respond to and resolve all EMS Patient inquiries and complaints regarding the billing and collection of transport fees according to Service Level Requirements. Update the Patient database with a new record containing data about each inquiry, call, and complaint.		
B	Refer all complaints involving quality of care provided during transports to representative designated by the City.		
C	Enter individuals who are unable to pay the full amount due, into structured payment plans.		
D	Obtain name, address, and insurance information from hospitals and/or Patients and update system accordingly.		
E	Request additional information from Patients in order to re-submit claims that resulted in eligibility denials.		
F	Respond to correspondence from Patients and payers.		
G	Receive and follow-up on requests from insurance companies for medical record documentation where appropriate and authorized.		
H	Follow-up on all rejected or denied claims and resolve all related issues to ensure that claims are paid and meet all regulatory deadlines.		
I	Respond to and resolve all Patient inquiries and complaints regarding the billing and collection of ambulance fees in a prompt and satisfactory manner.		
J	Follow all City customer service protocols.		
<b>2.2.14</b>	<b>Payment Processing</b>		
A	Contractor is responsible for proper and accurate payment processing ensuring all payments are posted to the proper account from the correct payer in a timely manner as required by the City.		
B	All payments collected by Contractor on behalf of the City are must be deposited directly into a City bank account, posted to the Patient's account in the Contractor's system, and reported to the City in a manner prescribed by the City.		
C	Payments made directly to the City processed via the City's cashing system, shall be deposited into a City bank account by the City, and reported to the Contractor electronically for proper posting to the Patient's account in the Contractor's system.		
D	The following are the current payment channels and processes for EMS payment processing:		
i.	Lockbox - Payments are mailed to or electronically transferred to a lockbox operated by a City depository bank. The funds are deposited into a City bank account. Contractor is required to:		
a)	Import a daily payment file from the lockbox to update the Patient accounts in Contractor's system.		
b)	Ensure all payments are processed on a daily basis.		
c)	Upload supporting payment documentation to respective Patient accounts on a daily basis.		
d)	Send a daily payment file to the City utilizing a secure SFTP process.		
e)	Monitor lockbox activities to ensure payments are received and processed properly.		
f)	Post payments accurately to Patient's account in Contractor's system within two business days of receipt from lockbox.		
g)	Contractor must forward any payments received at their location to the lockbox within 24 hours of receipt.		
h)	Reconcile daily payment postings from lockbox statement to Contractor's billing system and City cashing system.		
i)	Report to City any payments that were erroneously deposited by lockbox that are not associated to an EMS account in Contractor's system.		
ii.	Walk-in payments – Patients have the option to pay in person at a City payment center.		
a)	Contractor will receive daily payment files from the City via secure SFTP process.		
b)	Contractor must upload payment file to update the Patient accounts.		
iii.	Credit Card Payments – Contractor is required to accept and process credit card payments via phone and web-site utilizing a City Merchant ID whereby all funds are deposited directly and immediately into a City-designated bank account only.		
a)	Contractor must have processes to ensure compliance with the Payment Card Industry Data Security Standard (PCI DSS) and will be required to participate in the City's annual PCI audit.		
b)	Contractor will be responsible for all fees associated with credit card processing.		
c)	Contractor must import a daily payment file from the bank to update the Patient accounts or manually update Patient accounts with payment data.		
d)	Contractor must send the City a payment file utilizing a secure SFTP process.		
e)	Contractor will be responsible for all credit card retrievals and chargebacks.		
<b>2.2.15</b>	<b>Returned Payments</b>		
	The Contractor must process returned payments according to City's policy.		
A	NSF Checks		
i.	City will receive NSF check, identify the transaction in the City system and reverse the payment.		
ii.	City will send a copy of the NSF documentation to the Contractor to make adjustments to Contractor's system adding the applicable NSF fee.		
iii.	Contractor will continue to pursue Patient for ambulance charges and NSF fee.		
B	Credit Card Chargebacks		



i.	Contractor will receive credit card challenge and respond according to the City's policies and procedures regarding credit card chargebacks.		
ii.	Contractor will identify the Patient account and provide the City with supporting information to identify the payment in the City cashing system.		
iii.	Contractor will continue to pursue Patient for ambulance charges and credit card chargeback fee on final chargebacks.		
<b>2.2.16 Refund Processing</b>			
A	Contractor is required to process refunds on over-paid or incorrectly paid accounts.		
B	Contractors' system must be capable of identifying and flagging EMS accounts that have been overpaid so that the Contractor can begin the refund process.		
C	The refund process should include, but is not limited to the following:		
i.	Refunds are to be processed within a week, on average, from date of overpayment.		
ii	Notification to the Patient of the potential refund.		
iii.	Processing of the refund application.		
iv.	Contractor must determine the correct payer and the correct refund amount.		
v.	Contractor must determine if the Patient has another account with a balance due before issuing a refund to a Patient (responsible party in the case of a minor).		
vi.	Contractor must complete a refund application checklist prior to submitting to City.		
vii.	Contractor must prepare and provide to the City, a refund schedule in a Microsoft Excel format, or in another format that may be determined by the City, once all the items indicated above have been addressed.		
viii.	Contractor must prepare supporting detail for the refund schedule, i.e. refund application including reason for the refund, copy of payment source, EOB's, and screen prints from the Contractor's system showing the overpaid amount in a PDF format and provide the information to the City in an electronic format using a secure SFTP.		
ix.	Contractor should update their system to reflect any refunds issued within 2 business days of receiving confirmation from the City.		
<b>2.2.17 Reporting Requirements</b>			
A	The Contractor must establish a comprehensive reporting system that will enable the City to monitor the performance of the services provided by the Contractor.		
B	The Contractor must make modifications to or replace any standard report that does not meet the needs of DOF.		
C	In addition to proper report distribution, the Contractor must maintain an electronic file copy of all reports on a secure database.		
D	Access to and distribution of reports to DOF and CFD personnel must be accomplished in a method that is fully compliant with the HIPAA Laws and Other Privacy Laws.		
E	The Contractor shall be solely responsible for the sharing, transmission, or connection and hardware to allow City approved users' access to the related data and databases. Additionally, upon request of the City, the Contractor shall be responsible for providing data in the format requested by the City.		
<b>2.2.18 Standard Reports</b>			
A	The Contractor must provide a comprehensive set of standard reports, as defined by the City, which allow DOF to monitor the performance of the EMS billing program.		
B	Reports must be designed to give the City the information needed to measure performance, to predict and prevent any problems that might arise in the future, to formulate strategies for risk mitigation and to identify trends.		
C	The Contractor must provide reports by the report due date and in the format requested by the City.		
<b>2.2.19 Ad Hoc Reports</b>			
A	The Contractor must have the tools available to generate reports specific to the City's needs in a reasonable time frame.		
B	The Contractor should have the functionality to refresh a prior ad hoc report and/or provide the City the tools to generate the report on the Contractor's system.		
C	The tool(s) must be user friendly and not require a programmer to formulate a query and/or format a report.		
D	Any required "end user layer" or "universe" must be provided by the Contractor.		
E	Any training associated with the reporting software will be provided by the Contractor.		

PART B CHECKLIST

This checklist is a supplement to the Respondent's narrative proposal response used to determine if each requirement in PART B has been addressed in the Respondent's proposal, and whether such requirements shall be provided by the Respondent or not. The City shall assess the responses given as part of the evaluation process. All the items in this checklist, and/or their functional equivalents, are mandatory requirements.

Where applicable, affirm, via a check mark ✓, if the criteria listed below will be met or will not be met, in the appropriate columns. If a criterion is checked with a check mark (✓) as will be met, then, unless otherwise indicated, the indication is that the Respondent has existing capacity and resources to deliver the requirement now and during the awarded contract period pursuant to this RFP.

If any criterion will not be met, provide a written explanation why it will not or cannot be met, and describe any alternative or other work-around solution proposed that would achieve the same or acceptable end result (as determined by the City). Provide the explanation as part of your proposal including, the PART B section reference numbers.

	Description	Check ✓ if Will be Met	Check ✓ if Will Not be Met
<b>2.3</b>	<b>PATIENT TRACKING AND MOBILE ELECTRONIC PATIENT CARE AND REPORTING (EPCR) SYSTEM SOLUTION</b>		
A	The Respondent will demonstrate approximately five (5) years of experience developing, maintaining and managing a mobile Electronic Patient Care and Reporting (ePCR) Application and/or Device for a client base constituting at least 200 Devices and at least 100 concurrent users.		
B	The collection of patient data in real time using hardware and software for use in patient tracking, collection of patient demographic and patient treatment and transport data and maintenance of patient care reports must adhere to 210 ILCS 50/ Emergency Medical Services (EMS) Systems Act. Any related sections in this Act must be followed.		
C	Contractor will provide all required equipment, which will remain the property of the Contractor, software and services required to implement a patient tracking and information collection program.		
D	The proposed solution must include the ability to scan and the option to take photos of all relevant identification documents available from the patient.		
E	The Contractor will be responsible for cyclical replacement of the equipment, as well as on going repair and maintenance.		
F	Maintain total compliance with State-required electronic Patient care data collection, meeting minimum requirements that satisfy NEMESIS. The data must be transmitted to IDPH electronically.		
G	Maintain the automated process that is currently being used to submit cardiac arrest data to the Cardiac Arrest Registry to Enhance Survival (CARES).		
H	Maximize the EMS System QI program by including automated alerts on various types of EMS calls.		
I	Assure compliance with federal mandates for signature compliance by validating signature fields prior to the EMS run being closed.		
J	Ability for a CFD hand held system's patient data to be sent, prior to completion, to other CFD hand held system's, in real time, in order to assure that no patient data on that ems call is lost and all respondents can complete their portion of the reports.		
K	Achieve total compliance with the City's rules and regulations designed to provide guidelines for required documentation on signature protocol, medical necessity, mileage calculation, and post audit review)		
<b>2.3.1</b>	<b>Patient Data Collection</b>		
	The City has approximately 147 ALS and 86 BLS apparatus. Data collected on patients treated and/or transported by ALS, BLS and/or other EMS apparatus will be included in the contracted Patient Data Collection.		
A	Real time Patient data collection.		
B	Transferring of collected Patient data to Contractors server(s) storage and, if required, City server(s) storage.		
C	Related hardware and customized software.		
D	Ability to auto-populate like fields throughout the application upon entry of data into any like field (i.e. "Patient First Name" appears on multiple screens; when entered on any one of those screens, will be populated in all), as well as Identify and retrieve and auto-populate any and all prior patient information for patients who have previously been transported by CFD.		
E	Data captured will at a minimum include:		
	i. Patient Name (Last, First, Middle Initial)		
	ii. Gender		
	iii. Date of Birth		
	iv. Age		
	v. Race		
	vi. Weight		
	vii. Social Security Number		
	viii. Address		
	ix. City, State, Zip		
	x. Insurance Type/Company		
	xi. Insurance Policy number		
	xii. Responsible Party		
	xiii. Responsible Party Relationship		
	xiv. Responsible Party Address		
	xv. Email Address		
	xvi. Incident Type		
	xvii. Incident Location (street, city, state, zip code)		



xviii.	Incident location type		
xix.	Incident location name		
xx.	CFD Unit Number		
xxi.	CFD Shift/Vehicle		
xxii.	Skillset		
xxiii.	Paramedic Names and Numbers		
xxiv.	Dispatch date and time		
xxv.	En route date and time		
xxvi.	At Scene date and time		
xxvii.	Departed scene date and time		
xxviii.	Destination (Hospital) arrival date and time		
xxix.	Transport Hospital Name		
xxx.	Patient Symptoms		
xxxi.	Patient History		
xxxii.	Findings/Assessment Details		
xxxiii.	Care events		
xxxiv.	Disposition		
xxxv.	Patient Signature, Witness Signature, or Hospital Signature		
xxxvi.	Medic Signature(s)		
xxxvii.	Witness Address		
xxxviii.	Witness Relation to Patient		
xxxix.	Signature type		
xl.	Hospital Unique identifier		
F	Ability for a CFD hand held system's patient data to be sent, prior to completion, to other CFD hand held systems in real time to assure that no patient data on that EMS call is lost and all respondents can complete their portion of the reports.		
<b>2.3.2</b>	<b>Software</b>		
	Software solution must include, but is not limited to:		
A	Access - The ePCR software should provide additional components that are browser-based in nature and securely expose authorized providers, medical staff, supervisors, administrators, hospitals, and other entities to configurable system components, thus eliminating configuring each workstation with software. With the exception of Internet Explorer, Adobe Reader, and any relevant medical device software components, no software should need to be installed on workstations requiring access to the web-based components.		
B	A mobile application that allows responders to collect, reference, and communicate call and patient information on mobile computers throughout the course of an EMS call at a patient's side, real-time. Because of the inherent mobile nature of EMS, 'Mobile' operates most effectively under Windows-based or Android based rugged touch and dual-touch computers, notebooks, and/or tablets. Users should be exposed to a highly configurable, graphical, 'mobile' user interface allowing them to rapidly enter and reference information with a combination of handwriting recognition, touch, pick lists, virtual keyboard entry, voice, and checkboxes. 'Mobile' should help a medic generate a comprehensive electronic PCR in a matter of minutes.		
C	The system should provide the ability to set-up automated scheduled actions/tasks that can be performed using client configurable queries. These automated actions/tasks should include the ability to do the following:		
i.	Send an email		
ii.	Automatically send a fax		
iii.	Set a PCR or quality control status for a record		
iv.	Flag a case for Quality Control review		
v.	Generate a PDF		
vi.	Automatically Quality Control a case, tag with one or more agency defined issues.		
D	CAD Interface - The web-based system must include a seamless Computer Aided Dispatch (CAD) interface Module which enables an overview of CAD activity and tools for viewing and managing PCR-to-CAD reconciliation. This module must include automated reconciliation and a manual reconcile feature. The ePCR must include a web-based CAD Monitor that displays near-real-time Incident and Unit activity as they are exchanged between the CAD system, ePCR Mobile devices and the web-based application.		
	The CAD Reconciler must include the ability of automatic geocoding of Incident address and GPS coordinates via Google's Geocoding Web Service. Geocoding is useful for resolving zip codes and/or GPS coordinates of Incident locations if this information is either missing from CAD or the submitted PCR.		
E	Ability to electronically search for any missing run reports and then reconcile them automatically. The back-end web application must include a Reconcile Summary with a dashboard of up-to-date CAD and PCR totals including:		
i.	Total CAD events		
ii.	Number of PCRs automatically reconciled to CAD via Reconcile Service		
iii.	Number of PCRs manually reconciled to CAD		
iv.	Total Unreconciled CAD records (CAD records with no matching PCR)		
v.	Total Unreconciled PCRs (PCRs with no matching CAD)		
vi.	Recent Missing Reports by Unit		
vii.	List of PCRs manually reconciled today		
F	Automated System trouble alerts - Ability to alert the system administrator of system events, e.g. a server shut down.		

G	Automated Run Alerts - Ability to automatically notify system administrators or physicians if a certain type of call is received. For Example, if we want to track all Gun Shot wounds, the system will automatically sent out an Email to specified personnel that alerts them that a run with a disposition of Gun Shot Wound has been received by the server.		
H	Automated QI - The system must include a web-based application that allows agency personnel to quickly document and create task-oriented resolutions for outstanding issues identified with a case or PCR. The system must allow the ability to work collaboratively bring the case to QA acceptance.		
I	Ability of the Custom Reporting System to query data provided based on multiple fields (data fields collected by the system) as well as display results by multiple fields selected in the system. For example, a user can create a report that finds all cases involving cardiac arrests that did not receive aspirin, oxygen, or any other Agency specified treatment, and break down the results by employee, disposition, or other Agency-defined parameters.		
J	Ability to query all reports tied to a particular member by more than one means, (employee number, name etc.) to facilitate these in case of a name change due to marriage or other.		
K	Ability to query whether ePCR reports have not been completed but units have been dispatched and an ePCR is expected by unit and shift, station and shift, district and shift, etc.		
L	Ability to wirelessly transfer reports between portable devices in the field e.g. to send a report that has been started by a Fire/EMS Company to a different Fire/EMS Company, the Fire/EMS member would select the apparatus number from a pre- designated list and then select the send button. This will transfer all the patient-specific and applicable report information gathered by the Fire/EMS Company to a different Fire/EMS Company, thereby eliminating redundant entry. The Fire/EMS Company still must complete its unit report independent of the different Fire/EMS Company (if applicable) ePCR. Hardware to accomplish this is required.		
M	A new incident involving the unit will result in automatically delivered dispatch details to the relevant unit. These incident details (incident number, type, address, and times) will populate the Mobile ePCR Software.		
N	User Access - Ability to delegate authorization of access to modules of the application to departments responsible for that level of authorization. Ability to authorize user accounts/ids, passwords, and access rights from a single and central point of control. Ability to delegate authorization of access to modules of the application to departments responsible for that level of authorization. Provision to define user roles and access rights to the level of person, group, crew, shift, unit, station, battalion, etc. Provision to only show components and information relevant to the user accessing the system. Ability to track all changes by version controlling method(s) to maintain compliance (name, date, what was edited on the ePCR).		
O	System must be able to create an addendum to a PCR. This feature will only be available to users based on system assigned rights.		
i.	The PCR History Panel contains pertinent administrative and historical metadata related to the PCR. The History information for the PCR will be accessible via a button/icon located in the programs toolbar, to view the panel. There will be tabs in this panel to access a complete record of all modifications made to the PCR since it was received by the web-based system. This includes additions, changes or deletions made by users or automated functions. A table shows the list of modifications in reverse chronological order (most recent changes first) and includes the following columns:		
ii.	Date - the date and time the modification occurred		
iii.	Type - a code representing the section of the PCR affected by the addendum		
iv.	Reason - the reason for the addendum. Examples include ADDITION, MODIFICATION and DELETION		
v.	By - shows the user name of the user who performed the operation or system (if the change was automated). An optional @ parameter is followed by a code than can be used to identify changes that were performed as a group		
vi.	Description - this column describes the change in detail, including affected database table and column names as well as record identifiers (where applicable). If the change is a modification or deletion, the original value is shown.		
P	Ability to automatically calculate relevant scores upon entry of data elements comprising the score (GCS, APGAR, etc.).		
Q	Ability to copy applicable data already entered to be reused without reentry. For example, a scene address entered in one screen can be copied to the patient's address on a different screen by applying this copy feature.		
R	Ability to have all treatment administered to automatically default to "PROTOCOL" as the authority or reason for the treatment; when the Radio MD gives an order that supersedes the protocol, allow the user to edit the authority from a drop down list to select from (Medical Director, Radio MD, Patient's MD, On Scene MD, etc.)		
S	Ability to have the patient address field be populated with the scene address using a copy function and be easily edited if needed.		
T	Ability to input patient weight in either metric (kilogram) or Imperial (pounds) which is then automatically converted to the other format.		
U	Ability to -upon entering the DOB - have the program automatically converts this information to the patient's actual age and allows for day or month entry for infants.		
V	Program automatically updates the 'to-do' list immediately and highlights all applicable mandatory fields when a new patient is added. Protocol based to-do list (Active and Interactive Guidelines) is a clinical data collection and referencing framework, allowing agencies to define and require questions, answers and reference materials for any clinical parameter without modifying the source code or user interface. A narrative is generated for each parameter.		

W	Wireless Updates are sent to all Tablets - The system must have the ability to load up all Mobile ePCR system updates automatically on the Mobile ePCR system devices upon a connection without the need of user intervention. This is accomplished without a long delay, while the system is operational.		
X	Configuration - Ability to choose which non-mandatory data elements and fields to include/exclude in the application as a requirement to complete a report. Ability to specify for each field whether the user is limited to the list that is provided, or if the user is allowed to enter free text into the specific field.		
Y	Allow the final disposition options to be configured.		
Z	Ability to create a disposition-driven and configurable 'to-do' list to be available in the Mobile ePCR Software		
AA	Allow a "vitals" entry screen to be available throughout the program without more than 2 clicks to quickly enter vitals data at any point during the report. Selecting this tab or button opens a window with fields including BP, Pulse rate and regularity, Respiratory Rate, SpO2 and comments.		
BB	Ability for ALL treatments to be definable by the Agency, along with ANY additional questions associated with each specific treatment. For example, 'Morphine' will expose questions such as dose and route (that must have values specific to morphine), but Agency defined questions such as pre- pain and post-pain level, amount of drug discarded, etc., must be definable by the Agency. The treatment entry automatically defaults to the current date/time.		
CC	Ability to have Agency definable additional questions (and associated answers) on the Mobile ePCR Software.		
DD	Ability to have the mobile ePCR Software enter data with a digitized pen platform for better accuracy, increased hardware durability and optimal handwriting recognition.		
EE	Has the ability to provide interactive guidelines. For example, a complaint of 'Chest Pain' will put Morphine, Nitro, Aspirin and Cardiac Monitor on the To-Do list.		
FF	Ability to document more than one patient for the same incident by the same unit by the selection of an "add patient" button or tab, which will automatically copy incident-specific information into the new patient's ePCR without redundant entry.		
GG	Ability to handle at least 100 patients on a single handheld for a single incident such as in a mass casualty incident.		
HH	Mobile ePCR Software provides the ability to display ALS-level or BLS-level treatments based on the documented service level of unit entering the report, thus exposing only the pertinent data elements needed for that particular unit.		
II	The system must interface with a number of monitor defibrillators to include, but not limited to, Physio LP12/15. The system must seamlessly merge key information into its record and wirelessly communicates a composite of this information to those who need it. It then manages this information via a web-based interface for subsequent review.		
JJ	Connectivity - Ability to function when no connectivity is available. Ability to select from the Mobile ePCR Software's unit list, which will send an ongoing message to the core system informing it of its current activity status.		
KK	Allows the Mobile ePCR Software to upload an individual ePCR to the central server in "real time" without the need for a "batch" upload.		
LL	Ability of the ePCR System to store data redundantly on the mobile device to ensure that no connectivity is needed.		
MM	All collected data will be hosted by the Contractor, but will remain the property of the City of Chicago.		
NN	Technology that facilitates the ability to efficiently capture patient demographic information to optimize the billing process, streamlines patient care reporting and EMS operations.		
OO	Integration with OEMC's CAD, GPS, or other systems, as well as other City systems.		
PP	Secure log-on with assigned user identification.		
QQ	Allow for scanning capability to instantly enter patient data by scanning a state driver's license or other AAMVA-compliant ID, with an option to document information with a photo.		
RR	Generation of a unique Incident Number.		
SS	Data capture form screens should be user friendly and highly configurable and should at a minimum:		
	a) Record Electronic Signatures in accordance with specific Medicare and Medicaid requirements.		
	b) Require specific fields to be populated.		
	c) Provide dropdown data to populate fields.		
	d) Pre-populate data fields from with default values or via integration with other City or outside systems (e.g. transport location, zip codes, patient billing address, etc.).		
	e) Provide links to treatment, signature or other protocol information.		
TT	Provide customizable warnings and/or other information about previously known patients, prior to arrival on scene.		
UU	Provide for efficient and effective charting and documentation of patient assessment.		
VV	Provide for messaging and notification to medics and staff in the field.		
WW	Maintenance of a database of available demographic information about individuals that have been treated by CFD.		
XX	The ability to obtain live reporting related to patient tracking.		
YY	Allow flexible reporting, including canned, customizable and ad-hoc reports, related to patient data and live tracking.		
ZZ	Provide audit functionality.		
<b>2.3.3</b>	<b>Hardware</b>		
A	Contractor will provide all required equipment, which will remain the property of the Contractor, software and services required to implement a patient tracking and information collection program.		
B	The proposed solution must include the ability to scan all relevant identification documents available from the patient.		

C	The Contractor will be responsible for cyclical replacement of the equipment, as well as on going repair and maintenance.											
<b>Minimum Specifications</b>												
A	Ruggedness											
	i. Military Standard 810G											
	ii. Hardened glass											
	iii. Rugged materials											
	iv. Receded screen											
B	Built-in Communications											
	i. GPS											
	ii. WiFi											
	iii. Bluetooth											
	iv. Cellular 4G/LTE											
C	Display											
	i. 10.1" XGA-2											
	ii. 500 NITS											
	iii. Automatic Light Sensor											
D	CPU											
	i. 1.2 GHz Dual Core Processor											
	ii. FIPS-2 certified											
E	Accessory Ports											
	i. 2 USB											
	ii. HDMI											
	iii. SIM Card											
	iv. RJ-45											
F	Vehicle Docking Station											
G	Carrying Handle											
H	Shoulder Strap											
I	Hand Strap											
J	HD Camera											
K	Barcode Reader											
L	Stylus											
M	Weight w/o accessories, 2.2 lbs., or less											
N	Input methods											
	i. Stylus											
	ii. Multi-touch											
	iii. On-Screen QWERTY keyboard											
	iv. Optional external QWERTY keyboard while on docking station											
	v. Swappable Battery or external portable power source (provides power for at least two hours)											
	vi. Charging Hardware											
O	Handheld units will be required for all personnel responding to incidents not limited to transport and non-transport response units. CFD requires a minimum of 20% spare units to be kept at CFD facilities. Additionally, hardware accessories and related supplies will be provided to various hospitals by CFD out of the 20% spare units for the implementation and continuation of this project.											
P	Handheld devices must be wireless, secure, extremely durable and constructed to withstand and function in extreme Chicago weather conditions.											
Q	Respondents are encouraged to propose various solutions such as one piece handheld units incorporated with a printer and/or scanner, or multi piece units with a separate wireless printer and/or scanners, and/or other available technology.											
R	Department of Innovation and Technology (DoIT) Wireless Networking standards for the Handheld Units are as follows and are subject to change:											
	<table border="1"> <thead> <tr> <th>Coverage</th> <th>Standard</th> <th>City Requirements</th> </tr> </thead> <tbody> <tr> <td>Wireless Local Area Network (WLAN). Available in all 79 Chicago Public Libraries and other City locations (see <a href="http://www.cityofchicago.org/publicwifi">www.cityofchicago.org/publicwifi</a>)</td> <td>IEEE 802.11b/g, 2.4GHz ISM</td> <td>Secure connection with Wi-Fi Protected Access (WPA) that uses Temporal Key Integrity Protocol (TKIP) for data encryption or WPA2 uses the Advanced Encryption Standard (AES) for data encryption.</td> </tr> <tr> <td>Wireless Wide Area Network (WWAN). Available in all Chicagoland area</td> <td>CDMA2000, High Rate Packet Data Air Interface also known as 1xEV-DO, Evolution, Data Only</td> <td>Secure connection with City approved Contractor, Verizon Wireless.</td> </tr> </tbody> </table>	Coverage	Standard	City Requirements	Wireless Local Area Network (WLAN). Available in all 79 Chicago Public Libraries and other City locations (see <a href="http://www.cityofchicago.org/publicwifi">www.cityofchicago.org/publicwifi</a> )	IEEE 802.11b/g, 2.4GHz ISM	Secure connection with Wi-Fi Protected Access (WPA) that uses Temporal Key Integrity Protocol (TKIP) for data encryption or WPA2 uses the Advanced Encryption Standard (AES) for data encryption.	Wireless Wide Area Network (WWAN). Available in all Chicagoland area	CDMA2000, High Rate Packet Data Air Interface also known as 1xEV-DO, Evolution, Data Only	Secure connection with City approved Contractor, Verizon Wireless.		
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S	The Contractor will be required to provide on-going maintenance and support of all hardware and software, including upgrades as new software versions or technologies become available.											
T	The hardware and software must meet the minimum security requirements as currently set forth in the City's Data Policy and which is subject to change. Exhibit 9.											
U	Respondent's proposal should include provisions related to hardware damaged or lost while in CFD possession.											
<b>2.3.3.1</b>	<b>Delivery of Hardware</b>											
	The initial delivery of ready for use Hardware will consist of approximately 90 units with all required accessories and supplies required for use, within three (3) months from Contractor's receipt of the order. Subsequent delivery will be within three (3) months from Contractor's receipt of the order.											
<b>2.3.4</b>	<b>Software and Hardware Support/Help Desk</b>											

A	Contractor's Help Desk must be available 24 hours per day, 7 days per week and 365 days per year.																									
B	The telephone lines must be staffed during normal business hours (0800 – 1800 CST).																									
C	Evening and weekend support calls must be responded to within fifteen (15) minutes.																									
D	Response to email help requests must typically be within 15 minutes during normal business hours and within eight (8) hours in the evenings and on weekends.																									
E	Issues will be required to be escalated via an escalation policy with tier 1 through tier 3 escalation pathways. Issues must be assigned a severity level. Severity level will be the key indicator that describes the customer impact associated with each issue. The Contractor's customer service response is driven by the severity level assigned to help desk tickets.																									
F	Service support within the SLA is intended to define severity levels in relation to reported issues, questions, or other types of requests.																									
G	The Contractor's SLA will include the following four severity levels:																									
i.	<b>Severity Level 1 (Critical Service Impact)</b> Issue critically affects the primary business service, major application, or mission critical system across all users. No acceptable workaround is available. Characteristics of a Severity 1 issues include: Critical business process failure Production system non operational Data integrity at risk																									
ii.	<b>Severity Level 2 (Significant Service or Implementation Impact)</b> A primary business service, major application, or system is seriously affected, impacting many users. No acceptable workaround is available.																									
iii.	<b>Severity Level 3 (Moderate Service Impact)</b> The business service, major application, or system is moderately impacted, no data has been lost, and the business service, application, or system is still functioning. The issue may be temporarily circumvented using an available workaround.																									
iv.	<b>Severity Level 4 (No Service Impact)</b> Non-critical issues, general questions, enhancement requests or documentation issues.																									
<b>2.3.4.1</b>	<b>Software Maintenance Response Schedule</b>																									
	In the event the City reports a problem to the help desk during normal business hours, the help desk will be required to use commercially reasonable efforts to respond to such reports in accordance with the following Software Maintenance Response Schedule:  <table border="1" data-bbox="204 1025 1179 1178"> <thead> <tr> <th rowspan="2"></th> <th colspan="3">Error Classification</th> </tr> <tr> <th>1<sup>st</sup> Level</th> <th>2<sup>nd</sup> Level</th> <th>3<sup>rd</sup> Level</th> </tr> </thead> <tbody> <tr> <td><b>Severity Level 1</b></td> <td>1 business hour</td> <td>4 business hours</td> <td>Next Release</td> </tr> <tr> <td><b>Severity Level 2</b></td> <td>2 business hours</td> <td>1 business day</td> <td>Next Release</td> </tr> <tr> <td><b>Severity Level 3</b></td> <td>2 business days</td> <td>To be scheduled</td> <td></td> </tr> <tr> <td><b>Severity Level 4</b></td> <td>7 business days</td> <td>To be scheduled</td> <td></td> </tr> </tbody> </table>		Error Classification			1 <sup>st</sup> Level	2 <sup>nd</sup> Level	3 <sup>rd</sup> Level	<b>Severity Level 1</b>	1 business hour	4 business hours	Next Release	<b>Severity Level 2</b>	2 business hours	1 business day	Next Release	<b>Severity Level 3</b>	2 business days	To be scheduled		<b>Severity Level 4</b>	7 business days	To be scheduled			
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	"To be scheduled" means that the parties shall address the Error at the next scheduled project review meeting and in good faith agree on a suitable Level 2 response.																									
	"Next Release" means the release of a Fix, Enhancement or Update to the Software that corrects Errors and defects or makes minor improvements in the functionality of the Software which is generally made available to the Contractor's client base.																									
<b>2.3.5</b>	<b>Training Services</b>																									
	Implementation, web based training sessions, and on-going support will be provided at no additional charge to the City throughout this contract.																									
	Train the Trainers, as well as the Contractors representatives that go to various City facilities to conduct the required training of CFD members. Train the Trainer, for approximately ten (10) CFD Instructors should take no more than two (2) weeks and will take place here in Chicago at a Fire Department facility.																									
	The initial field training, of approximately three thousand (3,000) CFD members will take no more than three months and will take place here in Chicago at various Fire Department facilities. The training will be conducting with consideration of CFD members shift and furlough schedules.																									
	Upon completion of the initial training a roll-out date will be selected by CFD and the Contractor will provide personnel to assist in resolving issues that arise during the roll-out phase.																									
<b>2.3.6</b>	<b>Implementation</b>																									
A	A timeline for the delivery of the initial order of Hardware and Software.																									
B	A complete outline of the proposed training procedure including methodology, training materials, class size, etc.																									
C	Post award equipment testing and troubleshooting.																									
D	On-going support for equipment, software and additional training.																									
E	Support personnel, contact information and qualifications.																									

**EXHIBIT 9  
DATA POLICY**

**DATA POLICY/DATA WITH CONTRACTOR**  
(Final 4/2/13)

“Breach” means the acquisition, access, use, or disclosure of Protected Information that compromises the security or privacy of the Protected Information.

"Contractor" means an entity that receives or encounters Protected Information. Contractor includes, without limitation, entities that store Protected Information, or host applications that process Protected Information. The provisions of this Data Policy includes not only the entity that is a signatory to this Policy but all subcontractors, of whatever tier, of that entity; the signatory must inform and obtain the agreement of such subcontractors to the terms of this Data Policy.

“Protected Information” means all data provided by City to Contractor or encountered by Contractor in the performance of the services to the City, including, without limitation, all data sent to Contractor by City and/or stored by Contractor on its servers. Protected Information includes, but is not limited to, employment records, medical and health records, personal financial records (or other personally identifiable information), research data, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information.

1. Information Security. Contractor agrees to the following:
  - 1.1. General. Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.
  - 1.2. Access to Data. In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.
  - 1.3. Minimum Standard for Data at Rest and Data in Motion. Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with “Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals,” available on the United States Department of Health and Human Services (HHS) website (<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html>), or at Volume 74 of the Federal Register, beginning at page 42742. That guidance from



the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.

- 1.4. Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.
- 1.5. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at [http://www.cityofchicago.org/city/en/depts/doi/supp\\_info/initiatives\\_-\\_informationsecurity.html](http://www.cityofchicago.org/city/en/depts/doi/supp_info/initiatives_-_informationsecurity.html) ("City Program"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.
- 1.6. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.
- 1.7. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45) days of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.
- 1.8. Audit by Contractor. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense.
- 1.9. Audit Findings. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.
- 1.10. Demonstrate Compliance - PCI. No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process,



store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).

- 1.11. Demonstrate Compliance – HIPAA / HITECH. If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health information must be secured in accordance with the “Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals.”
- 1.12. Data Confidentiality. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.
- 1.13. Compliance with All Laws and Regulations. Contractor agrees that it will comply with all laws and regulations.
- 1.14. Limitation of Access. Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.
- 1.15. Data Re-Use. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.
- 1.16. Safekeeping and Security. Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.

- 1.17. Mandatory Disclosure of Protected Information. If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 1.18. Data Breach. Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been breached, and will provide information as to that breach in such detail as requested by the City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.
- 1.19. Data Sanitization and Safe Disposal. All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.
- 1.20. End of Agreement Data Handling. The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.

Authors: Vanessa Burrows, Arlan McMillan, Steve Tantillo

**EXHIBIT 10  
TESTING AGREEMENT**

**City of Chicago  
Department of Procurement Services  
Agreement for Product and/or Service and or “No-Cost” Use  
Evaluation Pursuant to RFP**

Name of Provider: \_\_\_\_\_

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

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

\_\_\_\_\_

Type of Product or Service:  
\_\_\_\_\_

Representative overseeing City’s on-site use (required):  
\_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

By executing this agreement, Provider represents that it he, she, or it is prepared to abide by all City policies and standard operating procedures relating to the test, trial or use of its product or service.

Applicable City Department(s): Department of Fire

Department Contact Person: Mark Kiely, Ambulance Commander

Phone: 312-746-9360 E-Mail: mark.kiely@cityofchicago.org

Please provide a detailed description including any graphics or text that may be necessary, to describe the product(s) or service (s) to be provided, and the type of test, trial or other use that the product or service will be subject to by the City, using additional sheets if necessary. All additional sheets or materials must be labeled with Provider's name and product/service title.

Product or Service to be used (hereinafter, either is referred to as “Product”):

\_\_\_\_\_

Date of Delivery of Product: \_\_\_\_\_

- I. Provider agrees to furnish the Product(s) listed above to the City in connection with the testing period as contemplated by this RFP for Part A: Emergency Medical Services (EMS) Billing and Collection services; and Part B: Patient Tracking and Mobile Electronic Patient Care and Reporting (EPCR) System Solution, Specification No. 120173 subject to and in accordance with the terms and conditions of this Agreement. Provider warrants that it has the right to furnish the Product to the City and its Department(s), and to agree to the waivers contemplated herein. Provider acknowledges and agrees that the City is under no obligation to purchase, order or otherwise procure the Product(s) furnished hereunder. Provider further agrees that this

document will be interpreted in accordance with the laws of the State of Illinois. No reference to any test, trial or use of the Product(s) under this Agreement shall be made in any of Provider's promotional or sales material, including, without limitation, any press releases.

II. Term

- A. The term of the use begins when the Product(s) are delivered to the Department, and shall run until the City has concluded its evaluation of the Product pursuant to the terms of the RFP.
- B. Provider must arrange with the Department to reclaim all Product(s) within 30 days of notification from the City that the testing period is over. If the Department is unable to contact the Provider or if no special arrangements have been made for the return of the Product, or if the Provider fails to reclaim the Product(s) at the designated time, the Department may continue to use the Product(s), or it may place the Product(s) in storage at the Provider's sole risk and expense. It is the responsibility of the Provider to contact the Department regarding any change of address, phone number, or e-mail address.
- C. The Department reserves the right to relocate, remove and/or replace, at its sole discretion, any Product at any time. If such relocation, removal or replacement occurs, the Provider will be notified. Product removed by the Department must be reclaimed by the Provider no later than 30 days after notification.

III. Product Delivery and Removal

- A. Product(s) shall be delivered as directed by the Department.
- B. Product will be delivered and removed by the Provider with oversight by Department personnel. Product will be delivered only to the location and in the configuration approved by the Department. Provider shall furnish such Product documents as may be necessary to facilitate the City's intended test, trial or use.
- C. Provider is responsible for any and all costs and risks associated with delivery, use and any storage of the Product(s). If, at the Department's option, the Department chooses to ship the Product(s) back to the Provider at the conclusion of its use at Department's expense, all risks associated with packing and shipping the Product(s) will remain with the Provider.
- D. The Provider agrees that the Department will have the sole discretion to determine the methods, configuration, location and environment for the test, trial or use of the Product(s).

IV. Indemnification

Provider agrees to indemnify, defend and hold harmless the City of Chicago (the "City"), and its employees, officials, agents, consultants, and contractors against any and all liabilities, obligations, penalties, damages, claims, costs, charges and expenses (including costs and attorney's fees) which may be imposed upon, incurred by or asserted against the City or its employees, officials, agents, consultants or contractors, in any manner arising out of or related to the delivery, installation, maintenance, use, removal or storage of any of the Product(s) tested, tried or used (or any associated documents or other Product elements) including, without limitation, any tort, personal injuries or death or any damage to property and violations of any intellectual property rights, including, without limitation, any copyrights, trademarks or patents, or any person's right to publicity.

V. Warranties

Provider warrants that:

- A. it has the right to furnish the Product(s);

- B. it has the authority to sign this waiver and acknowledgement including all provisions related to intellectual property rights; and
- C. the condition and nature of the Product(s) is such that it is suitable for the City's intended use and will not pose a hazard to the public.

VI. Intellectual Property Rights

Unless otherwise agreed, the Provider grants to the City an irrevocable, non-transferable license to test, try and/or use the Product as furnished pursuant to this Agreement.

VII. City Not Responsible for Damage

- A. Use of Product is at Provider's risk. Provider understands and agrees that the Product(s) cannot be safeguarded against acts of vandalism. The Provider will not hold the City responsible for damage - whether or not it occurs while Product(s) are in use, whether caused by visitors to the airport, airport tenants, vandalism, negligent work by the City, civil disturbance, explosion, fire, unusual weather, military or police action, war, acts of God, the public enemy, or terrorism, or any other thing beyond the City's reasonable control whether foreseen or unforeseen. Further, the Provider will not hold the City responsible for any damage or wear-and-tear caused by the test, trial or use of the Product.
- B. Provider is solely responsible for insuring the Product(s). Provider must provide the Department with proof of insurance upon the Department's request.
- C. If, notwithstanding the provisions of VII.A., the City is found liable for damage by a court of competent jurisdiction, the City's maximum liability to Provider for damage to or arising from the Product(s) will be the retail value of the affected Product as stated on the second page of this agreement.

Provider Name (legal entity): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Signatory Name: \_\_\_\_\_

Print Signatory Title: \_\_\_\_\_

Date: \_\_\_\_\_

Chief Procurement Officer: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 11**  
**LOCAL AND OTHER PREFERENCES: ADJUSTMENTS TO THE COST PROPOSAL**

## **LOCAL AND OTHER PREFERENCES: ADJUSTMENTS TO THE COST PROPOSAL**

### **A. City-based Businesses (Chicago Business Preference)**

For purposes of this section only, the following definitions shall apply:

“City-based business” means a person who (i) conducts meaningful day-to-day business operations at a facility located within the city and reports such facility to the Internal Revenue Service as a place of employment for the majority of its regular, full-time workforce; (ii) holds any appropriate city license; and (iii) is subject to applicable city taxes.

“Contract” means any contract, purchase order or agreement awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that a contract does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

“Prime Contractor” means a person who is a city- based business and the primary contractor on a contract. A “Prime Contractor” does not include any subcontractors.

If these RFP Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a bid preference ("City Based Business Preference") of two percent of the cost proposal, in accordance with section 2-92-412 of the MCC, to any qualified Respondent that is a prime contractor.

Respondents desiring to take advantage of the City Based Business Preference must submit documentation with their Proposal that Respondent is a City-Based Business: a "City-Based Business Affidavit" and a copy of any Chicago business license(s) if applicable.

### **B. Alternatively Powered Vehicles Proposal Incentive**

#### **i. Definitions for Alternatively Powered Vehicles Bid Incentive**

For purposes of this Section B only, the following definitions apply:

"Alternative fuel" has the meaning ascribed to that term in the Energy Policy Act of 1992, and the rules promulgated by the United States Department of Energy pursuant to that Act. The term "alternative fuel" includes but is not limited to natural gas, liquefied petroleum gas, hydrogen, ethanol E85 or electricity;

"Alternatively powered vehicle" means a vehicle that:

(a) is fueled by alternative fuel; provided that if a vehicle is capable of being powered by alternative fuel and traditional petroleum-based gasoline or petroleum-based diesel fuel, the vehicle must be powered by the alternative fuel for no less than 80% BTUs consumed during the three months prior to the submission of the bid; or

(b) is commonly referred to as a hybrid vehicle that is capable of being powered by a combination of any fuel and an alternative power source and the alternative power source includes an energy storage system to store generated or accumulated energy which substantially reduces the fuel use and emissions when compared to a standard vehicle of the same age, type and size; or



(c) is fueled by a biodiesel blend; provided that the vehicle is powered by the biodiesel blend for no less than 80% of the gallons consumed during the three months prior to the submission of the bid; or

(d) is fueled by traditional petroleum-based gasoline or petroleum-based diesel fuel, but powered by an engine substantially more efficiently designed than a standard vehicle of the same age, type and size; provided that the vehicle is rated by the United States Environmental Protection Agency in the top 5% for fuel efficiency for similar vehicles.

An "alternatively powered vehicle" does not include any vehicle which is: (i) primarily used in a warehouse or similar type of enclosed structure; (ii) required to use, or given credit for using, alternative fuel by any federal, state or local law; or (iii) subject to Section 2-92-595 of the Municipal Code of Chicago.

"Biodiesel blend" has the meaning ascribed to that term in Section 2-92-595 of the Municipal Code of Chicago.

"Construction project" has the meaning ascribed to that term in Section 2-92-335 of the Municipal Code of Chicago.

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the city and whose cost is to be paid from funds belonging to or administered by the city.

"Contract cost proposal" means the total dollar amount a Respondent proposes as its cost proposal on an RFP without factoring any incentive or preference.

"Eligible business" means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region"), and as to which: (1) a majority of the business' fleet is located and used within the Six County Region; and (2) a majority of those vehicles located and used within the Six County Region are alternatively powered vehicles.

"Fleet" means 10 or more vehicles that are owned, operated, leased or otherwise controlled by a business.

"Proposal Incentive" means an amount deducted, for proposal evaluation purposes only, from the Respondent's cost proposal in order to calculate the cost or price to be used to evaluate the proposal.

"Vehicle" means every device powered by a motor or engine and by, upon, or in which any person or property is or may be transported or drawn upon a street or highway, except a "vehicle" shall not include motorized wheelchairs, golf carts, neighborhood electric vehicles, as that term is defined in Section 9-4-010 of the Municipal Code of Chicago, devices moved solely by human power, devices used exclusively upon stationary rails or tracks, or snowmobiles, as defined in the Snowmobile Registration and Safety Act of Illinois.

## **ii. Eligibility for Alternatively Powered Vehicles Proposal Incentive**

If these RFP Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a proposal incentive of 1/2% to the contract cost proposal of a qualified respondent when the qualified respondent is an eligible business.

The incentive is used only to calculate an amount to be used in evaluating the price, and it will not affect the price of any contract that may ultimately be awarded.

For purposes of this section the total dollar value of a construction project contract includes both materials and labor.

(b) As a condition of being awarded a contract after claiming this incentive, the eligible business shall continue to meet the definition of an eligible business during the term of the contract.

(c) The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of no less than seven years after final acceptance of the work.

(d) A Respondent desiring to receive an incentive pursuant to this section shall include with its bid submission the Affidavit of Eligible Business for Proposal Incentive for Alternative Powered Vehicles, which affirms that the Respondent satisfies all pertinent requirements as an eligible business.

(e) Upon completion of the work, any eligible business that receives a preference but that fails to meet the definition as an eligible business during the term of the contract shall be fined in an amount equal to three times the amount of the incentive.

(f) This section shall not apply to any contract to the extent that the requirements imposed by this section are inconsistent with procedures or standards required by any law or regulation of the United States or the State of Illinois to the extent such inconsistency is not permitted under law or the home rule powers of the city.

### **C. Joint Ventures Between Small Business Enterprises and Veteran-Owned Business Enterprises**

For purposes of this section only, the following definitions shall apply:

"Contract cost proposal" means the total dollar amount a Respondent proposes as its cost proposal on an RFP without factoring any incentive or preference.

"Eligible joint venture" means an association of one or more small business enterprises in combination with one or more veteran-owned business enterprises, proposing to perform as a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their respective roles in the contract.

"Owned" means, as MCC 2-92-670 may be updated from time to time, having all of the customary incidents of ownership, including the right of disposition,

and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

“Proposal Incentive” means an amount deducted, for proposal evaluation purposes only, from the Respondent's cost proposal in order to calculate the cost or price to be used to evaluate the proposal.

“Small business enterprise” means, as MCC 2-92-670 may be updated from time to time, a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 C.F.R. Part 121, relevant to the scope(s) of work the firm seeks to perform on city contracts. A firm is not an eligible small business enterprise in any city fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 C.F.R. Part 121.

“Veteran” means a person who has served in the United States armed forces and was discharged or separated under honorable conditions.

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a proposal incentive of 5% of the contract cost proposal, to any qualified respondent that is an eligible joint venture.

Respondents desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the respondent satisfies all pertinent requirements as an eligible joint venture.

As a condition of being awarded after claiming this incentive, the eligible joint venture shall continue to meet the definition of an eligible joint venture. If a contract is awarded to the eligible joint venture, upon completion of the work, any eligible joint venture that receives a proposal incentive but fails to meet the definition of eligible joint venture during the term of the contract for which the proposal incentive was applied shall be fined in an amount equal to three times the amount of the proposal incentive.

The contractor shall maintain adequate records necessary to ensure compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractor shall maintain all relevant records a period that is the longer of seven years or as after final acceptance of the work in accordance with the Local Records Act.

**CITY-BASED BUSINESS AFFIDAVIT**

The City-Based Business preference of 2% is applicable to Contracts funded in whole by City funds. Respondent must complete this form, and provide a copy of its Chicago business license(s) if applicable, if it desires to be considered for this preference. Respondents that do not complete this page will not be regarded as City-Based Businesses. If Respondent's operations are at multiple locations in the City of Chicago, use additional sheets if necessary..

1. Is Respondent a "City-Based Business" as defined in the "Local and Other Preferences" portion of this solicitation and in MCC 2-92-412?

( ) Yes ( ) No

2. Does the Respondent report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago?

( ) Yes ( ) No

3. Does the Respondent conduct meaningful day-to-day business operations at a facility within the City of Chicago?

( ) Yes ( ) No

4. Street address of business location within the City of Chicago (P.O. address not accepted):

\_\_\_\_\_

5. Describe the business activities are carried out at the location listed above: \_\_\_\_\_

\_\_\_\_\_

6. How many full-time regular employees are currently employed at the location listed above? \_\_\_\_\_

7. Total number of full-time regular employees employed at all locations worldwide? \_\_\_\_\_

8. List City of Chicago business license(s) held; attach copies. If none are required, indicate "none required": \_\_

\_\_\_\_\_

Respondent understands that it may be required to produce records to the Chief Procurement Officer to verify the information provided.

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

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

Signature of Authorized Officer: \_\_\_\_\_ (Signature)

Title of Signatory: \_\_\_\_\_ (Print or Type)

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

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

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

**INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES AFFIDAVIT**

An Eligible Business incentive for alternatively powered vehicles may be applicable. Respondent must complete this form if it desires to be considered for this incentive. Respondents who do not complete and submit this form with their proposals will be deemed to be non-Eligible Businesses.

1. Is Respondent a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region")? ( ) Yes ( ) No

2. Street address of principal place of business: \_\_\_\_\_

3. How many total vehicles, as defined in the Local and Other Preferences section of this solicitation, "Incentive for Alternately Powered Vehicles," are currently owned, operated, leased or otherwise controlled by respondent?

**Line 3(a):** \_\_\_\_\_

4. How many of respondent's vehicles are located and used within the Six County Region?

**Line 4(a): number of vehicles** \_\_\_\_\_

**Line 4(b): percentage of fleet (line 4(a) divided by line 3(a))** \_\_\_\_\_ %

5. How many of respondent's vehicles located and used within the Six County Region are alternatively powered vehicles, as defined in the Local and Other Preferences section of this solicitation, "Incentive for Alternately Powered Vehicles?"

**Line 5(a): number of vehicles** \_\_\_\_\_

**Line 5(b): percentage of Six County fleet (line 5(a) divided by line 4(a))** \_\_\_\_\_ %

Respondent understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

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

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

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

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_ (name/s of person/s making statement).

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

**SMALL BUSINESS ENTERPRISE AND VETERAN-OWNED BUSINESS ENTERPRISE JOINT VENTURE AFFIDAVIT**

Respondent must complete this form if it desires to be considered for the incentive as described in the Local and Other Preferences section of this solicitation, for joint ventures between Small Business Enterprises and Veteran-Owned Business Enterprises. Respondents that do not complete this page will not be regarded as eligible joint ventures. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

- 1. Is respondent an "eligible joint venture" as defined in MCC 2-92-418?  
( ) Yes ( ) No
- 2. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-670?  
( ) Yes ( ) No
- 3. Is at least one member of the eligible joint venture a "veteran-owned business enterprise as that term is defined in MCC 2-92-670?  
( ) Yes ( ) No
- 4. Is the veteran-owned business identified above certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57? If yes, please provide appropriate documentation.  
( ) Yes ( ) No
- 5. If the answer to # 4 above is no, is the veteran-owned business an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?  
( ) Yes ( ) No
- 6. If qualifying as a veteran-owned business under the requirements of #5 above, please list all owners, their percentage of ownership interest, and provide appropriate documentation demonstrating status as veteran, as that term is defined in MCC 2-92-418.

---

7. List City of Chicago business license(s) held and attach copies if applicable. If none are required, indicate "none required":

---

Respondent understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Joint Venture: \_\_\_\_\_

(Print or Type)

Signature of Authorized Officer for SBE: \_\_\_\_\_

(Signature)

Title of Signatory: \_\_\_\_\_

(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: \_\_\_\_\_

(Signature)

Title of Signatory: \_\_\_\_\_

(Print or Type)

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

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

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

**EXHIBIT 12**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT (PSA)**

Specification No. 120173

P.O. No. \_\_\_\_\_

Vendor No. \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF CHICAGO**

**DEPARTMENT OF FINANCE AND DEPARTMENT OF FIRE**

**AND**



**PART A: EMERGENCY MEDICAL SERVICES (EMS) BILLING AND COLLECTION SERVICES; AND**

**PART B: PATIENT TRACKING AND MOBILE ELECTRONIC PATIENT CARE AND REPORTING (EPCR) SYSTEM SOLUTION**

**RAHM EMANUEL  
MAYOR**

**JAMIE L. RHEE  
CHIEF PROCUREMENT OFFICER**



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## **ARTICLE 1. INTRODUCTION**

This Contract is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date") by and between \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of \_\_\_\_\_ ("City"), at Chicago, Illinois.

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

NOW, THEREFORE, the City and the Contractor Agree as Follows:

## **ARTICLE 2. INCORPORATION OF EXHIBITS:**

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

- Exhibit 1: Scope of Services and Time Limits for Performance
  - Key Personnel
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Example Insurance Certification and Evidence of Insurance
- Exhibit 4: Economic Disclosure Statement and Affidavit
- Exhibit 5: Special Conditions Regarding Minority and Women Owned Business Enterprise (MBE/WBE) Commitment
- Exhibit 6: HIPAA Business Associates Agreement
- Exhibit 7: City Data Policy
- Exhibit 8: City Identity Protection Policy

## **ARTICLE 3. STANDARD TERMS AND CONDITIONS**

### **3.1. General Provisions**

#### **3.1.1. Definitions**

**"Addendum"** is an official revision of the Bid Documents issued by the Chief Procurement Office prior to Bid Opening Date.

**"Airports"** means Chicago O'Hare International Airport and Chicago Midway International Airport.

**"Airside"** means, generally, those areas of an Airport which requires a person to pass through a security checkpoint to access. References to "sterile areas" generally mean Airside areas within terminal buildings. References to "Airfield", "Aircraft Operations Area", "AOA", or "**Secured areas**" generally mean outdoor Airside areas or areas not accessible to passengers.

**"Attachments"** are all the exhibits and other documents attached to the Bid Documents and/or incorporated into the Contract by reference.

**"Bid"** refers to an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept, or in the case of an RFP or RFQ, the submission/proposal in response to that solicitation which may be subject to negotiation.

**"Bidder"** is a person, firm, or entity submitting a Bid in response to an invitation for bids; for RFPs and RFQs, references may be made to "Respondents." Once the Contract is awarded the Contractor shall assume that all references to a Bidder or Respondent and such attendant obligations apply to the Contractor.

**"Bid Opening Date"** is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations.

**"Bid Documents"** means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and incorporated by such reference, in connection with an invitation for bids or proposals. Except for such Bid Documents as are posted on the City's website and incorporated by reference, all Bid Documents must be submitted by a bidder on the Bid Opening Date.

**"Business Day"** means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

**"Calendar Day"** means all calendar days in accordance with the world-wide accepted calendar.

**"Chief Procurement Officer"** abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

**"City"** means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.

**"Commissioner"** means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

**"Contact Person"** means the Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise in connection with Contractor's performance under the Contract.

**"Contract"** means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

**"Contractor"** means the Bidder or Proposer (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Bidder or Proposer in the Contract Documents is understood to apply to the Contractor.

**"Department"** which may also be referred to as the using/user Department is the City Department which appears on the applicable Purchase Order Release for goods, work, or services provided under this Contract.

**"Detailed Specifications"** refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

**"Force Majeure Event"** means an event beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages not caused or unmitigated by the Contractor.

**"Holidays"** refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

**"MCC"** is the abbreviation for the Municipal Code of Chicago.

**"Party"** or collectively "Parties" refers to the entities that have entered into this Contract including the Contractor and the City.

**"Purchase Order"** means a written purchase order from a Department referencing this Contract. Purchase Orders may also be referred to as "Blanket Releases".

"**Services**" refers to all work, services, and materials whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.

"**Specification**" means the Bid Documents, including but not limited to the Detailed Specifications.

"**Subcontractor**" means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

### **3.1.2. Interpretation of Contract**

#### **3.1.2.1. Order of Precedence**

The order of precedence of the component contract parts will be as follows:

- Standard Terms and Conditions
- Addenda, if any
- Plans or drawings, if any
- Detailed Specifications / Scope
- Standard specifications or terms of the City, State, or Federal Government
- Insurance Requirements
- MBE/WBE/DBE Special Conditions, if any
- Invitation to bid and proposal (bid) pages, if applicable
- Performance Bond, if required
- Bid Deposit, if required

#### **3.1.2.2. Interpretation and Rules**

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner or CPO, as applicable. Similarly, the words "approved", "acceptable", "satisfactory", and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

#### **3.1.2.3. Severability**

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

#### **3.1.2.4. Entire Contract**

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

### **3.1.3. Subcontracting and Assignment**

#### **3.1.3.1. No Assignment of Contract**

Pursuant to 65 ILCS 8-10-14, Contractor may not assign this Contract without the prior written consent of the CPO. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO's discretion.

#### **3.1.3.2. Subcontracts**

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's website:  
[http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred\\_firms\\_list.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html)

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the CPO is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the CPO; any substitution of a Subcontractor without the prior written consent of the CPO is null and void.

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval.

**3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval**

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

**3.1.3.4. City's Right to Assign**

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests in this Contract without the consent or approval of the Contractor.

**3.1.3.5. Assigns**

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

**3.1.4. Contract Governance**

**3.1.4.1. Governing Law and Jurisdiction**

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

**3.1.4.2. Consent to Service of Process**

The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contractor designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago,

Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.

**3.1.4.3. Cooperation by Parties and between Contractors**

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

The Contractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

**3.1.4.4. No Third Party Beneficiaries**

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

**3.1.4.5. Independent Contractor**

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

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

The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Contractor performing the Services required under this Contract.

Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

**3.1.4.6. Authority**

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity(s) rules and procedures.

**3.1.4.7. Joint and Several Liability**

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

**3.1.4.8. Notices**

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to the Department of Law, Room 600, City Hall, 121 N LaSalle Street, Chicago, Illinois 60602.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address listed on the Bid Documents' proposal page. If this contract was awarded through a process that does not use bid or proposal documents, notices to contractor will be sent to an address specified in the Contract.

**3.1.4.9. Amendments**

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor, Mayor, CPO, and Comptroller, unless specifically allowed for by the Contract Documents.

**3.1.4.10. No Waiver of Legal Rights**

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

**3.1.4.11. Non-appropriation of Funds**

Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

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



occurrence and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted.

No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

**3.1.4.12. Participation By Other Government Agencies**

Other Local Government Agencies (defined below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the City of Chicago's CPO, and (c) such purchases have no net adverse effect on the City of Chicago and result in no diminished services from the Contractor to the City's Departments.

Examples of such Local Government Agencies are: the Chicago Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.

Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

**3.1.5. Confidentiality**

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

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

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

**3.1.6. Indemnity**

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees (collectively, the "Indemnified Parties,") from and against any and all Losses (as defined below), in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract, except as otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to

pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Contractor to the Indemnified Parties will be to the maximum extent permitted under applicable law.

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Contractor, its employees, agents and subcontractors.

The Contractor will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder.

At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the work or service performed under the Contract, that it involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Contractor to provide the City with a separate defense of any such suit.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of work or services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

#### **3.1.7. Non-Liability of Public Officials**

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

#### **3.1.8. Contract Extension Option**

The City may extend this Contract once following the expiration of the contract term for up to 181 Calendar Days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The CPO will

give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

### **3.2. Compensation Provisions**

#### **3.2.1. Ordering, Invoices, and Payment**

##### **3.2.1.1. Purchase Orders**

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Contractor without a Purchase Order is made at the Contractor's risk. Consequently, in the event such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

Purchase Orders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions regarding performance or delivery.

##### **3.2.1.2. Invoices**

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the accepted Price List or Proposal Pages or of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

##### **3.2.1.3. Payment**

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:

[http://www.cityofchicago.org/content/dam/city/depts/fin/supp\\_info/DirectDepositCityVendor.pdf](http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf).

The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

##### **3.2.1.4. Electronic Ordering and Invoices**

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to price lists/catalogs, purchase orders, releases and invoices. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The CPO reserves the right to change the document format and/or the means of transmission upon written

notice to the Contractor. Contractor will ensure that the essential information, as determined by the CPO, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the CPO may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

#### **3.2.1.5. City Right to Offset**

The City may offset against any invoice from Contractor any costs incurred by the City as a result of event of default by Contractor under this Contract or otherwise resulting from Contractor's performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Contractor or overpayments made by the City. If the amount offset is insufficient to cover those costs, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

#### **3.2.1.6. Records**

Upon request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Services and will retain them in a safe place and must retain them for a period that is the longer of five (5) years or as required by relevant retention schedules after the expiration or termination of the Contract.

#### **3.2.1.7. Audits**

##### **3.2.1.7.1. City's Right to Conduct Audits**

The City may, in its sole discretion, audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

##### **3.2.1.7.2. Recovery for Over-Billing**

If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and, depending on the facts, also some or all of the cost of the audit, as follows:

If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with the foregoing is an event of default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

#### **3.2.2. Subcontractor Payment Reports**

The Contractor must report payments to Subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Contractor for services performed, on the first day of each month and every month thereafter, email and/or fax notifications will be sent to the Contractor with instructions to report payments to Subcontractors that have been made in the prior

month. This information must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Contractor has reported payments made to each Subcontractor, including zero dollar amount payments, the Subcontractor will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (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.

All contracts between the Contractor and its Subcontractors must contain language requiring the Subcontractors to respond to email and/or fax notifications from the City requiring them to report payments received from the Contractor.

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

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within fourteen (14) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

### **3.2.3. Prompt Payment to Subcontractors**

#### **3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts**

Contractor must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor's participation and that of its Subcontractors on this Contract.

#### **3.2.3.2. Payment to Subcontractors Within Fourteen Days**

The Contractor must make payment to its Subcontractors within 14 days of receipt of payment from the City for each invoice, but only if the Subcontractor has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment for a to a Subcontractor when the Subcontractor's work or materials do not comply with the requirements of the Contract Documents, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

##### **3.2.3.2.1. Reporting Failures to Promptly Pay**

The City posts payments to prime contractors on the web at <http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers within 14 days after receipt of payment under a City contract, the Contractor shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 14-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 14-day period required above, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

[http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure\\_to\\_Promptly\\_Pay\\_Fillable\\_Form\\_3\\_2013.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure_to_Promptly_Pay_Fillable_Form_3_2013.pdf)

The report will require the Subcontractor to affirm that (a) its invoice to the Contractor was included in the payment request submitted by the contractor to the City and (b) Subcontractor has not, at the time of the report, received payment from the contractor for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the contractor.

Subcontractors are hereby reminded that per Chapters 1-21, "False Statements," and 1-22, "False Claims," of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

#### **3.2.3.2.2. Whistleblower Protection**

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 3.2.3. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.5 hereof, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

#### **3.2.3.3. Liquidated Damages for Failure to Promptly Pay**

Much of the City's economic vitality derives from the success of its small businesses. The failure by contractors to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Contractor and City agree that the Chief Procurement Officer may assess liquidated damages against contractors who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Contractor to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City's Small Business Program.

#### **3.2.3.4. Action by the City**

Upon receipt of a report of a failure to pay, the City will issue notice to the contractor, and provide the contractor with an opportunity to demonstrate reasonable cause for failing to make payment within applicable period set forth in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a contractor is reasonable. In the event that the contractor fails to demonstrate reasonable cause for failure to make payment, the City shall notify the contractor that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

First Unexcused Report:	\$50
Second Unexcused Report:	\$100
Third Unexcused Report:	\$250
Fourth Unexcused Report:	\$500

#### **3.2.3.5. Direct Payment to Subcontractors By City**

The CPO may notify the Contractor that payments to the Contractor will be suspended if the CPO has determined that the Contractor has failed to pay any Subcontractor, employee, or workman, for work performed. If Contractor has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the CPO may request the Comptroller to apply any money due, or that may become due, to Contractor under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly.

Further, if such action is otherwise in the City's best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

#### **3.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions**

If at any time after the Bid Opening Date the Contractor makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

For purpose of this provision, a general price reduction will mean any reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision.

The Contractor must invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the General Price Reduction provision of the Contract. The Contractor, in addition, must within 10 calendar days of any general price reduction notify the CPO of such reduction by letter. Failure to do so will be an event of default. Upon receipt of any such notice of a general price reduction all participating Departments will be duly notified by the CPO.

Failure to notify the CPO of a General Price Reduction is an event of default, and the City's remedies shall include a rebate to the City of any overpayments.

### **3.3. Compliance With All Laws**

#### **3.3.1. General**

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

#### **3.3.2. Non-Discrimination**

##### **3.3.2.1. Federal Affirmative Action**

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec.

Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

**3.3.2.2. Illinois Human Rights Act**

Contractor must comply with the Illinois Human Rights Act, 775ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750 Appendix A.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

**3.3.2.3. Chicago Human Rights Ordinance MCC Ch. 2-160**

Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

**3.3.2.4. Business Enterprises Owned by People With Disabilities (BEPD)**

It is the policy of the City of Chicago that businesses certified as a BEPD in accordance with MCC Sect. 2-92-337 et seq., Regulations Governing Certification of BEPDs, and all other Regulations promulgated under the aforementioned sections of the MCC; shall have the full and fair opportunities to participate fully in the performance of this Contract

Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City deems appropriate.

For purposes of this section only, the following definitions apply:

**"Business Enterprises owned by People with Disabilities" or "BEPD"** has the same meaning ascribed to it in MCC Sect. 2-92-586.

**"Bid incentive"** means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

**"Construction project"** has the same meaning ascribed to it in MCC Sect. 2-92-335.

**"Contract"** means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the City and whose costs is to be paid from funds belonging to or administered by the City.

**"Contract base bid"** means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

**"Earned credit"** means the amount of the bid incentive allocated to a contractor upon completion of a contract in which the contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.

**"Earned credit certificate"** means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a contractor has been awarded.



The CPO shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.

Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

<i>% of total dollar contract amount performed by BEPD</i>	<i>Bid incentive</i>
2 to 5%	½% of the contract base bid
6 to 10%	1% of the contract base bid
11% or more	2% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

As part of the contract close-out procedure, if the CPO determines that the Contractor has successfully met his or her BEPD utilization goals either as a prime contractor or with subcontractors, the CPO shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Contractor may apply the earned credit certificate on multiple future contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one contract award. If the Contractor applies the earned credit certificate on multiple contract bids and is the lowest responsive and responsible bidder on more than one contract bid, the earned credit certificate shall be applied to the contract bid first to be advertised by the Department of Procurement Services, or if multiple contract bids were advertised on the same date, the earned credit certificate shall be applied only to the contract bid with the greatest dollar value

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the CPO, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period that is the longer of five years or as required by relevant retention schedules after final acceptance of the work.

The CPO is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

### **3.3.3. Wages**

#### **3.3.3.1. Minimum Wage, Mayoral Executive Order 2014-1**

Mayoral Executive Order 2014-1 provides for a fair and adequate Minimum Wage to be paid to employees of City contractors and subcontractors performing work on City contracts. A copy of the Order may be downloaded from the Chicago City Clerk's website at:  
<http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>

If this contract was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. As of October 1, 2014, the Minimum Wage to be paid pursuant to the Order is \$13.00 per hour. The Minimum Wage must be paid to:

- All employees regularly performing work on City property or at a City jobsite.
- All employees whose regular work entails performing a service for the City under a City contract.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment of a Base Wage pursuant to MCC Sect. 2-92-610 is required for work or services done under this Contract, and the Minimum Wage is higher than the Base Wage, then the Contractor must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

#### **3.3.3.2. Living Wage Ordinance**

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

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2014 the Base Wage is \$11.93. The current rate can be found on the Department of Procurement Services' website. Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

The Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such

documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith.

Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three years.

Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions above do not apply.

### **3.3.3.3. Equal Pay**

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*, as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

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

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to the Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

#### **3.3.4.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)**

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

#### **3.3.4.2. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification**

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States

or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

Contractor, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.

One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the CPO under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the CPO to reduce, suspend, or waive the period of ineligibility.

#### **3.3.4.3. Federal Terrorist (No-Business) List**

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

#### **3.3.4.4. Governmental Ethics Ordinance 2-156**

Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

#### **3.3.4.5. Lobbyists**

Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a

non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

### **3.3.5. Restrictions on Business Dealings**

#### **3.3.5.1. Conflicts of Interest**

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any enterprise which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest shall be employed. If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise.

#### **3.3.5.2. Prohibition on Certain Contributions, Mayoral Executive Order 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.

### **3.3.6. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380**

In addition to the certifications regarding debts owed to the City in the EDS, Contractor is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or

the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

### **3.3.7. Other City Ordinances and Policies**

#### **3.3.7.1. False Statements**

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or Contract Documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to MCC Sect. 1-21-010.

#### **3.3.7.2. MacBride Principles Ordinance, MCC Sect. 2-92-580**

This law promotes fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with MCC Sect. 2-92-580, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

For those bidders who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the

purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

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

#### **3.3.7.3. 2014 Hiring Plan Prohibitions**

- A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- B. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
- C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

#### **3.3.7.4. Inspector General and Legislative Inspector General**

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56 or 2-55, respectively. Contractor understands and will abide by all provisions of MCC Ch. 2-56 and 2-55.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

#### **3.3.7.5. Duty to Report Corrupt Activity**

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

#### **3.3.7.6. Electronic Mail Communication**

Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

#### **3.3.7.7. EDS Update Obligation**

Contractor is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Contractor in default, termination of the Contract for default, and declaring that the Contractor is ineligible for future contracts.

### **3.3.8. Compliance with Environmental Laws and Related Matters**

#### **3.3.8.1. Definitions**

For purposes of this section, the following definitions shall apply:

Environmental Agency: An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

Environmental Claim: An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., the Clean Air Act, 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., the Occupational Safety and Health Act, 29 U.S.C. 651, et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Health and Safety Act, 820 ILCS 225/.01, et seq., Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

Law(s): The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

Routine: As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no



way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

**3.3.8.2. Joint Ventures**

If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

**3.3.8.3. Compliance With Environmental Laws**

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

**3.3.8.4. Costs**

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. No provision of this Contract is intended to create or constitute an exception to this provision.

**3.3.8.5. Proof of Noncompliance; Authority; Cure**

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The CPO may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Contractor's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's actions or inaction towards preventing future noncompliance.

**3.3.8.6. Copies of Notices and Reports; Related Matters**

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 48 hours of making, submitting or filing the original report.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

**3.3.8.7. Requests for Documents and Information**

If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Contractor must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

**3.3.8.8. Environmental Claims and Related Matters**

Within 24 hours of receiving notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department . Thereafter, Contractor must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

**3.3.8.9. Preference for Recycled Materials**

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, Contractor must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

**3.3.8.10. No Waste Disposal in Public Way MCC 11-4-1600(E)**

Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

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

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

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

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

**3.4. Contract Disputes**

**3.4.1. Procedure for Bringing Disputes to the Department**

The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:

- A. The Claim is made in good faith;
- B. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- C. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
- D. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the final decision. If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

#### **3.4.2. Procedure for Bringing Disputes before the CPO**

Only after the Commissioner has rendered a final decision denying the Contractor's claim may a dispute be brought before the CPO.

If the Contractor and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Contractor must and the using Department may submit the dispute the CPO for an administrative decision based upon the written submissions of the parties. The party submitting the dispute to the CPO must include documentation demonstrating its good faith efforts to resolve the dispute and either the other party's failure to exercise good faith efforts or both parties' inability to resolve the dispute despite good faith efforts.

The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, and on-line at:

[http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute\\_Regulations\\_2002.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf)

### **3.5. Events of Default and Termination**

#### **3.5.1. Events of Default**

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. Contractor's material failure to perform any of its obligations under this Contract including the following:
- C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
- D. Failure to have and maintain all professional licenses required by law to perform the Services;

- E. Failure to timely perform the Services;
- F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- G. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- H. Discontinuance of the Services for reasons within Contractor's reasonable control;
- I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
- J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and
- K. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.
- L. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.
- M. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.
- N. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

### **3.5.2. Cure or Default Notice**

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default.

The CPO will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice").

If a Cure Notice is sent, the CPO may in his/her sole discretion will give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Contractor's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

Whether to issue the Contractor a Default Notice is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

When a Default Notice with intent to terminate is given, Contractor must discontinue any Services, unless otherwise directed in the notice.

### **3.5.3. Remedies**

After giving a Default Notice, the City may invoke any or all of the following remedies:

- A. The right to take over and complete the Services, or any part of them, at Contractor(s) expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Contract for the Services that were assumed by the City as agent for Contractor
- B. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;
- C. The right to seek specific performance, an injunction or any other appropriate equitable remedy;
- D. The right to seek money damages;
- E. The right to withhold all or any part of Contractor's compensation under this Contract;
- F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

#### **3.5.4. Non-Exclusivity of Remedies**

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

#### **3.5.5. City Reservation of Rights**

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

#### **3.5.6. Early Termination**

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision.

If the City's election to terminate this Contract for default pursuant to the default provisions of the Contract is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Early Termination provision.

### **3.6. Department-specific Requirements**

Contractor must comply with the relevant user Department's specific requirements in the performance of this Contract if applicable.

#### **3.6.1. Department of Aviation Standard Requirements**

For purposes of this section "Airport" refers to either Midway International Airport or O'Hare International Airport, which are both owned and operated by the City of Chicago.

### **3.6.1.1. Confidentiality of Airport Security Data**

Contractor has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Contractor acknowledges that information provided to, generated by, or encountered by Contractor may include Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

### **3.6.1.2. Aviation Security**

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

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

### **3.6.1.3. Airport Security Badges**

As part of airport operations and security, the Contractor must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing the form for each employee and subcontractor employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make

available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Drivers Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on its employees or its Subcontractors employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Drivers Licenses must be adhered to:

- A. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.
- B. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver's License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.
- C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
- E. The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

#### **3.6.1.4. General Requirements Regarding Airport Operations**

##### **3.6.1.4.1. Priority of Airport Operations**

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

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

##### **3.6.1.4.2. Interruption of Airport Operations**

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

Prior to start of work, the Contractor must request of the Deputy Commissioner in charge of the project to provide specific requirements and instructions which are applicable to the particular work site areas, including, but not limited to, areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractors must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint.

#### **3.6.1.4.3. Safeguarding of Airport Property and Operations**

The Contractor must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

#### **3.6.1.4.4. Work on the Airfield**

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

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

The Contractor acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of the Contractor to perform the work in accordance with the provisions of this section and to



enforce same with regard to all subcontractors, material men, laborers, invitees and all other persons under the Contractor's control is an event of default.

**3.6.1.4.5. Parking Restrictions**

Prior to commencing work, the Contractor must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Contractors are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employees expense.

**3.6.2. Emergency Management and Communications (OEMC) Security Requirements**

**3.6.2.1. Identification of Workers and Vehicles**

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Executive Director, as required. Contractor, Subcontractors, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Executive Director after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

**3.6.2.2. Access to Facilities**

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Executive Director relating to any threat to O.E.M.C infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

Each employee whom Contractor wishes to have access to an O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive a O.E.M.C Security Badge. If

Contractor wishes a vehicle to have access to a O.E.M.C facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at O.E.M.C facilities and all vehicles to be used on the job site. The Executive Director may grant or deny the application in his sole discretion. The Contractor must make available to the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Executive Director's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Executive Director. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

### **3.6.2.3. Security Badges and Vehicle Permits**

O.E.M.C Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on O.E.M.C property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

### **3.6.2.4. Gates and Fences**

Whenever the Contractor receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with O.E.M.C design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

#### **3.6.2.5. Hazardous or Illegal Materials**

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on O.E.M.C property. Alcoholic beverages are also prohibited.

#### **3.6.3. Chicago Police Department Security Requirements**

As part of Police operations and security, the Contractor must obtain from the Police Department, Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at any Police Department facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee. The Superintendent may grant or deny the application in his sole discretion. The Contractor must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

- A. Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.
- B. Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

#### **3.6.4. Department of Water Management ("DOWM") Security Requirements**

##### **3.6.4.1. Identification of Workers and Vehicles**

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Commissioner, as required. Contractor, Subcontractors, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Commissioner after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to DOWM Security.

##### **3.6.4.2. Access to Facilities**

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and

the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Contractor to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

#### **3.6.4.3. Security Badges and Vehicle Permits**

Each employee whom Contractor wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Contractor wishes a vehicle to have access to a DOWM facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at DOWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Commissioner's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Commissioner. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

DOWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for

the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.

- C. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

#### **3.6.4.4. Gates and Fences**

Whenever the Contractor receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with DOWM design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

#### **3.6.4.5. Hazardous or Illegal Materials**

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.

### **ARTICLE 4. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS**

#### **4.1. Providing Services**

The Contractor must not honor any verbal requests for Services or perform or bill for any Services without receipt of a written Purchase Order issued by the Department. Any work performed by the Contractor without a written Purchase Order is done at the Contractor's risk. Consequently, in the event a written Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work performed provided without a Purchase Order.

If indicated in the Scope or Detailed Specifications, Services will be determined on an as-needed basis and as described on a Task Order Services Request ("TOSR") (which process is described in the Scope or Detailed Specifications). Only if the Contractor has successfully been awarded a Task Order will it then receive a Purchase Order (a.k.a. purchase order release, blanket order release, or sub-order) authorizing the

Contractor to perform Services. Purchase Orders will indicate the specification number, purchase order number, project description, milestones, deadlines, funding, and other such pertinent information.

#### **4.2. Standard of Performance**

Contractor must perform all Services required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor in the community performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Contract. Contractor acknowledges that it may be entrusted with or may have access to valuable and confidential information and records of the City and with respect to that information only, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide the City copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Contract.

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

Contractor shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with construction work performed by others.

To the extent they exist, the City may furnish structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over any work, or reasonably requested by Contractor.

In the event Contractor's Services include any remodeling, alteration, or rehabilitation work, City acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions.

#### **4.3. Deliverables**

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. "Deliverables" include work product, produced by Contractor, including but not limited to written reviews, reports, recommendations, charts, analysis, designs, plans, specifications, drawings, or other similar products.

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

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

#### **4.4. Additional Services**

Additional Services means those Services which are within the general scope of Services of this Contract, but beyond the description of services in the Detailed Specifications and all services reasonably necessary to

complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the Department require the approval by the City through a formal amendment pursuant to Section 1.4.9 of the Standard Terms and Conditions before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

#### **4.5. Timeliness of Performance**

Contractor must provide the Services and Deliverables within the term and within the time limits required under this Contract, pursuant to Detailed Specifications or as specified in the applicable Task Order or Purchase Order. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits may result in economic or other losses to the City.

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

#### **4.6. Suspension**

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

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

#### **4.7. Personnel**

##### **4.7.1. Adequate Staffing**

Contractor must, upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The level of staffing may be revised from time to time by notice in writing from Contractor to the City with a detailed explanation and/or justification only with prior written consent of the Commissioner, which consent the Commissioner will not withhold unreasonably. The City may also from time to time request that the Contractor adjust staffing levels to reflect workload and level of required Services or Additional Services.

##### **4.7.2. Key Personnel**

In selecting the Contractor for this Contract the City relied on the qualifications and experience of those persons identified by Contractor by name as performing the Services ("Key Personnel"). Contractor must not reassign or replace Key Personnel without the written consent of the Commissioner, which consent the Commissioner will not unreasonably withhold. The Commissioner may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Contract by one or more Key Personnel. Upon that notice Contractor must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the Commissioner. Contractor's Key Personnel, if any, are identified in the Scope of Services / Detailed Specifications portion of this Contract.

##### **4.7.3. Salaries and Wages**

Contractor and any subcontractors must pay all salaries and wages due all employees performing Services under this Contract unconditionally and at least once a month without deduction or rebate on

any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Contract Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this paragraph is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

#### **4.8. Ownership of Documents**

Except as otherwise agreed to in advance by the Commissioner in writing, all Deliverables, data, findings or information in any form prepared or provided by Contractor or provided by City under this Contract are property of the City, including all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at Contractor's expense. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights which are not owned by Contractor.

#### **4.9. Copyright Ownership and other Intellectual Property**

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Contract are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq., and that the City will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement. To the extent that any Deliverable does not qualify as a "work made for hire", Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyright and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Contract and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Contractor. Contractor shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Contractor's direct involvement and consent.

Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that, on the date of delivery, except as expressly stated otherwise in writing to the Commissioner or before that date: (a) Contractor will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Contractor will have the legal rights to fully assign the copyrights, (c) Contractor will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Contractor is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables, (e) the Deliverables will be complete, entire and comprehensive within the standard of performance under Section 2.3 of this Contract, and (f) the Deliverables will constitute works of original authorship.

##### **4.9.1. Patents**



If any invention, improvement, or discovery of the Contractor or its Subcontractors is conceived or first actually reduced to practice during performance of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor must notify the City immediately and provide the City a detailed report regarding such invention, improvement, or discovery. If the City determines that patent protection for such invention, improvement, or discovery should be sought, Contractor agrees to seek patent protection for such invention, improvement, or discovery and to fully cooperate with the City throughout the patent process. The Contractor must transfer to the City, at no cost, the patent in any invention, improvement, or discovery developed under this Contract and any patent rights to which the Contractor purchases ownership with funds provided to it under this Contract.

#### **4.9.2. Indemnity**

Without limiting any of its other obligations under this Contract and in addition to any other obligations to indemnify under this Contract, Contractor must, upon request by the City, indemnify, save, and hold harmless the City, and if this Contract is federally funded the Federal Government, and their respective officers, agents, and employees acting within the scope of their original duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any Deliverables furnished under the Contract. The Contractor is not required to indemnify the City or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the City or Federal Government.

#### **4.9.3. Limitation of Liability**

Contractor will have no liability to the City for losses arising out of any use by or through the City of Deliverables prepared by Contractor pursuant to this Contract for any project or purpose other than the project or purpose for which they were prepared.

#### **4.10. Approvals**

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

#### **4.11. Cooperation**

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

#### **4.12. Compliance with the Americans with Disabilities Act and Other Laws Concerning Accessibility**

Contractor covenants that all designs, plans and drawings produced or utilized under this Contract will address and comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Contractor must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also, Contractor must, prior to construction, review the plans and specifications to insure compliance with these standards. If Contractor fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in this contract or otherwise available at law, in equity or by statute, require Contractor to perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

#### **4.13. Reimbursement for Travel**

In the event that reimbursable travel is required for this contract and authorized by the City, any travel expenses will be reimbursed only in accordance with the then-current City of Chicago Travel Reimbursement Guidelines. The Guidelines may be downloaded from the Internet at: <http://www.cityofchicago.org/Forms>.

The direct link is:

[http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago\\_TravelGuidelines.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago_TravelGuidelines.pdf).

### **ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS**

#### **5.1. Scope of Services**

This Contract is for Part A: Emergency Medical Services (EMS) Billing and Collection services; and Part B: Patient Tracking and Mobile Electronic Patient Care and Reporting (EPCR) System Solution.

More specifically, the Services that Consultant must provide are described in **Exhibit 1**, "Scope of Services and Time Limits for Performance."

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Contract.

#### **5.2. List of Key Personnel**

Key Personnel are listed in Exhibit 1.

#### **5.3. Term of Performance**

This Contract takes effect as of the Effective Date and continues for 60 months, unless terminated earlier or extended pursuant to the terms of this contract.

The City will establish the start and expiration dates at the time of formal award and release of this contract.

#### **5.4. Contract Extension Option**

The City has the option to extend the term of this Contract for three additional 12 month terms or a single additional 36 month term beyond the 60 month term set forth above, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract.

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

The 181 day extension for the purposes of providing continuity of service, described in the Standard Terms and Conditions article of this Contract, may be exercised in lieu of an option period or following the exhaustion of all option periods and does not require formal amendment of the Contract.

#### **5.5. Payment**

##### **5.5.1. Basis of Payment**

The City will pay Contractor according to the Schedule of Compensation in the attached **Exhibit 2** for the completion of the Services in accordance with this Agreement, including the standard of performance found in "Special Conditions for Professional Services Contracts," above.

##### **5.5.2. Method of Payment**

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

##### **5.5.3. Centralized Invoice Processing**

Unless stated otherwise in the Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

*Invoices for any City department other than the Department of Aviation:*

Invoices  
City of Chicago, Office of the City Comptroller  
121 N. LaSalle St., Room 700, City Hall  
Chicago, IL 60602

*Invoices for the Department of Aviation:*

Chicago Department of Aviation  
10510 W. Zemke Blvd.  
P.O. Box 66142  
Chicago, IL 60666  
Attn: Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to: [invoices@cityofchicago.org](mailto:invoices@cityofchicago.org) with the word "INVOICE" in the subject line.

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

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

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s).

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

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

Contractor must not submit invoices for less than \$500 unless a particular invoice is for last payment related to closeout of services.

#### **5.5.4. Criteria for payment**

The reasonableness, allocability, and allowability of any costs and expenses charged by Contractor under this contract will be determined by the Chief Procurement Officer and the Commissioner in their sole discretion.

In the event of a dispute between Contractor and the City as to whether any particular charge will be paid, or as to whether the amount of such charge is reasonable, allocable to the services under the contract, or allowable, the Contractor must, and the Department may, refer such dispute to the Chief Procurement Officer for resolution in accordance with the Contract Disputes section of this contract. The City will not withhold payment for undisputed sums on such invoice while a dispute is being resolved.

**5.6. Funding**

The source of funds for payments under this Contract is Fund number 013-0100-099-4429-0689-220689. Payments under this Agreement must not exceed \$ \_\_\_\_\_ without a written amendment in accordance with the Amendments section of the "Standard Terms and Conditions" above. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.

**ARTICLE 6. SIGNATURE PAGE**

Contract Number: <<click and type number>>  
Specification Number: <<click and type number>>  
Contractor (Vendor) Name: <<click and type name>>  
Total Amount (Value): <<click and type number>>  
Fund Chargeable: <<click and type number>>

**SIGNED at Chicago, Illinois:**

**CONTRACTOR:**  
<<click and type name>>

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

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

This instrument was acknowledged before me on \_\_\_\_\_ (date) by \_\_\_\_\_  
as President (or other authorized officer) and \_\_\_\_\_ as Secretary of  
\_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
Notary Public Commission Expires

**CITY OF CHICAGO**

By: \_\_\_\_\_  
Mayor Date  
\_\_\_\_\_  
Comptroller Date  
\_\_\_\_\_  
Chief Procurement Officer Date

## **EXHIBITS 1- 7**

NOTE: The physical exhibits associated with Exhibits 1-7 as listed in the Table of Contents have been omitted from this sample, as they either appear elsewhere in the RFP in form or substance.

**EXHIBIT 8**  
**CITY IDENTITY PROTECTION POLICY**

## CITY OF CHICAGO IDENTITY PROTECTION POLICY

### 1) Purpose

The City of Chicago (the “City”) adopts this Identity Protection Policy pursuant to the Identity Protection Act, 5 ILCS 179/1 *et seq.* The Identity Protection Act (the “Act”) requires each local and State government agency in Illinois to draft, approve, and implement an Identity Protection Policy to ensure the confidentiality and integrity of Social Security numbers (“SSNs”) that agencies collect, maintain, and use.

The purpose of this Policy is to set forth the procedures and restrictions that must be observed by all City employees regarding the use and availability of SSNs belonging to City employees and the public. This Policy is effective immediately.

### 2) Access to Social Security Numbers

- a) **Limited access:** Only those City employees who are required to use or handle information or documents that contain SSNs in the course of performing their duties will have access to such information or documents.
- b) **Training:** All City employees who have access to SSNs will receive training on the proper handling of information that contains SSNs.

### 3) Displaying or Printing SSNs

The City shall not:

- a) Publicly post or publicly display in any manner an individual’s SSN. “*Publicly post*” or “*publicly display*” means to intentionally communicate or otherwise intentionally make available to the general public.
- b) Print an individual’s SSN on any card required for an individual to access products or services provided by the City.
- c) Require an individual to transmit a SSN over the Internet, unless the connection is secure or the SSN is encrypted.
- d) Print an individual’s SSN on any materials that are mailed to the individual through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless State or federal law requires the SSN to be on the document to be mailed.

SSNs may be included in applications and forms sent by mail, including but not limited to, any material mailed in connection with the administration of the Unemployment Insurance Act, any material mailed in connection with any tax administered by the Department of Revenue, and documents sent as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy or to confirm the accuracy of the SSN.

A SSN that is permissibly mailed must not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope, or be visible on an envelope without the envelope having been opened.

### 4) Collection, Use or Disclosure of SSNs

The City shall not:

- a) Collect, use, or disclose SSNs from individuals unless:
  - i) required to do so under State or federal law, rules, or regulations, or the collection, use, or disclosure of the SSN is otherwise necessary for the performance of the City’s duties and responsibilities;
  - ii) the need and purpose for the SSN is documented before collection of the Social Security number; and



- iii) the SSN collected is relevant to the documented need and purpose.
- b) Require an individual to use his or her SSN to access an Internet website.
- c) Use the SSN for any purpose other than the purpose for which it was collected.
- d) Exceptions: The prohibitions in Sections 4a) – 4 c) of this Policy do not apply in the following circumstances:

The disclosure of SSNs to agents, employees, contractors, or subcontractors of a governmental entity or disclosure by a governmental entity to another governmental entity or its agents, employees, contractors, or subcontractors, provided that:

- disclosure is necessary in order for the entity to perform its duties and responsibilities; and
  - if disclosing to a contractor or subcontractor, prior to such disclosure, the governmental entity first receives from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the requirements imposed under this Act on a governmental entity to protect an individual's SSN will be achieved.
- i) The disclosure of SSNs pursuant to a court order, warrant, or subpoena.
  - ii) The collection, use, or disclosure of SSNs in order to ensure the safety of: State and local government employees; persons committed to correctional facilities, local jails, and other law-enforcement facilities or retention centers; wards of the State; and all persons working in or visiting a State or local government agency facility.
  - iii) The collection, use, or disclosure of SSNs for internal verification or administrative purposes.
  - iv) The disclosure of SSNs by a State agency to any entity for the collection of delinquent child support or of any State debt or to a governmental agency to assist with an investigation or the prevention of fraud.
  - v) The collection or use of SSNs to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit, such as a pension benefit or an unclaimed property benefit.

**5) Statement of Purpose for Collection of SSNs**

Whenever an individual is asked to provide a SSN to the City, the City shall provide that individual with a statement of the purpose or purposes for which the City is collecting and using the SSN. The City shall also provide the statement of purpose upon request. A sample Statement of Purpose is attached to this Policy.

**6) Requirement to Redact Social Security Numbers**

- a) **Public inspection and copying of information:** The City shall comply with the provisions of any other State law with respect to allowing the public inspection and copying of information or documents containing all or any portion of an individual's SSN. The City shall redact SSNs from the information or documents before allowing the public inspection or copying of the information or documents.
- b) **Manner of collecting SSNs:** When collecting SSNs, the City shall request each SSN in a manner that makes the SSN easily redacted if required to be released as part of a public records request.

“Redact” means to alter or truncate data so that no more than five sequential digits of a SSN are accessible as part of personal information.

**7) Department Responsibilities**

Each department head must ensure that the procedures and restrictions stated in this Policy are followed by department employees, and that the requirements of Act as described in this Policy, are met.

**8) Monitoring**

All departments are subject to auditing of any city policy with or without prior notice. As stated in Chapter 2-26 of the Chicago Municipal Code, it is the duty of every officer, employee, department, and agency of the city to cooperate with the Board of Ethics, and every department must make its premises, equipment, personnel, books, records and papers readily available.

**9) Compliance**

Penalties for a violation of this policy include disciplinary action up to and including termination and/or criminal prosecution as provided in the Identity Protection Act. (5 ILCS 179/45).

Policy #	Title	Creator	Date Created	Last Revision Date	Reviewers
2011 - 1	Identity Protection Policy	Office of Compliance	May 10, 2011	May 2, 2012	DOL, Bd. Of Ethics

**CITY OF CHICAGO  
STATEMENT OF PURPOSE  
FOR THE COLLECTION OF SOCIAL SECURITY NUMBERS**

The Illinois Identity Protection Act, 5 ILCS 179/1 *et seq.*, requires every local and state government agency to have an Identity Protection Policy and to provide a Statement of Purpose explaining why the agency is collecting and using an individual's Social Security Number ("SSN"). The City of Chicago is providing you with this Statement of Purpose because you have been asked to provide your SSN or because you requested a copy.

**Why have you been asked for your SSN?**

You are being asked for your SSN for one or more of the following permissible reasons:

- Identity verification
- Fraud prevention
- Law enforcement investigation
- Background check
- Child support collection
- Billing, payment or debt collection
- Employment-related administrative purposes
- Pursuant to a court order, warrant or subpoena
- City license application
- To comply with State or federal law, rules or regulations or because the City agency making the request requires the SSN to perform its duties and responsibilities

**What does the City of Chicago do with your SSN?**

The City will only use your SSN for the purpose for which it was collected.

The City will not:

- Sell, lease, loan, trade or rent your SSN to a third party for any purpose;
- Publicly post or display your SSN;
- Print your SSN on any card required to access City services;
- Require you to transmit your SSN over the Internet unless the connections secure or your SSN is encrypted; or
- Print your SSN on any materials that are being mailed to you unless State or federal law requires that number to be on such documents or unless the City is confirming the accuracy of your SSN. If mailed, your SSN will not be visible without opening the envelope in which it has been mailed.

**If you have questions or comments about this Statement of Purpose, write to:**

City of Chicago Board of Ethics  
740 North Sedgwick Street  
Suite 500  
Chicago, Illinois 60654