



City of Chicago
Richard M. Daley, Mayor

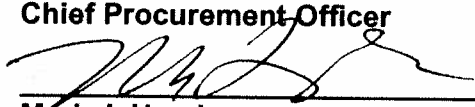
Department of
Procurement Services

Jamie L. Rhee
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-0010 (FAX)
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

Date: April 14, 2010

To: Jamie L. Rhee
Chief Procurement Officer

From: 
Mark J. Hands
Managing Deputy Procurement Officer

Re: Non-Competitive Procurement Review Board
April 8th, 2010 Special Meeting

Description: Extension of Dun & Bradstreet Subscription

Requisition No.:	19652
Specification No.:	69962
Requesting Department:	DoIT

The Non-Competitive Procurement Review Board has reviewed the submittal from the Department of Information Technology (DoIT) dated March 25th, 2010. After reviewing the attached documentation, this request has been approved to extend the Dun & Bradstreet contract subscription for two additional periods and increase the vendor limit by \$102,675.00.

This Non-Competitive Procurement request is to use Dun & Bradstreet tools to match, cleanse and append vendors records in the City's Oracle database.

The Non-Competitive Procurement Review Board conditionally approved this request 4-0. The Board asked that DoIT: 1) submit a new funding strip, 2) provide a current quote on vendor and letterhead, and 3) a letter from vendor stating that M/WBE compliance is not practical. To date, these conditions have not been met.

Cc: Rich Butler



CITY OF CHICAGO
 DEPARTMENT OF PURCHASES
 CONTRACTS AND SUPPLIES
 ROOM 403, CITY HALL, 121 NO. LA SALLE ST.

S. S. R. B.

DATE 4-8-10

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

APPROVED.....

CONDITIONALLY APPROVED..... *MSA ✓*

RETURN TO DEPT.....

DISAPPROVED.....

COMPLETE THIS SECTION IF NEW CONTRACT(S)

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

Request that negotiations be conducted only with DUN & BRADSTREET for the product and/or services described herein.
 Name of Person or Firm

This is a request for (check one):

- One-Time Contract per Requisition # _____ (copy attached) or
- Term Agreement or
- Delegate Agency If Delegate Agency, this request is for "blanket approval" of all contracts within the program

Program Name (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 No.	19652	Company or Agency Name	
Specification No.	69962	Contract or Program Description	
Modification No. (Attach List if > 1)	1		

Alvin D. Williamson Originator Name	742-1547 Telephone	<i>Alvin D. Williamson</i> Signature	DoIT Department	3/26/10 Date
--	-----------------------	---	--------------------	-----------------

Indicate See Attached in each box below if additional space needed:

PROCUREMENT HISTORY This is the first amendment under the contract that was established (and approved by Sole Source) in 2009. Under the terms of the agreement the CPO may extend the subscription for two (2) additional periods with the extension to be billed at no more than 5% of the previous annual amount.

ESTIMATED COST \$102,675.00 - See attachments from contract.

SCHEDULED REQUIREMENTS -

EXCLUSIVE OR UNIQUE CAPABILITY The CITY chose Dun & Bradstreet because their unique nine-digit Data Universal Numbering System (D-U-N-S) is recognized as the de facto global standard for company identification and for distinguishing unique business locations around the globe. Over 10 years ago, as part of the U.S. Federal Government effort to adapt to electronic commerce, the D-U-N-S was implemented as a single identifier for certain government contracts and programs and is today recognized by the Government as the standard business identifier, and is required for doing business with the U.S. Federal Government.

OTHER .

<i>John Bhatt</i> Department Head or Designee	3/26/10 Date	<i>MSA</i> Board Chairperson	4-8-10 Date
<i>James...</i> Chief Procurement Officer	4/15/10 Approval Date		

MSA
A I A



City of Chicago
Richard M. Daley, Mayor


Department of Innovation and
Technology

Hardik Bhatt
Chief Information Officer

Suite 2700
50 West Washington Street
Chicago, Illinois 60602
(312) 744-5844
(312) 744-9004 (FAX)
<http://www.cityofchicago.org>

Memo

To: Jamie Rhee
Chief Procurement Officer
Procurement Services

From: Hardik Bhatt 
Chief Information Officer

Date: March 25, 2010

Re: Sole Source Amendment Request of Dun & Bradstreet

The Department of Innovation and Technology (DoIT) is requesting approval to extend **Contract (PO) Number 19652 and Specification Number 69962** for one additional year in accordance with the renewal term of the contract. Under the terms of the agreement the CPO may extend the subscription for two (2) additional periods with the extension to be billed at no more than 5% of the previous annual amount. To that end, the terms of the renewal are as follows:

Annual Fee Date	Annual Fee Amount
April 30, 2010 to April 29, 2011	\$102,675.00

Under the initial agreement the MBE/WBE clause was waived as it was determined that it was impracticable for direct participation of MBE/WBE vendor usage on this contract as D&B products and services are designed, developed and delivered by internal staff members requiring specific skills. Additionally it is impracticable to use indirect participation because as a global company, D&B contract nationally for goods and services that they require locally.

These services are greatly needed by DoIT at this time. Moreover, we believe that by sourcing certain vendor data (e.g., debarred status, hierarchy information) from D&B the City will be better positioned to gain even more processing improvements with the potential to reduce overall vendor expense.

Any additional questions in this regard should be directed to Al Williamson 742-1547 or Judy Mims at 742-1817. Thank you.

cc:
Judy Mims/DoIT
Al Williamson/DoIT



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: 3/29/10

Need by (estimated date): 4/10

Requisition No.: 49429

Contact Person:

Project Manager:

Specification No.: (if known) 69962

J. Mims

Al Williamson

PO No.: (if known) 19652

Telephone: -21817

Telephone: -21547

Modification No.: (if known) 1

Fax: x2-1497

Fax: 0

Previous PO No.: (if known)

Email: jmims@cityofchicago.org

Email: awilliamson@cityofchicago.org

Project Description: extension and vendor limit increase to PO 19652/Dun & Bradstreet - VENDOR DATA MANAGEMENT SERVICES

Funding:

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

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	\$ DOLLAR AMOUNT

Term Estimated Value \$0

*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

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

Forms

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

Modification/Amendment

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

Contract Term: until 4/10

** Requested Term (Number of Months):

Pre-Bid/Submittal Requirements:

- Mandatory Pre Bid/Submittal Conference? Yes* No
- Requesting Site Visit? Yes No

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

The following is a general description of what should be included in a Scope of Services or Specification:
 A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

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

Risk Management

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

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

Other Agency Concurrence Required: None State Federal Other _____

If Amendment request, please verify and provide the following:

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

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

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents: Yes No

Required Attachments:
 Copy of Draft Contract Documents and Detailed Specifications

Risk Management:

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

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

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

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

If Amendment request, please verify and provide the following:

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

COMMODITIES SUPPLEMENTAL CHECKLIST

Required Attachments:

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

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

- Yes No
 Yes No

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

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

CONSTRUCTION SUPPLEMENTAL CHECKLIST

Required attachments:

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

Risk Management

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

- Yes No
 Yes No
 Yes No

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

- Yes No

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

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

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

If New Request (Check applicable boxes):

Is this a **Request for Information (RFI)**?

- Yes No

Is this a **Request for Qualifications (RFQ)**?

- Yes No

Is this a **Request for Proposal (RFP)**?

- Yes No

If RFQ or RFP, did any outside Consultant provide advice or deliverables in developing the RFQ or RFP?

- Yes* No

*If yes, Company Name: _____ PO# _____

Attach a narrative explaining the consulting services and deliverables provided.

Is this a **Non-Competitive Procurement**?

- Yes* No

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

Is this a request for **Individual Contract Services**?

- Yes* No

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

Is this a **Revenue Producing** contract?

- Yes No

Does this request involve the purchase of **Software**?

- Yes* No

*If yes, is City required to sign a software license?

- Yes* No

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

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST (continued)

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

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

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

If Amendment request, please verify and provide the following:

- Contractor's Name:
- 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:

49429 Sole Source Request for extension of PO 19652/DUN & BRADSTREET VENDOR DATA MANAGEMENT SERVICES

Approval Status: Incomplete Creation Date: 29-MAR-2010 16:20:47 Currency: USD Total Preparer: MIMS, JUDITH A

Requesting Org	Number	Line	Rev	Item	Description	Category	Quantity	UOM	Price	Amount	Tax Code	Requester
CITY OF CHICAGO	49429	1			Vendor Data Management Se	92022	2	Year	0	0.00		MIMS
CITY OF CHICAGO	49429	2			Vendor Data Management	92022	102675	USD	0	0.00		MIMS

Requisition Distributions Summary (CITY OF CHICAGO - GRE)

Number	Line	Distribution	Charge Account	Item	Description	Quantity	Price	UOM	Amount	Contract I
49429	1	1	010.0100.0062005.0138		Vendor Data Management Se	2	0	Year	0.00	

New Open



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Jamie L. Rhee
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-0010 (FAX)
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

2010 MAR 22 11:31 AM

March 8, 2010

Mr. William R. Greene
Dun & Bradstreet, Inc.
20 S. Clark Street, Suite 2100
Chicago, Illinois 60603

Subject: Vendor Data Management Services
Specification Number: 69962
Contract Number 19652
RE: One (1) Year Extension of the Contract

Dear Mr. Greene:

This is to advise you that the City of Chicago elects to extend the above referenced contract for one (1) year under the same terms and conditions as the original contract, in accordance with provision 4.3, entitled Agreement Extension Option. An amendment adding the time extension and increasing the contract limit by \$102,675.00 will be processed to memorialize this agreement.

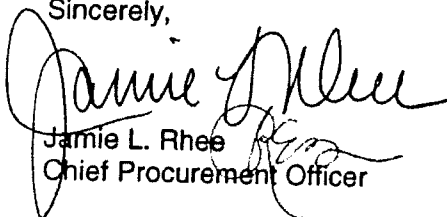
The following documents must be completed and provided in order to complete the extension option of the contract:

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

We request the return of the completed documents within fifteen (15) calendar days from the date of receipt of this notice.

If you have any questions concerning this matter, please contact Joseph Chan, Contract Negotiator, at (312) 742-9467, or by email to joseph.chan@cityofchicago.org.

Sincerely,


Jamie L. Rhee
Chief Procurement Officer

cc: File (Specification No.: 69962)

NEIGHBORHOODS



T.P.G.

D&B STATEMENT OF WORK



Decide with Confidence

STATEMENT OF WORK *Between*

**The City of Chicago (customer)
&
Dun & Bradstreet (D&B)**

The following SOW is hereby incorporated into and made an integral part of Contract Number _____ (“Contract”) between the Customer and D&B. In the event of any discrepancy between this SOW and Contract No. _____, the provisions of Contract No. _____ shall control.

This Statement of Work is issued by _____, hereinafter referred to as “customer”. The objective of the project described in this Statement of Work is for D&B to provide the customer with Vendor Data Enhancement Solutions.

Overview of Project Scope and Requirements

- Project Name: D&B Vendor Data Services – Chicago
- Description: Batch cleansing, matching and enhancement of City of Chicago vendor records.
- Project Scope: Match approx 90,000 vendor records and append attached D&B Data.

Additional Contract Services to Support the Requirements

- Match Review: D&B will provide a resource to review Match Grades and Confidence Codes, as an output of D&B’s standard Entity Matching process. Also D&B will provide resources for enhanced file audit and duplication analysis to support city’s own vendor consolidation requirements.
- Customer Care: During the term of the agreement, the D&B relationship team will provide ongoing support inclusive of training on the data provided, quarterly review sessions upon each deliverable, and miscellaneous requests from City of Chicago users pertaining to the use of the data provided.



Period of Performance

The period of performance for Services shall be _____ to _____ and may be extended, pursuant to and unless otherwise specified in the Contract.

Timeline/Milestones

ID	D&b / City of Chicago Project Plan - DRAFT	Start	Finish	Duration	Dec 2008				Jan 2009		
					12/7	12/14	12/21	12/28	1/4	1/11	1/18
1	Phase 1 – Batch Cleansing & Enhancement	12/1/2008	1/20/2009	37d	[Gantt bar spanning from 12/1/2008 to 1/20/2009]						
2	- City 's File to D&B	12/1/2008	12/5/2008	5d	[Gantt bar from 12/1/2008 to 12/5/2008]						
3	- D&B matches/appends data & return file	12/8/2008	1/2/2009	20d	[Gantt bar from 12/8/2008 to 1/2/2009]						
4	- Joint project team review to establish business rules for match acceptance	1/5/2009	1/9/2009	5d	[Gantt bar from 1/5/2009 to 1/9/2009]						
5	- City loads enhanced records into Oracle	1/19/2009	1/27/2009	7d	[Gantt bar from 1/19/2009 to 1/27/2009]						

Deliverables

- Matched, cleansed and enhanced records, including data outlined in the attached D&B Record Layout.

Chicago Match Data Layout.xls
Chicago Layout.xls

Price

- \$97,786



- See Terms & Conditions: SL License Agmt Chicago 061808.DOC

Project Roles and Responsibilities

The following roles and responsibilities have been defined for this engagement:

Responsibility	D&B	Customer
Extract and deliver vendor records to D&B, including business name, address, telephone number and internal numeric identifier (where available). Records will be provided in pre-defined, electronic format.		✓
Match, Cleanse, & Append D&B Data. Deliver records back to Customer.	✓	
Meet to review Match results.	✓	✓
Customer Care: Data Training, Quarterly Review Sessions and Other	✓	✓

Points of Contact

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

- D&B: William Greene
- Customer: Al Williamson

By signing below, both parties agree to the terms of this SOW.



D&B

By: John Caiafa
(Signature)

Name: John Caiafa
(Print)

Title: Leader, Government Solutions

Date: 10/6/2008

Customer

By: Debra Schmitt
(Signature)

Name: DEBRA SCHMITT
(Print)

Title: SALES CIO

Date: 10/21/08

Vendor must maintain records of all Documentation and Deliverables delivered to the City or otherwise prepared under the Agreement for a period of 5 years after the final payment made in connection with this Agreement. Vendor must not dispose of such records during this period without notification of and written approval from the City in accordance with Article 11.

(b) Audits

(i) Vendor and any of Vendor's Subcontractors must furnish the Department with all information that may be requested and is commercially reasonable pertaining to the performance of the Services. Vendor must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) Vendor must maintain its books, records, documents and other evidence and adopt accounting procedures and practices that are commercially reasonable. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

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

(iv) The City may in its sole discretion audit the records of Vendor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year of the Term is considered an audited period. If, as a result of any such audit, it is determined that Vendor or any of its Subcontractors has overcharged the City in the audited period and the City has over paid the invoice for the Services, the City will notify Vendor. Vendor must then promptly reimburse the City for any amounts the City has paid Vendor due to the overpayments:

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

reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Vendor to reimburse the City in accordance with subsection A or B above is an event of default under Section 9.1 of this Agreement, and Vendor will be liable for all of the City costs of collection, including any court costs and attorneys fees.

ARTICLE 4. DURATION OF AGREEMENT

4.1 Term of Agreement

The term of this Agreement (the "Initial Term") takes effect as of the Effective Date and continues for one (1) year from the Effective Date of this Agreement or until the Agreement is terminated as provided under Section 5.4 or Article 9.

4.2 Timeliness of Performance

(a) Vendor must provide the Services and Deliverables within the time limits required under any task order or request for services pursuant to the provisions of Section 3.1 and Exhibit 1. Further, Vendor acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Vendor to comply with the required time limits may result in economic or other losses to the City.

(b) Neither Vendor nor Vendor's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Vendor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4.3 Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend the subscription of this Agreement for two (2) additional periods, each period not to exceed one (1) year each (each, a "Renewal Term") under the same terms and conditions as this original Agreement, by written amendment in accordance with Section 10.3. Additional extensions will be billed at no more than 5% of the previous annual amount as outlined in Exhibit 2.

ARTICLE 5. COMPENSATION

5.1 Basis of Payment

**SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND
WOMEN BUSINESS ENTERPRISE COMMITMENT
(MBE/WBE Professional Services)**

I. Policy and Terms

- A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

- B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.
- C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 25.0
WBE Contract Goal: 5.0

- D. The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a contractor's MBE or WBE commitment in the performance of the contract.

- E. As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.
- F. The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

II. Definitions

- A. "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. "Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- C. "Directory" means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business

EXHIBIT 2

SCHEDULE OF FEES

<u>ANNUAL SUBSCRIPTION FEE</u>	<u>FEE AMOUNT</u>
April 30, 2009 to April 29, 2010	\$97,786.00
TOTAL FEE	\$97,786.00

<u>OPTIONAL ANNUAL FEE</u>	<u>FEE AMOUNT</u>
April 30, 2010 to April 29, 2011	\$102,675.00
April 30, 2011 to April 29, 2012	\$107,808.00

**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:

Dun & Bradstreet Inc. (DBA: D&B)

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: 103 J.F.K. Parkway
Short Hills, NJ 07078

C. Telephone: 312-345-4435 Fax: 866-725-3688 Email: greenw@dnb.com

D. Name of contact person: William Greene

E. Federal Employer Identification No. (if you have one): 22-358236

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):

Provide vendor data services to match and append approximately 90,000 vendor records

G. Which City agency or department is requesting this EDS? Department of Innovation & Technology

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

Specification # 69962 and Contract # 19652

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|--|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company* |
| <input checked="" 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:

Delaware

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
------	-------

See list at Attachment 1

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

Attachment 1

**City of Chicago
Economic Disclosure Statement
and Affidavit**

Section II, Question B.1.a.

As of March 09, 2010

Dun & Bradstreet Directors/Officers

Name	Office Held
Susan D. Beriont	Director; Assistant Treasurer
T. Eric Warren	Director; Assistant Vice President and Assistant Treasurer
Jeffrey S. Hurwitz	Director; Senior Vice President, General Counsel and Corporate Secretary
Louis A Sapirman	Assistant Secretary
Anthony Mattessich	Assistant Vice President
Steven W. Alesio	Chairman of the Board
Byron C Vielehr	President, Global Risk and Analytics
Stacy Cashman	Senior Vice President, U.S. Small Businesses and Sales Operations
Sara Mathew	President and Chief Executive Officer
John F. Cinque	Assistant Secretary
Patricia A. Clifford	Senior Vice President and Chief Human Resources Officer
Kristin R. Kaldor	Assistant Secretary
Richard S Mattessich	Assistant Secretary
Andrew L. Porter	Assistant Secretary
David J. Emery	President, Asia Pacific and International Business Development
John Cucci	Senior Vice President, Global Major Customers (GMC)
Emanuele A. Conti	President, Europe, Latin America and Partnerships
Kathleen M Guinnesssey	Treasurer and Investor Relations Officer
James H Delaney	President, Global Sales and Marketing Solutions
Joseph M. DiBartolomeo	Senior Vice President, Strategic Customer Solutions
Charles E Gottdiener	President, Corporate Development & Chief Strategy Officer
Walter Hauck, III	Senior Vice President, Technology and Chief Information Officer
Anastasios G Konidaris	Senior Vice President and Chief Financial Officer
George I. Stoeckert	President, North America and Internet Solutions
Richard H. Veldran	Senior Vice President, Global Reengineering and North America Finance

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
N/A	

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
Dun & Bradstreet Corporation	103 J.F.K. Parkway, Short Hills, NJ 07078	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):

N/A

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)
---	---------------------	---	--

N/A

(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):

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

 X 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:

A commissioned historian's search of D&B's records found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves. However, because D&B's records include credit assessments written on a number of independent businesses (i.e., not affiliated with D&B) located in the antebellum South, and such assessments may include descriptions of real and personal property owned by such independent businesses, including slaves, our archival records do include names of unaffiliated businesses that owned slaves.

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):

(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/sfllin.pdf>, linked on the page 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:

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, 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.

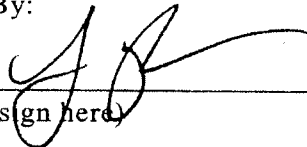
NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

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.

Dun & Bradstreet, Inc.
(Print or type name of Disclosing Party)

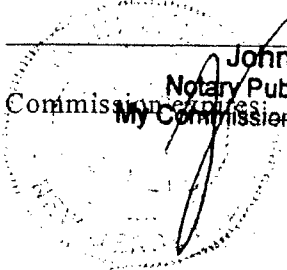
Date: 3-12-10

By: 
(sign here)

Thomas Bontempo
(Print or type name of person signing)

Leader, State and Local
(Print or type title of person signing)

Signed and sworn to before me on (date) 3/12/10, by _____,
at Morris County, New Jersey (state).

 _____ Notary Public.
John J. Iacono
Notary Public of New Jersey
Commission Expires Dec 7, 2010

**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, by blood or adoption, to the mayor, any alderman, the city clerk, the city treasurer or any city department head as 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 corporate officers of the Disclosing Party, 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

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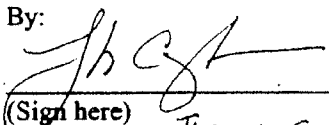
such familial relationship.

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.

Dun & Bradstreet, Inc.
(Print or type name of Disclosing Party)

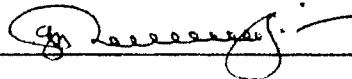
Date: 3/23/2010

By: 
(Sign here) Thomas C Bontempo

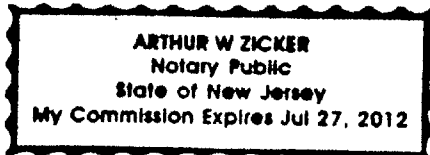
Thomas C. Bontempo
(Print or type name of person signing)

Assistant Vice President
(Print or type title of person signing)

Signed and sworn to before me on (date) 3/23/2010, by Thomas C Bontempo
at Morris County, NJ (State).

 Notary Public.

Commission expires: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/10/2010

PRODUCER MARSH USA, INC. 44 WHIPPANY ROAD P.O. BOX 1966 MORRISTOWN, NJ 07962-1966 705643-E&O-GAXWE-09-10	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED DUN & BRADSTREET, INC. AND ITS SUBSIDIARY FIRST RESEARCH, INC. 4321 LASSITER AT NORTH HILLS AVE. RALEIGH, NC 27609	INSURERS AFFORDING COVERAGE INSURER A: Sentry Insurance A Mutual Co INSURER B: American Guarantee & Liability Ins Co INSURER C: National Union Fire Ins Co Pittsburgh PA INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	901652103	06/30/2009	06/30/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES(Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	901652104	06/30/2009	06/30/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	AUC-9375257-06	06/30/2009	06/30/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 RETAINED \$ 10,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	901652101	06/30/2009	06/30/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER Errors & Omissions	473-51-76	09/30/2000	09/30/2012	Aggregate Limit: 3,000,000 Deductible: 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 THE CITY OF CHICAGO IS INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY LAW. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AND WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER NYC-003474920-07 CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES CITY HALL, ROOM 403 121 NORTH LASALLE STREET CHICAGO, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Mary Radaszewski
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

FACTORY MUTUAL INSURANCE COMPANY

Bldg. C - Third Floor
400 Interpace Parkway
Parsippany, NJ 07054
973-402-2200

POLICY INFORMATION FORM

This Policy Information Form confirms the stated coverage as of the date issued and does not amend, extend or alter the coverage offered by the policies listed herein.

TITLE OF INSURED:

DUN & BRADSTREET CORPORATION

Policy No: LD622

Effective: 30-Nov-2009

Account No: 1-35387

Expires: 30-Nov-2010

Description & Location of Property Covered:

Real and Personal Property
MISCELLANEOUS UNNAMED LOCATIONS-UNITED STATES
SHORT HILLS, NJ 07078

Index No: 000920.00

Ins Loc: MULU

COVERAGE IN FORCE: (Subject to limits of liability, deductibles and all conditions in the policy)

Insurance Provided:
PROPERTY DAMAGE

Peril:
ALL RISK

Limit of Liability:
\$10,000,000

THIS POLICY INSURES THE FOLLOWING KINDS OF PROPERTY:

Real Property in which the Insured has an insurable interest

Personal Property owned by the Insured

Personal Property, other than motor vehicles; of officers and employees of the Insured

Personal Property of others in the custody of the Insured, which the Insured is under obligation to keep insured for physical damage of the type insured against under this policy.

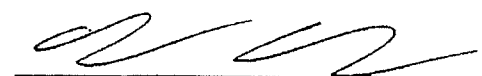
Property Damage applies on a Repair or Replacement value basis.

Mailing:

ATTN: CITY HALL, ROOM 403
CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
121 NORTH LASALLE STREET
CHICAGO, IL 60602

PIF Number: 00028-001

BY



Authorized Signature/Date
Keith R Keiling 10-Mar-2010

Specification No. 69962
Contract No. 19652

ACKNOWLEDGMENT

Consultant, DUN & BRADSTREET, INC. acknowledges that the following provision is incorporated into the Agreement as if fully set forth in the body of the Agreement.

Office of Compliance

Consultant understands and will abide by all provisions of Chapter 2-26 of the Municipal Code pertaining to the Office of Compliance.

I Have Authority to Execute this Acknowledgment on Behalf of Consultant and Do So:

Consultant: DUN & BRADSTREET, INC.

By: [Signature]
Signature of Authorized Officer*

Name: THOMAS C. BUNTOMO
Title: ASSISTANT VICE PRESIDENT
Date: 3-18-10



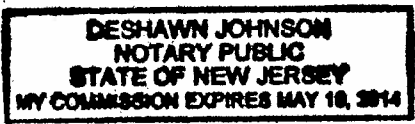
*Note: In the event that this Acknowledgment is signed by other than the President of the Consultant, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign this Acknowledgment for the Consultant.

State of NEW JERSEY
County of ESSEX

This instrument was acknowledged before me on this 18th day of MARCH, 2010, by THOMAS C. BUNTOMO as President (or other authorized officer) of DUN & BRADSTREET, INC. (Corporation Name).

[Signature]
Notary Public Signature

Commission Expires: _____ (Seal)



BY THIS POWER OF ATTORNEY made on the 15th day of March, 2010, DUN & BRADSTREET, INC., a corporation duly incorporated and validly existing under the laws of the State of Delaware, United States of America with its principal place of business at 103 JFK Parkway, Short Hills, New Jersey 07078, USA (hereinafter referred to as the "Grantor") hereby appoints Thomas Bontempo (hereinafter referred to as the "Attorney") to be the Grantor's true and lawful attorney, jointly and severally, for the Grantor and in the Grantor's name and as the Grantor's act and deed to negotiate, conclude, execute and deliver to the City of Chicago the Economic Disclosure Statement and Affidavit, and all other deeds, agreements, documents, certificates, papers or filings considered necessary or desirable to effect the transactions contemplated by the aforementioned document. This Power of Attorney shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF this Power of Attorney has been granted by the Grantor on the date set out above.

DUN & BRADSTREET, INC.

By: Kristin R. Kaldor

Name: Kristin R. Kaldor
Title: Assistant Secretary



The Corporate Seal of)
Dun & Bradstreet, Inc.)
is hereunto affixed by the authority of)
the Directors in the presence of:)

I, DeShawn Johnson, Notary Public in the State of New Jersey, USA, hereby certify that on the 15th day of March 2010, the above written instrument was executed in my presence and in such manner as to be binding on the Grantor, the said DUN & BRADSTREET, INC.

DeShawn Johnson

**DESHAWN JOHNSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 10, 2014**