

**CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
ROOM 403, CITY HALL, 121 N. LASALLE STREET**

FOR NCRB USE ONLY	
Date	5/1/2012
Recommend Approval	q
Return To Dept.	q
Reject	q
Vote	deferred to electronic based on more info needed

**NON-COMPETITIVE REVIEW BOARD (NCRB)
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, fill in each of the four (4) major subject areas below in accordance with the **Instructions for Preparation of Non-Competitive Procurement Form** on the reverse side. Complete "Other" subject area if additional information is needed. Subject areas must be fully completed. Responses merely referencing attachments will not be accepted.

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

This is a request for:

One-Time Contractor Requisition #: <<Reg No>>, copy attached or Term Agreement or Delegate Agency (Check one).

If Delegate Agency, this request is for "blanket approval" for all contracts within the Legislative Consulting (Attach List).

Pre-Assigned Specification No.:

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 #:

Company or Agency Name: William Filan, LTD

Specification #: 105182

Contract or Program Description: Legislative Consulting

Modification #:

(Attach List, if multiple)

Yasmin Rivera

4-9991

Jan. Pien

Office of the Mayor

12-06-2011


Originator Name
(mm/dd/yr)

Telephone

Signature

Department

Date

<input checked="" type="checkbox"/> PROCUREMENT HISTORY See attachment	
<input checked="" type="checkbox"/> ESTIMATED COST See attached	
<input checked="" type="checkbox"/> SCHEDULE REQUIREMENTS See attached	
<input checked="" type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY See attached	
<input type="checkbox"/> OTHER <u> </u>	

APPROVED BY:

[Signature]
DEPARTMENT HEAD OR DESIGNEE

12-16-11
DATE

[Signature]
BOARD CHAIRPERSON

6.26.2012
DATE

Mat Hynes
PRINT NAME

RICH BUTLER
PRINT NAME

[Signature]
CHIEF PROCUREMENT OFFICER

PRINT NAME

6/27/12
DATE OF APPROVAL

JUN 28 2012

★ ONE NCRB MEMBER NOT ATTENDED

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT FORM

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a 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 DPS Checklist and any other required documentation. The Board will not consider justification with incomplete information documentation or omissions.

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 (i.e., 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, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and temporary consulting services form.
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

- * 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. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

Explain other related considerations and attach all applicable supporting documents, i.e., an approved ITGB form.

REVIEW AND APPROVAL

This form must be signed by both Originator of the request and signed by the Department Head or authorized designee. After review and final disposition from the Board, this form will be signed by the Chairperson of the Board. After review and final disposition from the Board, this form will be signed by the Chief Procurement Officer for final approval.




MAY 23 2012

DEPARTMENT OF PROCUREMENT SERVICES

Date: May 23, 2012 CITY OF CHICAGO

To: Matt Hynes
Director
Mayor's Office of Legislative Counsel and Government Affairs

Attention: Billy Glunz and Yasmin Rivera

From: 
Rich Butler
First Deputy Procurement Officer and Non-Competitive Review Board Chairman
Department of Procurement Services

Re: Description: Legislative Consulting
Vendor: William Filan, Ltd.



The Mayor's Office of Legislative Counsel and Government Affairs (LCGA) submitted the above-referenced matter to be considered by the Non-Competitive Review Board (NCRB). The NCRB heard the matter on May 1, 2012. After considering the documents and testimony provided by LCGA, the NCRB found that the LCGA must supplement its documentation with the following:

1. Electronic Economic Disclosure Statement (EDS);
2. Certificate of insurance;
3. Vendor cost proposal;
4. Appropriate contract duration and extension option(s), based on anticipated date of contract execution; and
5. Concurrence letter for no stated goals.

The NCRB will vote on this matter upon receipt of the supplements. If you have any questions, you may contact me at (312) 742-4500 or richard.butler@cityofchicago.org.

Justification For Non-Competitive Procurement

William Filan, LTD

Procurement History

1. For decades, the City of Chicago has contracted with several 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 would be a continuation of a previous contract with William Filan, LTD, which he has had with the City since 2006. He was originally contracted to assist with the management of communications between the City and the legislative leaders and their staffs as well as various members of the executive branch.
3. This contract was not made available through the competitive bidding process but was approved previously by the NCRB. William Filan has a stellar reputation and is uniquely qualified to provide such services based upon his background in state and city government and his significant and lengthy relationships and credibility with legislators.
4. Proposals were not solicited due to the specific nature of the duties to be performed.
5. Mr. Filan's services are of the 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 individuals 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

1. William Filan shall be paid by the City for all the services performed under the Agreement at a monthly rate of \$7,000.00.
2. Therefore the annual costs to be paid to the Consultant by the City \$84,000 per year.

Schedule Requirements

1. The contract term is a two year Blanket term Agreement, from October 1, 2011 through September 30, 2013, with an option to extend the contract for two (2) one (1) year periods. A previous contract was extended April 1, 2009 through April 1, 2010, the second extension was exercised April 1, 2010 through April 1, 2011 and then extend April 1, 2011 until the end of the 2011 Spring Legislative Session. ✓

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. Bill assists in the review of thousands of bills that are introduced in any given session and provides strategic advice on the multitude of issues facing the City. Additionally, it is very difficult to define requirements for the institutional knowledge that Mr. Filan brings into this role.
3. The Illinois General assembly has a calendar that is constrained by statutory dates. We are currently in the midst for the Fall veto session that will go through November and the Spring session will begin soon after the first of the year. It is imperative to have a complete team in place especially as we prepare for the Spring Session 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 matters affecting the City. Mr. Filan has been involved in legislative process for over 30 years and provides critical institutional knowledge, advice and direction to City officials and staff. He also has an in-depth understanding of how the budget process works. His relationship with key political leaders, as well as rank and file members, enhances the City's standing and provides direct access to decision-makers. Additionally, Mr. Filan has a keen understanding of the legislative process based on his many years on the legislative staff and as a highly respected lobbyist. His strategic advice and legislative experience are invaluable to our team during a legislative process that changes quickly and is often on a need to know basis.
2. Mr. 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. Mr. Filan brings a unique experience from his prior work in both the public and private sector at the state and local levels. As an independent contractor, he brings that knowledge and experience to the City's team. There are few people working in Springfield that possess similar experiences, and that specifically enhances the City's ability to be effective in Springfield.

Additionally, during these difficult budget times, it is critical to have continuity going forward. Mr. Filan has worked on several top-tier issues that the City will continue to work on in the immediate future including education reform, sales-tax sourcing, efforts to strengthen public safety, including issues related to the States gun laws. He has also worked on state budget issues and their impact on the City. Mr. Filan has worked on all of these issues in the past and his background will be critical for the City going forward.

4. The kinds of unique tools that Mr. 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 Mr. Filan, is indispensable to provide a direct line to decision-makers and senior staff to make quick progress on vital issues. Legislators, elected officials and their staffs do not have the time or resources to be experts on every issue and cannot possibly keep up with the daily process of both the Senate and House. The countless legislative committees and amendments that are offered on a daily basis requires individual with experience protecting the City's interests. Mr. Filan's legislative expertise, strategic advice and reputation are critical to the City complex interests in Springfield
6. N/A
7. No.
8. N/A

Submit to: Soo Choi, Commissioner, Department of Human Resources

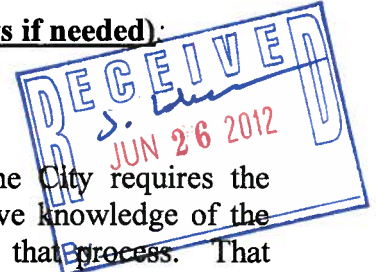
REQUEST TO USE PERSONAL SERVICES CONTRACTOR

Requesting department: **Office of the Mayor** _____ Date: **3/21/2012**

Contact person and phone number: **Yasmin Rivera 312-744-9991** _____

A. Please provide the following information (attach additional sheets if needed):

1. Name of the personal services contractor. William Filan
2. Explain why the contractor's services are necessary. The City requires the services of a consultant who possesses unique and extensive knowledge of the State legislative process and the people that work within that process. That consultant will provide advice and key insight regarding all such matters and will further the City's interests in legislative initiatives taking place at the state level. Mr. Filan has extensive experience in many aspects of the State of Illinois legislative process having served in both state and city government, and having cultivated relationships and established credibility with state legislators. His unique and specific expertise is highly valuable and useful in coordinating lobbying efforts in Springfield for the City of Chicago. The countless legislative committees and amendments that are offered on a daily basis require an individual with Mr. Filan's valuable expertise to protect the City's interests. Mr. 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 and other matters affecting the city during legislative sessions.
3. Describe the nature of the work to be performed. Consult with the City and its departments on various matters, including, but not limited to, policy matters and legislative strategy; Assist and advise the City in drafting, preparing, and presenting state legislation; Appear before state legislative committees representing the City's interest; Provide information and background on legislation impacting the City of Chicago; Provide training for City team members from his particular nuanced perspective as an introduction to the general state legislative process.
4. Explain how the personal services contractor will function as an independent contractor and not function as employee-like (for guidance, please refer to attached criteria). The contractor will not have an office at City Hall nor will he be supplied with equipment or support staff, but will instead provide consulting services from his personal office, home, over the phone, and from Springfield.



If you have any questions, please contact Christopher Owen, First Deputy, Department of Human Resources at 312-744-8395

APPENDIX A

He will provide strategic counsel and guidance based upon his unique qualifications, employment history, and legislative perspective and relationships. With his decades of experience in Springfield, Mr. Filan will maintain a distinct role by providing critical guidance and strategic advice to employees during legislative session to aid them in completing their objectives. Mr. Filan will also assist in the training of the City's newer staff members on the state legislative process. He will also apply his skills and learned perspective in appearing before state legislative committees representing the City's interest. Mr. 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 matters affecting the City. Mr. Filan has been involved in legislative process for over 30 years and provides critical institutional knowledge, advice and direction to City officials and staff. He also has an in-depth understanding of how the budget process works. His relationship with key political leaders, as well as rank and file members, enhances the City's standing and provides direct access to decision makers. While in Springfield, the City team must work under incredible time constraints and deadlines. Having a consultant, such as Mr. Filan, is indispensable to provide a direct line to decision-makers and senior staff to make quick progress on vital issues. The countless legislative committees and amendments that are offered on a daily basis require an individual with experience and unique expertise to protect the City's interests. Mr. Filan's legislative expertise, strategic advice and reputation are critical to the City's complex interests in Springfield. Mr. Filan has worked in the past as a contractor for the Office of the Mayor from April 1, 2006 thru May 31, 2011.

5. Number of hours that the personal services contractor is expected to work per week: It varies from week to week. During a legislative session, hours of operations could mean working long days, meeting with state legislators or sitting in committee meetings which could add up to 35 to 50 hours a week. During a non-legislative session, it could be 10 to 25 hours a week. Due to the sporadic schedule we have agreed to a monthly flat rate of \$7,000 to be paid to the consultant after submission of an invoice summarizing the hours and activities for that particular month. When not providing services to the City during the term of the contract between Mr. Filan and the City, and not during a legislative session, Mr. Filan may choose to continue providing services to other consulting clients to the extent that he is able to fulfill his consulting duties for the City under the agreed upon terms of the contract.
6. Project(s) to which the personal services contractor will be assigned: Review, analyze 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 and City employees; Provide strategies to approach the Illinois General Assembly and its leaders as well as the Illinois Executive Branch and various state agencies on issues critical to the City; Appear before state legislative committees representing the City's interest; Provide training to

If you have any questions, please contact Christopher Owen, First Deputy, Department of Human Resources at 312-744-8395


our staff on the legislative process. By its very nature the legislative process is fluid and changing, so the types and specific nature of the proposals and policies that Mr. Filan is asked to comment on may not be consistent. However, what will be consistent is that Mr. Filan will be autonomous in that he will control and direct the carrying out of his analysis, strategizing and trainings in his role as consultant for the City of Chicago on the state legislative process and the people that work within that process.

7. The duration of the assignment(s). We are seeking a 1 year term contract and the option of three 1 year extensions.

8.

<u>Fund #:</u>	<u>Dept. #</u>	<u>Org. #</u>	<u>Approp.:</u>	<u>Object:</u>
<u>0100</u>	<u>099</u>	<u>4401</u>	<u>0140</u>	<u>220140</u>

B. Please attach a copy of the contract.

.....
Department Head:  Date: 6-15-12

.....
DHR: Approved Not Approved  Date: 6/21/12
OBM: Approved Not Approved  Date: 6/26/12

Scope of Services – Legislative Consultant

1. Consult with the City and its Departments on, policy matters and legislative strategy.
2. Develop strategies to approach the Illinois General Assembly and its leaders as well as the Illinois Executive branch and various state agencies on issues critical to the City.
3. Provide guidance and counsel in the passage and enactment of state legislation favored by the City.
4. Provide the Mayor's Office and City departments with information and background on legislation impacting the City of Chicago.
5. Provide information, background and guidance on budget issues as part of the State legislative appropriations process to the Mayor's Office.
6. Provide the City with information about ongoing events and programs of interest to the City including grant announcements, public policy and budget announcements impacting the City.
7. Consult in the development and communication of the City's position and posture on legislation to elected and appointed state public officials and staff.
8. Maintain open lines of communication with legislative leaders and their professional staff.
9. Assist the City in drafting, preparing and presenting state legislation; appear before state legislative committees representing the City's interest.
10. Provide guidance 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 and City employees.
11. Provide training for new City legislative team members as an introduction to the state Legislative process.

William Glunz 
Deputy Director
Legislative Counsel and Government Affairs





OFFICE OF MAYOR RAHM EMANUEL
CITY OF CHICAGO

To: Jamie Rhee
Chief Procurement Officer
Department of Procurement Services

From: Matt Hynes 
Director
Mayor's Office of Legislative Counsel and Government Affairs

Date: May 1, 2012

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.

Thank you in advance for your consideration and please contact me if you need any additional information.



WILLIAM FILAN

CORPORATE AND GOVERNMENT PLANNER

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

MEMORANDUM

TO: Matthew Hynes, Director
Mayor's Office of Intergovernmental Affairs

FROM: William M. Filan *WMF*

DATE: May 4, 2012

RE: Cost Proposal/Contract Renewal - Extension

My rate for representing the City of Chicago in Springfield on any contract extension would remain at \$7,000.00 per month.

Thank you.





CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 31380

Date of This Filing: 05/04/2012 10:09 AM

Certificate Printed on: 05/04/2012

Original Filing Date: 05/04/2012 10:09 AM

Disclosing Party: WILLIAM FILAN LTD

Title: OWNER

Filed by: Mr. WILLIAM M FILAN

Matter: Legislative Consulting

Applicant: WILLIAM FILAN LTD

Specification #:

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



DPS PROJECT CHECKLIST

For DPS Use Only

Date Received

Date Returned

Date Accepted

CA/CN's Name

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.

General Information:

Date: 1/25/2012	Need by (estimated date): 3/1/2012	
Requisition No.: 67971	Contact Person:	Project Manager:
Specification No.: (if known) 105182	Yasmin Rivera	William Glunz
PO No.: (if known)	Telephone: 312-744-9991	Telephone: 4-7965
Modification No.: (if known)	Fax: 3127441674	Fax:
Previous PO No.: (if known) 13429	Email: yasmin.rivera@cityofchicago.org	Email: billy.glunz@cityofchicago.org
Project Description: Legislative Consulting		

Funding:

City:	<input checked="" type="checkbox"/> Corporate	<input type="checkbox"/> Bond	<input type="checkbox"/> Enterprise	<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:
State:	<input type="checkbox"/> IDOT/Transit	<input type="checkbox"/> IDOT/Highway		<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:
Federal:	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA	<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	\$ DOLLAR AMOUNT
	012	0100	099	4401	0140	220140			\$168,000

Term Estimated Value \$168000

*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)

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	Modification/Amendment
<input checked="" type="checkbox"/> Blanket/Term/DUR/Agreement	<input type="checkbox"/> Time Extension**
<input type="checkbox"/> Master Agreement (Task Order)	<input type="checkbox"/> Vendor Limit Increase
<input type="checkbox"/> Standard/One-Time Purchase	<input type="checkbox"/> Scope Change/Price Increase/Additional Line Item(s)
Forms	<input type="checkbox"/> Other (specify):
<input type="checkbox"/> Requisition	
<input type="checkbox"/> Special Approvals	
<input checked="" type="checkbox"/> Non-Competitive Review Board (NCRB)	

Contract Term: 2 YEARS

** Requested Term (Number of Months): 24 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.

DPS PROJECT CHECKLIST

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:

DPS PROJECT CHECKLIST

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

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:

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:

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

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:
- Contractor's Address:
- Contractor's e-mail Address:
- Contractor's Phone Number:
- 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)

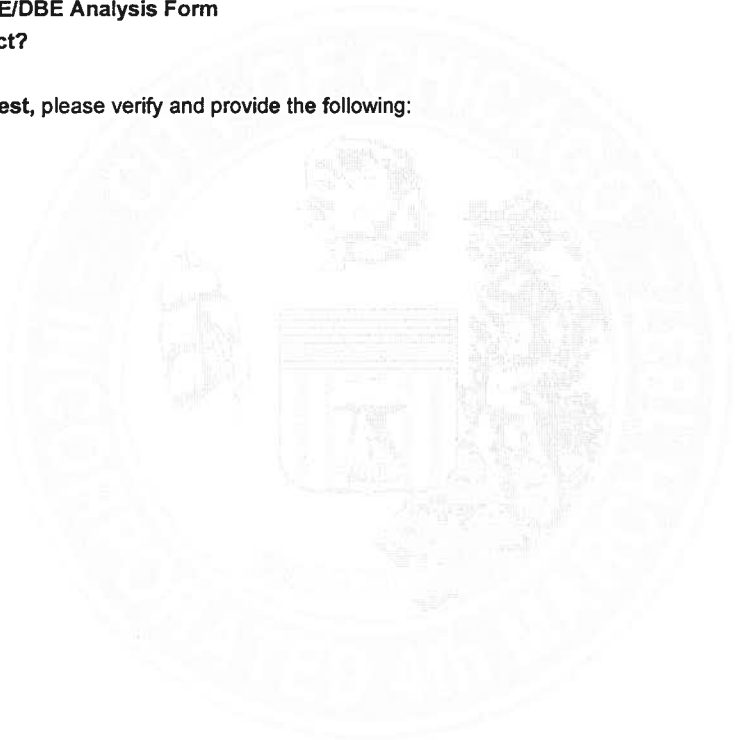
Risk Management:

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





To: Jaime Rhee
Chief Procurement Officer
Department of Procurement Services

From: Matt Hynes 
Director
Mayor's Office of Legislative Counsel and Government Affairs

Date: December 20, 2011

Re: Legislative Consulting

I am requesting non-competitive procurement for the following for legislative consulting services:

- William Filan, LTD

As you know we have several significant issues pending before the State of Illinois. Additionally, the Illinois General Assembly is scheduled to return next month for the spring legislative session. It is critical that the City have representation in Springfield and the firms listed above have the experience and knowledge of the legislative process as well as an understanding of the City's unique interests.

Attached, please find the Non-Competitive Review Board's (NCRB) Justification for Non-Competitive Procurement.

Thank you in advance for your consideration and please contact me if you need any additional information.

Scope of Services – Legislative Consultant

1. Consult with the City and its Departments on various matters, including, but not limited to, policy matters and legislative strategy.
2. Assist in developing strategies to approach the Illinois General Assembly and its leaders as well as the Illinois Executive branch and various state agencies on issues critical to the City.
3. Assist in the passage and enactment of state legislation favored by the City.
4. Provide information and background on legislation impacting the City of Chicago.
5. Provide information, background and guidance on budget issues as part of the State legislative appropriations process.
6. Provide the City with information about ongoing events and programs of interest to the City.
7. Assist in the development and communicate the City's position and posture on legislation to elected and appointed state public officials and staff.
8. Maintain open lines of communication with legislative leaders and their professional staff.
9. Assist the City in drafting, preparing and presenting state legislation; appear before state legislative committees representing the City's interest.
10. Review, analyze 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 and City employees.
11. Assist the City in all other projects, programs or initiatives concerning the City as needed.
12. Provide training for City team members as an introduction to the state Legislative process.

William Glunz

Deputy Director

Legislative Counsel and Government Affairs

January 25, 2012

Mr. Matthew Hynes
Director
Mayor's Office of Intergovernmental Affairs
City of Chicago
118 North Clark Street
Chicago, IL 60601

Dear Matt:

I have been involved in the legislative process for over 30 years and have worked with the City of Chicago for 17 of those years. I am a problem solver that provides valuable institutional knowledge, advice and direction to your excellent staff and city departments. I assist in the reviewing of over 2500 bills that are introduced in any given session, and then follow many of these bills throughout the legislative session. I have established relationships with my peers, members of the General Assembly and the folks who run the various departments within the Executive Branch under the Governor.

I have extensive knowledge on the various public policy issues confronting the City of Chicago. I believe my strategic advice and legislative expertise are invaluable to your team during a legislative session that moves and changes quickly. I understand the budget process and the rules that run the legislative process in both the Senate and the House.

In the past, I have worked with your team to prevent laws from being passed that would be detrimental to the City. I have also worked closely with your team to make sure Chicago gets its fair share of state revenue. My strengths lie in constantly reviewing strategies and tactics for new and creative ways to help achieve your goals. I am aggressive, tenacious and very resourceful with ideas to protect the City's interests in Springfield.

As we all know, passing and defeating a law can be very cumbersome. Legislators do not have the time to be experts in every issue and cannot possibly keep up with the daily process of both the Senate and House. The countless legislative committees and amendments that are offered on a daily basis requires someone with the necessary experience to help protect the

Mr. Matthew Hynes

January 25, 2012

Page 2

City's interests. I believe that I have and can continue to make a valuable contribution to the City of Chicago's legislative team. I believe that my professional experience and demonstrated talents in both the administrative and legislative areas, combined with my strategic advice, would be a worthwhile endeavor. Once again, I look forward to the opportunity to work with your team.

Yours very truly,

A handwritten signature in cursive script that reads "William Filan".

William Filan

WILLIAM FILAN

CORPORATE AND GOVERNMENT PLANNER

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

January 25, 2012

Mr. Matthew Hynes
Director
Mayor's Office of Intergovernmental Affairs
City of Chicago
118 North Clark Street
Chicago, IL 60601

Re: **MBE/WBE Waiver**

Dear Matt:

I am writing to you concerning my proposed 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 and, therefore, am requesting a waiver.

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
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

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

William Filan

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant
OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
OR

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

B. Business address of the Disclosing Party: 321 N Clark #2800
Chicago Illinois 60654

C. Telephone: 312-832-4391 Fax: 312-832-4700 Email: W.Filan@earthlink.net

D. Name of contact person: William Filan

E. Federal Employer Identification No. (if you have one): 36-4012535

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Legislative Consulting

G. Which City agency or department is requesting this EDS? Dept of Procurement Services
For Mayor's Office of Intergovernmental Affairs.

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture |
| <input checked="" type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |
-

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

Illinois

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

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

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

Name	Title
<u>William Filan</u>	<u>owner</u>

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
William Filan	321 N Clark #2800	Chicago, IL 100%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

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

None

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. **NOTE:** If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

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

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

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

I certify the above to be true

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

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

NONE

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

ALD Ed Burke Book \$20.00

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[] is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

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

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

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

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No

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

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

Does the Matter involve a City Property Sale?

Yes

No

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

Name	Business Address	Nature of Interest
<hr/> <hr/> <hr/>		

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

NONE

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

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

Yes No

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

Yes No

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

Yes No

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

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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

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

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

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

William Filan

(Print or type name of Disclosing Party)

By: William Filan
(Sign here)

William Filan

(Print or type name of person signing)

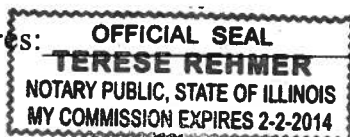
owner

(Print or type title of person signing)

Signed and sworn to before me on (date) 1/24/12,
at Cook County, Illinois (state).

Terese Rehmer Notary Public.

Commission expires: _____



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

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

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

[] Yes

No

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



THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

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*3100283LP39970113

SCHEDULE

Terrorism Premium (Certified Acts):

\$ 12.00

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for certified acts of terrorism under TRIA. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

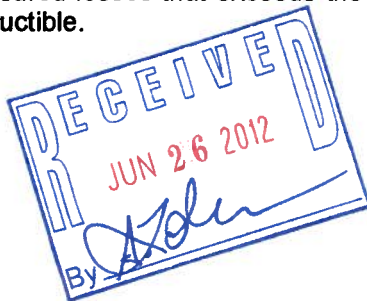
The United States Department of the Treasury will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of such insured losses that exceeds the applicable insurer deductible.

However, if aggregate insured losses attributable to certified acts of terrorism under TRIA exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to certified acts of terrorism under TRIA exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under TRIA, we shall not be liable for the payment of any portion of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. All other terms and conditions remain the same.





IMPORTANT NOTICE TO POLICYHOLDERS

This Notice does not form a part of your policy. This is a summary of the changes to endorsements that may form a part of your policy. This notice does not reference every editorial change made in the endorsements. No coverage is provided by this summary, nor can it be construed to replace any provisions of your policy or endorsements. If there is any conflict between the policy and this summary, the provisions of the policy shall prevail.

Please read the policy carefully to determine rights, duties and coverage. Only the provisions of your policy determine the scope of your insurance protection.

The changes described below are general in nature. Your policy may contain further changes or modifications, so it remains necessary for you to read your policy closely. Please contact your agent or broker for further information.

BUSINESS LIABILITY COVERAGE FORM

If this coverage form is part of your Hartford policy, this notice applies to you. Please read it carefully.

SS 41 62 06 11 - Amendment of Exclusions and Definition – Personal and Advertising Injury

When this endorsement is attached to your policy, Personal and Advertising Injury Liability is changed as follows:

In order to elaborate on the intent of the current exclusion for Infringement Of Intellectual Property Rights, that exclusion has been revised to state that there is no coverage under personal and advertising injury for any injury or damage alleged in any claim or suit that also alleges an infringement or violation of any intellectual property right.

The scope of the Discrimination exclusion has been expanded to include sole proprietors ("your direction") and any other owner, manager or trustee who may direct such discrimination. This may be considered a reduction in coverage.

The Employment-Related Practices Exclusion is revised to reinforce that coverage is not provided for any injury to a person associated with the employment of that person, whether it occurs before employment, during employment, or after employment of that person. While this change is a reinforcement of coverage intent, it may result in a decrease in coverage in jurisdictions where courts have ruled the exclusion to be inapplicable in employment-related post-employment claims.

Under the definition of "personal and advertising injury", coverage for wrongful eviction now applies to wrongfully-evicted persons or organizations. This change results in a broadening of coverage.

SS 40 26 06 11 - Cyberflex Coverage

When this endorsement is attached to your policy, changes to the form to elaborate on the intent of the current provisions of the form. The exclusion Infringement of Intellectual Property Rights has been revised to state that there is no coverage under personal and advertising injury for any injury or damage alleged in any claim or suit that also alleges an infringement or violation of any intellectual property right.



We have amended the definition of "your web site", to state that "your web site" or set of interconnected web pages prepared and maintained by you, or by others on your behalf, for the purpose of promoting your goods, products or services, that is accessible over the internet.

SS 50 94 06 11 – Personal and Advertising Injury Exclusion – Copyright Material

When this endorsement is attached to your policy, it reinforces that the Personal And Advertising Injury provision p.(7)(a) that was amended on this form supersedes any provision to the contrary.

SS 41 63 06 11 – Amendment – Definition of Insured Contract

When this endorsement is attached to your policy, it removes "provided the "bodily injury" or property damage" is caused, in whole or in part by you or by those acting on your behalf" from the definition of an Insured Contract. This aligns the definition of an Insured Contract with ISO to protect the insured in an indemnitee agreement that requires them to indemnify and hold harmless another party from that party's own liability.

UMBRELLA POLICY PROVISIONS

If this coverage form is part of your Hartford policy, this notice applies to you. Please read it carefully.

SX 24 33 06 10 – Amendment Of Coverage – Personal And Advertising Injury

When this endorsement is attached to your policy, coverage is changed as follows:

In order to elaborate on the intent of the current exclusion for Infringement Of Intellectual Property Rights, that exclusion has been revised to state that there is no coverage under personal and advertising injury for any injury or damage alleged in any claim or suit that also alleges an infringement or violation of any intellectual property right.

The scope of the Discrimination exclusion has been expanded to include sole proprietors ("your direction") and any other owner, manager or trustee who may direct such discrimination. This may be considered a reduction in coverage.

Under the definition of "personal and advertising injury", coverage for wrongful eviction now applies to wrongfully-evicted persons or organizations. This change results in a broadening of coverage.

Finally, if form SS 40 26 is part of your underlying insurance, we have amended the definition of "your web site", to state that "your web site" means a web page or set of interconnected web pages prepared and maintained by you, or by others on your behalf, for the purpose of promoting your business or promoting your goods, products or services, that is accessible over an internet.

Should you have any questions, please contact your insurance agent, broker or representative.



IMPORTANT NOTICE TO POLICYHOLDERS

To help your insurance keep pace with increasing costs, we have increased your amount of insurance . . . giving you better protection in case of either a partial, or total loss to your property.

If you feel the new amount is not the proper one, please contact your agent or broker.

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97 This Spectrum Policy consists of the Declarations, Coverage Forms, Common Policy Conditions and any
39 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
LP insurance company of The Hartford Insurance Group shown below.

SBA

INSURER: HARTFORD CASUALTY INSURANCE COMPANY
HARTFORD PLAZA, HARTFORD, CT 06115
COMPANY CODE: 3

Policy Number: 83 SBA LP3997 DV



SPECTRUM POLICY DECLARATIONS

ORIGINAL

Named Insured and Mailing Address: WILLIAM FILAN
(No., Street, Town, State, Zip Code)

321 N CLARK ST, STE 2800 C/O FOLEY
CHICAGO IL 60610

Policy Period: From 04/28/12 To 04/28/13 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: MESIROW INS SERVICES INC/BBT/PHS
Code: 551324

Previous Policy Number: 83 SBA LP3997

Named Insured is: INDIVIDUAL

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$614

Countersigned by

Authorized Representative

02/15/12
Date

08290
*3100283LP39970113

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 83 SBA LP3997

PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS LIMITS OF INSURANCE

**BUSINESS INCOME AND EXTRA EXPENSE
COVERAGE** 12 MONTHS ACTUAL LOSS SUSTAINED
**COVERAGE INCLUDES THE FOLLOWING
COVERAGE EXTENSIONS:**

ACTION OF CIVIL AUTHORITY: 30 DAYS
EXTENDED BUSINESS INCOME: 30 CONSECUTIVE DAYS

**EQUIPMENT BREAKDOWN COVERAGE
COVERAGE FOR DIRECT PHYSICAL LOSS
DUE TO:
MECHANICAL BREAKDOWN,
ARTIFICIALLY GENERATED CURRENT
AND STEAM EXPLOSION**

**THIS ADDITIONAL COVERAGE INCLUDES
THE FOLLOWING EXTENSIONS**

HAZARDOUS SUBSTANCES \$ 50,000
EXPEDITING EXPENSES \$ 50,000

**MECHANICAL BREAKDOWN COVERAGE ONLY
APPLIES WHEN BUILDING OR BUSINESS
PERSONAL PROPERTY IS SELECTED ON
THE POLICY**

IDENTITY RECOVERY COVERAGE \$ 15,000
FORM SS 41 12

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 83 SBA LP3997

Form Numbers of Forms and Endorsements that apply:

SS 00 01 04 93	SS 00 05 12 06	SS 00 07 07 05	SS 00 08 04 05
SS 84 15 09 07	SS 01 23 09 07	SS 04 19 07 05	SS 04 22 07 05
SS 04 30 07 05	SS 04 38 09 09	SS 04 39 07 05	SS 04 41 04 09
SS 04 42 09 07	SS 04 44 07 05	SS 04 45 07 05	SS 04 46 10 08
SS 04 47 04 09	SS 04 74 09 07	SS 04 78 07 05	SS 04 80 03 00
SS 04 86 03 00	SS 40 18 07 05	SS 40 93 07 05	SS 41 12 12 07
SS 41 51 10 09	SS 41 62 06 11	SS 41 63 06 11	IH 10 01 09 86
SS 05 09 07 00	SS 05 47 09 01	SS 09 01 10 08	SS 09 06 10 08
SS 09 42 07 99	SS 50 19 01 08	IH 99 40 04 09	IH 99 41 04 09
SS 38 25 12 07	SS 83 76 01 08		
IH 12 00 11 85	COMPLETE MAILING ADDRESS		



SUPER STRETCH SUMMARY

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and the Limits of Insurance provided by the Super Stretch Coverage form SS 04 74 which is included in this policy. No coverage is provided by this summary. Refer to coverage form SS 04 74 to determine the scope of your insurance protection.

The Limits of Insurance for the following Additional Coverages are in addition to any other limit of insurance provided under this policy:

Blanket Coverage Limit of Insurance: \$150,000
Blanket Coverages
Accounts Receivable- On/Off Premises
Computers and Media
Debris Removal
Personal Property of Others
Temperature Change
Valuable Papers and Records- On/Off Premises

Coverage	Limit
Brands and Labels	Up to Business Personal Property Limit
Claim Expenses	\$ 10,000
Computer Fraud	\$ 5,000
Employee Dishonesty (including ERISA)	\$ 25,000
Fine Arts	\$ 25,000
Forgery	\$ 25,000
Laptop Computers- Worldwide Coverage	\$ 10,000
Off Premises Utility Services – Direct Damage	\$ 25,000
Outdoor Signs	Full Value
Pairs or Sets	Up to Business Personal Property Limit
Property at Other Premises	\$ 10,000
Salespersons' Samples	\$ 5,000
Sewer and Drain Back Up	Included Up to Covered Property Limits
Sump Overflow or Sump Pump Failure	\$ 25,000
Tenant Building and Business Personal Property	\$ 20,000
Coverage-Required by Lease	
Transit Property in the Care of Carriers for Hire	\$ 10,000
Unauthorized Business Card Use	\$ 5,000

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The Limits of Insurance for the following Coverage Extensions are a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Coverage	Limit
Newly Acquired or Constructed Property – 180 Days	
Building	\$1,000,000
Business Personal Property	\$ 500,000
Business Income and Extra Expense	\$ 500,000
Outdoor Property	\$ 25,000 aggregate/ \$1,000 per item
Personal Effects	\$ 25,000
Property Off-Premises	\$ 25,000

The following changes apply only if Business Income and Extra Expense are covered under this policy. The Limits of Insurance for the following Business Income and Extra Expense Coverages are in addition to any other Limit of Insurance provided under this policy:

Coverage	Limit
Business Income Extension for Off-Premises Utility Services	\$ 25,000
Business Income Extension for Web Sites	\$ 50,000/7 days
Business Income from Dependent Properties	\$ 50,000

The following Limit of Insurance for the following Business Income Coverage is a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Coverage	Limit
Extended Business Income	90 Days

The following changes apply to Loss Payment Conditions:

Coverage	Limit
Valuation Changes	
Commodity Stock	Included
"Finished Stock"	Included
Mercantile Stock - Sold	Included



Houston Casualty Company

ADMINISTRATIVE OFFICES: 13403 NORTHWEST FREEWAY, HOUSTON, TEXAS 77040

DECLARATIONS PROFESSIONAL LIABILITY ERRORS & OMISSIONS INSURANCE THIS IS A CLAIMS MADE AND REPORTED POLICY

Broker: 2404 Policy Number: H711-15252
Donald Gaddis Co., Inc. Renewal of: H710-10811

Item 1. Named Insured: William Filan

Item 2. Address: 321 N. Clark Street, Suite 2800
Chicago, IL 60654



353 N. Clark Street
Chicago, IL 60654
312-595-6200

Item 3. Named Insured's Profession: See Endorsement MPL32

Item 4. Limit of Liability: \$ 500,000 Each Claim including Claim Expenses
\$ 500,000 Total Policy Limit of Liability for all Claims (including Claim Expenses)

Item 5. Deductible: \$ 10,000.00 Each Claim including Claim Expenses

Item 6. Notice of Claim to: Director of Claims
37 Radio Circle Drive, Mt. Kisco, New York 10549

Item 7. Policy Period: Inception Date: 12/01/2011 Expiration Date: 12/01/2012
12:01 A.M. Standard Time at the address of the Named Insured herein.

Item 8. Retroactive Date: 12/01/2006 Item 9. Date of Application: 11/21/2011

Item 10. Premium: \$ 2,150.00
+\$75.00 sl tax + \$2.00 stamping fee

Item 11. Extension Period: 12 MONTHS Item 12. Extension Percentage: 125 %

Attachments:

MPL32 Named Insured's Professional Services Endorsement
MPL46 Nuclear Incident Exclusion Clause- Liability- Direct (broad)
MPL109 Service of Suit
MPL91 Punitive Damage
MPL73 Management Consultants Endorsement

Dated: 12/01/2011

by

Authorized Representative

Houston Casualty Company
Houston, TX

End. Effective Date	Policyholder	Policy Number	Endorsement
12/01/2011	William Filan	H711-15252	1

NAMED INSURED'S PROFESSIONAL SERVICES ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that the Declarations Page of this Policy referencing the "Named Insured's Profession", shall read as follows:

Named Insured's Profession:

Solely in the performance of services as a Management Consultant, and/or providing a Lobbying Service, for others for a fee.

All other terms and conditions remain unchanged.

by 
Authorized Representative

Houston Casualty Company
Houston, TX

End. Effective Date	Policyholder	Policy Number	Endorsement
12/01/2011	William Filan	H711-15252	2

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD)

In consideration of the premium charged, it is understood and agreed that Section V. entitled "EXCLUSIONS" of this Policy is amended by the addition of the following:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
- (a) with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, any Insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Insured of

by 
Authorized Representative

Houston Casualty Company
Houston, TX

End. Effective Date	Policyholder	Policy Number	Endorsement
12/01/2011	William Filan	H711-15252	2

services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor;
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this endorsement is subject to the terms, exclusions, conditions and limitations of the Policy of Insurance to which it is attached.


by _____
Authorized Representative

Houston Casualty Company
Houston, TX

End. Effective Date	Policyholder	Policy Number	Endorsement
12/01/2011	William Filan	H711-15252	2

All other terms and conditions remain unchanged.

by 
Authorized Representative

Houston Casualty Company
Houston, TX

End. Effective Date	Policyholder	Policy Number	Endorsement
12/01/2011	William Filan	H711-15252	3

SERVICE OF SUIT ENDORSEMENT

As used in this Endorsement, the "Company" refers to Houston Casualty Company.

This applies in jurisdictions where the Company is not an admitted insurer.

It is agreed that in the event of the Company's failure to pay the amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court. Nothing in this Endorsement constitutes or should constitute a waiver of the Company's rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States.

It is further agreed that, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Policy of insurance, and hereby designates the President of the Houston Casualty Company in care of the General Counsel, at 13403 Northwest Freeway, Houston, TX, 77040, as the person to whom the said officer is authorized to mail such process or true copy thereof.

It is further understood and agreed that service of process in such suit may be made upon Randy Rinicella, Secretary, at 13403 Northwest Freeway, Houston, TX, 77040, and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

All other terms and conditions remain unchanged.

by 
Authorized Representative

Houston Casualty Company
Houston, TX

End. Effective Date	Policyholder	Policy Number	Endorsement
12/01/2011	William Filan	H711-15252	4

PUNITIVE DAMAGE

In consideration of the premium charged it is understood and agreed that Section III. "DEFINITIONS," e) Loss is hereby deleted in its entirety and replaced with the following:

c) Loss

"Loss" shall mean a monetary judgment, award or settlement for damages including an award by a court of punitive damages to the extent such are insurable pursuant to the law by which this Policy shall be construed and reasonable attorney's fees and costs to a party making Claim. Loss shall not include:

- (1) fines, penalties or taxes;
- (2) any matter uninsurable under the law pursuant to which this Policy shall be construed;
- (3) the return of fees or charges for the services rendered; or to be rendered;
- (4) pre-judgment and post-judgment interest; or
- (5) liquidated damages or the multiplied portion of any multiplied damage award.

All other terms and conditions remain unchanged.

by 
Authorized Representative

Houston Casualty Company
Houston, TX

End. Effective Date	Policyholder	Policy Number	Endorsement
12/01/2011	William Filan	H711-15252	5

MANAGEMENT CONSULTANT ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that Section V. entitled "EXCLUSIONS" is amended by the addition of the following:

V. EXCLUSIONS

This Policy does not apply to any Claim, Claim Expense or Loss:

1. based upon or arising out of any actual or alleged commingling of or inability or failure to pay, collect or safeguard funds;
2. based upon or arising out of the failure of any real or personal property to have at any point or points in time any, warranted or guaranteed economic value;
3. based upon or arising out of a) compilation of audited financial statements or b) tax return preparation services that are provided by, or on behalf of the Insured(s).

All other terms and conditions remain unchanged.

by 
Authorized Representative