

**REQUEST FOR PROPOSAL (“RFP”) FOR
CITYKEY PRESCRIPTION DISCOUNT PROVIDER
SPECIFICATION NO. OCC2018.2**



This RFP distributed by:

**CITY OF CHICAGO
(Office of the City Clerk)**

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

ANNA M. VALENCIA
OFFICE OF THE CITY CLERK
ROOM 107, CITY HALL
121 NORTH LASALLE STREET, CHICAGO, ILLINOIS 60602

**PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 p.m., CENTRAL TIME, ON
FRIDAY, APRIL 13, 2018**

**RAHM EMANUEL
MAYOR**

**ANNA M. VALENCIA
CITY CLERK**

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EXHIBITS

- Exhibit 1: Company Profile Information
- Exhibit 2: Company References/Client Profile Information
- Exhibit 3: City of Chicago Economic Disclosure Statement and Affidavit (EDS)
Instructions and Form
- Exhibit 4: Contract Insurance Requirements and Insurance Certificate
- Exhibit 5: City of Chicago Sample Prescription Discount Provider Agreement

REQUEST FOR PROPOSAL (“RFP”)

For

CITYKEY PRESCRIPTION DISCOUNT PROVIDER

1. GENERAL INVITATION

1.1 Purpose of the Request for Proposal

The City of Chicago (“City”) acting through the Office of the City Clerk (“Department”) invites the submission of proposals from qualified vendors to provide a Prescription Drug Discount Program (the “Services”) to Chicago residents through the Chicago Municipal ID Program, the CityKey.

The work contemplated is professional in nature. It is understood that the Selected Respondent (“Consultant”) acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and the City of Chicago for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. It is also understood that all reports, information, or data prepared or assembled by the Consultant under a contract awarded pursuant to this RFP may be made available to any individual organization, under the Freedom of Information Act (FOIA). The Consultant 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.

Refer to Section 3, Scope of Services for a detailed description of the Services to be provided.

1.2 Internet Access to this RFP

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

In the event you do not have download capability, all materials may be obtained from the City of Chicago, Office of the City Clerk, Room 107, City Hall, at 121 N. LaSalle Street, Chicago, IL 60602.

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

All Respondents are responsible for obtaining all RFP materials. If Respondent chooses to download and print RFP documents, the Respondent must contact the City of Chicago, Office of the City Clerk by emailing: Clerkbids@cityofchicago.org to register Respondent’s company as an RFP document holder, which will enable the Respondent to receive any future clarifications and/or addendum related to this RFP.

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

2. DEFINITIONS

"Agreement" means the City of Chicago's Prescription Discount Provider Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms, as attached in this RFP in **Exhibit 5**.

"CityKey" means a municipal identification card issued by the City of Chicago.

"City Clerk" means the City Clerk of the Office of the City Clerk or any representative duly authorized in writing to act on the City Clerk's behalf with respect to this contract.

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

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

"Selected Respondent" or "Consultant" or "Contractor" means the entity awarded a contract pursuant to the City's RFP process, and includes the Consultant's Subcontractors.

3. SCOPE OF SERVICES

The Department is requesting proposals from qualified Contractors to provide a Discount Prescription Drug Card program to Chicago residents through the Chicago CityKey Program. The Contractor shall provide discounts on the regular retail price of brand name and generic prescription drugs and offer a discount on a wide range of over-the-counter medications. The Department seeks to print unique identification numbers that are associated with the Discount Prescription Drug Card program on the Chicago CityKey. The Contractor shall have a large pharmacy network to make the discounts accessible to all Chicago residents.

The Department anticipates that the program would work as follows:

- Chicago CityKey applicants would each receive an identification number (provided by the Contractor to the Department), which may be printed on the back of their Chicago CityKey or otherwise provided to the CityKey holders;
- The identification number must allow the pharmacy to know which group (e.g. City of Chicago set of numbers) the consumer belongs to, as well as any relevant information or number needed for CityKey cardholders to receive a discount on prescription drugs and other services; and
- City residents may also seek to receive these services without having a CityKey by directly enrolling with the Selected Respondent.

The Services provided by the Contractor shall include citywide education about the Discount Prescription Drug Card program. The Discount Prescription Drug Card program shall not charge any fee to the applicant/cardholder or to the City to provide the service.

The Contractor shall also provide education, and application services in other languages, as well as offer mail-order services and provide discounts on other medical services (i.e. dental, imaging, vision, etc.) whenever possible.

Finally, the goal of the City is to provide Chicago consumers an opportunity to save money and support residents' ability to always pay the lowest cost for their prescriptions. As such, the City seeks proposals from qualified Contractors that do not, formally or informally, restrict pharmacies' ability to provide consumers with price options as it relates to the cost of the prescription.

Program Requirements

A. General Service Requirements

- (i) The Contractor shall set policies and procedures that allow for the maximum number of Chicago residents to utilize the Services.
- (ii) The Contractor shall not charge any startup, administrative, or other fee to the City. The Contractor shall bear responsibility to start, maintain, and administer the Discount Prescription Drug Card program with oversight provided by the City. There shall be no direct cost to the City.
- (iii) The Contractor shall not charge any enrollment, subscriber, processing, or other fee to participating Chicago residents. There shall be no additional costs to the CityKey cardholders other than the price paid for the discounted medications and/or other offered or extended services provided by the Contractor and Pharmacy Network.
- (iv) The Contractor will share with the Department the required numbers that would be printed on the CityKey, this may include a list of randomized unique identification numbers or singular number associated to this program.

B. Pharmacy Network

- (i) The Contractor must have and maintain an adequate pharmacy provider network to consistently deliver prescription drug services to individuals and families that are enrolled in the Prescription Drug Card program through the CityKey program.
- (ii) The Contractor shall provide the City with thirty (30) days prior written notice prior to making any additions, deletions, and/or revisions to the pharmacy network.
- (iii) The Contractor shall provide a list and map of pharmacy provider network partners, including hours of operation.

C. Covered Prescription Drugs/Other Services

- (i) The Contractor shall establish an exhaustive formulary of fully and partially covered medications; all covered over-the-counter, brand and/or generic names and their respective retail price, applicable percentage of program discount, and final discount price.
- (i) Using Table 1 below, the Contractor shall provide the City an example list of the price established by the Contractor and participating pharmacies (Consumer Price through participation in the Discount Prescription Drug Program), the average cost for individuals not participating in the Discount Prescription Drug Program, and the average consumer savings in a year through participation in the program.

Table1:

Prescription	Consumer Price through participation in the Discount Prescription Drug Program in 2017	Average Consumer Price for individuals not participating in the program in 2017	Average Consumer Savings (annually)
Levothyroxine (100 mcg, 30 tabs)			
Lisinopril (10 mg, 30 tabs)			
Atorvastatin (10 mg, 30 tabs)			
Metoprolol (1 mg/mL, 1 unit)			
Amlodipine (10 mg, 30 tabs)			
Metformin (10 mg, 30 tabs)			
Omeprazole (10 mg, 30 caps)			
Albuterol (0.63mg/2mL, 1 unit)			
Gabapentin (250mg/5mL, 1 unit)			
Simvastatin (250 mg/5mL, 1 unit)			
Amoxicillin (125mg/5mL, 1 unit)			
Sertraline (125 mg/5mL, 1 unit)			
Hydrochlorothiazide (12.5 mg)			
Losartan (100 mg, 30 tabs)			
Fluticasone Nasal (50 mcg/inh, 1 unit)			
Azithromycin (500 mg, 30 tabs)			
Ibuprofen (200 m, 120 tabs)			

D. Eligibility

- (i) The Contractor shall enroll all eligible persons who are Chicago residents, including those participating in the CityKey program and those who seek to participate without a CityKey. The Contractor shall detail all participation eligibility requirements in their proposal (i.e. insurance requirements and income level, if any).
- (ii) The Contractor shall detail eligibility requirements on all public CityKey related communications materials.

E. Education and Outreach

- (i) The Contractor shall develop education and outreach materials, in multiple languages if possible, describing the benefits of the Discount Prescription Drug Card program and how to apply for the CityKey program.
- (ii) The Contractor shall submit any and all promotional, enrollment, and educational materials in any media (i.e. print, digital, electronic, video, or audio), and receive advance written approval from the City prior to distribution, dissemination, publication, broadcast, and/or Internet posting of said materials.
- (iii) The goals of the education and outreach shall be to:
 - a. Educate Chicago residents on how the program works, how CityKey cardholders can participate, and where partnering pharmacies are located.

- b. Educate Chicago residents about the opportunities to save money.
- c. Identify potential beneficiaries who are likely to be either uninsured or underinsured who could benefit and save money by participating in the Prescription Drug Discount program through the CityKey program.
- d. Encourage Chicago residents to seek further assistance with enrollment.

F. Customer/Beneficiary Services

- (i) The Contractor will exclusively provide comprehensive customer service to Chicago residents that are participants in the Prescription Drug Discount program through the CityKey program.
- (ii) The Contractor shall establish, adequately staff, maintain, and publicize a toll-free customer service call center that is accessible to Chicago residents.
- (iii) The Contractor shall have a, or create a co-branded, website that provides an overview of the program, instructions on how it works, and allows participating residents to locate pharmacies in the network and search for the price of prescription drugs.
- (iv) The Contractor shall establish, maintain, and publicize customer complaint and resolution procedures and will promptly track and address Chicago resident complaints about any aspect of the Prescription Drug Discount program.

G. Program Reporting and Monitoring

- (i) All discounts, rebates, and other pass-through reimbursements that are secured for brand, generic, mail order, over-the-counter, and other extended services must be recorded, tracked, audited, and reported to the City by category to determine whether measurable savings have reached projected levels.
- (ii) The Contractor shall establish a reporting process mechanism which confirms guaranteed lowest available discount price, maximum allowable costs, and the pharmacy's customary cash price.
- (iii) On a predetermined regular basis, the Contractor must provide reports to the City of Chicago on the:
 - a. Average number of discounts on brand name and generic pharmaceuticals;
 - b. Maximum allowable costs for all prescription drugs that are commonly used by Chicago residents;
 - c. Total amount of savings provided by these discounts; and
 - d. Actual usage data to include number of prescriptions filled, number of subscribers utilizing the Services, and the number of subscribers in the Prescription Drug Discount program.

H. Program Cards: Though the goal of the Department is to have a Contractor propose a solution for incorporating a Prescription Drug Discount program to the CityKey, the Contractor may design and produce, at its own expense, cards that may be separate from the CityKey. This process, however, shall be subject to prior written approval by the City before distribution.

- I. Program Manager: The Contractor shall designate and maintain a dedicated Program Manager throughout the term of the Prescription Drug Discount program. The Program Manager shall be responsible for the daily ongoing operations of the Services and will serve as the primary contact and liaison between the City and the Contractor.
- J. Confidentiality and Subscriber Information: The Contractor shall establish and maintain procedures and controls that are acceptable to the City to protect the privacy of Chicago residents' information. The Contractor shall not sell or disclose any information concerning any Chicago resident who is enrolled in the Prescription Drug Discount Program, other than aggregate information that does not identify a CityKey cardholder, without the cardholder's written consent. Unless the Contractor has the CityKey cardholder's prior written consent, the Contractor shall not use any personally identifiable information obtained throughout the Prescription Drug Discount program to promote or sell a program, service, or product not related to the administration of the Services.
- K. Compliance with Applicable Laws: The Contractor must comply with all applicable federal, State, and local laws and regulations.
- L. Consumer Protections: Respondents must share any, formal or informal, provisions that may penalize a pharmacy or a pharmacist for providing a Chicago resident with information regarding the cost for a prescription medication, for selling a lower priced prescription drug to the Chicago resident if one is available, or prohibiting pharmacists from charging individuals of covered prescription medication in an amount greater than the lesser of: the (a) copayment for the prescription or (b) the amount an individual would pay if the prescription was purchased without using a health plan or the prescription medication benefits or discount.

Contract Term: Date contract is executed until June 1, 2019 with the possibility to extend.

4. GENERAL INFORMATION AND GUIDELINES

4.1. Communications between the City and Respondents

Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Office of the City Clerk. All questions or requests for clarification must be in writing, sent by email to Clerkbids@cityofchicago.org and must be received no later than 4:00 p.m. Central Time, Friday, March 30, 2018.

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 CityKey Prescription Discount Provider." Telephone calls will not be accepted unless the questions are general in nature.

The City will answer questions and clarify the terms of the RFP.

4.2. Deadline and Procedures for Submitting Proposals

A. To be assured of consideration, Proposals must be received by the City of Chicago in the Office of the City Clerk (Room 107, City Hall) no later than 4:00 p.m. Central Time on Friday, April 13, 2018.

B. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section 4.2.A above. Only the City Clerk 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 City Clerk.

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 delivered to the Office of the City Clerk, Room 107, City Hall. The time of the receipt of all Proposals to this RFP will be determined solely by the clock located in the Office of the City Clerk in 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:

City of Chicago
Office of the City Clerk
Attn: Tonantzin Carmona
Room 107, City Hall
107 North LaSalle Street
Chicago, Illinois 60602

D. Respondent must submit 1 hardcopy of the original and 1 electronic copy of the Proposal in searchable .pdf format on USB drives or CD-ROMs and 1 redacted copy of the submission in searchable .pdf. The original documents must be clearly marked as "ORIGINAL," and must bear the original signature of an authorized officer on all documents requiring a signature. Electronic copies of the proposal must be exact duplicates of the original document. Respondent must enclose all materials 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 CityKey Prescription Discount Provider
Specification No. OCC2018.2
Due: 4:00 p.m. Central Time, Friday, April 13, 2018
Submitted by: (Name of Respondent)
Package ____ of ____

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

4.3. RFP Information Resources

Respondents are solely responsible for acquiring the necessary information or materials.

4.4. 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	Friday, March 23, 2018
Pre-Proposal Questions Due	Friday, March 30, 2018
Proposals Due	Friday, April 13, 2018

4.5. 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.

5. PREPARING PROPOSALS: REQUIRED INFORMATION

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

5.1. Format of Proposals

Proposals must be prepared on 8 1/2" 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, proposals, 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 of the original and 1 electronic copy of the Proposal in searchable .pdf format on USB drives or CD-ROMs. In addition, submit 1 CD-ROM with a redacted copy of the Proposal in .pdf format for posting on the City's website as described in Section 4.5C.

Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth in Section 5.2. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized (e.g., Respondent is strongly discouraged from including marketing or promotional materials not related specifically to the focus of this RFP).

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

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

A. Cover Letter

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

- (i) indicate the number of years the entity has been in business, and provide an overview of the experience and background of the entity and its key personnel committed to this project;
- (ii) identify the legal name of the entity, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), and the names of its principals or partners and authority to do business in Illinois with the most recent documents filed with and obtained from the Secretary

of State;

- (iii) indicate the name and telephone number(s) of the principal contact for this proposal;
- (iv) Include a statement of any objections or comments regarding the City Sample Prescription Discount Provider Agreement (PDPA) referenced as **Exhibit 5** in this RFP; and
- (v) acknowledge receipt of Addendum, if any, issued by the City.

B. Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's plan for providing CityKey prescription discount services, as well as any additional factors for the City's consideration.

C. Professional Qualifications and Specialized Experience of Respondent

Respondent must describe its previous experience on recent projects of similar type, scope and magnitude; identifying both private sector and public sector clients. Respondent must include adequate detail about each project referenced, including a brief description of the project, the date the project was performed and completed, the location of the project, the nature and extent of Respondent's involvement, the key personnel involved and their roles, and client reference information for the project.

D. 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 Consultant/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) 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 3**.
- (b) Insurance certificate in the name of the joint venture or partner business entity as show in **Exhibit 4**.

E. Company References/Client Profile Information (See Form in Exhibit 2)

Respondent must provide at least two (2) client references for the Services substantially similar to the Scope of Services in Section 3 of this RFP, preferably from municipalities of similar scope and magnitude as described in this RFP. Respondent may utilize the City 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:

- (i) Client name, address, contact person name, telephone and email address;
- (ii) Description of Services provided similar to the Services outlined in Section 3 of this RFP;
- (iii) The date when the Service was implemented;
- (iv) The location of the Services;
- (v) Nature and extent of Respondent’s involvement as the prime Consultant (also indicate area of secondary responsibility, if applicable) Identify equipment and Services, if any, subcontracted, and to what other company;
- (vi) Contract term (Start and End date, or indicate if currently providing services); and
- (vii) The total dollar value of the Services, if applicable.

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, or any available sources, relevant information concerning Respondent’s record of past performance.

F. 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.

G. 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, 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. If Respondent is not currently “doing business” in Illinois at the time of submission, it is not required to show corporate good standing in Illinois with the

proposal; Respondent should so indicate, and provide evidence of good standing for its state of organization, and primary state of operation, if different. Corporate good standing in Illinois will be required for award of any contract. Provide copies with the Proposal submission.

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

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

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

H. Implementation Plan

Respondent must provide a comprehensive and detailed plan for implementing and managing prescription drug discounts to CityKey cardholders to the satisfaction of the City and related services as described in detail in Section 3, Scope of Services. The plan must demonstrate Respondent's capacity to successfully implement the project requirements and ability to comply with the scope of services and requirements as described in this RFP.

I. Financial Proposal

All responses should include a financial proposal which at a minimum sets forth the Contractor's schedule of discounts and extent of participating pharmacies.

J. Service Delivery

All responses should, at a minimum, address your plan for delivery of the Services as outlined in Section 3, Scope of Services. The plan should detail how and when the Services will be administered and your policies and procedures addressing the specific components. Specifically, all responses should address the following areas:

K. Approach to Implementing Services

Describe your policies and procedures for implementing and administering Discount Prescription Drug Card program through the CityKey program, including but not limited to:

- (i) Design and implementation plan for launching a discount prescription drug program in tandem with the Chicago CityKey program (i.e. outline steps for printing unique identification numbers, group numbers, or other information) to automatically enroll Chicago residents in both programs;
- (ii) Data collection processes and policies;
- (iii) Customer service policies and procedures;

- (iv) Reporting procedures; and
- (v) Map of pharmacies in the network.

L. Economic Disclosure Statement (“EDS”), and Attachment A: Online EDS Acknowledgment

Respondent must complete an Online Economic Disclosure Statement and Affidavit and Attachment A: Online EDS Acknowledgment. **See 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. **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) a hardcopy of the executed Attachment A: Online EDS Acknowledgement form.**

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

M. Legal Actions

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

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

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

N. 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 4**.

O. Financial Statements

Respondent should provide a copy of its audited financial statements for the last three years. Respondents that are comprised of more than one entity must include financial statements for each entity. The City will accept one complete set of financial statements on a CD-ROM or USB drive instead of multiple copies, if voluminous for the period requested, but will not accept a web link. Respondents are required to provide required financial statements in sufficient detail for the City to assess its financial condition as part of their proposal submission. 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.

6. EVALUATING PROPOSALS

6.1. Evaluation Process

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

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

- Phase I Preliminary Proposal Assessment
- Phase II Proposal Evaluation
- Phase III Site Visit and/or Oral Presentations

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 5.2. 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 to advance 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 6.2, Evaluation Criteria.

As part of the evaluation processes, the EC will review the information required by Section 5.2 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.

The City reserves the right, after advertisement of the RFP, to refine the scope of services, with appropriate notice. Further, if, upon receipt of proposals, the City wishes to make refinements to the scope of services, it may, depending upon the circumstances, provide the revision to all Respondents and invite revised proposals from the Respondents based upon the revised scope of services.

6.2. Evaluation Criteria

- 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. Experience in providing prescription discounts on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, organizations with strong identities of their own and government agencies).
 - (iii) Professional Qualifications and Specialized Experience of Respondent's Team for the services outlined.
 - (iv) References. Past and current performance of the Respondent (and Team members) on other contracts in terms of quality of services and compliance with performance schedules. The EC may solicit from current and/or previous clients including the City, 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 Plan related to Services including the discount schedule.

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. 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.

- D. 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.
- E. Compliance with Laws, Ordinances, and Statutes – The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract. See EDS form in **Exhibit 3**.
- F. Degree to which the Respondent accepts the City's Sample Prescription Discount Provider Agreement (PDPA) in **Exhibit 5** that will impact contract negotiations and the City's ability to award a contract.
- G. 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.

7. SELECTION PROCESS

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

Phase III- Site Visit and/or Oral Presentations

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the City Clerk, those short-listed Respondents may be subject to a site visit, product/system demonstration and/or invited to appear before the Evaluation Committee for an oral presentation, to clarify in more detail information what was submitted in Respondent's Proposal; and/or to ask Respondent to respond to additional questions. Afterwards, the Evaluation Committee will make a final evaluation, including a final ranking of the Respondents, and will submit a recommendation to select one or more Respondents for concurrent competitive pricing negotiations to the City Clerk.

Upon receipt of the EC's recommendation, the City Clerk will either concur with or reject the EC's recommendation. The City Clerk shall then either notify the Respondent(s) to enter into contract negotiations or reject the recommendation and recommend other alternate options.

The City will require the selected Respondent(s) to participate in contract negotiations. The City's requirement that the selected Respondent(s) negotiate is not a commitment by the City to award a contract. If the City determines that it is unable to reach an acceptable contract with the selected Respondent, including failure to agree on a fair and reasonable cost proposal for the Services or any other terms or conditions, the City Clerk may terminate negotiations with the selected Respondent, and negotiate with any of the other qualified Respondents, until such time as the City has negotiated a contract or contracts meeting its needs.

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

8. ADDITIONAL DETAILS OF THE RFP PROCESS

8.1. Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be posted at the following website: www.chicityclerk.com/bids. 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 above website.

The addendum may include, but will not be limited to, responses to questions and requests for clarification sent to the Department according to the provisions of Section 4.1.A herein.

8.2. City's Rights to Reject Proposals

The City 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 5.2. If no Respondent is selected through this RFP process, then the City may utilize any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago, to obtain the Services described here.

8.3. No Liability for Costs

The City is not responsible for costs or damages incurred by Respondents, members, 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.

8.4. Prohibition on Certain Contributions – Mayoral Executive Order No. 2011-4

No Consultant or any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Consultant'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 (Consultant 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 Consultant, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Consultant 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 Consultant or the date the Consultant 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.

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

For purposes of this provision:

"Other Contract" means any agreement entered into between the Consultant 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.

8.5. 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)

8.6. Title VI Solicitation Notice

The City in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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/Subcontractor 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 Prescription Discount Opportunities Offered:

(11) Other Products and/or Services:

(12) Briefly describe your firm's approach to conducting Prescription Discount Opportunities for a client:

(13) Briefly describe your firm's demonstrated experience implementing Prescription Discount Opportunities:

EXHIBIT 2 - COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of two (2) references.

(1) Client Name: _____

(2) Address: _____

(3) City, State, Zip Code: _____

(4) Project Manager: _____

(5) Telephone Number: _____

(6) E-mail: _____

(7) Number of Employees in Client Organization: _____

Number of Employees dedicated to this project: _____

(8) Project Scope of Work/Goals: _____

(9) Contract Award Date: Cutover Date: _____

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

(11) Describe how the Services 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 Services?

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

EXHIBIT 3 - ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) TO THE CITY OF CHICAGO, SPECIFICATION NO. OCC2018.2 THE RESPONDENT SHALL SUBMIT AN EXECUTED **EDS** USING THE FORM THAT FOLLOWS SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

See EDS instructions here:

<https://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/EDS2010Instructions.pdf>

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

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

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name:

OR

3. a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1))
State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party:

C. Telephone: _____ Fax: _____ Email:

D. Name of contact person:

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

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person
 - Publicly registered business corporation
 - Privately held business corporation
 - Sole proprietorship
 - General partnership
 - Limited partnership
 - Trust
 - Limited liability company
 - Limited liability partnership
 - Joint venture
 - Not-for-profit corporation
- (Is the not-for-profit corporation also a 501(c)(3))?
- Yes
 - No
 - Other (please specify)
-

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

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

- Yes
- No
- Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? Yes No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? Yes No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

Yes No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether Business Relationship to Disclosing Party Fees (indicate whether retained or anticipated to be retained) Address (subcontractor, attorney, lobbyist, etc.) paid or estimated.) **NOTE:** "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

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

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

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)
 is is not

a "financial institution" as defined in MCC Section 2-32-455(b).

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

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

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

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

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

Does the Matter involve a City Property Sale?

Yes No

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

Name	Business Address	Nature of Financial Interest
------	------------------	------------------------------

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

____ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____ 2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. **If the Matter is not federally funded**, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

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

Yes

No

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

Yes

No

Reports not required

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

Yes

No

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

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

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

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

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

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

(Print or type exact legal name of Disclosing Party)

By:
(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) _____ ,

at _____ County, _____ (state).

Notary Public

Commission expires:

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS**

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

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

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

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

Yes

No

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

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

EXHIBIT 4 –CONTRACT INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE

INSURANCE REQUIREMENTS Office of the City Clerk CityKey Prescription Discount Provider

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

A. **INSURANCE REQUIRED FROM CONTRACTOR**

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident; \$100,000 disease-policy limit and \$100,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.
- 2) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

- 3) Automobile Liability (Primary and Umbrella)
When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Contractor with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insureds on a primary, non-contributory basis.

C. **Additional Requirements**

Evidence of Insurance. Contractor must furnish the City of Chicago Office of the City Clerk, Room 107, 121 North LaSalle State Street, Chicago, IL. 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance 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, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Agreement shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

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

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Agreement.

Insurance not Limited by Indemnification. 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.

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. 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.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

Insurance Certificate of Coverage

Named Insured: _____ Specification #: _____
 Address: _____ RFP: _____
 (Number and Street) Project #: _____
 _____ Contract #: _____
 (City) (State) (ZIP)

Description of Operation/Location	
-----------------------------------	--

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

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <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 _____

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

EXHIBIT 5 - SAMPLE CITY OF CHICAGO PRESCRIPTION DISCOUNT PROVIDER AGREEMENT (PDPA)

PRESCRIPTION DISCOUNT PARTNERSHIP AGREEMENT

This Agreement is entered into as of the _____ day of _____, _____ ("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 Office of the City Clerk ("City"), at Chicago, Illinois. The City and Contractor agree as follows:

BACKGROUND INFORMATION

WHEREAS, the City is making a government-issued form of identification ("CityKey Card") available to its residents; and

WHEREAS, the City desires to make health-care more affordable for City residents; and

WHEREAS, the City and Contractor desire for Contractor to provide, on a non-exclusive basis, a prescription drug discount to CityKey Card holders ("Card Holders") pursuant to the terms described in this Agreement.

SECTION 1. The Background Information above is made a part of this Agreement as if fully set forth here.

SECTION 2. DEFINITIONS.

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

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

"**Clerk**" means the City Clerk of the City of Chicago, and any representative authorized in writing to act on the City Clerk's behalf.

"**Department**" or "**OCC**" means the Office of the City Clerk.

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

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

SECTION 3. CONTRACTOR'S OBLIGATIONS.

3.1 Contractor must further provide to Card Holders the items, benefits, and Services set forth in Exhibit A, Schedule of Discounts and Benefits. The discounts and participating pharmacies available to CityKey holders are listed in Exhibit A, Schedule of Discounts and Benefits.

3.2 Confidentiality

(a) All reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Agreement (collectively "City Data") are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Contractor must not allow the City Data to be made available to any other individual or organization. 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. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.

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

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

(d) HIPAA, HITECH, and AIDS Confidentiality Act. To the extent not defined herein the capitalized terms below will have the same meaning as set forth in the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations (collectively "HIPAA"). See 45 CFR parts 160, 162 and 164. Contractor and all its Subcontractors must comply with HIPAA and all rules and regulations applicable to it or them. Contractor must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Contractor fails to comply with the applicable provisions under HIPAA or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

3.3 Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. **Any review, approval, or acceptance of Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor under this Agreement, at law or in equity.**

Contractor must be appropriately licensed to perform the Services, if required by law, and must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed as may be required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services furnished, whether by Contractor or its Subcontractors or others on its behalf.

If Contractor fails to comply with the foregoing standards, Contractor must, at the City's option, perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure. See subsection 6.3(b)(ii) regarding failure to comply with licensure requirements.

3.4 Contractor's breach of the provisions of Section 3 constitute default under this Agreement, and the Clerk may: (i) terminate this Agreement and/or (ii) invoke any remedies authorized under this Agreement, by law, in equity or by statute.

SECTION 4. CITY'S OBLIGATIONS.

The City's obligations to Contractor, if any, are set forth in Exhibit A, Schedule of Discounts and Benefits.

SECTION 5. SPECIAL PROVISIONS.

5.1 Contractor warrants, represents and covenants to the City that:

- a. Contractor has the corporate power and authority to enter into and perform its obligations under this Agreement, and this Agreement has been duly authorized, validly executed by persons signing on behalf of Contractor and delivered by Contractor.
- b. Contractor and its officials are not in arrears with respect to any fines, taxes or licensing fees imposed by and owed to the City.
- c. Contractor is not in violation of Section 2-92-320 of the Municipal Code of Chicago which prohibits award of a contract to a party who has been convicted of, or admitted to, an act of bribery.
- d. No member of the governing body of the City or other unit of its government, and no other officer, employee or agent of the City or other unit of its government who exercises any decision-making authority with regard to this Agreement or the production of the Event, has any personal financial interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States, or the Illinois General Assembly and no Alderman or City employee will share any part of this Agreement or any financial benefit to arise from it.
- e. Neither Contractor nor an Affiliate of Contractor, as defined below, appears on any of the following lists maintained by the named agencies or their successors: the Specially Designated Nationals List, as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury; the Denied Persons List, the Unverified List, or the Entity List, by the Bureau of Industry and Security of the U.S. Department of Commerce; the Debarred List, as maintained by the Department of State's Directorate of Defense Trade Controls; or on any other list of persons

or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

5.2 Business Relationships with Elected Officials

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.

5.3 Nothing contained in this Agreement is intended to create or establish a partnership or joint venture between the City and Contractor, nor is Contractor (or any of its officers, owners, employees or agents) an agent, representative or employee of the City for any purpose or in any manner whatsoever.

5.4 Indemnification

Notwithstanding any other term or condition stated in this Agreement, including any obligation regarding insurance coverage, Contractor must indemnify, defend, and hold harmless the City, its agents, officials and employees (collectively, the "**City Indemnitees**") from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including attorneys' and accountants' fees) that may be imposed upon, incurred by or asserted against the City Indemnitees in any matter arising out of or related to (i) the breach by Contractor of any of the terms and conditions under this Agreement or its covenants to the City under it; (ii) the negligent acts, errors or omissions or willful misconduct of Contractor or any of its employees, agents or subcontractors (including without limitation any personal injuries or death, or any damage to property); and (iii) any infringement or violation of any property right (including any patent, trademark or copyright). To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Worker's Compensation Act or any other related law or judicial decision (specifically *Kotecki v. Cyclops Welding Corporation*, 146111.2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability

under the Worker's Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

5.5 Ethics

- a. In addition to the foregoing warranties and representations, Contractor warrants:
 - (1) No officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code of Chicago.
 - (2) No payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any subcontractor to Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.
- b. 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.

5.6 Waste Compliance

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor's violation of any of the following Sections of the Municipal Code of Chicago, whether or not in the performance of the Agreement, shall constitute a breach of the Agreement:

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.

5.7 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.

5.8 Insurance

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

5.9 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this

Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

SECTION 6. TERM AND TERMINATION, DEFAULT, AND REMEDIES.

6.1 Term. This Agreement takes effect as of the Effective Date and continues, except as provided under this Article 5, until _____, as that date may be extended under Section 6.2.

6.2 Agreement Extension Option. The Clerk may at any time before this Agreement expires elect to extend this Agreement for up to _____ years, under the same terms and conditions as this original Agreement, by notice in writing to Contractor.

6.3 Events of Default Defined

The following constitute events of default:

(a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

(b) Contractor's material failure to perform any of its obligations under this Agreement including the following:

(i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;

(ii) Failure to have and maintain all professional licenses required by law to perform the Services;

(iii) Failure to timely perform the Services;

(iv) Failure to perform the Services in a manner reasonably satisfactory to the Clerk or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;

(vi) Discontinuance of the Services for reasons within Contractor's reasonable control;

(vii) Failure to comply with Section 7.5 in the performance of the Agreement;

(viii) Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate;

(ix) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination; and

(x) Any other acts specifically stated in this Agreement as constituting an act of default.

(c) Any change in ownership or control of Contractor without the prior written approval of the Clerk (when such prior approval is permissible by law), which approval the Clerk will not unreasonably withhold.

(d) Contractor's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Contractor acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

(e) Contractor's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Clerk, it indicates a willful or reckless disregard for City laws and regulations.

6.4 Remedies

(a) Notices. The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default. The Clerk may in her sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days unless extended by the Clerk. Whether to declare Contractor in default is within the sole discretion of the Clerk.

The Clerk will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Clerk gives a Default Notice, she will also indicate any present intent she may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Clerk decides not to terminate, this decision will not preclude her from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Clerk may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 6.4 and Section 7.11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

(b) Exercise of Remedies. After giving a Default Notice, the City may invoke any or all of the following remedies:

(i) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;

(ii) The right of specific performance, an injunction or any other appropriate equitable remedy; and

(iii) The right to money damages.

(c) City's Reservation of Rights. If the Clerk considers it to be in the City's best interests, she may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its

responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

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

6.5 Early Termination

(a) In addition to termination under Sections 6.3 and 6.4 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Contractor. The City will give notice to Contractor in accordance with the provisions of Section 7.11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Section 7.11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Contractor or the City.

(c) If the City's election to terminate this Agreement for default under Sections 6.3 and 6.4 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 6.5.

SECTION 7. GENERAL PROVISIONS.

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

7.2 Except as otherwise expressly provided for in this Agreement, no changes, amendments, modifications, cancellations or discharge of this Agreement, or any part of it, are valid unless in writing and signed by the parties to it.

7.3 Contractor is not permitted to in any way assign or transfer this Agreement or any interest in it without prior written consent of the City. Any assignment, transfer, pledge, surrender, encumbrance or other disposition of this Agreement, or any right, privilege or interest in it (collectively, "**Transfer**") by a Contractor to a third party is null and void if the third party is prohibited by law, including City ordinance, from contracting with the City, or if the proposed Transfer would result in a violation of any law or City ordinance, including City ethics ordinances.

7.4 No member, official or employee of the City is personally liable to Contractor or any successor in

interest for default or breach by the City.

7.5 Compliance With All Laws

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in Articles 5 and 7 of this Agreement, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require any subcontractors to do so, as well. If required by the City, Contractor must execute an Economic Disclosure Statement and Affidavit ("**EDS**") in the form attached to this Agreement as Exhibit B and must abide by the terms of Section 2-154-020 of the Municipal Code of Chicago. Contractor agrees that failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Contract.

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

7.6 Inspector General

Contractor and all its officers, directors, agents, partners and employees must cooperate with the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to Chapter 2-56 of the Municipal Code. Contractor must abide by all provisions of Chapter 2-56 of the Municipal Code. Contractor must inform any of its subcontractors of this provision and require understanding and compliance herewith.

7.7 This Agreement is governed in accordance with the laws of the State of Illinois, without regard to choice of law provisions.

7.8 Service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. Any action brought by Contractor against the City concerning this Agreement, must be brought only in those courts located within the County of Cook, State of Illinois.

7.9 The invalidity of any phrases, sentences, clauses or sections contained in this Agreement does not affect the remaining portions of this Agreement or any part of it.

7.10 Non-Discrimination

Contractor must comply with applicable federal, state, and local laws and related regulations and rules prohibiting discrimination against individuals and groups. Contractor must furnish all reports and information as required by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

7.11 Notices provided for in this Agreement must be in writing and must be delivered either personally or by U.S. Mail, first class and certified, return receipt requested, addressed as follows:

IF TO THE CITY:

Office of the City Clerk
121 North LaSalle St., Room 107
Chicago, IL 60602

IF TO CONTRACTOR:

[XXXX]

Notices delivered by mail are considered effective 2 days after mailing. Notices personally delivered are considered effective upon receipt. Refusal to accept delivery has the same effect as delivery.

7.12 Contractor certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

7.13 Shakman

(i) The City is subject to the June 16th, 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 State 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.

(ii) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(iii) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual’s political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual’s political Contractorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Contractor by a City employee or City official in violation of paragraph (ii) above, or advocating a violation of paragraph (iii) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Contractor will also cooperate with any inquiries by OIG Hiring Oversight related to the contract.

7.14 Duty to Report Corrupt or Unlawful Activity

Pursuant to §2-156-018 of the Municipal Code, 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 §1-23-020 of the Municipal Code. Knowing failure to make such a report will be an event of default under this Agreement. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

EXHIBIT A – SCHEDULE OF DISCOUNTS AND BENEFITS

EXHIBIT B – ECONOMIC DISCLOSURE STATEMENT

See Economic Disclosure Statement Form in RFP.

EXHIBIT C – INSURANCE REQUIREMENTS AND CERTIFICATE OF INSURANCE

See Insurance Requirements in RFP.