

Non-DPS Contractual Agreement Cover Sheet

From: John Pfeiffer

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Contracts Administrator

Health

To: Tom Dziejczak
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Department of Finance

Date: December 22, 2016

Please create a Blanket Purchase Order in FMPS for the attached Non-DPS Agreement. The following summary values must be identified to create a Blanket Purchase Order.

PO Number (if request is a Modification): Initial Contract

Department Number:41

Supplier Name: University of Chicago

Supplier Number: F00014

Supplier Site: A

Ship-To:050-2005

Bill-To: 050-2005

Agreed Amount: \$187,167

Target Market: NO

Goods or Services:Services

Description of Agreement: Connect4Tots is a free text messaging project that provides parents and guardians information regarding their children's health and education. The program is targeted to parents of children ages one to three years old and aims to connect them with resources across four focus areas: health, education, social services and city events based on an enrollee's city address.

Agreement Start Date: August 1, 2016

Agreement End Date: January 31, 2018

Please submit one fully executed and redacted copy of the Signature Ordinance, Contract/Agreement, and the Economic Disclosure Summary (EDS). Please submit only single-sided hard copies. In addition, please check the link to ensure that the supplier is not on the debarred vendor list.

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**THE CITY OF CHICAGO
DEPARTMENT OF PUBLIC HEALTH**

AND

THE UNIVERSITY OF CHICAGO



CONNECT4TOTS

**RAHM EMANUEL
MAYOR**

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ARTICLE 1. INTRODUCTION

This Contract is entered into as of the 1st day of August, 2016 ("Effective Date") by and between The University of Chicago, an Illinois not for profit corporation ("Contractor"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, The Chicago Department of Public Health ("City"), at Chicago, Illinois.

The Contractor warrants that it is ready, willing and able to perform as of the effective date of this Contract to the full satisfaction of the City. Contractor further warrants that it will obtain any required consents and approvals to provide the Services herein and that it will comply with all policies and regulations, as required under 45 CFR 46, for prior review and continuing approval by the Institutional Review Board to the extent applicable.

NOW, THEREFORE, the City and the Contractor Agree as Follows:

ARTICLE 2. INCORPORATION OF EXHIBITS:

The following attached Exhibits are made a part of this agreement:

- Exhibit 1: Scope of Services and Time Limits for Performance
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Example Insurance Certification and Evidence of Insurance
- Exhibit 4: Economic Disclosure Statement and Affidavit
- Exhibit 5: Chicago Travel Reimbursement Guidelines

ARTICLE 3. STANDARD TERMS AND CONDITIONS

3.1. General Provisions

3.1.1. Definitions

"**Attachments**" are all the exhibits and other documents attached and/or incorporated into the Contract by reference.

"**Business Day**" means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

"**Calendar Day**" means all calendar days in accordance with the world-wide accepted calendar.

"**Chief Procurement Officer**" abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"**City**" means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.

"**Commissioner**" means the chief executive of the Chicago Department of Public Health and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

"**Contact Person**" means the Contractor's management level personnel who will work as the liaison between the City and the Contractor and be available to respond to any problems that may arise in connection with Contractor's performance under the Contract.

"**Contract**" means this Professional Services Agreement, all exhibits attached to it and incorporated in it by reference, amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

"**Contractor**" means the University of Chicago.

"**Force Majeure Event**" means an event beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages not caused or unmitigated by the Contractor.

"**Holidays**" refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

"**MCC**" is the abbreviation for the Municipal Code of Chicago.

"**Party**" or collectively "Parties" refers to the entities that have entered into this Contract including the Contractor and the City.

"**Services**" refers to all work, services, and materials whether ancillary or as required by the Scope of Services that the Contractor provides in performance of its obligations under this Contract.

"**Subcontractor**" means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

3.1.2. Interpretation of Contract

3.1.2.1. Order of Precedence

The order of precedence of the component contract parts will be as follows:

- Standard Terms and Conditions
- Scope of Services
- Standard specifications or terms of the City, State, or Federal Government

- Insurance Requirements
- MBE/WBE/DBE Special Conditions, if any

3.1.2.2. Interpretation and Rules

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner or CPO, as applicable. Similarly, the words "approved", "acceptable", "satisfactory", and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

3.1.2.3. Severability

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

3.1.2.4. Entire Contract

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

3.1.3. Subcontracting and Assignment

3.1.3.1. No Assignment of Contract

Contractor may not assign this Contract without the prior written consent of the Commissioner. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the Commissioner, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the Commissioner's discretion.

3.1.3.2. Subcontracts

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the Commissioner; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the Commissioner of the names of all Subcontractors to be used and shall not employ any that the Commissioner has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's website:

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the Commissioner is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the Commissioner; any substitution of a Subcontractor without the prior written consent of the Commissioner is null and void.

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract,

or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for Commissioner approval.

3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the Commissioner. Any such attempted pledge, transfer, or assignment, without the prior written approval of the Commissioner is void as to the City and will be deemed an event of default under this Contract.

3.1.3.4. City's Right to Assign

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests in this Contract without the consent or approval of the Contractor.

3.1.3.5. Assigns

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

3.1.4. Contract Governance

3.1.4.1. Governing Law and Jurisdiction

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

3.1.4.2. Consent to Service of Process

The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contractor designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.

3.1.4.3. Cooperation by Parties and between Contractors

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

3.1.4.4. No Third Party Beneficiaries

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

3.1.4.5. Independent Contractor

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

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

3.1.4.6. Authority

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

3.1.4.7. Joint and Several Liability

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

3.1.4.8. Notices

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner.

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to the Department of Law, Room 600, City Hall, 121 N LaSalle Street, Chicago, Illinois 60602.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address specified in the Contract.

3.1.4.9. Amendments

Following Contract execution, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor and Commissioner, unless specifically allowed for by the Contract Documents.

3.1.4.10. No Waiver of Legal Rights

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

3.1.4.11. Non-appropriation of Funds

Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract, then the City will notify the Contractor of that occurrence and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted.

No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

3.1.4.12. Participation By Other Government Agencies

Other Local Government Agencies (defined below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the City of Chicago's Commissioner, and (c) such purchases have no net adverse effect on the City of Chicago and result in no diminished services from the Contractor to the City's Departments.

Examples of such Local Government Agencies are: the Chicago Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.

The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

3.1.5. Confidentiality

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

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

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

3.1.6. Indemnity

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees (collectively, the "Indemnified Parties,") from and against any and all Losses (as defined below), in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract, except as

otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Contractor to the Indemnified Parties will be to the maximum extent permitted under applicable law.

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent, willful misconduct or breach of Contractor, its employees, agents and subcontractors.

The Contractor will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder.

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

The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the work or service performed under the Contract, that it involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Contractor to provide the City with a separate defense of any such suit.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of work or services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

3.1.7. Non-Liability of Public Officials

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

3.1.8. Non-Liability of Public Entity for Libel or Slander (745 ILCS 10/2-107)

A local public entity is not liable for injury caused by any action of its employees that is libelous or slanderous or for the provision of information either orally, in writing, by computer or any other electronic transmission, or in a book or other form of library material.

3.1.9. Non-Liability of Public Employee for Negligent Misrepresentation (745 ILCS 10/2-210)

A public employee acting in the scope of his employment is not liable for an injury caused by his negligent misrepresentation or the provision of information either orally, in writing, by computer or any other electronic transmission, or in a book or other form of library material.

3.2. Compensation Provisions

3.2.1. Ordering, Invoices, and Payment

3.2.1.1. Invoices

Original invoices must be sent by the Contractor to the Commissioner or his/her authorized representative to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department of Public Health. All invoices must be signed, dated and reference the City's Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice.

3.2.1.2. Payment

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:

http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf.

The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that are non-compliant with the terms and conditions of the Contract Documents.

3.2.1.3. Electronic Ordering and Invoices

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Commissioner reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the Commissioner, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the Commissioner may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

3.2.1.4. City Right to Offset

The City may offset against any invoice from Contractor any costs incurred by the City as a result of event of default by Contractor under this Contract or otherwise resulting from Contractor's performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Contractor or overpayments made by the City. If the amount offset is

insufficient to cover those costs, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

3.2.1.5. Records

Upon request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Services and will retain them in a safe place and must retain them for a period that is the longer of five (5) years or as required by relevant retention schedules after the expiration or termination of the Contract.

3.2.1.6. Audits

3.2.1.6.1. City's Right to Conduct Audits

The City may, in its sole discretion, audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

3.2.1.6.2. Recovery for Over-Billing

If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and, depending on the facts, also some or all of the cost of the audit, as follows:

If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then the Contractor 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;

If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with the foregoing is an event of default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.2.2. Subcontractor Payment Reports

The Contractor must report payments to Subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Contractor for services performed, on the first day of each month and every month thereafter, email and/or fax notifications will be sent to the Contractor with instructions to report payments to Subcontractors that have been made in the prior month. This information must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Contractor has reported payments made to each Subcontractor, including zero dollar amount payments, the Subcontractor will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (20th) day of each month. Contractor and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

All contracts between the Contractor and its Subcontractors must contain language requiring the Subcontractors to respond to email and/or fax notifications from the City requiring them to report payments received from the Contractor.

Access to the Certification and Compliance Monitoring System (C2), which is a web-based reporting system, can be found at: <https://chicago.mwdbe.com>

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within seven (7) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

3.3. Compliance With All Laws

3.3.1. General

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

3.3.2. Federal Affirmative Action

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

3.3.3. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

3.3.3.1. Compliance with Federal Nondiscrimination Requirements

The contractor will comply with federal nondiscrimination laws, regulations, and authorities, as they may be amended from time to time (Acts and Regulations), which include:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination under Title VI includes discrimination because of limited English proficiency (LEP). (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, religion, color, national origin, or sex in any activity carried out with a grant from the FAA).

3.3.3.2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of the US Department of Transportation).

3.3.3.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

3.3.3.4. Information and Reports

The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or applicable federal agency (e.g. Federal Aviation Administration, Federal Highway Administration, Federal Transit Authority, Transportation Security Administration, Department of Housing and Urban Development, etc.) providing funding to the City department(s) on this contract to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the federal agency, as appropriate, and will set forth what efforts it has made to obtain the information.

3.3.3.5. Sanctions for Noncompliance

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the relevant federal funding agency may determine to be appropriate, including, but not limited to:

- A. Withholding payments to the contractor under the contract until the contractor complies; and/or
- B. Cancelling, terminating, or suspending a contract, in whole or in part.

3.3.3.6. Incorporation of Provisions

The contractor will include the provisions of above paragraphs 3.3.3.1, "Compliance With Regulations" through 3.3.3.6 "Incorporation of Provisions" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3.3.4. Other Non-Discrimination Requirements

3.3.4.1. Illinois Human Rights Act

Contractor must comply with the Illinois Human Rights Act, 775ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750 Appendix A.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

3.3.4.2. Chicago Human Rights Ordinance MCC Ch. 2-160

Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

3.3.4.3. Business Enterprises Owned by People With Disabilities (BEPD)

It is the policy of the City of Chicago that businesses certified as a BEPD in accordance with MCC Sect. 2-92-337 et seq., Regulations Governing Certification of BEPDs, and all other Regulations promulgated under the aforementioned sections of the MCC; shall have the full and fair opportunities to participate fully in the performance of this Contract

Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

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 deems appropriate.

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the Commissioner.

Full access to the Contractor's and Subcontractor's records shall be granted to the Commissioner, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period that is the longer of five years or as required by relevant retention schedules after final acceptance of the work.

The Commissioner is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

3.3.5. Wages

Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-4; "Living Wage" rate specified by MCC Sect. 2-92-610; (3) Chicago Minimum Wage rate specified by MCC Chapter 1-24, or (4) the highest applicable State or Federal minimum wage.

3.3.5.1. Minimum Wage, Mayoral Executive Order 2014-1

Mayoral Executive Order 2014-1 provides for a fair and adequate Minimum Wage to be paid to employees of City contractors and subcontractors performing work on City contracts.

If this contract was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the . The Minimum Wage to be paid pursuant to the Order as of July 1, 2016 is **\$13.15 per hour**. The Minimum Wage must be paid to:

All employees regularly performing work on City property or at a City jobsite.

All employees whose regular work entails performing a service for the City under a City contract.

Beginning on July 1, 2015, and every July 1 thereafter, the hourly wage specified by the Executive Order shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City shall make available to City Concessionaires a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment a Base Wage pursuant to Municipal Code of Chicago Sect. 2-92-610 is required for work or services done under this Contract, and the Minimum Wage is higher than the Base Wage, then the Contractor must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

Contractors are reminded that they must comply with Municipal Code Chapter 1-24 establishing a minimum wage.

3.3.5.2. Living Wage Ordinance

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

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2016 the Base Wage is \$12.15. The current rate can be found on the Department of Procurement Services' website.

Note: As of July 1, 2016, the wage specified by Mayoral Executive Order 2014-1 is higher than the Base Wage rate. Therefore, the higher wage specified by the Executive Order (or other applicable rule or law) must be paid.

Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

The Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith.

Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three years.

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

3.3.5.3. Equal Pay

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*, as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

3.3.6. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to execution of the contract. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

3.3.6.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

3.3.6.2. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

Contractor, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted 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) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.

One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the CPO under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the CPO to reduce, suspend, or waive the period of ineligibility.

3.3.6.3. Federal Terrorist (No-Business) List

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

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

3.3.6.4. Governmental Ethics Ordinance 2-156

Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

3.3.6.5. Lobbyists

Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

3.3.7. Restrictions on Business Dealings

3.3.7.1. Conflicts of Interest

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any enterprise which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in its

performance of the Contract no person having any such interest shall be employed. If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise.

3.3.7.2. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

3.3.8. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380

In addition to the certifications regarding debts owed to the City in the EDS, Contractor is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

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

the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

3.3.9. Other City Ordinances and Policies

3.3.9.1. False Statements

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or Contract Documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to MCC Sect. 1-21-010.

3.3.9.2. MacBride Principles Ordinance, MCC Sect. 2-92-580

This law promotes fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provides a better working environment for all citizens in Northern Ireland.

In accordance with MCC Sect. 2-92-580, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

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

3.3.9.3. 2014 Hiring Plan Prohibitions

- A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

- B. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
- C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

3.3.9.4. Inspector General

It is the duty of any Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56. Contractor understands and will abide by all provisions of MCC Ch. 2-56.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

3.3.9.5. Duty to Report Corrupt Activity

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

3.3.9.6. Electronic Mail Communication

Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

3.3.9.7. EDS Update Obligation

Contractor is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Contractor

in default, termination of the Contract for default, and declaring that the Contractor is ineligible for future contracts.

3.3.9.8. Wheel Tax (City Sticker)

Contractor must pay all Wheel Tax required by Chapter 3-56 of the MCC, as amended from time to time. Contractor should take particular notice of MCC 3-56-020 and MCC 3-56-125 which relate to payment of the tax for vehicles that are used on City streets or on City property by City residents. For the purposes of Chapter 3-56, any business that owns, leases or otherwise controls a place of business within the City wherein motor vehicles or semi-trailers are stored, repaired, serviced, or loaded or unloaded in connection with the business is also considered to be a City resident.

3.3.10. Compliance with Environmental Laws and Related Matters

3.3.10.1. Definitions

For purposes of this section, the following definitions shall apply:

Environmental Agency: An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

Environmental Claim: An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., the Clean Air Act, 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., the Occupational Safety and Health Act, 29 U.S.C. 651, et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Health and Safety Act, 820 ILCS 225/.01, et seq., Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

Law(s): The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

Routine: As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

3.3.10.2. Joint Ventures

If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

3.3.10.3. Compliance With Environmental Laws

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or

any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

3.3.10.4. Costs

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. No provision of this Contract is intended to create or constitute an exception to this provision.

3.3.10.5. Proof of Noncompliance; Authority; Cure

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The Commissioner shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The Commissioner may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Contractor's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's actions or inaction towards preventing future noncompliance.

3.3.10.6. Copies of Notices and Reports; Related Matters

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 48 hours of making, submitting or filing the original report.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.10.7. Requests for Documents and Information

If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Contractor must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

3.3.10.8. Environmental Claims and Related Matters

Within 24 hours of receiving notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department. Thereafter, Contractor must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.10.9. Preference for Recycled Materials

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, Contractor must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

3.3.10.10. No Waste Disposal in Public Way MCC 11-4-1600(E)

Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

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

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

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

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

3.4. Events of Default and Termination

3.4.1. Events of Default

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. Contractor's material failure to perform any of its obligations under this Contract including the following:

- C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
- D. Failure to have and maintain all professional licenses required by law to perform the Services;
- E. Failure to timely perform the Services;
- F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- G. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- H. Discontinuance of the Services for reasons within Contractor's reasonable control;
- I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
- J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and
- K. Any change in ownership or control of Contractor without the prior written approval of the Commissioner, which approval the Commissioner will not unreasonably withhold.
- L. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.
- M. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the Commissioner indicate a willful or reckless disregard for City laws and regulations.
- N. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

3.4.2. Cure or Default Notice

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default.

The Commissioner will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice").

If a Cure Notice is sent, the Commissioner may in his/her sole discretion give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the Commissioner. The period of time allowed by the Commissioner to cure will depend on the nature of the event of default and the Contractor's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

Whether to issue the Contractor a Default Notice is within the sole discretion of the Commissioner and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract

If the Commissioner issues a Default Notice, the Commissioner will also indicate any present intent the Commissioner may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the Commissioner decides not to terminate, this decision will not preclude the Commissioner from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

When a Default Notice with intent to terminate is given, Contractor must discontinue any Services, unless otherwise directed in the notice.

3.4.3. Remedies

After giving a Default Notice, the City may invoke any or all of the following remedies:

- A. The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Contract for the Services that were assumed by the City as agent for Contractor
- B. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;
- C. The right to seek specific performance, an injunction or any other appropriate equitable remedy;
- D. The right to seek money damages;
- E. The right to withhold all or any part of Contractor's compensation under this Contract;
- F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

3.4.4. Non-Exclusivity of Remedies

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

3.4.5. City Reservation of Rights

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

3.4.6. Early Termination

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision.

If the City's election to terminate this Contract for default pursuant to the default provisions of the Contract is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Early Termination provision.

ARTICLE 4. TERMS FOR PROFESSIONAL SERVICES

4.1. Standard of Performance

Contractor must perform all Services required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor in the community performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Contract. Contractor acknowledges that it may be entrusted with or may have access to valuable and confidential information and records of the City and with respect to that information only, Contractor agrees to be held to the standard of care of a fiduciary.

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

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Contract, at law or in equity.

Contractor shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with construction work performed by others.

To the extent they exist, the City may furnish structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over any work, or reasonably requested by Contractor.

In the event Contractor's Services include any remodeling, alteration, or rehabilitation work, City acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions.

4.2. Deliverables

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. "Deliverables" include work product, produced by Contractor, including but not limited to written reviews, reports, recommendations, charts, analysis, designs, plans, specifications, drawings, or other similar products.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Contract or reasonably necessary for the purpose for which the City made this Contract. If the City determines that Contractor has failed to comply with the foregoing standards, the City has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Contract.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Contract and the City's acceptance of partial or incomplete Deliverables in no way relieves Contractor of its commitments under this Contract.

4.3. Additional Services

Additional Services means those Services which are within the general scope of Services of this Contract, but beyond the description of services in the Scope of Services and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested require the approval by the City through a formal amendment before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

4.4. Timeliness of Performance

Contractor must provide the Services and Deliverables within the term and within the time limits required under this Contract, pursuant to the Scope of Services. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits may result in economic or other losses to the City.

Neither Contractor nor its 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 Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4.5. Suspension

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

No suspension of this Contract is permitted in the aggregate to exceed a period of 45 days within any one year of this Contract. If the total number of days of suspension exceeds 45 days, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under the "Standard Terms and Conditions."

4.6. Personnel

4.6.1. Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The level of staffing may be revised from time to time by notice in writing from Contractor to the City with a detailed explanation and/or justification only with prior written consent of the Commissioner, which consent the Commissioner will not withhold unreasonably. The City may also from time to time request that the Contractor adjust staffing levels to reflect workload and level of required Services or Additional Services.

4.6.2. Key Personnel

In selecting the Contractor for this Contract the City relied on the qualifications and experience of those persons identified by Contractor by name as performing the Services ("Key Personnel"). Contractor must not reassign or replace Key Personnel without the written consent of the Commissioner, which consent the Commissioner will not unreasonably withhold. The Commissioner may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Contract by one or more Key Personnel. Upon that notice Contractor must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the Commissioner. Contractor's Key Personnel, if any, are identified in the Scope of Services / Detailed Specifications portion of this Contract.

4.6.3. Salaries and Wages

Contractor and any subcontractors must pay all salaries and wages due all employees performing Services under this Contract unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Contract Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this paragraph is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

4.7. Ownership of Documents

Except as otherwise agreed to in advance by the Commissioner in writing, all Deliverables, data, findings or information in any form prepared or provided by Contractor or provided by City under this Contract are property of the City, including all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at Contractor's expense. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights which are not owned by Contractor.

Contractor shall also retain an internal, noncommercial license to Deliverables for its internal research and education purposes. Contractor may publish, consistent with academic standards, the results of research performed under this Agreement, provided such publications does not disclose proprietary trade secrets or confidential information of DFSS or CDPH. Any resulting publication must include a disclaimer to the effect that the published material does not necessarily reflect the views of DFSS or CDPH. Contractor agrees that, prior to submission of a manuscript describing the results of publication, Contractor shall forward to DFSS and CDPH a copy of the manuscript to be submitted and shall allow DFSS and CDPH at least thirty (30) days to review. At the request of DFSS and/or CDPH, Contractor shall redact any trade secret, proprietary, or confidential information supplied by DFSS and/or CDPH to Contractor. Contractor shall consider in good faith requests by the City to revise the publication to address comments, other than those identifying confidential information, raised by the City.

4.8. Copyright Ownership and other Intellectual Property

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Contract are owned by the City and that the City will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement. Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyright and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Contract and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Contractor. Contractor shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Contractor's direct involvement and consent.

Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that, on the date of delivery, except as expressly stated otherwise in writing to the Commissioner or before that date: (a) Contractor will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Contractor will have the legal rights to fully assign the copyrights, (c) Contractor will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Contractor is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables, (e) the Deliverables will be complete, entire and comprehensive within the standard of performance under Section 2.3 of this Contract, and (f) the Deliverables will constitute works of original authorship.

4.8.1. Patents

If any invention, improvement, or discovery of the Contractor or its Subcontractors is conceived or first actually reduced to practice during performance of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor must notify the City immediately and provide the City a detailed report regarding such invention, improvement, or discovery. If the City determines that patent protection for such invention, improvement, or discovery should be sought, Contractor agrees to seek patent protection for such invention, improvement, or discovery and to fully cooperate with the City throughout the patent process. The Contractor must transfer to the City, at no cost, the patent in any invention, improvement, or discovery developed under this Contract and any patent rights to which the Contractor purchases ownership with funds provided to it under this Contract.

4.8.2. Indemnity

Without limiting any of its other obligations under this Contract and in addition to any other obligations to indemnify under this Contract, Contractor must, upon request by the City, indemnify, save, and hold harmless the City, and if this Contract is federally funded the Federal Government, and their respective officers, agents, and employees acting within the scope of their original duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any Deliverables furnished under the Contract. The Contractor is not required to indemnify the City or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the City or Federal Government.

4.9. Approvals

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

4.10. Cooperation

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

4.11. Compliance with the Americans with Disabilities Act and Other Laws Concerning Accessibility

Contractor covenants that all designs, plans and drawings produced or utilized under this Contract will address and comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility

Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Contractor must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also, Contractor must, prior to construction, review the plans and specifications to insure compliance with these standards. If Contractor fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in this contract or otherwise available at law, in equity or by statute, require Contractor to perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

4.12. Reimbursement for Travel

In the event that reimbursable travel is required for this contract and authorized by the City, any travel expenses will be reimbursed only in accordance with the then-current City of Chicago Travel Reimbursement Guidelines. For information regarding current City of Chicago Travel guidelines, as they may be updated from time to time, Contractor must contact the Department of Public Health and comply with the current guidelines. The current guidelines are attached herein.

ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

5.1. Scope of Services

The Services that Contractor must provide are described in Exhibit 1, "Scope of Services and Time Limits for Performance."

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

5.2. List of Key Personnel

Key Personnel are (or are listed in) Exhibit 1.

5.3. Term of Performance

Contractor shall perform the Services in accordance with the schedule contained in Exhibit 1.

5.4. Payment

5.4.1. Basis of Payment

The City will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the completion of the Services in accordance with this Agreement, including the standard of performance found in "Special Conditions for Professional Services Contracts," above.

5.4.2. Method of Payment

Contractor must submit monthly invoices to the City for costs billed, as outlined in the Schedule of Compensation in Exhibit 2. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

5.4.3. Submission of Invoices

Invoices must be sent to:

Chicago Department of Family and Support Services
1615 West Chicago Ave, 3rd Floor
c/o Jonathan Ernst, Managing Deputy Commissioner
Chicago, IL 60622

or as otherwise required by the Department of Public Health.

5.5. Funding

The source of funds for payments under this Contract is Fund number 016-0100-0502005-9253. Payments under this Agreement must not exceed \$180,167.00 without a written amendment in accordance with the Amendments section of the "Standard Terms and Conditions" above. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.



CITY OF CHICAGO
Department of Procurement Services
Jamie L. Rhee, Chief Procurement Officer
121 North LaSalle Street, Room 806
Chicago, Illinois 60602-1284

Fax: 312-744-3281

MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS

ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

6.1. Policy and Terms

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned 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, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, 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.

Accordingly, the Contractor commits to make Good Faith Efforts 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 Percentage	WBE Percentage
0%	0%

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), 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 will be credited more than once against a Contractor's MBE or WBE commitment with respect to all government 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 MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

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 will 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 by it to involve MBEs and WBEs directly in the performance of this Contract.

The Contractor also may 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 contracts.

Pursuant to 2-92-535, the prime contractor may apply be awarded an additional 0.333 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentor agreement with the contractor. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

6.2. Definitions

"Area of Specialty" means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit toward this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: *The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.*

"B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC Section 2-92-586.

"Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that is issued by the City.

"Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

"Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

"Chief Procurement Officer" or "CPO" means the chief procurement officer of the City of Chicago or his or her designee.

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract.

"Contractor" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

"Direct Participation" the value of payments made to MBE or WBE firms for work that is performed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.

"Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

"Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: 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 government contracts held by that contractor.)

"Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

"Minority Owned Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

"Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.

"Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

"Women Owned Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

6.3. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;

- ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 - iii. Each joint venture partner executes the bid to the City; and
 - iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

c. **Schedule B: MBE/WBE Affidavit of Joint Venture**

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be

responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

6.4. Counting MBE/WBE Participation Toward the Contract Specific Goals

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals.
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.

- ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
 - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
 - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

6.5. Regulations Governing Reductions to or Waiver of MBE/WBE Goals

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE Contract-Specific Goals on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

6.5.1. Direct / Indirect Participation

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 2. A listing of all MBE/WBE firms contacted that includes:
 - Name, address, telephone number and email of MBE/WBE firms solicited;
 - Date and time of contact;
 - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
 3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - Project identification and location;
 - Classification/commodity of work items for which quotations were sought;
 - Date, item and location for acceptance of subcontractor bid proposals;
 - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - Affirmation that Good Faith Efforts have been demonstrated by:
 - choosing subcontracting opportunities likely to achieve MBE/WBE goals;
 - not imposing any limiting conditions which were not mandatory for all subcontractors;

- providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

OR

- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - A listing of all potential subcontractors contacted for a quotation on that work item;
 - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - The City's estimate for the work under a specific subcontract;
 - The bidder's own estimate for the work under the subcontract;
 - An average of the bona fide prices quoted for the subcontract;
 - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

6.5.2. Assist Agency Participation in waiver/reduction requests

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

6.5.3. Impracticability

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Chief Procurement Officer, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

6.6. Procedure to Determine Bid Compliance

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

(1) Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

(2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

(3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 6.3, "Joint Ventures," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

(4) Schedule D-1: Required Schedules Regarding MBE/WBE Utilization

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

(5) Application for Approval of Mentor Protégé Agreement

Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

6.7. Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The

reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>

- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

6.8. Changes to Compliance Plan

6.8.1. Permissible Basis for Change Required

No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;
- c) Financial incapacity;
- d) Refusal by the subcontractor to honor the bid or proposal price or scope;
- e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

- f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- g) The subcontractor's withdrawal of its bid or proposal; or
- h) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- i) Termination of a Mentor Protégé Agreement.

6.8.2. Procedure for Requesting Approval

If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

- a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
- d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
- e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

6.9. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

Payments due to the contractor may be withheld until corrective action is taken.

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

6.10. Arbitration

- a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.
- b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.
- d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

6.11. Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

Attachments and Schedules

The following attachments and schedules follow, they may also be downloaded from the Internet at:

<http://www.cityofchicago.org/forms>

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization



**CITY OF CHICAGO
ASSIST AGENCY LIST**

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

<p>American Brotherhood of Contractors 935 West 175th Street Homewood, Illinois 60430 Phone: (773) 491-5640 Email: arba@constructive-business.com</p> <p>Asian American Business Expo 207 East Ohio St. Suite 218 Chicago, IL 60611 Phone: 312-233-2810 Fax: 312-268-6388 Email: Janny@AsianAmericanBusinessExpo.org</p> <p>Asian American Institute 4753 N. Broadway St. Suite 904 Chicago, IL 60640 Phone: (773) 271-0899 Fax: (773) 271-1982 Email: kfernicola@aaichicago.org Web: www.aaichicago.org</p> <p>Association of Asian Construction Enterprises 333 N. Ogden Avenue Chicago, IL 60607 Phone: (847) 525-9693 Email: nakmancorp@aol.com</p> <p>Black Contractors United 400 W. 76th Street, Suite 200 Chicago, IL 60620 Phone: (773) 483-4000 Fax: (773) 483-4150 Email: bcunewera@att.net Web: www.blackcontractorsunited.com</p> <p>Cosmopolitan Chamber of Commerce 203 N. Wabash, Suite 518 Chicago, IL 60601 Phone: (312) 499-0611 Fax: (312) 332-2688 Email: ccarey@cosmococ.org Web: www.cosmochamber.org</p> <p>Eighteenth Street Development Corporation 1843 South Carpenter Chicago, Illinois 60608 Phone: (312) 733-2287 Fax: (773)-353-1683 asoto@eighteenthstreet.org www.eighteenthstreet.org</p>	<p>Chatham Business Association Small Business Development, Inc. 8441 S. Cottage Grove Avenue Chicago, IL 60619 Phone: (773)994-5006 Fax: (773)994-9871 Email: melkelcba@sbcglobal.net Web: www.cbaworks.org</p> <p>Chicago Area Gay & Lesbian Chamber of Commerce 3656 N. Halsted Chicago, IL 60613 Phone: (773) 303-0167 Fax: (773) 303-0168 Email: info@glchamber.org Web: www.glchamber.org</p> <p>Chicago Minority Supplier Development Council, Inc. 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: (312) 755-8880 Fax: (312) 755-8890 Email: pbarreda@chicagomsdc.org Web: www.chicagomsdc.org</p> <p>Chicago Urban League 4510 S. Michigan Ave. Chicago, IL 60653 Phone: (773) 285-5800 Fax: (773) 285-7772 Email: president@thechicagourbanleague.org Web: www.cul-chicago.org</p> <p>Chicago Women in Trades (CWIT) 4425 S. Western Blvd. Chicago, IL 60609-3032 Phone: (773) 376-1450 Fax: (312) 942-0802 Email: cwitinfor@cwit2.org Web: www.chicagowomenintrades.org</p> <p>Coalition for United Community Labor Force 1253 W. 63rd Street Chicago, IL 60636 Phone: (312) 243-5149 Email: johnrev.hatchett@comcast.net</p>
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<p>Federation of Women Contractors 5650 S. Archer Avenue Chicago, IL 60638 Phone: (312) 360-1122 Fax: (312) 360-0239 Email: fwcchicago@aol.com Web: www.fwcchicago.com</p> <p>Hispanic American Construction Industry Association (HACIA) 650 West Lake Street Chicago, IL 60661 Phone: (312) 666-5910 Fax: (312) 666-5692 Email: info@haciaworks.org Web: www.haciaworks.org</p> <p>Illinois Hispanic Chamber of Commerce 855 W. Adams, Suite 100 Chicago, IL 60607 Phone: (312) 425-9500 Fax: (312) 425-9510 Email: oduque@ihccbusiness.net Web: www.ihccbusiness.net</p> <p>Latin American Chamber of Commerce 3512 West Fullerton Avenue Chicago, IL 60647 Phone: (773) 252-5211 Fax: (773) 252-7065 Email: d.lorenzopadron@latinamericanchamberofcommerce.com Web: www.latinamericanchamberofcommerce.com</p> <p>National Organization of Minority Engineers 33 West Monroe Suite 1540 Chicago, Illinois 60603 Phone: (312) 425-9560 Fax: (312) 425-9564 Email: shandy@infrastructure-eng.com Web: www.nomeonline.org</p> <p>National Association of Women Business Owners Chicago Chapter 230 E. Ohio, Suite 400 Chicago, IL 60611 Phone: (312) 224-2605 Fax: (312) 6448557 Email: info@nawbochicago.org Web: www.nawbochicago.org</p>	<p>Rainbow/PUSH Coalition International Trade Bureau 930 E. 50th Street Chicago, IL 60615 Phone: (773) 256-2781 Fax: (773) 373-4104 Email: bevans@rainbowpush.org Web: www.rainbowpush.org</p> <p>South Shore Chamber, Incorporated Black United Funds Bldg. 1750 E. 71st Street Chicago, IL 60649-2000 Phone: (773) 955- 9508 Email: sshorechamber@sbcglobal.net Web: www.southshorechamberinc.org</p> <p>Suburban Minority Contractors Association 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: (847) 852-5010 Fax: (847) 382-1787 Email: aprilcobra@hotmail.com Web: www.suburbanblackcontractors.org</p> <p>Women Construction Owners & Executives (WCOE) Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: (708) 366-1250 Fax: (708) 366-5418 Email: mkm@mkmservices.com Web: www.wcoeusa.org</p> <p>Women's Business Development Center 8 South Michigan Ave., Suite 400 Chicago, IL 60603 Phone: (312) 853-3477 Fax: (312) 853-0145 Email: fourny@wbdc.org Web: www.wbdc.org</p>
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Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY

RETURN RECEIPT REQUESTED

(Date)

Specification No.: {Specification Number}
Project Description: {PROJECT DESCRIPTION}

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**)

Dear _____:

_____ (Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

Name of Company Representative at Address/Phone

within (10) ten business days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 806
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at _____.

Sincerely,

Schedule B – Affidavit of Joint Venture

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

- I. Name of joint venture: _____
Address of joint venture: _____

Phone number of joint venture: _____
- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
 - A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____
 - B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
 - 1. Profit and loss sharing: _____
 - 2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____

Schedule B: Affidavit of Joint Venture (MBE/WBE)

(b) Dollar amounts of anticipated on-going contributions: _____

- 3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____

- 4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: _____

- 5. Provide copies of all written agreements between venturers concerning this project.
- 6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

- VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):
 - A. Joint venture check signing:

 - B. Authority to enter contracts on behalf of the joint venture:

 - C. Signing, co-signing and/or collateralizing loans:

 - D. Acquisition of lines of credit:

Schedule B: Affidavit of Joint Venture (MBE/WBE)

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the managing partner, if any, and describe the means and measure of their compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Schedule B: Affidavit of Joint Venture (MBE/WBE)

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

If **any** personnel proposed for this project will be employees of the joint venture:

- A. Are **any** proposed joint venture employees currently employed by either venturer?
 Currently employed by non-MBE/WBE (number) _____ Employed by MBE/WBE _____
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

- C. Which venturer will be responsible for the preparation of joint venture payrolls:

- X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

Schedule B: Affidavit of Joint Venture (MBE/WBE)

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

_____ Name of MBE/WBE Partner Firm	_____ Name of Non-MBE/WBE Partner Firm
_____ Signature of Affiant	_____ Signature of Affiant
_____ Name and Title of Affiant	_____ Name and Title of Affiant
_____ Date	_____ Date

On this ____ day of _____, 20 ____, the above-signed officers

(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____

(SEAL)

Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant



**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

To: _____ and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

The above described performance is offered for the following price and described terms of payment:

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

(Name/Title-Please Print)

(Email & Phone Number)

Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan



SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Project Name: _____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of _____
(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ _____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

¹ The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect WBE Participation		

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

(Name- Please Print or Type)

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this ____ day of _____, 20____, the above signed officer _____
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature)

SEAL:

Commission Expires: _____

ARTICLE 7. INSURANCE REQUIREMENTS

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

7.1. Insurance to be Provided

7.1.1. Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident; \$500,000 disease-policy limit; and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

7.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence or for the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

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

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

7.1.3. Automobile Liability (Primary and Umbrella)

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

7.1.4. Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

7.1.5. Professional Liability

When any program/administration management professionals or other professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must

coincide with, or precede start of work or services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7.1.6. Property

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned or used by Contractor

7.2. Additional Requirements

The Contractor must furnish the City of Chicago, Department of Finance, City Hall, Room 806, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as an exhibit) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. No fulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

Contractor must furnish Certificates Insurance of Coverage of any or all insurance policies listing the City as an additional insured upon request by the Chief Procurement Officer. All Certificates Insurance of Coverage must be signed, dated and reference the City contract number.

The insurance must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor agrees that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company and each of its separate constituent entities as named insureds.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

ARTICLE 8. SIGNATURE PAGE

Contractor (Vendor) Name: The University of Chicago

Total Amount (Value): \$180,167

Fund Chargeable: 016-0100-0502005-9253

SIGNED at Chicago, Illinois:

CONTRACTOR:

The University of Chicago

**Stefan Jellicoe
Grants & Contracts Manager
Acting on behalf of Michael R. Ludwig**

By:



Name:

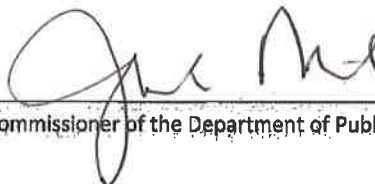
Michael R. Ludwig

Its:

Associate VP for Research Admin.

CITY OF CHICAGO

By:

 12/22/16

Commissioner of the Department of Public Health Date

EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

EXHIBIT 1: SCOPE OF WORK

I. **Background**

Connect4Tots is a free text messaging project that provides parents and guardians information regarding their children's health and education. The program is targeted to parents of children ages one to three years old and aims to connect them with resources across four focus areas: health, education, social services and city events based on an enrollee's city address.

II. **Key Personnel**

- Emily Metz (Research Manager – Poverty and Health Labs) is responsible for the project management of Connect4Tots, partner engagement, and overseeing the overall conduct of the research.
- Megan Porter (Project Associate – Poverty Lab) is responsible for supporting Emily Metz in project management, partner engagement, data analysis, and other aspects of the program.
- Carmelo Barbaro (Executive Director – Poverty Lab) is responsible for contracting with the City of Chicago and overall budgeting for Connect4Tots.
- Roseanne Ander (Executive Director – Crime and Health Labs) is an advising affiliate on Connect4Tots, providing additional guidance as a thought partner on the research and other aspects of the program.
- Kelly Hallberg (Managing Director – Urban Labs) is an advising affiliate on Connect4Tots, providing additional guidance as a thought partner on the research and other aspects of the program.
- Ruth Coffman (Executive Director – Health Lab) is an advising affiliate on Connect4Tots, providing additional guidance as a thought partner on the research and other aspects of the program.

III. **Term of Performance**

The University of Chicago will provide the services listed herein from the Effective Date until January 31, 2018.

IV. **Services Provided**

Overview of Urban Labs relationship to UChicago

Urban Labs is a research group affiliated with The University of Chicago. Urban Labs leverages UChicago strong relationships throughout the City of Chicago and history of academic scholarship to conduct highly rigorous scholarship to test policies and programs across five interrelated areas through our Crime, Education, Energy & Environment, Health, and Poverty Labs. Each lab is advised by a faculty member at the University of Chicago to ensure the utmost quality of the research conducted.

Working in partnership with policy makers and practitioners worldwide, Urban Labs help evaluate and implement the most effective urban policies and solutions around the world, bringing improvements to people's lives in real time.

Urban Labs' deep partnerships with government and nonprofit agencies help it translate its research into direct policy action. Urban Labs provide decision makers with persuasive empirical evidence and understanding to guide their actions and their use of public and private resources.

Today, Urban Labs provide analytic support and strategic guidance to policy makers across the United States and India, carrying out large-scale experiments, shaping public policy, and improving the quality of life for urban residents on a broad scale. In the decade ahead, Urban Labs aspire to significantly improve public policy and human life worldwide.

The University of Chicago through its Urban Labs will provide the following services under this Agreement:

A. Content Development

The University of Chicago through the Connect4Tots program will send up to two-three messages per week to parents who opt in the program. A minimum of 96 messages will be developed. The messages will be tailored around children's age, neighborhood of residence and other developmental milestones.

The University of Chicago will engage experts to create effective messages. In particular, the University of Chicago will collaborate with City experts across the Mayor's Office, Department of Family and Support Services, the Department of Public Health, Chicago Public Schools, and the Department of Cultural Affairs, among others; Urban Labs will contribute expertise from the Poverty, Education and Health Labs while also seeking to engage other experts from the University of Chicago where relevant. University of Chicago experts may include behavioral economists from the Booth School of Business and the Behavioral Insights and Parenting Lab at The Harris School of Public Policy, among others. The Mayor's Office and the Department of Law will approve the text messages prior to finalizing and sending.

The Urban Labs will create collaborative sub-committees for two key content areas of health and education. The Urban Labs will facilitate quarterly sub-committee meetings (or more frequently, as needed) and organize the content development process, seeking input from all key stakeholders. In addition, Urban Labs will be responsible for sending text messages via Motorola, the technology vendor for Connect4Tots

B. Program Management

The University of Chicago will create the text messages regarding child development in partnership with the subcommittees for the remainder of the 2016 program year. Subcommittees are made up of City agencies, non-profits, child-care centers and other organizations. The University of Chicago will host and review all meetings for each subcommittee an average of two hours.

The University of Chicago will help design the Connect4Tots website, scheduled for August 2016, including online resources for a variety of audiences, primarily educators, caregivers, and parents of young children. The website will be hosted and supported by Motorola but input will be needed by the University of Chicago on design and content.

The University of Chicago will provide weekly updates on the program to a City representative including progress on content development, work with subcommittees and usership. It is expected that the University of Chicago will assign staff to manage the project. Duties and responsibilities will include ensuring that the messaging for the program is distributed in a timely manner, attending meetings with City representatives, and managing the day-to-day operations of the program

C. Program Evaluation

The University of Chicago Urban Labs will leverage existing administrative data to construct a control group for comparison purposes. The control group will consist of individuals who "look like" Connect4Tots enrollees in terms of their observable characteristics (e.g. income, neighborhood, family size, etc.), but have not opted into Connect4Tots.

In addition, the Labs propose conducting a randomized controlled trial (RCT) during the Connect4Tots launch period from roughly August 2016 through August 2017. The RCT will seek to identify the impact of

various programmatic design choices on outcomes indicators. The Labs suggest that after parents enroll in the program, they be randomly assigned to sub- groups with unique delivery parameters (e.g., message timing, frequency, emphasis, etc.). The experimental design will ensure that all individuals enrolled in the program have access to expert-designed content, while allowing Connect4Tots to assess the parameters that maximize impact. The RCT will include all individuals who enroll in the program during the launch period, and may look at indicators beyond the conclusion of the full launch phase (post August 2017) where appropriate. The final parameters to be tested will be determined by the Urban Labs and the City in advance of the launch.

D. Final Report

The University of Chicago must deliver a comprehensive final report and executive summary that will summarize the findings from the final report, provide a final report of evaluation findings for 2016-2017, and provide final recommendations based upon the findings of the comprehensive evaluation. The report must include:

- i. Deeper insight into who used the program including age group and zip code;
- ii. Which resources were most commonly used and which categories were most frequently searched for;
- iii. Recommendations for broader implementation and modifications.
- iv. The final report is due by January 31, 2018.

E. Printing of Marketing Materials

The University of Chicago Urban Labs will gather information from key partners to identify materials that will be utilized for recruitment into the Connect4Tots program. Urban Labs will be responsible for providing an outline of needed printed materials for approval from the City of Chicago, as well as production and strategic distribution of materials through partnerships. Urban Labs will receive approval from the City of Chicago prior to printing materials for marketing and distribution.

EXHIBIT 2: COMPENSATION

The University will be paid based on the following milestones:

Milestone	Maximum Compensation
Content Development - To be finalized August 2016	\$ 24,922
Program Management - On-going, throughout project term	\$ 49,687
Program Evaluation- September 2016 through February 2018	\$ 25,700
Final Report- 30 days after completion of project	\$ 26,168
Design and distribution of Marketing Materials- Beginning August 2016, through the end of the project term	\$ 53,690
Total	\$ 180,167

EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S)

Attach here.

The assumption is that the EDS forms are in hand, so you will attach the submittal pages here.



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 100669

Certificate Printed on: 12/20/2016

Date of This Filing:12/20/2016 10:32 AM

Original Filing Date:12/20/2016 10:32 AM

Disclosing Party: The University of Chicago
Filed by: Michael R Ludwig

Title:Associate Vice President for Research
Administration

Matter: Connect 4 Tots

Applicant: The University of Chicago

Specification #:

Contract #:

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

A copy of the EDS may be viewed and printed by visiting <https://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

EXHIBIT 5: CHICAGO TRAVEL REIMBURSEMENT GUIDELINES

CITY OF CHICAGO TRAVEL POLICY

TRAVEL POLICY

The City of Chicago Travel Policy ("Policy") consists of procedures and guidelines for current and prospective City employees and contractors who travel on behalf of and for the benefit of the City. This Policy is administered by the Office of Budget and Management (OBM).

This Policy:

- Is not intended to cover routine local travel within the Chicago metropolitan area (see map on p. 8) or local travel related to the performance of an employee's regular job duties. Rather, this Policy is intended for out-of-town domestic and international travel or travel to Chicago from another city;
- Applies to all travelers representing the City of Chicago, including but not limited to departments (including financial, legal and public safety departments), employees and contractors, regardless of the purpose for travel;
- Applies to all funding sources, including grants, delegate agency and second/third party payments;
- Requires employees to secure the most economical means of travel, balancing cost, travel time and work requirements;
- Will be strictly enforced; with any deviations from these guidelines justified in writing and approved by the Budget Director prior to travel.

The City is not obligated to reimburse any employee, contractor or representative of the City for travel expenses which were not preapproved by OBM. Travel taken without following the required approval process set forth in this Policy, could result in disciplinary action for all parties involved.

Before planning out-of-town travel, every effort should be made to identify local options for comparable conferences, meetings, seminars or training sessions. If out-of-town travel is required, employees must manage travel costs and make every effort to secure the most economical arrangements available.

When an individual is required to travel on behalf of and for the benefit of the City, the employee is expected to exercise good judgment. Travel dates and times should be as close as reasonably possible to meet the trip agenda's start and end times.

Employees are only allowed an extended stay with pre-approval by both the department head and OBM. The cost of transportation cannot exceed the amount of the regular business travel and the employee must use vacation time for the entirety of the additional stay. All expenses related to the extended stay, including additional airfare, baggage fees, hotel accommodations and per diem costs are the sole responsibility of the traveler.

CITY OF CHICAGO TRAVEL POLICY

GENERAL APPROVAL

The City recognizes the following activities as appropriate for travel purposes:

- Delivery of legislative testimony.
- As a stipulation or condition of grant funding or otherwise required for state or federal certification.
- Presentation on behalf of the City at a conference or seminar.
- Financial or tax audit.
- Site visits or operational evaluations related to departmental improvement efforts.
- Court proceedings or case preparation.
- Attendance at conferences, meetings, seminars or training sessions for which the topic is of critical interest to the City; representation at the event is in the best interest of the City; and/or the topic is related to an employee's professional development.

Limits on Participation

Attendance at conferences, meetings, seminars or training sessions held outside the Chicago metropolitan area is limited to a maximum of two attendees on behalf of the City, unless otherwise approved by OBM.

Board of Ethics Approval

The relevant provisions of the City of Chicago Governmental Ethics Ordinance are §§ 2-156-142(a)(2), and (d)(10) and (12). They provide that City employees and officials cannot accept any cash gifts, or any combination of non-cash gifts worth more than \$50 in a calendar year, with a few exceptions.

Exceptions are travel and expenses paid by a third party.

(d)(10) Any material or travel expense for meetings related to a public or governmental educational purpose, provided that any such travel has been approved in advance by the Board [of Ethics], and further provided that such travel is reported to the Board [of Ethics] within 10 days of completion thereof.

(d)(12) Reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with meetings, public events, appearances or ceremonies related to official City business, if furnished by a sponsor of such meeting or public event, and further provided that such travel and expenses, entertainment, meals or refreshments are reported to the Board [of Ethics] within 10 days of acceptance thereof.

Note: The \$50 gift limitation applies to anything given or offered beyond reasonable business-related travel, for example, golf expenses or little acrylic paperweights. Honoraria, items or money offered for one's speech or participation in a meeting or conference, are strictly forbidden.

It is the department liaison's responsibility to contact the Board of Ethics in advance of submitting a travel request and the traveler's responsibility to report any expenses related to official City business to the Board of Ethics within 10 days of completion of the travel.

CITY OF CHICAGO TRAVEL POLICY

TRAVEL APPROVAL PROCEDURE

- All domestic and international travel outside the Chicago metropolitan area requires approval from OBM (see map on p. 8).
- All requests for domestic travel must be submitted to OBM as far in advance as possible, but no later than sixteen (16) days prior to the date of departure.
- All requests for international travel or to the Washington DC region must be submitted to OBM at least twenty-one (21) days prior to the date of departure.
- All requests will be reviewed and approved by the department's budget analyst and OBM travel manager.
- Requests for international travel or travel to the Washington DC region will be subject to review and approval by the Mayor's Office.
- Reservations for air transportation are required to be secured through the City's designated travel management agency, Corporate Travel Management Group (CorpTrav) via the CorpTrav online service at <http://wcp.getthere.net/corptravonline>.
- Phone reservations (877-448-9868) are only allowed when travel arrangements require additional services not available in the online booking site, since an additional fee is charged when reservations are booked through the phone reservation system.
- All travel plans must be submitted via the Travel Request site available through the City's SharePoint Portal ([https://chicagogov.sharepoint.com/sites/obm/SitePages/Welcome to the Travel Request Home Page.aspx](https://chicagogov.sharepoint.com/sites/obm/SitePages/Welcome%20to%20the%20Travel%20Request%20Home%20Page.aspx)). The following supporting documentation must be attached:
 1. **Justification Memo:** The signed memo from the department head to the Budget Director should justify the benefit to the City that will result from the employee attending the conference, meeting, training, etc. and include a summary of the travel itinerary. All travel must comply with the City's Travel Policy; any special requests that deviate from the Policy must be addressed in the justification memo.
 2. **Traveler Certification Form:** The signed certification form from the traveler indicates that the traveler has provided true and accurate travel information, and has reviewed and will abide by the City of Chicago Travel Policy.
 3. **Travel Agenda:** The agenda should include the travel dates, including all destinations, conference, meeting and/or training descriptions; and any other pertinent information about the travel plans. If applicable, the invitation letter and/or details about third-party payments for travel should also be included.
 4. **Transportation Quote:** The quote will come from the CorpTrav online reservation site and will display the departure and return flight numbers, dates, times and costs.
 5. **Hotel Reservation Quote:** This quote could come from either the CorpTrav online reservation site or directly from the designated conference hotel and will display the hotel name, reservation dates, and price quote.
 6. **Proof of Available Funding:** The department's budget must have sufficient funds for the travel; proof of available funding can be obtained from the City's Financial Management and Purchasing System (FMPS).
 7. **Board of Ethics' Approval (applicable for all third party paid travel):** This document must be provided by the traveler if any portion of the travel and expenses are paid by a third party. It is the traveler's responsibility to contact the Board of Ethics in advance to obtain a written approval.
- Travel must be booked within 24 hours of approval to avoid an increase in airfare.
- All expenses incurred while traveling will be charged to Account .0245, unless travel is funded by a grant or a non-City funding source.

CITY OF CHICAGO TRAVEL POLICY

- Travel paid by a third party or by the employee must adhere to this Policy and the City's Ethics Rules. City-related travel paid by the employee need not be approved by the Board of Ethics in advance or reported to the Board within 10 days of completion, but the traveler is still subject to the honorarium ban and the \$50 gift limit (note that some departments may have stricter gift limits or "no gift policies").
- The City is not obligated to reimburse employees for travel expenses that do not comply with the Policy or if not approved by OBM prior to the commencement of travel.
- The City is not obligated to approve the employee's travel time under official City business if the travel has not been approved by OBM prior to the commencement of travel.
- No payment or cash advances will be approved for airfare, lodging or per diem costs.
- Original itemized receipts are required for reimbursement.
- Reimbursable rates are outlined in the Travel Reimbursement Rates ("Rates") section of this Policy (see chart on p. 9).
- No employee may receive direct reimbursement for third party travel.
 - Registration, transportation and/or lodging can either be directly purchased by the grantor, with proof of purchase, replacing the CorpTrav quote in the required attachment section of the SharePoint Travel submittal; or
 - Paid directly to the City for reimbursement to the employee through the Department of Finance's voucher process (see Travel Expense Statement on p. 11).

REIMBURSABLE TRAVEL EXPENSES

Transportation

- Common Carrier (Air, Train, Bus)
 - All reservations and ticket purchases must be made through CorpTrav, for all funding sources (e.g. grants and third party) unless otherwise approved by OBM.
 - Reservations and ticket purchases should be made as far in advance as possible to take advantage of any available discounted fares. Tickets should not be booked, however, until OBM has approved the Travel Request.
 - Tickets are to be booked at the most economical fare available that meets the requirements of the traveler's agenda.
 - No traveler may select tickets on a specific carrier or airport for any reason while on City business, unless it is the most economical fare.
 - First-class and business tickets are prohibited.
 - Electronic tickets are the only acceptable delivery method of tickets unless this option is not available. CorpTrav will advise on an alternative if electronic tickets are not an option.
 - Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to OBM approval.
- City-issued Vehicles
 - Employees traveling on City business within a 200-mile radius of Chicago should obtain a City-issued vehicle.
 - Employees traveling on City business in a City-issued vehicle are entitled to reimbursement for gas, parking and toll expenses but not mileage reimbursement. Original itemized receipts must be provided for all expenses.

CITY OF CHICAGO TRAVEL POLICY

- A City-issued vehicle can be obtained through the Department of Fleet and Facility Management (2FM). Refer to the Department of Fleet and Facility Management's Vehicle and Equipment Policy for more information. The document is posted on the 2FM's intranet site. A copy of the policy is also available on SharePoint in the Travel Request Document Library.
 - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. **Absolutely no exceptions will be made.**
- Personal Vehicles
- Use of personal vehicles for business travel is prohibited without prior approval from OBM. Employees are required to use City-issued vehicles for business travel, and may only use personal vehicles when City-issued vehicles are not available.
 - When using a personal vehicle, employees must meet all applicable insurance requirements of the City, including the appropriate levels of insurance coverage and the naming of the City of Chicago as an 'Additional Insured' for business purposes. The employee must provide this documentation to the travel coordinator within the department prior to the start of the trip. Employees must carry evidence of the insurance when traveling.
 - For mileage reimbursement, refer to the Department of Finance's Local Mileage Reimbursement & Other Local Transportation Policy found on the intranet. A copy of the policy is also available on SharePoint Travel Request Document Library.
 - The current mileage reimbursement rate can be found in the Rates section of this Policy (see chart on p. 9) or in the applicable Collective Bargaining Agreement.
 - Mileage reimbursement should not exceed the cost of an economy class airfare or train.
 - Parking and toll expenses will be reimbursed separately from mileage reimbursements with original receipts.
 - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. **Absolutely no exceptions will be made.**
- Car Rental
- Car rental is not allowed within the Chicago Metropolitan area. City vehicles obtained through the Department of Fleet and Facility Management should be reserved for such travel. Refer to the Department of Fleet and Facility Management's Vehicle and Equipment Policy. The document is posted on the department's intranet site. A copy of the policy is also available on SharePoint in the Travel Request Document Library.
 - Car rental is a reimbursable expense only when there is no other transportation available or the distance between airports, lodging, and/or meeting site(s) makes public transportation, taxi or other modes of transportation impractical.
 - Car rental will be reimbursed at the compact car rate unless the need for a larger car can be justified.
 - Daily rental rates, taxes, surcharges, gas and car rental insurance are all considered reimbursable items.
 - Only one car rental will be allowed per trip. This includes trips with multiple travelers unless previously authorized by OBM.
 - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. **Absolutely no exceptions will be made.**

CITY OF CHICAGO TRAVEL POLICY

Ground Transportation

- Ground transportation cost is reimbursable up to the maximum rate as outlined in the Rates section of this Policy (see chart on p. 9).
- The ground transportation rate covers the full trip costs (not daily).
- Ground transportation includes public transportation, shuttles, taxis, and livery service.
- Shuttle service or public transportation is encouraged. Livery service may be used if the cost is less than the cost of a taxi service or other means of transportation.
- Gratuity for ground transportation is the sole responsibility of the traveler and is not reimbursable.

Lodging

- The cost of a standard hotel room is reimbursable up to the maximum daily rate as outlined in the Rates section of this Policy (see chart on p. 9), exclusive of applicable taxes.
- Employees may stay at higher priced hotels, but will receive reimbursement up to the maximum daily rate for the applicable city group if a lower priced hotel is available within a reasonable distance.
- The maximum daily rate can only be exceeded with prior approval from OBM if the "conference hotel" or a lower priced room is not available within a reasonable distance.
- Hotel lodging within the Chicago metropolitan area is not a reimbursable expense.
- All personal expenses must be paid for separately or deducted from the lodging bill before it is submitted for reimbursement.
- When a third party is responsible for hotel accommodations, every effort should be made to have the third party reserve and pay for the hotel expenses directly.

Meals Per Diem

- The cost for meals is reimbursable up to the maximum daily rate as outlined in the Rates section of this Policy (see chart on p. 9). Travel allowance covers meal costs from the point of departure from Chicago through arrival back in Chicago.
- Travelers are only allowed 75% of the per diem allowance on the first and last days of travel. A full day per diem may be reimbursable when departure or arrival times require an early morning departure or evening arrival to meet the business travel agenda.
- Travelers are only allowed 75% of the per diem allowance for travel that does not require an overnight stay.
- The traveler will only be reimbursed for original itemized receipts submitted, which support the actual expenditures, not to exceed the per diem allowance.
- If meals are included in registration fees, the traveler will not be reimbursed for pre-paid meals.
- Original itemized receipts are required for reimbursement.

Additional Expenses

- **Business-Related Expenses**
Business-related expenses incurred while on City travel may be reimbursed at the discretion of the department head. The following are examples of allowable reimbursable business expenses, if such services are required to execute a City business requirement:
 - Internet connections
 - Sending or receiving faxes
 - Photocopying
 - Express mail services

CITY OF CHICAGO TRAVEL POLICY

- Laundry
 - Employees traveling on City business for three or more consecutive days are entitled to reimbursement for laundry expenses up to a maximum of \$10 per three-day period beginning with the fourth day
- Airline baggage fees
 - Only employees traveling on City business for three or more consecutive nights, or require additional baggage for displays, are entitled to reimbursement for baggage fees.

Conference and Registration Fees

- Registration fees should be charged to the department's education and professional development accounts (.0169) unless travel is required under a specific funding source.
- Every effort should be made to take advantage of early registration or group rate discounts.

NON-REIMBURSABLE TRAVEL EXPENSES

Non-reimbursable expenses include, but are not limited to, the following:

- Additional charges for hotel or room upgrades or special "club" floors
- Alcoholic beverage(s)
- Airline baggage fees for stays of two nights or less
- Coat check services
- Costs associated with extended stays (including transportation)
- Costs associated with ticket changes not pre-approved by OBM
- Entertainment, including but not limited to in-room movies
- Late check-out and any guarantee charges
- Non-itemized receipts
- Other expenses of a purely personal nature and not listed as reimbursable in these guidelines
- Parking or moving violation tickets
- Personal services (e.g. health club, massage, personal maintenance)
- Spousal or other family expenses
- Toiletries
- Travel accident insurance

TRAVEL REIMBURSEMENT

- No employee may receive direct reimbursement for third party travel. Third parties should pay directly to the City for reimbursement to employees.
- Upon return, the traveler must submit the following documentation to the Department of Finance for reimbursement:
 1. A completed payment voucher
 2. A Travel Expense Statement
 3. A Travel Request Final Approval Printout
 4. Original itemized receipts
- The traveler will only be reimbursed for original itemized receipts submitted, which support the actual expenditures, not to exceed the allowances approved by OBM prior to travel.

CITY OF CHICAGO TRAVEL POLICY

- If there is a disputed reimbursement, a representative from the Department of Finance will contact the department to resolve the outstanding matter. If it is not resolved in a timely manner, the undisputed portion will be reimbursed along with an explanation and instructions on how to resolve the outstanding amount.

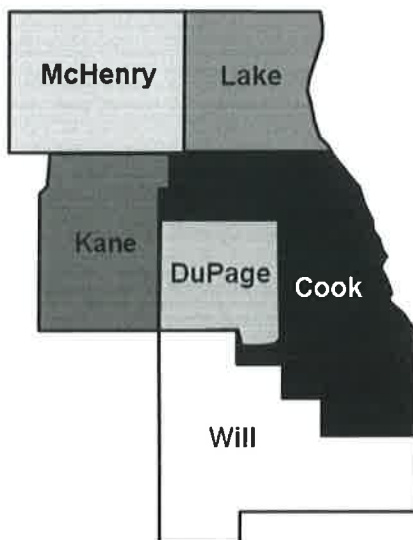
TRAVEL FOR CONSULTANTS OR NON-EMPLOYEES

- Travel by consultants or contractors engaged by the City should adhere to the City of Chicago Travel Policy. Travel expenses should be included in the contract price and billed as required by the contract.
- Travel by non-employees at the invitation of the City must be approved in advance by the Mayor's Chief of Staff and adhere to the City of Chicago Travel Policy. Reimbursement will be for actual expenses within the per diem rate schedule (not a flat per diem).

INTERNATIONAL TRAVEL

- All requests for City travel outside the continental United States must be submitted to OBM as far in advance as possible, but at least twenty-one (21) days prior to the date of travel.
- International travel will require additional review and approval by the Mayor's Office Chief of Staff prior to travel.
- Travelers should convert all foreign expenses to U.S. currency prior to submitting a Travel Expense Report. Official documentation of the exchange rate at the time of travel (e.g. bank receipt) must accompany all original itemized receipts.
- The City is not obligated to reimburse employees for travel expenses that do not comply with the travel Policy or not approved by OBM before the travel begins.

CHICAGO METROPOLITAN AREA



CITY OF CHICAGO TRAVEL POLICY

TRAVEL REIMBURSEMENT RATES

Reimbursement rates are categorized by relative travel costs associated with certain cities. For cities not listed, please use Group 5 reimbursement rates.

	GROUP 1 CITIES	GROUP 2 CITIES	GROUP 3 CITIES	GROUP 4 CITIES
	Boston, MA Los Angeles, CA Miami, FL New York, NY & Metro Areas San Francisco, CA Washington, DC & Metro Areas	Atlanta, GA Baltimore, MD Chicago, IL Dallas, TX Philadelphia, PA San Jose, CA Seattle, WA White Plains, NY	Cleveland, OH Denver, CO Detroit, MI Honolulu, HI Indianapolis, IN Las Vegas, NV Madison, WI Memphis, TN New Orleans, LA Orlando, FL Phoenix, AZ Portland, OR San Diego, CA Springfield, IL St Louis, MO Tampa, FL	Columbus, OH Hartford, CT Kansas City, MO Louisville, KY Milwaukee, WI Nashville, TN Pittsburgh, PA
				GROUP 5 CITIES International Other
LODGING *	\$250	\$225	\$150	\$125
TRANSPORTATION **				
AIR:	Coach Economy	Coach Economy	Coach Economy	Coach Economy
RAIL:	Economy	Economy	Economy	Economy
PERSONAL CAR:	\$.54/mile	\$.54/mile	\$.54/mile	\$.54/mile
GROUND TRANSPORTATION ***	\$55	\$50	\$45	\$40
PER DIEM ****	\$65	\$60	\$55	\$50

- * Maximum daily rate excludes applicable taxes. Taxes will be included in the reimbursement.
- ** 2016 Rate. Mileage reimbursement follows the rate determined by the Internal Revenue Service.
- *** Ground Transportation rate covers the full trip; including parking at point of departure.
- **** Per diem includes tax and gratuity. 75% of the per diem rate on the first and last days of travel.

CITY OF CHICAGO TRAVEL POLICY

TRAVELER CERTIFICATION FORM

City of Chicago



Traveler Certification Form

With regard to my trip described in the attached Travel Request, I certify to the following:

- I have reviewed the City of Chicago Travel Policy.
- The purpose of this trip meets the general requirements for approved travel set forth in the City of Chicago Travel Policy.
- The purpose of this trip cannot be fulfilled locally.
- This trip is not routine local travel or local travel related to the performance of my regular job duties.
- I am taking this trip for the purposes identified in the Travel Request.
- I have made all applicable travel arrangements through the City's designated travel management agency.
- I have made appropriate effort to secure the most economical means of travel.

Traveler Name (Print)

Date

Traveler Signature

FORM OF 2012 FINAL

CITY OF CHICAGO TRAVEL POLICY

TRAVEL EXPENSE STATEMENT

TRAVEL EXPENSE STATEMENT

Department Submit to Comptroller's Audit Section

Employee:		Phone:		Employee Title:						
Contact:		Phone:		Travel Dates: From: To:						
Dept. #		Purpose/Location of trip:								
Funding Code:										
Date	Common Carrier (Air, Train)	Ground	Transportation Vehicle			Parking & Toll	Room & Taxes	Meals	Miscellaneous*	Total Expenses
			Personal Mileage Reimbursement	City Gas	Rental Reimbursement					
*Explanation of Miscellaneous Expenses										
Total Expenses										
Less Advance										
Less Prepaid Expenses										
Balance Due City										
Balance Due Employee										
I hereby certify that this Travel Expense Statement is in accordance with the policies and procedures of the City of Chicago. All receipts included are original.						Approving Finance Director or Designee _____ Date _____ Dept. Head/Approving Official Signature _____ Date _____				
Employee Signature _____						Date _____				



December 20, 2016

The City of Chicago
Department of Finance
City Hall
121 N LaSalle Room 806
Chicago IL 60602

Re: Chicago Department of Public Health
Agreement: FP064877-01-PR

Dear Administrator:

The undersigned has responsibilities in managing the insurance programs for the University of Chicago. As respects to the Certificates of Insurance for Professional and Commercial General Liability, the University self-insures this coverage with a \$1M limit and no aggregate.

Be advised that the University of Chicago's self-insured coverage tracks with the terms of commercial insurance of the same description. Moreover, the University maintains actuarially determined reserves determined by a third party to pay claims under the self-insurance program. Finally, this self-insurance program is structured to provide both fiscal protection and indemnification as though commercial insurance were in place.

The University's financial statements are public information and can be found at the link below:

<http://finserv.uchicago.edu/reporting/statements.shtml>

The University agrees to treat the City of Chicago, as if it was an 'additional insured' under traditional commercial insurance. The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City.

Please feel free to contact the undersigned at (773) 702-1951, if you require any further information.

Sincerely,

Candy Walters

Candy Walters, Risk Management Analyst
6054 S Drexel Suite 303
Chicago, IL 60637
Direct: 773-702-1951
cwalters@uchicago.edu
<http://rmas.uchicago.edu/>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 018695-ALL-GXW-16-17	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED THE UNIVERSITY OF CHICAGO 6054 S. DREXEL AVE CHICAGO, IL 60637-2612	INSURER A : Self Insured		
	INSURER B : United Educators Insurance, A Reciprocal RRG		10020
	INSURER C : Safety National Casualty Corp.		15105
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** CHI-005544620-07 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SELF-INSURED	07/01/2016	07/01/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			GLX201600068000 SUBJECT TO \$1,000,000 UNDERLYING RETENTION	07/01/2016	07/01/2017	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	SP 4051139 SUBJECT TO \$1,000,000 SIR	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input checked="" 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

THE UNIVERSITY OF CHICAGO
 6054 S. DREXEL AVE
 CHICAGO, IL 60637-2612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 100669

Certificate Printed on: 12/20/2016

Date of This Filing:12/20/2016 10:32 AM

Original Filing Date:12/20/2016 10:32 AM

Disclosing Party: The University of Chicago
Filed by: Michael R Ludwig

Title:Associate Vice President for Research
Administration

Matter: Connect 4 Tots

Applicant: The University of Chicago

Specification #:

Contract #:

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

A copy of the EDS may be viewed and printed by visiting <https://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

[Print](#)

Municipal Code of Chicago

**CHAPTER 2-112
BOARD OF HEALTH**

- 2-112-010 Establishment – Membership and organization.**
- 2-112-020 Powers and duties.**
- 2-112-030 Commissioner – Administrative authority.**
- 2-112-040 Compensation.**
- 2-112-050 Meetings – Quorum.**
- 2-112-060 Delegation of president's authority.**
- 2-112-070 Power to arrest violators.**
- 2-112-080 Police powers.**
- 2-112-090 Members held harmless for official acts.**
- 2-112-100 Implementation of health regulations.**
- 2-112-110 Emergency rules and regulations.**
- 2-112-120 Citizen's objections.**
- 2-112-130 Report of disease occurrence.**
- 2-112-140 Health system planning.**
- 2-112-150 Grants and other agreements.** *pg 6 out of 15*
- 2-112-160 Commissioner – Additional powers and duties.**
- 2-112-165 Transfer of rights, powers and duties.**
- 2-112-170 Commissioner – Communicable disease control procedures.**
- 2-112-180 Immunization treatment and vaccination.**
- 2-112-190 Compulsory vaccination limitations.**
- 2-112-200 Disinfection of premises.**
- 2-112-210 Power to order vacation of premises.**
- 2-112-220 Health and safety hazards – Investigation authority.**
- 2-112-230 Health-related agreements with the Chicago Board of**

Education and other City of Chicago schools.**2-112-233 Health-related agreements authorized under the National and Community Services Trust Act.****2-112-235 Agreements for health screening and diagnostic services.****2-112-240 Clinical health services agreements.****2-112-241 Tuberculosis clinical services.****2-112-250 Chronic disease detection and treatment programs.****2-112-260 Emergency cardiopulmonary resuscitation – Liability limitations.****2-112-270 Contaminated food or beverage controls.****2-112-275 Illinois Swimming Pool and Bathing Beach Act.****2-112-280 Publication of health information.****2-112-290 Records and forms.****2-112-300 Fees and charges.****2-112-310 Impersonation of department personnel prohibited.****2-112-320 Failure to report disease occurrence.****2-112-330 Violation of recordkeeping provision.****2-112-340 Violation of rules and regulations.****2-112-010 Establishment – Membership and organization.**

There is hereby established a board of health. The board shall consist of nine members, one of whom shall be the president of the board and one the secretary of the board. The president of the board shall be a physician, duly licensed to practice medicine. The mayor, with the approval of the city council, shall appoint the president of the board of health and each of the other members of said board. The board shall appoint one of its members as secretary.

(Prior code § 9-1 (a))

2-112-020 Powers and duties.

It shall be the duty of the board of health to be well informed regarding all matters affecting the health of the citizens of Chicago. It shall formulate policies and otherwise advise the mayor of the city and the commissioner of health on all health issues.

(Prior code § 9-1 (b))

2-112-030 Commissioner – Administrative authority.

All matters pertaining to the administration of the staff of the board of health and the proper

protection and promotion of public health shall be in charge of a commissioner of health, who shall either be a physician, duly licensed in Illinois, or have an advanced degree in a field related to public health and professional experience in public health administration or hospital administration. If the commissioner is not a physician, at least one deputy commissioner of the department of health shall be a physician, duly licensed to practice in Illinois. The commissioner, and one or more deputy commissioners, shall be appointed by the mayor. The commissioner of health, the deputy commissioners of health, and the staff under their direction shall be an executive department, which shall be known as either the department of health of the City of Chicago or the department of public health of the City of Chicago and shall function under the direction of and be responsible to the mayor of the City of Chicago.

(Prior code § 9-1(c); Amend Coun. J. 3-21-90, p. 13545; Amend Coun. J. 6-28-00, p. 36752, § 3)

2-112-040 Compensation.

The president of the board of health shall be paid the salary provided for in the annual appropriation ordinance. The other members of the board shall serve without compensation.

(Prior code § 9-2)

2-112-050 Meetings – Quorum.

It shall be the duty of the board of health to hold regular meetings at least once in each month, for which provision shall be made by the rules of the board. Special meetings may be held upon call of the president or of the other members of said board. The president of the board of health shall preside at its meetings. Action of the board shall be governed by a majority vote of members present. A quorum of five members is required for any official action, whether or not there are vacancies in board membership.

(Prior code § 9-3)

2-112-060 Delegation of president's authority.

The board of health, by official action and record thereof, shall have power to delegate the authority of the president of the board during his absence from duty to another member of the board. The person so designated shall have and exercise the authority of the president.

(Prior code § 9-4)

2-112-070 Power to arrest violators.

The president of the board of health, the secretary of the board of health, the commissioner of health, the assistant commissioners of health, and all physicians, employees or inspectors who may be designated by the board of health shall have the right to arrest or cause to be arrested any person who violates any of the health provisions of this Code.

(Prior code § 9-5)

2-112-080 Police powers.

The commissioner of health shall have the power to exercise the general police power of the City of Chicago to correct, by whatever means are necessary, any health hazard that presents an

immediate risk to the life or health of one or more citizens of the City of Chicago.

(Prior code § 9-6 (a))

2-112-090 Members held harmless for official acts.

The members of the board of health, the commissioner of health and any employee acting under the commissioner's direction, shall be held harmless for any official act performed in accordance with and under the authority of this chapter.

The City of Chicago shall represent and pay all costs, fees, settlements or verdicts associated with any claim or lawsuit filed against a volunteer health professional acting under the commissioner's direction, or against a physician or dentist acting under the commissioner's direction pursuant to a contract, if the claim or lawsuit arises out of duties associated with the department of health and within the scope of those duties. However, the City of Chicago shall not pay any costs, fees, settlements or verdicts associated with a claim or lawsuit filed against a physician or dentist acting under the direction of the commissioner of health pursuant to a contract if the incident upon which the claim or lawsuit is based occurred more than 90 days following the date upon which the aforementioned contract was entered into.

(Prior code § 9-6 (b); Amend Coun. J. 9-11-91, p. 4641; Amend Coun. J. 8-4-93, p. 36046)

2-112-100 Implementation of health regulations.

The board will formulate regulations for the implementation of health ordinances when in its opinion these are necessary, or are required pursuant to ordinance. Upon passage of these regulations and publication of a notice of their passage in a newspaper of general circulation, and the expiration of ten days, these rules and regulations shall have the effect of law. The publicized notice shall contain a brief description of the regulations and state the location where the full text of the regulations is available for public inspection. Upon request of any citizen the board shall hear objections and suggestions regarding regulations. The board may hold formal and informal hearings prior to the passage of regulations as it deems necessary. All meetings and hearings shall be open to the public.

(Prior code § 9-7; Amend Coun. J. 3-10-99, p. 91043)

2-112-110 Emergency rules and regulations.

In case of communicable or epidemic disease or of danger from anticipated or impending communicable or epidemic disease, or in case a sanitary condition of the city shall be of such a character as to warrant it, it shall be the duty of the said board of health to make such rules and regulations and to take such measures and to do, and order to be done, and cause to be done, such acts for the preservation of the public health (though not herein or elsewhere or otherwise authorized) as it may in good faith believe and declare the public safety and health demand. All such rules and regulations so declared by the said board of health to be emergency rules and regulations shall take effect immediately, even if not yet published, but as soon as may be after the promulgation of the same, the said emergency rules and regulations shall be published, with notice that they are in force in the city.

(Prior code § 9-8 (a))

2-112-120 Citizen's objections.

Actions taken pursuant to this authority shall be reported to the board at the first meeting following the event at which time the board will hear any citizen's objection to the actions. It will confirm all actions to which there are no objections and in the event of objection shall approve, modify or rescind the commissioner's action as it deems appropriate.

(Prior code § 9-8 (b))

2-112-130 Report of disease occurrence.

The board of health, on its own initiative or upon the recommendation of the commissioner of health, shall determine from time to time what disease occurrence shall be reported to the department of health. All physicians shall report these diseases upon their occurrence, when the board of health so directs. Where a disease occurrence shall be identified, whether in a hospital or institution, the responsibility for reporting shall be placed on the head of that institution or upon the attending physician depending upon the bylaws of said institution. In the event that there is no provision by bylaw, both parties shall be responsible.

(Prior code § 9-9)

2-112-140 Health system planning.

The board of health shall perform the function of planning all aspects of health systems within its jurisdiction. This may be accomplished by employing a staff of persons competent in this function or by contract or agreement using the resources of another department of city government or by contract or agreement with a suitable health planning agency or a combination of the three.

The board of health shall have the power to make the Chicago health plan a part of the plan for a larger geographical area and to this end may contract or enter into agreements with other units of government. The commissioner of health, with the approval of the mayor, is authorized to institute such procedures as he finds necessary to implement the health planning approved by the board. These may include, but will not be limited to the requirements for a Chicago board of health certificate of necessity for location and construction of new health facilities, remodeling of old facilities or determination of the kinds of ambulatory services to be conducted in the city and the extent of the services to be rendered as well as the requirements of equipment, and professional qualifications of staff.

(Prior code § 9-10)

2-112-150 Grants and other agreements.

(a) The commissioner shall have the power to (i) apply for gifts and grants of services, equipment, supplies, materials, or funds from the United States, the State of Illinois, other government entities, their agencies or officers, or from any person, foundation, association, not-for-profit corporation, firm or corporation, and (ii) to enter into contracts and agreements resulting in gifts or grants from these and other sources. The commissioner shall notify the mayor, the budget director, and the comptroller of each such action. The commissioner shall have the power to expend such receipts on projects that implement the policies of the department of health, provided that all expenditures of grant and/or contract funds shall be subject to the same policies

and practices as the expenditure of corporate funds, including the provisions of career service rules.

(b) The commissioner shall have the power to (i) make grants or subgrants of duly appropriated funds, (ii) make grants or subgrants of personal property including, but not limited to, vaccines, HIV testing kits and condoms, (iii) execute or amend grant or subgrant agreements to effectuate the purposes of this subsection (b), and (iv) execute such documents and provide any information, assurances or certifications necessary or appropriate to effectuate the purposes of this subsection (b).

(c) The commissioner shall encourage and conduct such studies, investigations and research as in his judgment will promote and improve public health. Such activity may be carried out jointly with public or private entities. In furtherance thereof, the commissioner shall have the power to enter into agreements with public and private entities for the sharing and other use of public health-related data. Any such agreements shall comply with applicable law governing privacy. In order to effectuate such agreements, the commissioner is authorized: (i) subject to the availability of duly appropriated funds, to pay application, processing, and other fees, and (ii) to execute ancillary documents and provide ancillary information, assurances or certifications.

(d) The commissioner shall have the power to enter into contracts with health plans, insurance companies, and managed care entities for reimbursement for health care services provided by the department, including clinical, planning, data analysis, care coordination, quality improvement, and data sharing.

(Prior code § 9-11; Amend Coun. J. 2-15-12, p. 20494, § 1; Amend Coun. J. 1-17-13, p. 45270, § 1; Amend Coun. J. 1-21-15, p. 101757, § 1)

2-112-160 Commissioner – Additional powers and duties.

The commissioner of health shall have the following powers and duties:

(a) Public health related powers and duties:

(1) To enforce all the laws of the state and provisions of this Code in relation to matters pertaining to the public health and sanitary conditions of the city, including Section 8-16-024;

(2) To enforce all regulations of the board of health or any other federal, state or local authority with power to make regulations concerning the public health;

(3) To cause all nuisances affecting the health of the public to be abated with all reasonable promptness;

(4) To determine when a disease is communicable or epidemic, and establish quarantine regulations whenever it is deemed necessary;

(5) To enforce Section 4-4-332, Article VIII of Chapter 7-28 and all other code provisions applicable to bed bugs;

Editor's note - Per Coun. J. 6-5-13, p. 55787, § 6, paragraph (a)(5) becomes effective on 12-2-13.

(6) To enter into contracts with hospitals and healthcare facilities within the city to allow medical directors employed by the department to provide clinical services and/or care at such

hospitals and facilities for the purpose of enabling such employees to maintain clinical skills and/or certifications related to their position at the department. Such contracts shall be subject to approval of the corporation counsel as to form and legality.

For the purpose of carrying out the requirements of this Code, relating to the public health and the function of the commissioner of health the commissioner of health or anyone authorized to act for him shall be permitted at all times to enter into any structure in order to make a thorough examination to determine the presence or absence of health hazards.

(b) Environmental protection powers and duties:

(1) To supervise the execution of and implement all laws, ordinances, rules and regulations pertaining to environmental protection and control as provided in Chapter 11-4 of the Municipal Code of Chicago;

(2) To institute necessary proceedings to prosecute violations of Chapter 11-4, and all other provisions of this Code which the commissioner of health is expressly authorized to enforce, and otherwise to compel the prevention and abatement of the issuance of smoke or gases, solids or liquids or other matter causing air or water pollution, and nuisances arising therefrom;

(3) To examine and approve the plans of fuel-burning, combustion or process equipment, devices, or areas, furnaces, and smoke prevention, air pollution, water pollution devices installed, constructed, reconstructed, repaired or added to in any building, location or on any premises within the City of Chicago as herein provided to assure that they are in accordance with the requirements of Chapter 11-4;

(4) To make inspections of newly installed, constructed, reconstructed, repaired or altered fuel- burning, combustion or process equipment, devices, or areas, furnaces, and smoke prevention, air pollution, water pollution control devices, storage tanks and waste handling facilities, and to make annual or periodic inspections to determine whether compliance is being had with the provisions of Chapter 11-4;

(5) To investigate complaints of violations of Chapter 11-4 and to make inspections and observations of environmental conditions;

(6) To issue rules and regulations necessary or proper for the implementation of environmental ordinances and to accomplish the purposes of Chapter 11-4, and to publish a code of recommended practices under which Chapter 11-4 of this Code is to be administered providing with clarity and in detail the necessary information by which the public is to be guided and to establish standards of quality. The commissioner shall not enact any rule, regulation or standard pursuant to this subsection until a public hearing is held on such rule, regulation or standard or until an opportunity for the public to submit their comments in written form is provided. The commissioner shall give not less than ten days notice of the time and place of any hearing by publication in a newspaper of general circulation published within the city. In the event that written comments are solicited, public notice shall be given by mailing a notice of the solicitation of written comments to all persons who have filed a request with the department of health for notice of the commissioner's intention to issue such rules, regulations or standards. The commissioner shall accept written comments for a period of not less than 30 days from the date of the notice. Notices of all public hearings shall also be sent to persons who file such a request for

notice with the department. Notices of public hearings and solicitations of written comments shall also be posted on a bulletin board erected in the offices of the department of health in an area which is accessible to the public. However, the commissioner shall have the power to make reasonable administrative and procedural regulations or rules interpreting or clarifying the requirements which are specifically prescribed in this chapter and Chapter 11-4, without notice, hearing or solicitation of written comments;

(7) To publish adopted rules and regulations or standards and the code of recommended practices in a convenient form;

(8) To prepare and maintain a record of all orders issued by the department;

(9) To issue all permits, certificates, notices or other documents required under the provisions of Chapter 11-4;

(10) To issue an emergency or a non-emergency cessation order or an emergency or a non-emergency abatement order in accordance with the provisions of Section 11-4-025 of this Code;

(11) To enforce the provisions of Section 15-28-755 of this Code;

(12) To encourage and conduct studies, investigations and research, including joint cooperative investigation and research with public and private agencies and organizations, relating to the environmental protection authorities conferred on the commissioner pursuant to subsection (b) of this section, as the commissioner may deem advisable and necessary;

(13) To advise, consult and cooperate with other agencies of the state and federal governments, and other governmental agencies to advance environmental protection in furtherance of the purposes of chapter 11-4 of this Code;

(14) To enter into grant agreements, cooperation agreements and other agreements or contracts with governmental entities, private business and civic and community groups to implement the environmental protection powers and duties conferred on the commissioner pursuant to subsection (b) of this section, and to implement pharmaceutical and other waste disposal programs, as the commissioner may deem advisable and necessary, and to enter into and execute all such other instruments and to perform any and all acts, including the allocation and expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with the implementation of such agreements, including any renewals thereto;

(15) Subject to the approval of the corporation counsel, to negotiate and execute on behalf of the city a lease, right of entry or other agreement authorizing the city to use or occupy, on a temporary basis, land owned or controlled by another for purposes of conducting an inspection, investigation or other activities authorized in subsection(b) of this section;

(16) To participate or otherwise engage in the city's emergency preparedness and emergency response activities.

(c) To do any and all other acts which may be necessary for the implementation of other powers conferred on the commissioner under this Code.

(Prior code § 9-12; Amend Coun. J. 6-28-00, p. 36752, § 3; Amend Coun. J. 11-16-11, p. 13798, Art. II, § 4; Amend Coun. J. 1-17-13, p. 45270, § 1; Amend Coun. J. 6-5-13, p. 54715, § 1;

Amend Coun. J. 6-5-13, p. 55787, § 1)

2-112-165 Transfer of rights, powers and duties.

The commissioner and the department of health shall assume all rights, powers, duties, obligations and responsibilities of the former commissioner and department of the environment related to permitting and enforcement, including:

- (a) All personnel, books, records, property and funds related to permitting and enforcement;
- (b) The administration of any federal, state, local or private grant or loan programs, except to the extent prohibited by the grantor or grant agreement, related to permitting and enforcement; and
- (c) The rights and duties under existing contracts, appropriations, grant agreements, redevelopment agreements, leases, indentures or other agreements or ordinances related to permitting and enforcement.

All rules or regulations issued by the former commissioner of the environment relating to permitting and enforcement, in effect as of January 1, 2012, shall remain in effect until amended or repealed by the commissioner of health.

(Added Coun. J. 11-16-11, p. 13798, Art. II, § 4)

2-112-170 Commissioner – Communicable disease control procedures.

The commissioner of health may cause all persons reported to it as having, or suspected of having a communicable disease, to be examined, and may impose such restrictions upon, and exercise such supervision over such persons as shall be necessary to protect other persons. To aid in securing the isolation of a person having, or suspected of having, a communicable disease, the board of health may cause a notice of the disease to be placed upon or near the house, apartment, or building in which the person is sick. No person shall deface, alter, conceal, mutilate, destroy, or tear down, any such notice without permission from the board of health, and every occupant of the house, apartment, or building upon which, or near which, the notice is placed, shall be responsible for the removal of the notice. The board of health may cause a person having, or suspected of having, a communicable disease to be removed to a hospital or other safe place. The board of health may cause a person having or suspected of having, a communicable disease to be provided with suitable nurses and medical attention, at his own expense if he is able to pay for the same, but if not, then at the expense of the city.

(Prior code § 9-13)

2-112-180 Immunization treatment and vaccination.

The department of health shall keep on hand at all times, so far as is practical, a sufficient quantity of antitoxin, vaccines and biological to permit the treatment or immunization of any person who may apply for treatment or immunization. No charge shall be made for treatment with antitoxin or by immunization and the commissioner of health shall issue a certificate of immunization to any child who shall have been immunized and who shall require such a certificate for admission to a public or private school.

(Prior code § 9-14)

2-112-190 Compulsory vaccination limitations.

The board of health shall not pass any regulation which will compel any person to submit to immunization or to any medication against his will or without his consent, or in the case of a minor or other person under disability, without the consent of his parent, guardian, or conservator, except when there shall be an epidemic of a disease, or an epidemic is or appears to be imminent, and such a rule or regulation is necessary to arrest the epidemic and safeguard the health of the city.

(Prior code § 9-15)

2-112-200 Disinfection of premises.

The department of health shall have power to cause any building or any premises to be cleansed, disinfected, or closed to visitors and prevent persons from entering thereto while any such building or premises contains any person having communicable disease. The board of health may direct any nuisance to be abated, or unwholesome matter or substance to be removed from any building or premises, and may prescribe the time and mode of doing so, and take any other measures it may deem necessary and proper to prevent the spread of any communicable disease.

(Prior code § 9-16 (a))

2-112-210 Power to order vacation of premises.

The department of health shall have the power and is hereby authorized to cause the vacation of buildings and/or premises where such buildings or premises, or any portion thereof, are found to be unfit for human habitation from any of the conditions deemed as health, safety or environmental hazards.

(Prior code § 9-16 (b))

2-112-220 Health and safety hazards – Investigation authority.

The department of health is hereby authorized to investigate all premises where business and/or manufacturing is carried out for the purpose of determining that such premises are free from health and safety hazards which might affect the health and safety of persons employed therein or of the general public who may enter such premises.

(Prior code § 9-16 (c))

2-112-230 Health-related agreements with the Chicago Board of Education and other City of Chicago schools.

The commissioner of health is authorized to negotiate and execute, with the Chicago Board of Education, intergovernmental agreements for the promotion and/or protection of public health. The commissioner of health is also authorized to negotiate and execute, with the board of directors or governing body of any entity managing, controlling or operating any secular or non-secular elementary, middle or secondary school within the City, agreements for the provision, by or through the department of health, of dental services to students at such schools. The commissioner is authorized to perform any and all acts, including the expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with the implementation of such agreements, including any renewals thereto, and including provisions providing

indemnification.

(Added Coun. J. 5-13-09, p. 61085, § 1; Amend Coun. J. 5-6-15, p. 108290, § 1)

Editor's note – Coun. J. 10-3-01, p. 68130, § 1, repealed former § 2-122-230, which pertained to communicable disease hospitals.

2-112-233 Health-related agreements authorized under the National and Community Services Trust Act.

The Commissioner of Health is authorized to negotiate and execute agreements, with appropriate persons or entities, including, but not limited to, the Public Health Institute of Metropolitan Chicago, in connection with the implementation of programs authorized under the National and Community Services Trust Act of 1993, codified at 42 USC 12651, et seq. Such agreements shall contain terms and conditions that the commissioner deems to be appropriate. The commissioner is authorized to perform any and all acts, including the expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with the implementation of such agreements, including any renewals thereto, and including provisions providing indemnification. If, pursuant to any such agreement, the Department of Health will act as a host site for a national service volunteer, such agreement shall be subject to review and approval by the inspector general, or the inspector general's designee, for compliance with the provisions of the City's hiring plan, as defined in subsection (a) of Section 2-56-035, and related policies and procedures.

(Added Coun. J. 7-24-13, p. 57873, § 1)

2-112-235 Agreements for health screening and diagnostic services.

The commissioner of health is authorized to negotiate and execute, with public or private entities, agreements to provide health screening and other diagnostic services for clients whose health care is being managed by the department of health, and to perform any and all acts, including the expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with the implementation of such agreements, including any renewals thereto, and including provisions providing indemnification.

(Added Coun. J. 4-18-12, p. 23663, § 1)

2-112-240 Clinical health services agreements.

The commissioner of health is authorized to negotiate and execute agreements with hospitals, community health centers and other health care providers for the provision of certified nurse midwifery and pulmonary services within department health centers and clinics, such agreements to contain such terms and conditions as the commissioner deems necessary. The commissioner is authorized to perform any and all acts, including the expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with the implementation of such agreements, including any renewals thereto, and including provisions providing indemnification.

This section shall be repealed on January 1, 2017. Such repeal shall not affect the validity of agreements entered into and other actions undertaken pursuant to this section prior to such repeal.

(Added Coun. J. 9-8-10, p. 99157, § 1; Amend Coun. J. 3-9-11, p. 113566)

Editor's note – Coun. J. 5-24-06, p. 76974, § 1, repealed a former § 2-112-240, which pertained to an alcoholism

rehabilitation center.

2-112-241 Tuberculosis clinical services.

The commissioner of health is authorized to negotiate and execute agreements with the County of Cook for the provision of tuberculosis clinical services by the Cook County Health and Hospital System. Such agreements shall contain terms and conditions as are customary in such agreements, including, but not limited to, provisions for indemnification. The commissioner is authorized to perform any and all acts, including the expenditure of funds subject to appropriation therefor, as shall be necessary or advisable in connection with the implementation of such agreements, including any renewals thereto.

(Added Coun, J, 11-16-11, p. 13798, Art. IX, § 3)

2-112-250 Chronic disease detection and treatment programs.

The department of health is hereby authorized to establish suitable detection and treatment programs directed toward the control of chronic diseases, including cancer, heart disease and stroke, diabetes and such other chronic diseases as may hereinafter be deemed capable of control through public screening, diagnostic or treatment programs.

(Prior code § 9-18)

2-112-260 Emergency cardiopulmonary resuscitation – Liability limitations.

Any person who has successfully completed a course of training in cardiopulmonary resuscitation which has been approved by the department of health and who within the City of Chicago, provides emergency cardiopulmonary resuscitation, without fee, to a person who is an apparent victim of acute cardiopulmonary insufficiency, shall not, as a result of his acts or omissions in providing such resuscitation, be liable for civil damages. This section does not apply to acts or omissions amounting to wilful or wanton misconduct in providing such resuscitation.

(Prior code § 9-18.1)

2-112-270 Contaminated food or beverage controls.

The department of health is authorized to investigate and to take such action as may be necessary to control the sale and/or distribution of any food, beverage or other product which is found to be:

- (a) Contaminated with a pathogenic organism;
- (b) Any food, beverage or other product which contains chemical substances which are capable of causing acute or chronic disease and which are deemed to be a hazard to the public health; or
- (c) To take all steps necessary to protect the city from any hazard resulting from the presence of any radioactive substance in or near the city or of any dangerous or hazardous substances released into the atmosphere in the City of Chicago or within a mile of the corporate geographic boundaries of the city.

(Prior code § 9-19)

2-112-275 Illinois Swimming Pool and Bathing Beach Act.

(a) The City of Chicago hereby elects to administer and enforce the Illinois Swimming Pool and Bathing Beach Act.

(b) The provisions of the Illinois Swimming Pool and Bathing Beach Act, as well as all rules and regulations promulgated and amended from time to time by the Illinois Department of Public Health under authority of that Act, are hereby incorporated into this section and made a part hereof. However, unless the context requires otherwise, any reference in that Act or those rules and regulations to the Illinois Department of Public Health shall instead refer to the City of Chicago department of health, and any reference in that Act to the Illinois Director of Public Health shall instead refer to the commissioner of health of the City of Chicago.

(c) The department of health shall take all actions necessary and proper to administer and enforce the Illinois Swimming Pool and Bathing Beach Act and all rules and regulations promulgated thereunder. The department shall impose and collect, on behalf of the city, a license application fee, in the amount specified in Section 6 of the Act, for each application for license renewal; provided that an application submitted by a corporation organized under the General Not-For-Profit Corporation Act of 1986, or an application submitted by the United States, the State of Illinois, or any of their agencies or political subdivisions, shall be exempt from the fee.

(d) Nothing in this section shall affect the requirement for a construction permit issued by the Illinois Department of Public Health under Section 5 of the Act, and nothing in this section shall affect the enforcement of violations of the Act by the State's Attorney or the Attorney General under Sections 21 and 22 of the Act.

(e) If any other provision of this Code, or any provision of any other law, is inconsistent with any provision of the section, the provision of this section shall prevail.

(f) The city clerk shall furnish to the Illinois Department of Public Health a copy of this ordinance and the names and qualifications of city employees required by the Act.

(Added Coun. J. 12-11-96, p. 36358)

2-112-280 Publication of health information.

The department of health is hereby authorized to publish such statistics and information concerning the work of the board and the department, or relating to the health of the community, or methods and means of preventing or curing disease, as it shall deem proper for publication. Such statistics as are published shall, as soon thereafter as is practicable, be sent to the mayor, to each alderman, and to such other persons as the board shall deem advisable.

(Prior code § 9-20)

2-112-290 Records and forms.

It shall be the duty of the department of health to provide the necessary books for keeping a record of all transactions of said department, and such statistical information necessary for the efficient working of said department. The department shall also keep on hand all necessary forms for use by physicians and midwives and shall furnish them with such forms upon application.

(Prior code § 9-21; Amend Coun. J. 12-2-09, p. 78837, Art. 11, § 1)

2-112-300 Fees and charges.

The department of health is hereby authorized and directed to collect fees and make charges, as indicated in this section for the following services:

Medical, Hospital and Related Services. Reasonable compensation based on actual cost, shall be charged and collected from any person who is received, cared for, or treated, and who is able to pay, for occupancy, nursing, care, medicine, laboratory services or attendance in connection with services at any facility maintained and provided by the department of health. Ability to pay shall include third-party payments through insurance or other sources of payment to which the person is entitled. These privileges shall be extended free of charge to residents of the City of Chicago, who are unable to pay for them.

Laboratory Examinations. The rates prevailing in local laboratories shall be charged and collected from neighboring municipal and county authorities for examinations and analyses made in the municipal laboratories.

Reinspections. Unless otherwise specifically provided in this Code, a fee of \$25.00 for the second and each subsequent inspection during a license period of any place, machinery, equipment, vehicle, process or article where necessary to assure compliance with this Code or the regulations of the board.

(Prior code § 9-22; Amend Coun. J. 11-17-93, p. 42192; Amend Coun. J. 3-31-04, p. 20916, § 2.5)

2-112-310 Impersonation of department personnel prohibited.

No person shall falsely assume or pretend to be an officer, inspector, or employee of the department of health. Nor shall any person not authorized by the department of health:

- (a) Wear in public the uniform adopted and used by the board;
- (b) Wear or use any badge, star or device adopted and used by the board;
- (c) Produce or display any badge, star or device adopted and used by the board and thereby obtain free passage upon any public conveyance or commit by other fraudulent act by means thereof;
- (d) Counterfeit or imitate or cause to be counterfeited or imitated any badge, star or device adopted and used by the board;
- (e) Wear or use any badge, star or device similar in appearance to that adopted by the board.

(Prior code § 9-23)

2-112-320 Failure to report disease occurrence.

Failure to report a disease occurrence under Section 2-112-120 shall be punishable by a fine of not less than \$50.00 and no more than \$200.00.

(Prior code § 9-24 (a))

2-112-330 Violation of recordkeeping provision.

Any person violating or assisting in the violation of any provision of Section 2-112-290 shall be fined not less than \$100.00 nor more than \$500.00 for each offense.

(Prior code § 9-24 (b))

2-112-340 Violation of rules and regulations.

Any person who shall violate any rule, order, or sanitary regulation of the department of health or the board of health shall be fined not less than \$100.00 nor more than \$500.00 for each offense.

(Prior code § 9-24 (c))