

**JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

**COMPLETE THIS SECTION IF NEW CONTRACT**

For contract(s) in this request, answer applicable questions 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.

Request that negotiations be conducted only with Huron Consulting LLC for the product and/or services described herein. This is a request for  
 (Name of Person or Firm)

(One-Time Contractor Requisition #: 39432, copy attached) or  Term Agreement or  Delegate Agency (Check one).

If Delegate Agency, this request is for "blanket approval" for all contracts within the \_\_\_\_\_ (Attach List).  
 (Program Name)

Pre-Assigned Specification No.: 67779

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: \_\_\_\_\_

Specification #: \_\_\_\_\_


Contract or Program Description: \_\_\_\_\_

Modification #: \_\_\_\_\_

(Attach List, if multiple)

Peter Sitkowski

744-7960



Procurement Services

7.30.08

Originator Name

Telephone

Signature

Department

Date (mm/dd/yr)

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

<input checked="" type="checkbox"/> <b>PROCUREMENT HISTORY</b> Please see the attached narrative.	S.S.R.A. DATE <u>2/5/8</u>
<input checked="" type="checkbox"/> <b>ESTIMATED COST</b> \$175,000	APPROVED <u>2-0</u> CONDITIONALLY APPROVED
<input checked="" type="checkbox"/> <b>SCHEDULE REQUIREMENTS</b> This project is anticipated to be completed in ten (10) weeks.	RETURN TO DEPT. _____ DISAPPROVED
<input checked="" type="checkbox"/> <b>EXCLUSIVE OR UNIQUE CAPABILITY</b> Please see the attached narrative.	42 DPS employees abstain
<input checked="" type="checkbox"/> <b>OTHER</b> Please see the attached narrative.	

APPROVED BY: Monica M. ...  
 DEPARTMENT HEAD OR DESIGNEE

3-7-31-8  
 DATE

[Signature]  
 BOARD CHAIRPERSON

3/5/8  
 DATE

**INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT FORM** (Rev. 8/14)

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

**PROCUREMENT HISTORY** (INCLUDING FUTURE PROCUREMENT OBJECTIVES)

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

**MBE/WBE COMPLIANCE PLAN**

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

**OTHER**

- |    |  |
|----|--|
| 1. | Explain other related considerations and attach all applicable supporting documents (an approved information Technology Strategy Committee (ITSC) form, an approved Request for Individual Contract Services form, etc.) |
|----|--|

**REVIEW AND APPROVAL**

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

## **PROCUREMENT HISTORY**

In 2005, The Department of Procurement Services (DPS) met with various consulting firms to explore expertise in government procurement. A select number of firms offered specialized procurement consulting. Huron Consulting LLC offers the type of experience and wealth of knowledge in the analysis, development and implementation of strategic procurement initiatives and best practices in the public and private sectors. Additionally, Huron Consulting provides expert business planning and resources to execute the implementation of procurement best practices that will streamline the procurement processes at DPS, adopting best practices across the procurement spectrum, add value to the process, to realize cost savings for the City of Chicago.

In May, 2005, Huron Consulting was engaged to conduct a strategic procurement review. The objectives were to document a specific unit of Contract Administration in its current state; identify gaps and opportunities based on best practices, accountability measures, and overall unit and staff performance; define roles, responsibilities and goals of DPS; and provide specific process improvement recommendations. In July, 2005, Huron Consulting submitted to DPS, its Procurement Process Review, Opportunities for Improvement and Action Plans.

Due to changes in the leadership in DPS over the past few years, full implementation of the Huron Consulting study recommendations was delayed. With the appointment of Mr. Montel M. Gayles, Chief Procurement Officer in February, 2008, and an in-depth review of the July, 2005 study with Huron principals, it was decided to go forward with the next phase of the study, the Procurement Process Implementation Plan.

## **EXCLUSIVE OR UNIQUE CAPABILITY**

Based on the 2005 study completed by Huron Consulting, they are uniquely qualified to continue as the consultant to implement the study recommendations based on their acquired knowledge of Department of Procurement and City government operations and processes, in particular.

The Chief Procurement Officer has determined that business process efficiencies and streamlining is an essential component to improving service delivery to our user department and vendor clients. To accomplish this, DPS seeks to begin implementing the proposed recommendations by third quarter, 2008.

By considering any other consultant, the City would lose the learning curve and perspective gained by Huron Consulting from the 2005 study and further delay implementation of recommendations from that study.

## **OTHER**

Due to the limited scope and number of personnel required to perform the services, there may not be opportunity for direct M/WBE participation, however, Huron has been asked to propose indirect participation.



April 23, 2008

Montel M. Gayles, Chief Procurement Officer  
City of Chicago, Department of Procurement Services  
City Hall, 121 North LaSalle St., Room 403  
Chicago, IL 60602

***DRAFT – FOR DISCUSSION PURPOSES ONLY***

Dear Commissioner Gayles,

This letter sets forth the agreement between Huron Consulting Services LLC (“Huron”) and the City of Chicago (“Client”) in connection with certain services related to providing assistance and analytical support for the Department of Procurement Services (DPS) transformation goals. Our work will focus on implementing the recommendations outlined in our procurement assessment report completed in July, 2005. This engagement letter describes our understanding of the project’s objectives, the specific tasks that we will perform and a description of project deliverables.

**Engagement Objectives**

We understand the DPS primary objective to be the increased efficiency and effectiveness of current procurement practices. As discussed with management, your needs include the initiation of a “center-led” procurement model that will significantly increase customer service and satisfaction and reduce the cycle time experienced in common contracting practices.

Our engagement is designed to accomplish the following:

- Review and revise DPS goals as appropriate
- Assess current Procurement metrics vs. best practices
- Align roles and responsibilities between DPS and user departments
- Facilitate DPS organizational realignment as appropriate
- Assist DPS to initiate greater involvement in the City’s total procurement needs
- Redesign contracting processes to reduce cycle time
- Enhance people development (e.g., developing job descriptions, identifying training needs)

**Engagement Scope**

To help you accomplish these objectives, we will review the recommendations made in July, 2005 with respect to your current organization and operations. Based on this upfront review and further discussions with management we may modify our recommendations from the initial procurement assessment study. Our intent is to implement the procurement process improvement recommendations outlined in our July 2005 report and modified if appropriate. We will limit our scope to recommendations that have a high degree of impact on the primary objective stated above. Huron and the DPS will focus on the following areas / action items:



- Management by Procurement Metrics
- Leadership and Organizational Design
- Relationship Management & Communication
- Total Enterprise Integration
- Governance & Process
- Resource Management & Development

### **Engagement Deliverables**

The deliverables for this project will include the following:

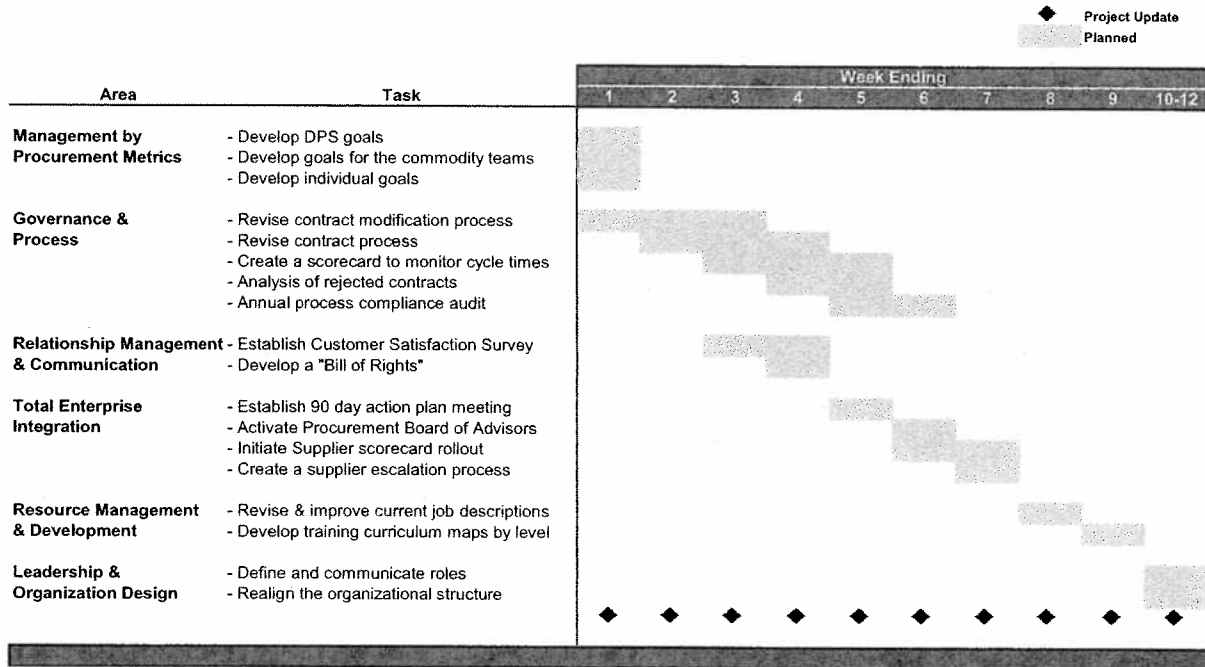
- Departmental goals established
- Organization realignment around commodities
- Customer Satisfaction Survey results
- Bill of Rights agreed to by key stakeholders
- 90 Day Action Plan meeting established
- Procurement Board of Advisors established
- Reporting in place to support meetings
- Supplier Scorecards Initiated
- Revised contract processes to reduce cycle time
- Analysis of rejected contracts with summarized findings
- Compliance audit with summarized findings
- Revised job descriptions
- DPS Curriculum maps

### **Proposed Engagement Workplan**

Huron Consulting Group proposes to complete this project within a ten (10) to twelve (12) week timeframe. Assuming that we receive the requested information in a reasonable timeframe and have the necessary access to department resources, we are confident of this schedule given the deployment of our team of experienced professionals and the urgency of the project objective.



Below is a generalized timeline of key events, milestones, and deliverables for this engagement. This timeline may be revised after further discussions with management.



**Key Engagement Personnel**

James L. Knight, a Managing Director, will have overall responsibility for this engagement. Additionally, Edwin Eisendrath, a Managing Director, will serve as Project Advisor and will provide quality assurance services. Patrick Young will be assigned full-time to the project and serve as your Project Manager. Additional consultants from our practice will support the fieldwork and analysis as necessary throughout the engagement

**Your Responsibilities**

In connection with our provision of services, you will perform the tasks, furnish the personnel, provide the resources, and undertake the responsibilities specified below.

You will designate an employee or employees within your senior management who will make or obtain all management decisions with respect to this engagement on a timely basis. You also agree to ensure that all assumptions set forth below are accurate and to provide us with such further information we may need and which we can rely on to be accurate and complete. You also agree to cause all levels of your employees and contractors to cooperate fully and timely with us. We will be entitled to rely on all of your decisions and approvals and we will not be obligated to evaluate, advise on, confirm, or reject such decisions and approvals.

To help maximize the value of our work to you and to keep the project moving on schedule, you agree to comply with all of our reasonable requests and to provide us timely access to all information and locations reasonably necessary to our performance of the services.



The successful delivery of our services, and the fees charged, are dependent on (i) your timely and effective completion of your responsibilities, (ii) the accuracy and completeness of any assumptions, and (iii) timely decisions and approvals by your management. You will be responsible for any delays, additional costs, or other liabilities caused by any deficiencies in the assumptions or in carrying out your responsibilities.

**Engagement Fees & Expenses**

Our professional fees for the initial scope of services described in this Engagement Letter are based on actual time and materials. We have discounted our rates for this engagement by 25%. We anticipate that our efforts to complete this project will take 10 to 12 weeks. Huron's professional fees will be \$17,500 per week. Any out-of-pocket expenses will be billed at the actual amounts incurred and typically average less than 10% of total fees.

In the event Client or its sister agencies have further need for procurement related services, Huron will offer those services at the hourly rates listed in Appendix B, subject to a written Statement of Work (SOW). At a minimum, each SOW will contain the following four elements:

1. Project scope;
2. A custom work plan including project timeline, key deliverables, and team member responsibilities;
3. An estimate of required hours and total cost; and
4. Authorized signatures.

Huron's standard rates are listed in Appendix B, along with discounted rates for this engagement. Although the standard rates may change, Huron will extend the 25% discount in any future SOW under this agreement.

We understand that our bills should be sent to:

Montel M. Gayles, Chief Procurement Officer  
City of Chicago, Department of Procurement Services  
City Hall, 121 North LaSalle St., Room 403  
Chicago, IL 60602

Please indicate your agreement with these terms by signing and returning to me the enclosed copy of this letter. We appreciate the opportunity to be of service to you and look forward to working with you on this engagement.

Sincerely,

HURON CONSULTING GROUP LLC

By: \_\_\_\_\_  
James L. Knight, Managing Director

Acknowledged and Accepted:



City of Chicago, Department of Procurement Services

By: \_\_\_\_\_

Title: \_\_\_\_\_

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





**Appendix B: Huron Consulting Group Rates**

<b>Description</b>	<b>Standard Rate</b>	<b>Discounted Rate</b>
Managing Director	\$590	\$445
Director	\$450	\$340
Manager	\$385	\$290
Associate	\$295	\$220
Analyst	\$230	\$175



Appendix:

- Appendix A: General Business Terms:  
The attached General Business Terms apply to this engagement.
- Appendix B: Huron Consulting Groups Rates:  
Huron will offer additional services at the discounted hourly rates listed, subject to a Statement of Work (SOW).

\* \* \* \* \*

**Appendix A: General Business Terms**

If awarded this contract, we would hope to negotiate a contract for the work described in this proposal that includes these terms and conditions.

1. Our Services We will provide the services and furnish the deliverables as described in our engagement letter and any attachments thereto, as may be modified from time to time by mutual consent.
2. Independent Contractor We are an independent contractor and not your employee, agent, joint venturer or partner, and will determine the method, details and means of performing our services. We assume full and sole responsibility for the payment of all compensation and expenses of our employees and for all of their state and federal income tax, unemployment insurance, Social Security and other applicable employee withholdings.
3. Fees, Expenses Our fees and payment terms are set out in our engagement letter. We reserve the right to suspend services if invoices are not timely paid, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension.
4. Confidentiality With respect to any information supplied in connection with this engagement and designated by either of us as confidential, or which the other should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, the other agrees to protect the confidential information in a reasonable and appropriate manner, and use confidential information only to perform its obligations under this engagement and for no other purpose. This will not apply to information which is: (i) publicly known, (ii) already known to the recipient, (iii) lawfully disclosed by a third party, (iv) independently developed or (v) disclosed pursuant to legal requirement or order. We may also mention your name and provide a general description of the engagement in our client lists or marketing materials.
5. Our Deliverables and Your License Upon full payment of all amounts due us in connection with this engagement, all right, title and interest in the deliverables set out in our engagement letter will become your sole and exclusive property, except as set forth below. We will retain sole and exclusive ownership of all right, title and interest in our work papers, proprietary information, processes, methodologies, know how and software ("Huron Property"), including such information as existed prior to the delivery of our services and, to the extent such information is of general application, anything which we may discover, create or develop during our provision of services for you. To the extent our deliverables to you contain Huron Property, we grant you a non-exclusive, non-assignable, royalty-free license to use it in connection with the deliverables and the subject of the engagement and for no other or further use without our express, prior written consent. If our deliverables are subject to any third party rights in software or intellectual property, we will notify you of such rights.
6. We warrant that our services will be performed with reasonable care in a diligent and competent manner. Our sole obligation will be to correct any non-conformance with

this warranty, provided that you give us written notice within 10 days after the services are performed or, if applicable, deliverables are delivered. The notice will specify and detail the non-conformance and we will have a reasonable amount of time, based on its severity and complexity, to correct the non-conformance.

We do not warrant and are not responsible for any third party products or services. Your sole and exclusive rights and remedies with respect to any third party products or services are against the third party vendor and not against us.

THIS WARRANTY IS OUR ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.

7. Liability and Indemnification (a) We will, to the extent allowable by law, indemnify you, your owners, employees, contractors and agents against all costs, fees, expenses, damages and liabilities (including reasonable attorneys' fees and costs) relating to intellectual property infringement, bodily injury or death of any person, or damage to real or tangible personal property incurred while we are performing the services and to the extent caused by the negligent or willful acts or omissions of our employees, contractors or agents in performing the services as finally adjudicated by a court of law.

(b) Neither of us will be liable for any delays or failures in performance due to circumstances beyond our reasonable control.

8. Limitation of Liability; No Consequential Damages Except with respect to any obligations pursuant to Section 7 or your compensation obligations set forth in the engagement letter, neither of us will have liability relating to this engagement in an amount that exceeds the fees we receive from you for the portion of the engagement

giving rise to liability or for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity).

9. Non-Solicitation During the term of this engagement, and for a period of one year following its expiration or termination, you will not actively solicit, employ or otherwise engage any of our employees (including former employees) who were involved in the engagement.

10. Termination (a) You may terminate our engagement for convenience at any time on 15 days' written notice.

(b) We may terminate this engagement if, within 15 days' notice, you fail to cure a material breach of our engagement terms or without notice in the event of non-payment of amounts due us.

(c) You will pay us for all services rendered, expenses incurred or commitments made by us to the effective date of termination, any contingent fees as described in the engagement letter and all reasonable costs associated with any termination.

11. General (a) These General Business Terms, together with the engagement letter, including all its attachments, constitute the entire understanding and agreement between us with respect to the services and deliverables described in the engagement letter, supersede all prior oral and written communications between us, and may be amended, modified or changed only in writing when signed by both parties. If there is a conflict between these General Business Terms and the terms of the engagement letter, these General Business Terms will govern.

(b) No term of this agreement will be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

(c) The terms of this agreement which by their nature are to survive this agreement will survive its expiration or termination.

(d) We each acknowledge that we may correspond or convey



documentation via Internet e-mail and that neither party has control over the performance, reliability, availability, or security of Internet e-mail. Therefore, neither party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond our reasonable control.

(e) We each agree that any dispute or claim arising out of or relating to this agreement or the services shall be determined by arbitration before a sole arbitrator, administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, and judgment on the award may be entered in any court having jurisdiction.

\* \* \*

v51903

# James L. Knight

Managing Director

P 312-880-3001

F 312-583-8701

jknight@huronconsultinggroup.com



Jim has more than 25 years of consulting and healthcare industry experience and leads Huron's delivery of procurement solutions services to the Higher Education market. Jim is a frequent speaker at industry events and has led several comprehensive strategic sourcing and strategic procurement planning engagements for large research universities. Jim also has comprehensive strategic sourcing experience with major FORTUNE 500 and FORBES 500 corporations.

## Professional experience

Jim is dedicated to higher education clients, but also has significant experience in financial and professional services, transportation, manufacturing and other industries. In addition to cost reduction work, Jim has experience in strategic procurement planning, process redesign and implementation and industry financial and operations management.

## Large Public University System

- Conducted a spend analysis project designed to analyze spend in a multiple campus system and to determine a savings roadmap to guide the university system for the next several years. A dynamic database was created to enable the process to be repeated at periodic intervals.

## Medium Sized Midwestern Public University

- Assessed the university's best practice gaps with respect to procurement strategy, organization, technology, process and metrics and delivered a comprehensive roadmap for the future.

## Top 30 Public Research University

- Directed a comprehensive eProcurement assessment project to determine if the eProcurement strategy the university had been following for two years was on track to meet its best practice objectives. The final report determined that a mid-course correction was in order. This led to further implementation work to assist the university in completing several important work streams.

## Top 30 Private Research University

- Led a comprehensive strategic sourcing project to reduce the prices for goods and services in office supplies, copiers, audio-visual equipment, furniture, courier services, scientific supplies and IT hardware. The project obtained its goals of multiple seven-figure savings.
- Directed the development of a comprehensive five-year strategic procurement plan including current state assessment and best practice gap analysis.

## Top 20 Public Research University

- Assisted the university with high level procurement strategic planning. University achieved seven figure savings beyond existing state contracts in areas such as office supplies, IT hardware, scientific supplies and courier services. Additional savings were obtained for students.

## Top 25 Private Academic Medical Center

- Assisted the university with strategic procurement planning activities, and helped the university achieve seven figure savings beyond existing contracts and consortium deals. The initial phase focused on traditional university spend categories including IT hardware, scientific supplies, document and mail services, telecommunications and furniture. The second phase included medical supply categories and other spend areas.

## Large Southeastern Public University

- Provided business case, strategy and negotiation support to help the university significantly reduce costs in a politically sensitive commodity area.

## Education and Certification

- Master of Business Administration, Finance, University of Nebraska, Lincoln
- Bachelor of Arts, Economics, University of Nebraska, Lincoln
- Speaking Engagements:
  - ✓ **NAEP Annual Meeting** (March, 2007) – Procurement Leadership: Going to the Next Level
  - ✓ **Next Level**
  - ✓ **Next Level** – (January, 2007) – Strategic Procurement: A Pathway to Excellence
  - ✓ **EACUBO** (October, 2006) – Strategic Procurement: A Roadmap to Operational Excellence
  - ✓ **CFO Rising** – (March, 2003) – Sourcing in a Struggling Economy

**Huron**  
CONSULTING GROUP



## Edwin Eisendrath

Managing Director

P 312 880 0414  
F 312 880 3201  
eeisendrath@huronconsultinggroup.com

550 West Van Buren Street  
Chicago, IL 60607

Edwin has more than 25 years of professional experience in public service and education. He has been the federal receiver for a major public sector turnaround, a regional administrator for a cabinet-level department, a local elected official, and a public school teacher. He was instrumental in the development and launch of one of the first online universities, and played a major role in rescuing a struggling private college.

### Professional experience

Representative examples of Edwin's engagement experience include:

- Assisted a private university identify and evaluate issues and opportunities relating to a potential merger / acquisition of a school associated with another university. The engagement included creating an overview of the field, market and competitive scans, and an analysis of implications across strategic areas: finances, reputation, operations, regulatory / accreditation, cultural, community impact, and technology. Follow-on work included an implementation roadmap for a build, as opposed to buy, scenario.
- Assisted a major Middle Eastern foundation create a roadmap for the creation of an entirely new research-based business school. Working with leadership from foundation as well the government, the engagement required looking at the organizational aspirations, structures, strategies, and financings that will ultimately go into the creation of a strategic plan for the new school of management. Analysis focused on the following areas: mission, strategic goals and objectives, organizational structure, financing strategy, competitive strategy, partnering strategy, research strategy, marketing and outreach strategy, other areas impacting academic operations, and other areas impacting the administrative operations.

Prior to joining Huron, Edwin was the vice president of academic affairs at Kendall College where he was responsible for academics, support systems, accreditation, student life, quality control, launching online offerings, and major aspects of the business turnaround.

Other previous examples of Edwin's work include:

- Negotiated strategic partnerships, sold a college campus, refocused academic offerings, created new departments, and launched online degree programs.
- As V.P. of UNext, he worked closely with faculty from the University of Chicago, Stanford University, Columbia University, and The London School of Economics to provide high end corporate and individual business education via the Internet.
- As federal receiver for the nation's third largest public housing authority, with a \$650 million operating budget and a \$1.5 billion capital account, he oversaw the single largest federal takeover of a local government in U.S. history.
- Held responsibility for all aspects of program delivery and departmental operations in a six-state region for the U.S. Department of Housing and Urban Development. Received the department's highest award for leadership each year it was given.
- Named inventor in several patents relating to online instruction.

### Education

- Master of Arts in Teaching, National College of Education, Chicago, Illinois
- Bachelor of Arts, Harvard University, Cambridge, Massachusetts

### Professional associations

- Member, Writers Guild of America

## Patrick Young

Manager

P 312 880 3095

F 312 583 8701

pyoung@huronconsultinggroup.com

550 West Van Buren Street  
Chicago, IL 60607

Patrick provides strategic sourcing, non-salary cost reduction, and other procurement related services to clients in a variety of industries including higher education, healthcare, professional services, and legal. His experience includes assisting clients with maximizing resources and identifying opportunities for improvement.

### Professional experience

Prior to joining Huron, Patrick was a consultant at global HR consulting firm, where he managed and participated in the design and implementation of a comprehensive portfolio of outsourced employee benefit solutions for several Fortune 500 companies, specializing in pension and 401k administration.

Patrick has participated in multiple comprehensive cost reduction and sourcing engagements. He has broad experience delivering measurable bottom-line impact to clients by leveraging proven expense reduction strategies. Indirect commodity areas include office related products, IT hardware, courier scientific supplies, and maintenance repair & operations (MRO).

Representative examples of Patrick's engagement experience include:

- Led a strategic sourcing project at a mid-size Northeastern public university with approximately \$100 million in spend and a scope that included commodities such as office related products, IT hardware, custodial operations and food services, resulting in 3 year savings. In addition to sourcing, analytical support was provided to the university's procurement department.
- Led a benchmarking study for a top-5 private university's Dining program seeking to identify opportunities for revenue enhancement and cost containment of drivers such as labor, food and beverage cost. As a result, Patrick led a follow-up engagement examining the cost/benefit analysis of centralized food production and its potential ROI
- Participated on a resource optimization project at a top-30 private liberal arts university. Reviewed more than 20 non-academic departments, including administrative, auxiliaries, student services, and financial operations, resulting in more than 70 cost

reduction and revenue enhancement recommendations, totaling more than \$110 million to fund the institution's strategic plan.

- Led a strategic sourcing project at a large Southeastern public university with approximately \$250 million in spend and a scope that included office related products, IT hardware, scientific supplies, MRO, and copiers. Identified and implemented more than \$2 million in annual savings. Provided strategic sourcing training and knowledge transfer for procurement professional, technical, and functional support for bid evaluation and guidance through contract
- Led the project team for an engagement at a Western state university system with more than \$7 billion in spend. Designed, managed, and implemented a client-customized spend analysis database tool used to identify sourceable commodities and associated spend, while providing a prioritization road map to achieve savings.
- Upon completion of a procurement assessment, assisted a Southeastern public university in identifying, negotiating, and implementing more than \$600 thousand in first year savings for office related products.
- Created specifications and configured several analytical tools for client delivery, including contract audit tools, courier service optimizers, and an office related products savings projector.

### Education

- Bachelors of Arts, Finance, University of Illinois at Urbana-Champaign, Champaign, Illinois

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

**SECTION I -- GENERAL INFORMATION**

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

Huron Consulting Services LLC

08 MAY 16 AM 9:54

**Check ONE of the following three boxes:**

Indicate whether 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 Disclosing Party holds an interest: \_\_\_\_\_  
OR

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

B. Business address of Disclosing Party:

550 West Van Buren Street

Chicago, IL 60607

C. Telephone: 312-880-0414 Fax: 312-880-3201 Email: eeisendrath@huronconsultinggroup.com

D. Name of contact person: Edwin Eisendrath

E. Federal Employer Identification No. (if you have one): 01-0666453

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):

Implementation of recommendations from previous engagement concerning procurement process improvements

G. Which City agency or department is requesting this EDS? Department of Procurement Services

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 DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- |   |  |
|---|--|
| <input type="checkbox"/> Person                                   | <input checked="" 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 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)                |

\* Note B.1.b below.

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

Deleware

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

Name	Title
Gary E. Holdren	Chief Executive Officer and President
Daniel P. Broadhurst	Chief Operating Officer and Assistant Secretary
Gary L. Burge	Vice President, Chief Financial Officer and Treasurer
Natalia Delgado	Vice President, General Counsel and Corporate
Mary M. Sawall	Vice President, Human Resources
Wayne E. Lipski	Controller and Assistant Treasurer

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), 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
Huron Consulting Group Inc.	Managing member of Huron Consulting Group Holdings LLC
Huron Consulting Holdings LLC	Managing member of Huron Consulting Group Services LLC

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
Huron Consulting Group Inc.	550 W. Van Buren St., Chicago, IL 60607	100%
Huron Consulting Group Holding LLC	550 W. Van Buren St., Chicago, IL 60607	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):

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**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)
We do not anticipate using subcontractors for this matter.			

(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 term of the contract.

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 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. 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 otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.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.
2. The certifications in subparts 2, 3 and 4 concern:
  - the Disclosing Party;
  - any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any 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 Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party'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).
3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, 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.
  4. 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.
  5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. 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:

N/A

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.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

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):

N/A

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

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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**

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

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 requisite information as set forth in that paragraph 2.

1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

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

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**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.

**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: (Begin list here, add sheets as necessary):

N/A

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(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.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting 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 Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

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:

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

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. 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.

C. 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](http://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.

D. 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, void or voidable), 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.

E. 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.

F. 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.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any 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 the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.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 affiliates 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.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.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 H.1. and H.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 H.1., H.2. or H.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 on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Huron Consulting Services LLC  
(Print or type name of Disclosing Party)

Date: 5/15/08

By: *Daniel P. Broadhurst*  
(sign here)

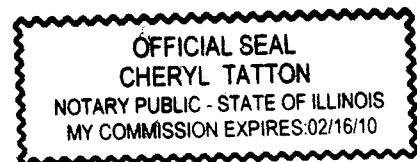
Daniel P. Broadhurst  
(Print or type name of person signing)

Coo  
(Print or type title of person signing)

Signed and sworn to before me on (date) 5/15/08, by Daniel P. Broadhurst,  
at Cook County, IL (state).

*Cheryl Tatton* Notary Public.

Commission expires: 2/16/10.



**CITY OF CHICAGO  
 PURCHASE REQUISITION**

**Copy (Department)**

<b>DELIVER TO:</b>  035- ADMIN OFF 121 N. LA SALLE ST. ROOM 403 Chicago, IL 60602	<b>REQUISITION:</b> 39432  <b>PAGE:</b> 1 <b>DEPARTMENT:</b> 35 - DEPT OF PROCUREMENT SERVICES <b>PREPARER:</b> Peter J Sitkowski <b>NEEDED:</b> <b>APPROVED:</b> 7/29/2008
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**REQUISITION DESCRIPTION**

CONSULTING SERVICES FOR IMPLEMENTATION OF STRATEGIC PROCUREMENT INITIATIVES  
 SPECIFICATION NUMBER: 67779

**COMMODITY INFORMATION**

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST							
1	91887	1.00	USD	1.00	1.00							
	CONSULTING SERVICES-PURCHASING											
	<b>SUGGESTED VENDOR:</b> Huron Consulting LLC					<b>REQUESTED BY:</b> Peter J Sitkowski						
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.	
1	008	0100	0352005	0140	220140	0000	00000000	000000	00000	0000	1.00	
<b>LINE TOTAL:</b>											<b>1.00</b>	
<b>REQUISITION TOTAL:</b>											<b>1.00</b>	

Where a commodity is for a particular or unique use other than standard quality, grades, color, size or other characteristics, give details of how it will be and for what purpose.  
 Requisitions prepared incorrectly will be returned to the using department.

# DPS PROJECT CHECKLIST

For DPS Use Only	
Date Received	_____
Date Returned	_____
Date Accepted	_____
CA/CN's Name	_____

**IMPORTANT:** PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE UNIT MANAGER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR HANDLING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.

**GENERAL INFORMATION:**

**Date:** July 30, 2008  
**REQ No.:** 39432  
**Specification No.:** (if known): 67779  
**PO No.:** (if known):  
**Modification No.:** (if known):  
**Project Description:** Consulting Services for Strategic Procurement Initiative

**Contact Person:** Peter Sitkowski  
**Tel:** 4-7960 **Fax:** 4-0434 **E-mail:** psitkowski@cityofchicago.org  
**Project Manager:** Judy Martinez  
**Tel:** 4-8351 **Fax:** 4-0010 **E-mail:** judymartinez@cityofchicago.org  
**Previous PO No.:** (if known):

**FUNDING:**

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

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	\$ DOLLAR AMOUNT
001	008	0100	035	2005	0140	220140				175,000

Estimated Value \$175,000.00

\*IF GRANT FUNDED, A COPY OF THE APPROVED GRANT AND APPLICATION ARE REQUIRED and any other Terms and Conditions that may apply.

**SCOPE STATEMENT:**

Attached is a Detailed Scope of Services and/or Specification

**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.

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.

**TYPE OF PROCUREMENT REQUESTED (check all that apply):**

**NEW REQUEST**

Blanket Agreement  
 Standard Agreement  
 Small Orders

**MOD/AMENDMENT**

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

**FORMS:**  Requisition  Special Approvals  Non-Competitive Review Board (NCRB)

**CONTRACT TERM:** Requested Term (number of months):

**PRE BID/SUBMITTAL REQUIREMENTS:**

Requesting Pre Bid/Submittal Conference?  Yes  No Requesting Site Visit?  Yes  No

# DPS PROJECT CHECKLIST

## ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

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

**Risk Management**

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 (fill in)

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## 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.

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## 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 and Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

**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:

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## CONSTRUCTION SUPPLEMENTAL CHECKLIST

**Required attachments:**

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

**Risk Management**

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

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# DPS PROJECT CHECKLIST

## 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

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:

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## PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

- Detailed description of project listing obligations of each party.
- The Schedule of Compensation
- Deliverables
- Request for individual contract services (if applicable)
- The appropriate EPS form
- ITSC (approved by BIS)
- OBM (approved by Budget form/memo)
- Grant document attached

Attach any documentation indicating any previous purchase activity to assist in the procurement process

## TELECOMMUNICATIONS AND UTILITIES SUPPLEMENTAL CHECKLIST

**Required Attachments:** Detailed Scope of Services/Specification which sets forth all of the anticipated services and products the user department wants provided, 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.

Has the project been reviewed by BIS?            Yes    No

Attach copy of BIS Recommendation; Reservation(s); or participate under current contract.

Does the project include software?            Yes    No

If yes, is signed ITSC form attached?        Yes    No

Does the location involve:

A public way?                                    Yes    No

Any concession in the City's facilities?      Yes    No

Is it anticipated City Council approval of the project or contract will be required?            Yes    No



# DPS PROJECT CHECKLIST

## 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 and Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

**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

**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: