

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with William Filan, LTD for the product and/or services described herein.

(Name of Person or Firm)

This is a request for _____ (One-Time Contractor Requisition # _____, copy attached) or _____ Term Agreement or

_____ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" for all contracts within the

(Attach List) Pre-Assigned Specification No. _____

(Program Name) Pre-Assigned Contract No. _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: PO 13429

Company or Agency Name: William Filan LTD

Specification # 51470

Contract or Program Description: Legislative Consulting

Modification #: _____

(Attach List, if multiple)

Mary Pat Slattery 4-6501

Mary Pat Slattery Office of the Mayor 4/21/20

Originator Name Telephone

Signature Department Date

Indicate **SEE ATTACHED** in each box below if additional space needed:

PROCUREMENT HISTORY

SEE ATTACHED

ESTIMATED COST

SEE ATTACHED

S. S. R. B.

DATE 6/23/10

SCHEDULE REQUIREMENTS

SEE ATTACHED

APPROVED... MSB

CONDITIONALLY APPROVED... _____

EXCLUSIVE OR UNIQUE CAPABILITY

SEE ATTACHED

RETURN TO DEPT... _____

DISAPPROVED... _____

OTHER

APPROVED BY: Joan Coogan
 DEPARTMENT HEAD OR DESIGNEE

DATE

BOARD CHAIRPERSON

DATE

CHIEF PROCUREMENT OFFICER

DATE OF APPROVAL

Joan Coogan 4/21/10
[Signature] 2624

[Signature] 6/23/10

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT FORM (Rev. 5/04)

If a City Department has determined that the purchase of supplies, equipment, work and/or services can not be done on a competitive basis, a sole source justification must be prepared on this "Justification for Non-Competitive Procurement Form" in which procurement is requested on a non-bid or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. All applicable questions in each Subject Area below must be answered. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. Also attach a complete CPAC Project Checklist, and any other required forms (see Other #1, below). The Board will not consider justifications with incomplete information documentation

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement. (Attach copy of notices and list of sources contacted)
4. Describe all research done to find other sources. (List other cities contacted, companies in the industry contacted, professional organizations, periodicals and other publications used).
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, why not?

ESTIMATED COST

1. What is the estimated cost for this requirement (or for each contract, if multiple awards contemplated)? What is the funding source?
2. What is the estimated cost by fiscal year, if the job project or program covers multiple years?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (ie. budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc).
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, other factors make this person or firm exclusively or uniquely qualified for the project. Attach copy of cost proposal and scope of services.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why.
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer.

MBE/WBE COMPLIANCE PLAN

1. All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a complete C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site.

OTHER

Explain other related considerations and attach all applicable supporting documents (an approved Information Technology Strategy Committee (ITSC) form, an approved Request for Individual Contract Services form, etc.)

REVIEW AND APPROVAL

This form must be signed by both the Originator of the request and approved by the Department Head or authorized designee. After review and final disposition from the Board, this form will be stamped to indicate the final disposition and signed by the Chairperson of the Board of authorized designee. {to "This form must be signed by both the Originator of the request and approved by the Department Head or authorized designee. After review and final disposition from the Board, this form will be stamped to indicate the final disposition and signed by the Chairperson of the Board of authorized designee." }

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

WILLIAM FILAN, CORPORATE AND GOVERNMENT PLANNER

Procurement History

1. For decades, the City has contracted with individuals to assist in the representation of the City at the state level. The City requires the services of a consultant with unique and extensive knowledge of the State legislative process and the people that work within that process. As such, it is important to maintain outside representation continuously. Such a consultant will provide advice and insight regarding such matters and will further the City's interests in initiatives taking place at the state level.
2. This amendment for additional money is a continuation of a contract that Mr. Filan has with the City since 2006. He was originally contracted to assist with the management of communications between the City and the legislative leaders.
3. This contract was not made available through the competitive bidding process but was approved by the NCRB. William Filan is uniquely qualified to provide such services based upon his background in state and city government and his relationships with legislators.
4. Proposals were not solicited due to the specific nature of the duties to be performed under this Agreement.
5. Mr. Filan's services are of utmost importance and may be required for an unknown period of time.
6. The services under this Agreement are extremely sensitive and the City requires a high degree of trust and confidence in the individual who will perform them. It is inappropriate to put this kind of contract out to bid because of the highly specialized nature of the work.

Estimated Cost

William Filan shall be paid by the City for all the services performed under the Agreement at a yearly rate of Eighty Four Thousand Dollars (\$84,000.00).

Therefore the maximum compensation to be paid to the Consultant by the City is Eighty Four Thousand Dollars (\$84,000.00) per year.

Schedule Requirements

1. The contract term is a three year Blanket Term Agreement, from April 1, 2006 through March 31, 2009, with an option to extend the contract for two (2) one (1) year periods. The contact was extended April 1, 2009 though April 1, 2010 the second extension was exercised April 1, 2010 through April 1, 2011.
2. It is difficult to outline the exact requirements and expectations in this area because of the complexity of the issues and processes in state government. Additionally, it is difficult to define requirements for institutional knowledge that Mr. Filan brings in his role.
3. The Illinois General Assembly has a calendar that is constrained by statutory dates. The next scheduled session dates are in November and after that begin in January and continue on through May. It is imperative to have a complete team during the scheduled session days and Mr. Filan is an integral part of the team.

Exclusive or Unique Capability

1. William Filan is uniquely qualified to represent the City's interest before state governmental bodies and to assist the City in forming strategies to influence the posture of state legislation, state regulations, or other state matters affecting the City. W. Filan has been involved in the politics and policy in state government for over 15 years. His relationship with key political leaders enhances the City's standing and provides direct access to decision-makers.
2. W. Filan is the only individual involved in this contract. He is outstanding in his field of expertise and brings highly specific experiences that broaden the effectiveness of the City's team in Springfield.
3. W. Filan brings a unique perspective from his prior experiences. Now, as an independent contractor, he brings that unique experience to the City's team. There have not been many people that have similar experiences, and that enhances the City's ability to be effective in Springfield.
4. The kinds of unique tools that W. Filan brings to this project are not tangible.
5. While in Springfield, the City team must work under incredible time constraints and deadlines. Having an individual, such as W. Filan, is indispensable to provide a direct line to decision-makers and high level staffers to make quick progress on vital issues.
6. N/A
7. No.
8. N/A

DPS PROJECT CHECKLIST

For DPS Use Only

IMPORTANT: ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR ROUTING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602, ATTENTION: CHIEF PROCUREMENT OFFICER.

Date Received

Date Returned

Date Accepted

CA/CN's Name

General Information:

Date: 4/21/10

Need by (estimated date):

Requisition No.: 30293

Contact Person:

Project Manager:

Specification No.: (if known) 51470

MARY PAT SLATTERY

JOAN COOGAN

PO No.: (if known) 13429

Telephone: -744-6501

Telephone: -744-2460

Modification No.: (if known)

Fax: -7442727

Fax: -744-9538

Previous PO No.: (if known)

Email: MPSSLATTERY@CITYOFCHICAGO.ORG

Email: JCOOGAN@CITYOFCHICAGO.ORG

Project Description:

Legislative Consulting

Funding:

City: Corporate Bond Enterprise Grant* Other:
 State: IDOT/Transit IDOT/Highway Grant* Other:
 Federal: FHWA FTA FAA Grant* Other:

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	\$ DOLLAR AMOUNT
	010	100	099	4401	0140	220140			\$84,000.00

*IF GRANT FUNDED, ATTACH COPY OF THE APPROVED GRANT AND APPLICATION AND ANY OTHER TERMS AND CONDITIONS OF FUNDING SOURCE THAT MAY APPLY. GRANT FUNDS MUST BE _____ COMMITTED OR _____ SPENT BY DEADLINE: _____ (DATE) Term Estimated Value \$84,000.00

Scope Statement:

Attached is a Detailed Scope of Services and/or Specification. E-mail softcopy in Microsoft Word to DPS Unit Manager

IMPORTANT:

THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

Purchase Order Type (Check All That Apply):

New Request

- Blanket/Term/DUR/Agreement
- Master Agreement (Task Order)
- Standard/One-Time Purchase

Forms

- Requisition
- Special Approvals
- Non-Competitive Review Board (NCRB)

Modification/Amendment

- Time Extension**
- Vendor Limit Increase
- Scope Change/Price Increase/Additional Line Item(s)
- Other (specify):

Contract Term:

** Requested Term (Number of Months):

Pre-Bid/Submittal Requirements:

Mandatory Pre Bid/Submittal Conference? Yes* No

Requesting Site Visit? Yes No

*If yes, explain reasons why mandatory attendance is necessary.

The following is a general description of what should be included in a Scope of Services or Specification:

A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

Required Attachments: Scope of Services, including location, description of project, services required, deliverables, and other information as required

Risk Management

- Current Insurance Requirements prepared/approved by Risk Management: Yes No
- Will services be performed within 50 feet of CTA train or other railroad property? Yes No
- Will services be performed on or near a waterway? Yes No

If applicable, Pre-Qualification Category No. **Category Description:**
 For Pre-Qualification Program, attach list of suggested firms to be solicited

Other Agency Concurrence Required: None State Federal Other _____

If Amendment request, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:

Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents: Yes No

Required Attachments:

Copy of Draft Contract Documents and Detailed Specifications

Risk Management:

- Current Insurance Requirements prepared/approved by Risk Management: Yes No
- Will work be performed within 50 feet of CTA or ATS structure or property? Yes No
- Will work be performed airside? Yes No

*NOTE: Any non-construction Aviation request, complete the applicable section.

Do bid documents contain Sensitive Security Information (SSI)? Yes* No Redacted
 *If yes, attach Confidentiality Statement

Attach Recommendation of **MBE/WBE/DBE Analysis Form** Yes No

If Amendment request, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:

COMMODITIES SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the product, delivery location, user department contact, price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

Attach Recommendation of **MBE/WBE/DBE Analysis Form**
 Is this a **Revenue Producing contract**?

- Yes No
 Yes No

If **Modification request**, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:

CONSTRUCTION SUPPLEMENTAL CHECKLIST

Required attachments:

Copy of Draft (80% Completion), Contract Documents and Detailed Specifications

Risk Management

- Current Insurance Requirements prepared/approved by Risk Management:
- Will services be performed within 50 feet of CTA train or other railroad property?
- Will services be performed on or near a waterway?

- Yes No
 Yes No
 Yes No

Attach Recommendation of **MBE/WBE/DBE Analysis Form**

- Yes No

If **Modification request**, please verify and provide the following:

- Contractor's Name:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- Contractor's Contact Person:

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

If New Request (Check applicable boxes):

- Is this a **Request for Information (RFI)**? Yes No
- Is this a **Request for Qualifications (RFQ)**? Yes No
- Is this a **Request for Proposal (RFP)**? Yes No
- If RFQ or RFP, did any outside Consultant provide advice or deliverables in developing the RFQ or RFP? Yes* No

*If yes, Company Name: PO#

Attach a narrative explaining the consulting services and deliverables provided.

Is this a **Non-Competitive Procurement**? Yes* No

*If yes, attach completed Non-Competitive Justification form, vendor proposal and completed MBE/WBE compliance plan (Schedules C-1 and D-1) submitted to the Non-Competitive Review Board.

Is this a request for **Individual Contract Services**? Yes* No

*If yes and you seek a sole source contract to hire a person as a Consultant, attach completed Office of Compliance "Request for Individual Contract Services" approval form signed by Department Head, Office of Compliance & OBM.

Is this a **Revenue Producing contract**? Yes No

Does this request involve the **purchase of Software**? Yes* No

If yes, is City required to sign a software license? Yes No

*If yes, attach descriptions of software and software license agreement.

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST (continued)

Required Attachments (IF RFP/RFQ OR SOLE SOURCE):

- Statement of Work (SOW), Deliverables or Scope of Services defined
- Does SOW involve any work in the public way? Yes* No
- *If yes, attach list of locations.
- Does SOW involve any public improvement to property that requires performance bond or prevailing wage? Yes* No
- *If yes, attach list of locations.
- Is City Council approval required? Yes No
- Project or Program Background Information
- Project Goals and Objectives
- Qualifications or Licenses/Certifications required for any disciplines
- Evaluation Criterion desired in RFP or RFQ
- Evaluation Committee (EC) members recommended. Attach list of names, titles and departments
- Technical and/or Functional Requirements, if applicable
- Cost Proposal/Schedule of Compensation structure (If Sole Source, over Contract Term by Milestone Deliverables)
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Attach Recommendation of MBE/WBE/DBE Analysis Form Yes No

If Amendment request, please verify and provide the following:

Contractor's Name: William Filan, LTD.
 Contractor's Address: 321 N. Clark Street, Suite 2800, Chicago, 60610
 Contractor's e-mail Address:
 Contractor's Phone Number: 312-832-4391
 Contractor's Contact Person:

VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories
- Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)
- Delivery Location(s)
- Technical Literature
- Drawings, if any
- Part Number List (Manufacturer, or Dealer, or Other Source)
- Current Price List(s)/Catalog(s)
- Special Approval Form
- Exhibits and Attachments

Attach Recommendation of MBE/WBE/DBE Analysis Form Yes No
 Is this a Revenue Producing Contract? Yes No

If Modification request, please verify and provide the following:

Contractor's Name:
 Contractor's Address:
 Contractor's e-mail Address:
 Contractor's Phone Number:
 Contractor's Contact Person:

WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST**Required Attachments:**

- Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations
- Bidder's qualification, contract term and extension options
- Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Risk Management:

- Will services be performed within 50 feet (50') of CTA train or other railroad property? Yes No
- Will services be performed on or near a waterway? Yes No
- Will services require the handling of hazardous/bio-waste material? Yes No
- Will services require the blocking of streets or sidewalks which may affect public safety? Yes No

Attach Recommendation of MBE/WBE/DBE Analysis Form

- Is this a Revenue Producing contract? Yes No
- Yes No

If Modification or Amendment request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

FW: Scanned from a Xerox multifunction device

Hands, Mark

Sent: Tuesday, June 22, 2010 9:51 AM

To: Butler, Richard; Seimetz, Karen; Loboda, Steve; Glavin, Terrence; DeHaan, Jason

Cc: Rhee, Jamie

The William Filan vendor limit increase was voted on by the Non-Competitive Procurement Review Board and it was approved. 3 votes in favor and 2 abstentions.

Mark

From: Glavin, Terrence

Sent: Tuesday, June 22, 2010 9:46 AM

To: Hands, Mark; DeHaan, Jason; Loboda, Steve; Seimetz, Karen

Subject: RE: Scanned from a Xerox multifunction device

Mark,

I vote to approve this sole source request, including the a vendor limit increase and contract extension. Please note, however, that the Contract expired by 04/01/10. Section 3.03 of the Contract requires a written amendment to exercise an extension. Section 9.03 of the Contract specifies that amendments must be signed by the vendor, Mayor, Comptroller, and CPO.

Based on the above, the extension and vendor limit increase must be effective no earlier than the execution date of an amendment that includes all required signatures. The vendor must not be compensated for any work performed between the time the Contract expired and proper execution of an amendment. Furthermore, the amendment should not be back-dated.

Terry

Terrence D. Glavin

City of Chicago - Department of Procurement Services

(312) 744-0851

terrence.glavin@cityofchicago.org

From: Hands, Mark

Sent: Tuesday, June 15, 2010 5:35 PM

To: DeHaan, Jason; Loboda, Steve; Glavin, Terrence; Seimetz, Karen

Cc: Rhee, Jamie

Subject: FW: Scanned from a Xerox multifunction device

NCRB Board Members:

Due to an oversight by me, we need to conduct an Electronic Vote on William Filan. This is for a vendor limit increase of \$84,000 and a one year extension. There is no scope change and request for No Stated Goals was submitted by Mr. Filan. Mr. Filan's services include legislative consulting to the Mayor's Office of Intergovernmental Affairs.

Please submit your vote electronically to me by the close of business June 16th, 2010.

I support this vendor limit increase and one year extension.

Thanks,

Mark Hands
NCRB Chairman

From: xeroxcolorQ@cityofchicago.org [xeroxcolorQ@cityofchicago.org]
Sent: Tuesday, June 15, 2010 11:25 PM
To: Hands, Mark
Subject: Scanned from a Xerox multifunction device

Please open the attached document. It was scanned and sent to you using a Xerox multifunction device.

Attachment File Type: PDF

multifunction device Location: machine location not set
Device Name: XRX_ColorQube

For more information on Xerox products and solutions, please visit
<http://www.xerox.com>

RE: Scanned from a Xerox multifunction device

Hands, Mark

Sent: Tuesday, June 22, 2010 10:09 AM

To: Loboda, Steve; Glavin, Terrence

Cc: Butler, Richard

Steve:

Yes that is correct this is for a vendor limit increase only.

Mark

From: Loboda, Steve

Sent: Tuesday, June 22, 2010 10:03 AM

To: Glavin, Terrence

Cc: Hands, Mark; Butler, Richard

Subject: Re: Scanned from a Xerox multifunction device

In FMPS, this contract shows that it is already been extended until April 2011; is this not correct? Has this last extension been executed? If so, than this sole source should only be for a vendor limit increase.

----- Original Message -----

From: Glavin, Terrence

To: Hands, Mark; DeHaan, Jason; Loboda, Steve; Seimetz, Karen

Sent: Tue Jun 22 09:46:05 2010

Subject: RE: Scanned from a Xerox multifunction device

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Sent: Tuesday, June 15, 2010 5:35 PM

To: DeHaan, Jason; Loboda, Steve; Glavin, Terrence; Seimetz, Karen

Cc: Rhee, Jamie

Subject: FW: Scanned from a Xerox multifunction device

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Due to an oversight by me, we need to conduct an Electronic Vote on William Filan. This is for a vendor limit increase of \$84,000 and a one year extension. There is

<https://owa.cityofchicago.local/?ae=Item&t=IPM.Note&id=RgAAAACXjrI4ZB3RSa5VLRj...> 6/23/10

no scope change and request for No Stated Goals was submitted by Mr. Filan. Mr. Filan's services include legislative consulting to the Mayor's Office of Intergovernmental Affairs.

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I support this vendor limit increase and one year extension.

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NCRB Chairman

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multifunction device Location: machine location not set
Device Name: XRX_ColorQube

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<http://www.xerox.com>

RE: Scanned from a Xerox multifunction device

Glavin, Terrence

Sent: Tuesday, June 22, 2010 9:46 AM

To: Hands, Mark; DeHaan, Jason; Loboda, Steve; Selmetz, Karen

Mark,

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(312) 744-0851
terrence.glavin@cityofchicago.org

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Device Name: XRX_ColorQube

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<http://www.xerox.com>

RE: Scanned from a Xerox multifunction device

Loboda, Steve

Sent: Thursday, June 17, 2010 12:42 PM

To: Hands, Mark

Cc: Butler, Richard

I **approve** this request for a vendor limit increase. The contract is already extended to 04/01/11 and their paperwork does not indicate a request for an additional extension at this time.

-----Original Message-----

From: Hands, Mark

Sent: Tuesday, June 15, 2010 5:35 PM

To: DeHaan, Jason; Loboda, Steve; Glavin, Terrence; Seimetz, Karen

Cc: Rhee, Jamie

Subject: FW: Scanned from a Xerox multifunction device

NCRB Board Members:

Due to an oversight by me, we need to conduct an Electronic Vote on William Filan. This is for a vendor limit increase of \$84,000 and a one year extension. There is no scope change and request for No Stated Goals was submitted by Mr. Filan. Mr. Filan's services include legislative consulting to the Mayor's Office of Intergovernmental Affairs.

Please submit your vote electronically to me by the close of business June 16th, 2010.

I support this vendor limit increase and one year extension.

Thanks,

Mark Hands

NCRB Chairman

From: xeroxcolorQ@cityofchicago.org [xeroxcolorQ@cityofchicago.org]

Sent: Tuesday, June 15, 2010 11:25 PM

To: Hands, Mark

Subject: Scanned from a Xerox multifunction device

Please open the attached document. It was scanned and sent to you using a Xerox multifunction device.

Attachment File Type: PDF

multifunction device Location: machine location not set

Device Name: XRX_ColorQube

For more information on Xerox products and solutions, please visit

<http://www.xerox.com>



City of Chicago
Richard M. Daley, Mayor

Mayor's Office of
Intergovernmental Affairs

Joan E. Coogan
Director

City Hall, Room 406
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-2460
(312) 744-9538 (FAX)
(312) 744-2943 (TTY)

<http://www.cityofchicago.org>

MEMORANDUM

~~\$189,000~~
Cery

TO: JAMIE RHEE
Chief Procurement
Department of Procurement

FROM: *Joan E. Coogan*
JOAN E. COOGAN
Director
Mayor's Office of Intergovernmental Affairs

DATE: April 21, 2010

RE: William Filan Extension ?

I am requesting a ~~1 year extension~~ for William Filan, PO # 13429 in the amount of ~~\$84,000.00~~ per the year.

The contract title is Legislative Consulting.

Please call me if you have any questions or concerns.

Thank you.

:mdr

Vendor limit increase

NO



WILLIAM FILAN

CORPORATE AND GOVERNMENT PLANNER

SUITE 2800
321 NORTH CLARK STREET
CHICAGO, ILLINOIS 60610-4764
TELEPHONE 312.832.4391
FACSIMILE 312.832.4700

April 30, 2010

Ms. Jamie Rhee
Chief Procurement Officer
Department of Procurement Services
City of Chicago
121 North LaSalle Street, Room 403
Chicago, Illinois 60602

Dear Ms. Rhee:

I am writing to you concerning my Legislative Consulting Contract number 13429 with the Mayor's Office of Intergovernmental Affairs. Because I am a sole proprietor with no employees, I do not have any stated goals for any MBE/WBE participation.

Please call if you have any questions or need additional information. Thank you for your assistance in this matter.

Very truly yours,



William Filan



City of Chicago
Richard M. Daley, Mayor

Mayor's Office of
Intergovernmental Affairs

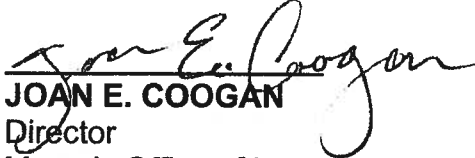
Joan E. Coogan
Director

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Chicago, Illinois 60602
(312) 744-2460
(312) 744-9538 (FAX)
(312) 744-2943 (TTY)

<http://www.cityofchicago.org>

MEMORANDUM

TO: JAMIE RHEE
Chief Procurement Officer
Department of Procurement Services

FROM: 
JOAN E. COOGAN
Director
Mayor's Office of Intergovernmental Affairs

DATE: May 11, 2010

RE: William Filan

I concur with the consultant, William Filan, that there will be no stated goals for MBE/WBE participation resulting from the contract.

Please contact me at 312-744-2460 if you have any further questions.

SCHEDULE OF COMPENSATION

The Consultant shall be paid for all services performed under this Agreement at a yearly rate of Eighty Four Thousand Dollars (\$84,000.00).

The maximum compensation to be paid to the Consultant by the City is Eighty Four Thousand Dollars (\$84,000.00) per year.

Scope of Services

- A. Consult with the City on various matters, including, but not limited to, policy matters and legislative strategy.
- B. Assist in developing strategies to approach the Illinois General Assembly and its leaders.
- C. Assist in the passage and enactment of state legislation favored by the City.
- D. Assist in the defeat of state legislation opposed by the City.
- E. Provide intelligence on all legislation that affects the City positively or negatively.
- F. Provide the City information about ongoing events and programs that may be of interest to City departments.
- G. Communicate the City's position and posture on legislation to elected and appointed state public officials.
- H. Maintain open lines of communication with legislative leaders and their professional staffs.
- I. Assist state public officials in any matter which the City may determine to be in its best interests.
- J. Assist the City in drafting, preparing, and presenting state legislation; appear before state legislative committees representing the City's interest in accordance with the Director's instructions.
- K. Review and comment on state legislative proposals, state regulatory proposals, or other matters which may have a bearing on City policy or programs given by City departments, City officials, or City employees.
- L. Assist the City in all other projects, programs, or initiatives concerning the City as the City may direct.
- M. Provide training for new City team members as an introduction to the state legislative process.

Modification Summary Report

Contract (PO) Number: 13429

Modification Revision Number: 1

Specification Number: 51470

Name of Contractor: WILLIAM FILAN LTD

City Department: OFFICE OF THE MAYOR

Title of Contract: LEGISLATIVE CONSULTING

<u>Mod Req Number</u>	<u>Mod Reason</u>	<u>Description</u>
43119	TIME EXTENSION	AMEND PO # 13429 W FILAN-LEGISLATIVE CONSULTING- 1 YEAR EXTENSION & ADD FUNDING

Term of Contract: Start Date: 4/1/2006

End Date: 4/1/2010

Procurement Services Contact Person: RANDI BROKVIST

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 1050475

Submission Date:

JUL 02 2009

Specification No.: 51470
Contract (P.O.) No.: 13429 ("Agreement")
Mod/Requisition No.: 43119
Vendor No.: 1050475A

AMENDMENT NUMBER ONE

This amendment ("Amendment") is made and entered into effective as of the 1st day of April, 2009 by and between the **CITY OF CHICAGO** ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Mayor's Office of Intergovernmental Affairs, ("Department or IGA"), at Chicago, Illinois, and **WILLIAM FILAN, LTD.** a sole proprietor organized under the laws of Illinois and authorized to do business in Illinois ("Consultant").

The parties agree as follows:

TERMS AND CONDITIONS

1. **Article 3, Term of Performance, Section 3.01 Term of Performance** is amended to extend the Agreement for 1 year from March 31, 2009 to April 1, 2010.
2. **Article 4, Compensation, Section 4.03 Funding** is amended by adding the following:

The source of funds for payments under this Agreement is Fund number 009-100-099-4401-0140-220140 or any other funds that may be appropriated. The maximum funding increase from fund number 009-100-099-4401-0140-220140 is \$84,000.00. Payments under this Agreement must not exceed \$336,000.00 without a written amendment in accordance with Section 9.03. Funding of the Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

3. **Article 4, Compensation**, is amended by adding the following **Section 4.05 Subcontractor Payments**:

Consultant must submit a status report of Subcontractor payments with each invoice for the duration of the Agreement on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf. The statement must list the following for Consultant and for each Subcontractor and supplier for the period for which payment is requested:

- (i) Total amount invoiced by the Consultant for the prior month;
- (ii) The name of each particular Subcontractor or supplier utilized during the prior month;
- (iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this Agreement;
- (iv) The vendor/supplier number of each Subcontractor or supplier;
- (v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

If a Subcontractor has satisfactorily completed its Services, or provided specified materials in accordance with the requirements of the Agreement, Consultant must pay Subcontractor for such work or materials within fourteen (14) calendar days of Consultant receiving payment from the City.

4. **Article 6, Compliance With All Laws**, Section 6.06 Chicago Living Wage is amended as follows:

"6.06 Chicago "Living Wage" Ordinance

(c) On January 1, 1999, the Base Wage was \$7.60 per hour; as of January 1, 2003, the Base Wage became \$9.05 per hour; as of July 1, 2003, the Base Wage became \$9.20 per hour; as of July 1, 2004, the Base Wage became \$9.43 per hour; as of July 1, 2005, the Base Wage became \$10.00 per hour; as of July 1, 2006 the Base Wage became \$10.00 per hour; as of July 1, 2007 the Base Wage became \$10.33 per hour; as of July 1, 2008 the Base Wage became \$10.60 per hour, as of July 1, 2009 the Base Wage became \$11.03 per hour and each July 1 thereafter the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates.

5. Consultant has executed an Economic Disclosure Statement and Affidavit, and provided an Insurance Certificate, copies of which are attached to this Amendment as Exhibit 1 and Exhibit 2 respectively and incorporated here by reference.

The terms of the Agreement remain in full force and effect except as modified in this Amendment.
(Signature Page)

CITY OF CHICAGO

By: Robert M. Daley
Mayor

KH By: Steven J. Lipp
Comptroller

The undersigned has determined, on behalf of the City of Chicago, with regard to this Amendment, that the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Agreement was signed, or that the change is germane to the original Agreement as signed, or that the change order is in the best interest of the City of Chicago and is authorized by law.

By: Monica M. Boyer
Chief Procurement Officer

CONSULTANT, WILLIAM FILAN, LTD

By: William M. Filan
(Signature)

Its: William M. Filan
(Print Name and Title)

County of Jangamon
State of Illinois

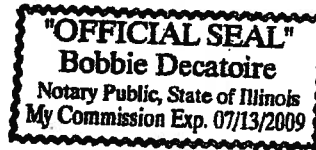
Acknowledged on 5/18/2009 (date)

before me by WILLIAM M. FILAN (as)

OWNER (title) of WILLIAM FILAN LTD (firm)

Bobbie Decatoire
Notary Public Signature

Commission expires: 7/13/09



MEMORANDUM 06-1

To: James Brennwald, Department of Law, Labor Division

Rec'd 7/26/06

CITY OF CHICAGO
REQUEST FOR INDIVIDUAL CONTRACT SERVICES

To: Russ Carlson
cc: Diane Calderone
7/26/06

Department: Office of the Mayor

Date: June 6, 2006

Explain Why Contractor Necessary:

Mr. Filan has extensive experience regarding the State of Illinois legislative process. His expertise is highly valuable and useful in coordinating our lobbying efforts in Springfield for the City of Chicago. Mr. Filan has immediate access to high-ranking officials in the state governmental agencies and leadership, thereby enhancing the City's influence in funding and other legislative matters.

Explain Why Individual Considered Independent Contractor, and Not Employee:

Mr. Filan is a contractor that is uniquely qualified to fulfill specific needs during the legislative session. He works out of his own office on N. Clark Street in Chicago and heads his own lobbying firm that services many clients. He assists the state lobbying team on certain issues and projects. Such projects and issues are year-round. Mr. Filan works with the City's lobbying team in Springfield during the six-month legislative session or immediately prior. He also assists in planning and organization before and after the legislative session.

Number of Contractors Needed: 1

Hours Per Week: varies

Project Assignment: Legislative Strategy and Support

Duration of Assignment: 3 year term agreement and the option of two 1 year extensions

Department Representative to Contact for Further Information

Name: Diane Calderone

Phone: 744-6501

Total Available Funding: _____

Chargeable To: _____

Fund:	Dept. #:	Org. #:	Approp.:	Acct:
006	100	099	4401	9121
				220140

APPROVED

Department Head: [Signature] Date: 7/25/06

Law Department: [Signature] Date: 7/26/06

Budget Office: [Signature] Date: 7/27/06

NOT APPROVED

Law Department: _____ Date: _____

Budget Office: _____ Date: _____



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Jamie L. Rhee
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-0010 (FAX)
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

April 16, 2010

Mr. William Filan
William Filan, LTD
312 North Clark, Ste 2800
Chicago, IL 60654

Subject: Legislative Consulting
Specification Number: 51470
Contract Number: 13429
Re: One (1) Year Extension of the Contract

Dear Mr. Filan:

This is to advise you that the City of Chicago elects to extend the above-referenced Agreement for one (1) year effective April 1, 2010, under the same terms and conditions as the original Agreement, all in accordance with provision 3.03, entitled Agreement Extension Option. An amendment adjusting the Agreement terms will be processed to memorialize this agreement.

If you have not already submitted them, the following documents must be completed and provided in order to complete the extension option of the contract:

- 1) Economic Disclosure Statement (EDS) and Affidavit. (If a previously submitted EDS and Affidavit remain true and accurate in all respects, a re-certification Affidavit may be completed and submitted instead of a new EDS and Affidavit.) A Familial Relationships with Elected City Officials and Department Heads, Appendix A, form must also be completed and submitted. The above-referenced documents must be fully completed and signed by an authorized officer of your firm before a notary. The signature and seal must be originals.
- 2) Acknowledgement of Office of Compliance. The document must be fully completed and signed by an authorized officer of your firm before a notary. The signature and seal must be originals.
- 3) Insurance Certificate, naming the City of Chicago as an additional insured.

We request the return of the completed documents within ten (10) calendar days from the date of receipt of this notice. If you have any questions concerning this matter, please contact Sandra Shakespeare, Special Assistant, at 312-744-2771, or sandra.shakespeare@cityofchicago.org.

Sincerely,

Jamie L. Rhee *R3 416*
Chief Procurement Officer

cc: File (Specification No.: 51470)

NEIGHBORHOODS



Contract Summary Sheet

Contract (PO) Number: 13429

Specification Number: 51470

Name of Contractor: WILLIAM FILAN LTD

City Department: OFFICE OF THE MAYOR

Title of Contract: LEGISLATIVE CONSULTING

Term of Contract: Start Date: 4/1/2006

End Date: 3/31/2009

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$252,000 00

Brief Description of Work: LEGISLATIVE CONSULTING

Procurement Services Contract Area: PRO SERV CONSULTING \$250,000orABOVE

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 1050475

Submission Date:

DEC 29 2006

Contract (PO) No. 13429
Specification No. 51470
Vendor No. 1050475 A

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**CITY OF CHICAGO
MAYOR'S OFFICE OF INTERGOVERNMENTAL AFFAIRS**

AND

**WILLIAM FILAN, LTD
(CONSULTANT)**



LEGISLATIVE CONSULTING

**RICHARD M. DALEY
MAYOR**

PROFESSIONAL SERVICES AGREEMENT

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EXHIBITS

- Exhibit 1** Economic Disclosure Statement and Affidavit
- Exhibit 2** Insurance Requirements and Evidence of Insurance

AGREEMENT

This Agreement is entered into as of the 1st day of April 2006, by and between **William Filan, LTD, ("Consultant")** a sole proprietor, 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 **Mayor's Office of Intergovernmental Affairs ("City")**, at Chicago, Illinois

The City and Consultant agree as follows

TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

1.01 Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Section 2 01, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement Any Additional Services requested by the Department require the approval of the City in a written amendment under Section 9 03 of this Agreement before Consultant is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services

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

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

"Consultant" means William Filan Ltd

"Department or IGA" means the City of Chicago Mayor's Office of Intergovernmental Affairs

"Director" means the Director of the Mayor's Office of Intergovernmental Affairs, and any representative authorized in writing to act on his behalf

"Services" means, collectively, the services, duties and responsibilities requested by the City and described in Article 2 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

1.02 Interpretation

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

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

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

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

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

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

1.03 Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement

Exhibit 1	Economic Disclosure Statement and Affidavit
Exhibit 2	Insurance Requirements and Certificate of Insurance

ARTICLE 2. DUTIES AND RESPONSIBILITIES OF CONSULTANT

2 01 Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement

The Consultant will

- Consult with the City on various matters, including but not limited to, policy matters and legislative strategy
- Assist in developing strategies to approach the Illinois General Assembly and its leaders
- Assist in the passage and enactment of state legislation favored by the City and assist in the defeat of state legislation opposed by the City
- Provide intelligence on all legislation that affects the City positively or negatively
- Provide the City information about ongoing events and programs that may be of interest to City Departments
- Communicate the City's position and posture on legislation to elected and appointed state public officials
- Maintain open lines of communication with legislative leaders and their professional staffs
- Assist state officials in any matter which the City may determine to be in its best interests
- Assist the City in drafting, preparing, and presenting state legislation, appear before state legislative committees representing the City's interest in accordance with the Director's instructions
- Review and comment on state legislative proposals, state regulatory proposals, or other matters which may have a bearing on City policy or programs given by City departments, City official, or City employees
- Assist the City in all other projects, programs, or initiatives concerning the City as the City may direct
- Provide training for new City team members as an introduction to the state legislative process

Consultant must provide the Services in accordance with the standards of performance set forth in Section 2 03

2 02 Deliverables

In carrying out the Services, Consultant must prepare or provide to the City various Deliverables as requested by the City or as provided by this Agreement "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the City In addition to these Deliverables, Consultant must provide a monthly report detailing the Services that Consultant provides to the City under this Agreement

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables If the City determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 8 01

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

2.03 Standard of Performance

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

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law Consultant must provide copies of any such licenses Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement

If Consultant fails to comply with the foregoing standards, Consultant must, 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 Any review, approval, acceptance or payment for any of the Services by the City does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of the Services and Deliverables This provision in no way limits the City's rights against Consultant either under this Agreement, at law or in equity

2 04 Services of Personal Nature

Notwithstanding anything to the contrary in this Agreement, all Services under this Agreement must be provided solely and personally by William Filan

2.05 Minority and Women Business Enterprise Commitment

It is the policy of the City of Chicago that local business certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-450 of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses shall have the maximum opportunity to participate fully in the performance of all City contracts The Chief Procurement Officer has determined that the nature of the services that will be provided under this Contract are such that neither direct nor indirect subcontracting opportunities will be practicable or cost-

effective Therefore, there will be no stated goals for MBE/WBE participation resulting from this Contract This determination is being made pursuant to Section 2-92-450 of the Municipal Code of Chicago

2.06 Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage's and requirements specified in Exhibit 2 of this Agreement, insuring all operations related to this Agreement

2.07 Indemnification

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

- (i) injury, death or damage of or to any person or property,
- (ii) any infringement or violation of any property right (including any patent, trademark or copynght),
- (iii) Consultant's failure to perform or cause to be performed Consultant's covenants and obligations as and when required under this Agreement,
- (iv) the City's exercise of its rights and remedies under Section 8 02 of this Agreement, and
- (v) injuries to or death of any employee of Consultant under any workers compensation statute

(b) "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Consultant's breach of this Agreement or to Consultant's negligent or otherwise wrongful acts or omissions

(c) At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any surt, without relieving Consultant of any of its obligations under this Agreement Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City

(d) To the extent permissible by law, Consultant waives any limits to the amount of its obligations to defend, indemnify, hold harmless or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq* or any other related law or judicial decision (such as, *Kotecki v Cyclops Welding Corporation*, 146 Ill 2d 155 (1991)) The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision

(e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Consultant's performance of Services beyond the term Consultant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by

the Consultant's duties under this Agreement, including the insurance requirements in Exhibit 2 of this Agreement

2.08 Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Consultant under this Agreement are property of the City, including, as further described in Section 2.09 below, all copyrights inherent in them or their preparation. During performance of the Services, Consultant is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Consultant. If not restorable, Consultant must bear the cost of replacement and of any Loss suffered by the City on account of the destruction, as provided in Section 2.07.

2.09 Copyright Ownership

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

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

2.10 Records and Audits

(a) Records

(i) Consultant must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, to the City promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. In the event of the failure by Consultant to make such delivery upon demand, then and in that event, Consultant must pay to the City any damages the City may sustain by reason of Consultant's failure.

(ii) Consultant must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Consultant must not dispose of such documents following the

expiration of this period without notification of and written approval from the City in accordance with Article 10

(b) Audits

(i) Consultant must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Consultant must maintain records showing actual time devoted and costs incurred. Consultant must keep books, documents, paper, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of the Services.

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

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

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

(v) The City may in its sole discretion audit the records of Consultant at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit, it is determined that Consultant has overcharged the City in the audited period, the City will notify Consultant. Consultant must then promptly reimburse the City for any amounts the City has paid Consultant due to the overcharges and also some or all of the cost of the audit, as follows:

- A If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Consultant must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts,
- B If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Consultant must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Consultant to reimburse the City in accordance with subsection A or B above is an event of default under Section 8.01 of this Agreement, and Consultant will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

2.11 Confidentiality

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

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

(c) If Consultant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Consultant's possession by reason of this Agreement, Consultant must immediately give notice to the Director 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. Consultant, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

2.12 Assignments and Subcontracts

Given the personal nature of the Services provided under this Agreement, Consultant cannot assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement.

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

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

ARTICLE 3. TERM OF PERFORMANCE

3 01 Term of Performance

This Agreement takes effect as of April 01, 2006 ("Effective Date") and continues until March 31, 2009 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

3 02 Timeliness of Performance

(a) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 2 01. Further, Consultant acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Consultant to comply with the time limits described in this Section 3 02 may result in economic or other losses to the City.

(b) Consultant is not entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

3.03 Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to an additional two (2) one (1) year periods, under the same terms and conditions as the original Agreement, by written amendment in accordance with Section 9 03

ARTICLE 4. COMPENSATION

4.01 Basis of Payment

The City will pay Consultant at an annual rate of \$84,000 00 in four (4) quarterly installments of \$21,000 00 each, over three (3) years, not to exceed the maximum compensation of **\$252,000.00** for the successful completion of the Services

4.02 Method of Payment

Consultant must submit time records and invoices on a quarterly basis for payment. The invoices must be in such detail as the City requests. The Department will process invoices for payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement during the respective semi-monthly period.

4.03 Funding

The source of funds for payments under this Agreement is Fund number **006-0100-099-4401-9121-220140**. Payments under this Agreement must not exceed \$84,000 00 each year over three (3) years total maximum compensation **\$252,000.00**, without a written amendment in accordance with Section 9 03. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City of Chicago.

4.04 Non-Appropriation

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

ARTICLE 5. DISPUTES

Except as otherwise provided in this Agreement, Consultant must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Consultant by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

ARTICLE 6. COMPLIANCE WITH ALL LAWS

6 01 Compliance with All Laws Generally

(a) Consultant must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 6, and Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Further, Consultant must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit 1

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

6.02 Nondiscrimination

(a) Consultant

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

(i) Federal Requirements

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U S C sec 2000e *et seq* (1981), as amended and the Civil Rights Act of 1991, P L 102-166. Attention is called to Exec Order No 11246, 30 Fed Reg 12,319 (1965), reprinted in 42 U S C 2000e note, as amended by Exec Order No 11375, 32 Fed Reg 14,303 (1967) and by Exec Order No 12086, 43 Fed Reg 46,501 (1978), Age Discrimination Act, 42 U S C " 6101-6106 (1981), Age Discrimination in Employment Act, 29 U S C " 621-34, Rehabilitation Act of 1973, 29 U S C " 793-794 (1981), Americans with Disabilities Act, 42 U S C '12101 *et seq*, 41 C F R Part 60 *et seq* (1990), and all other applicable federal statutes, regulations and other laws

(ii) State Requirements

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill Admin Code ' 750 Appendix A. Furthermore, Consultant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0 01 *et seq* (1990), as amended, and all other applicable state statutes, regulations and other laws

(iii) City Requirements

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

6.03 Inspector General

Consultant must cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago

6.04 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary contractor conducts any business operations in Northern Ireland, the contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill Laws 3220)

The provisions of this Section 6 04 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation

6.05 Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year, provided, however, a financial interest shall not include (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment, (iii) any economic benefit provided equally to all residents of the City, (iv) a time or demand deposit in a financial institution, or (v) an endowment or insurance policy or annuity contract purchased from an insurance company A contractual or other private business dealing shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City

6.06 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("Covered Employees") Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it

- (i) If Consultant has 25 or more full-time employees, and
- (ii) If at any time during the performance of this Agreement, Consultant

and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Consultant must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement

(b) Consultant's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement

(c) As of July 1, 2006, the Base Wage is \$10.00 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates.

(d) Consultant must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Consultant agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by Consultant or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Consultant and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations. If Consultant is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

6.07 Prohibition on Certain Contributions – Mayoral Executive Order No. 05-1

Consultant agrees that Consultant, any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7.5 percent ("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 percent ("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 not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by Consultant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Consultant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract 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 Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Consultant agrees that it 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

Consultant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No 05-1

Consultant agrees that a 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 05-1 constitutes a breach and default under this Agreement, 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 Agreement, 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 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Consultant's bid.

For purposes of this provision

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

"Other Contract" means any other agreement with the City of Chicago to which Consultant is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago, (ii) entered into for the purchase or lease of real or personal property, or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

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

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

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

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

6.08 Provisions on Waste Disposal

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Consultant warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections)

- 7-28-390 Dumping on public way,
- 7-28-440 Dumping on real estate without permit,
- 11-4-1410 Disposal in waters prohibited,
- 11-4-1420 Ballast tank, bilge tank or other discharge,
- 11-4-1450 Gas manufacturing residue,
- 11-4-1500 Treatment and disposal of solid or liquid waste,
- 11-4-1530 Compliance with rules and regulations required,
- 11-4-1550 Operational requirements, and
- 11-4-1560 Screening requirements

During the period while this Contract is executory, Consultant's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section does not limit the Consultant's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Consultant's eligibility for future contract awards.

6.09 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.

ARTICLE 7. SPECIAL CONDITIONS

7.01 Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant

- (a) warrants that he will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed,
- (b) warrants he is financially solvent, and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement,
- (c) warrants that Consultant is not in default at the time this Agreement is signed, and has not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City of Chicago,

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

(e) represents that Consultant is not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42 1-1, and

(f) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 8 01 and 8 03 of this Agreement

7.02 Ethics

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

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

7.03 Conflicts of Interest

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

(b) Consultant covenants that it, and to the best of its knowledge, its subcontractors if any (collectively, "Consulting Parties"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement

(c) Prior to undertaking any work or services of a similar nature for any other individual or entity, Consultant must disclose to the Department any such potential services or work

(d) Upon the request of the City, Consulting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Consulting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Consulting Parties' past or present clients. If Consulting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City

(e) Without limiting the foregoing, if the Consulting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a

proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(f) Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as described in Section 2.11 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the City under this Agreement, Consultant must terminate such other services immediately upon request of the City.

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

7.04 Non-Liability of Public Officials

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

ARTICLE 8. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

8.01 Events of Default Defined

The following constitute events of default:

- (a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the City.
- (b) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (i) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services,
 - (ii) Failure to perform the Services in a manner reasonably satisfactory to the Director or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors,
 - (iii) Failure to promptly re-perform as required at no cost to the City within a reasonable time Services that are erroneous or unsatisfactory,
 - (iv) Discontinuance of the Services for reasons within Consultant's reasonable control,

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

(vi) Failure to comply with Article 6 in the performance of this Agreement

(c) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold

(d) Consultant's default under any other agreement he may presently have or may enter into with the City during the term of this Agreement Consultant acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements

(e) Consultant's repeated or continued violations of City ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for City laws and regulations

8 02 Remedies

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

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice") If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice If the Chief Procurement Officer decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a subsequent notice, which will be final and effective upon the giving of the notice The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice When a Default Notice with intent to terminate is given as provided in this Section 8 02 and Article 10, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City After giving a Default Notice, the City may invoke any or all of the following remedies, individually or collectively

(i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the City would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Consultant under this Section 8 02,

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

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

(iv) The right to money damages,

(v) The right to withhold all or any part of Consultant's compensation under this Agreement,

(vi) The right to deem Consultant non-responsible in future contracts to be awarded by the City

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

(c) 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.

8.03 Early Termination

In addition to termination under Sections 8.01 and 8.02 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Consultant. The City will give notice to Consultant in accordance with the provisions of Article 10. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 10 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 4, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 5 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

If the City's election to terminate this Agreement for default under Sections 8.01 and 8.02 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 8.03.

8.04 Suspension

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

as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 4 of this Agreement

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one-year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice to the City may treat the suspension as an early termination of this Agreement under Section 8.03

8.05 Right to Offset

(a) In connection with performance under this Agreement

The City may offset any excess costs incurred

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

(ii) if the City exercises any of its remedies under Section 8.02 of this Agreement, or

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

The City may offset these excess costs by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

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

(i) In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City under this Agreement or permitted at law or in equity, the City is entitled to set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Consultant to the City. For purposes of this Section 8.05, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the City for which the period granted for payment has expired.

(ii) Notwithstanding the provisions of subsection 8.05(b) (i) above, no such debt(s) or outstanding parking violation complaint(s) will be offset from the price or compensation due under this Agreement if one or more of the following conditions are met:

A Consultant has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to the City and Consultant is in compliance with the agreement, or

B Consultant is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding, or

C Consultant has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy

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

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

ARTICLE 9. GENERAL CONDITIONS

9.01 Entire Agreement

(a) General

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

(b) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement, (ii) the nature of the Services to be performed, (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement, (iv) the general conditions which may in any way affect this Agreement or its performance, (v) the compensation provisions of this Agreement, or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) No Omissions

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

9.02 Counterparts

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

9.03 Amendments

No changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Consultant and by the Mayor, Comptroller, and Chief Procurement Officer of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 9.03.

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

9.04 Governing Law and Jurisdiction

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

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

9.05 Severability

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

9.06 Assigns

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

9.07 Cooperation

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

9.08 Waiver

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

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

9.09 Independent Contractor

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

This Agreement is between the City and Consultant as an independent contractor of the City. Nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that

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

(b) Consultant is not entitled to membership in the City of Chicago Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City of Chicago.

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

ARTICLE 10. NOTICES

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

If to the City

City of Chicago
Mayor's Office of Intergovernmental Affairs
121 North LaSalle Street, Room 406, City Hall
Chicago, Illinois 60602
Attention: John F. Dunn

and

Department of Procurement Services
Room 403, City Hall

121 North LaSalle Street
Chicago, Illinois 60602
Attention Chief Procurement Officer

With Copies to

Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention Corporation Counsel

If to Consultant

William Filan, LTD
321 North Clark Street #2800
Chicago, Illinois 60610

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail are considered received three days after mailing in accordance with this Article 10. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

SIGNATURE PAGE

SIGNED at Chicago, Illinois

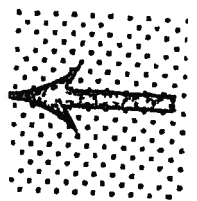
CITY OF CHICAGO

By

Richard M. Daley
Mayor

Steven J. Lux ^{ESQ}
Comptroller

[Signature]
Chief Procurement Officer



WILLIAM FILAN, LTD

By

William Filan

Its

owner

Attest

State of

Illinois

County of

Cook

This instrument was acknowledged before me on 12/6/06 (date) by

William Filan (name/s of person/s) as
(type of authority, e g , officer, trustee, etc) of

owner (name of party on behalf of whom instrument was executed)

Cecile T. Kelley
(Signature of Notary Public)

Commission Expires



REQUEST FOR NO STATED GOALS



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

http://www.cityofchicago.org

To Barbara A Lumpkin
Chief Procurement Officer

From Randi Brokvist
Contracts Negotiator

Date. November 6, 2006

Re Legislative Consulting
Requisition No 30293
Specification No 51470

The Mayor's Office of Intergovernmental Affairs (IGA) seeks to pay the salary of legislative consultant and sole proprietor, William Filan. Due to the highly specialized, sensitive, confidential and unique nature of Mr Filan's lobbying work for IGA, there are no opportunities for direct or indirect participation of MBE/WBE firms. Permission is requested to use the following language in the subject agreement

MINORITY AND WOMEN BUSINESS ENTERPRISES

It is the policy of the City of Chicago that local business certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-450 of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses shall have the maximum opportunity to participate fully in the performance of all City contracts. The Chief Procurement Officer has determined that the nature of the services that will be provided under this Contract are such that neither direct nor indirect subcontracting opportunities will be practicable or cost-effective. Therefore, there will be no stated goals for MBE/WBE participation resulting from this Contract. This determination is being made pursuant to Section 2-92-450 of the Municipal Code of Chicago.

RECOMMEND Randi Brokvist 11/6/06
 NOT RECOMMEND Randi Brokvist Date
Contracts Negotiator

RECOMMEND: Monica Cardenas 11/14/06
 NOT RECOMMEND Monica Cardenas Date
Deputy Procurement Officer

RECOMMEND Barbara A Lumpkin 11/14/06
 NOT RECOMMEND Barbara A Lumpkin Date
Chief Procurement Officer





City of Chicago
Richard M Daley, Mayor

Mayor's Office of
Intergovernmental Affairs

John F Dunn
Director

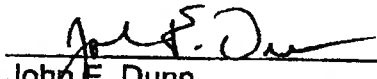
City Hall, Room 406
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-2460
(312) 744-9538 (FAX)
(312) 744-2943 (TTY)

<http://www.cityofchicago.org>

MEMORANDUM

DATE September 29, 2006

TO Barbara A Lumpkin
Chief Procurement Officer
Department of Procurement Services

FROM 
John F Dunn
Director
Mayor's Office of Intergovernmental Affairs

SUBJECT: WILLIAM FILAN

I concur with the consultant, William Filan, that there will be no stated goals for MBE/WBE participation resulting from the contract

Please contact me at 744-2460 if you have any further questions

DC mdr



WILLIAM FILAN

CORPORATE AND GOVERNMENT PLANNER

SUITE 2800
321 NORTH CLARK STREET
CHICAGO, ILLINOIS 60610-4764
TELEPHONE 312.832.4391
FACSIMILE 312.832.4700

September 29, 2006

Ms Barbara Lumpkin
Chief Procurement Officer
Department of Procurement Services
City of Chicago
121 North LaSalle Street, Room 403
Chicago, Illinois 60602

Dear Ms Lumpkin

I am writing to you concerning my Legislative Consulting Contract with the Mayor's Office of Intergovernmental Affairs. Because I am a sole proprietor with no employees, I do not have any stated goals for any MBE/WBE participation.

Please call if you have any questions or need additional information. Thank you for your assistance in this matter.

Very truly yours,



William Filan

EXHIBIT 1
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT