

Contract Summary Sheet

Contract (PO) Number: 54948

Specification Number: 368874

Name of Contractor: UNIVERSITY OF CHICAGO

City Department: DEPARTMENT OF POLICE

Title of Contract: CHICAGO CRIMEFIGHTING INITIATIVE

Term of Contract: Start Date: 2/1/2017

End Date: 1/31/2018

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):

\$1,117,819.00

Brief Description of Work: CHICAGO CRIMEFIGHTING INITIATIVE

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

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

Vendor Number: F00014

Submission Date: 9-14-2017

Specification No. 368874
Contract (P.O.) No. 54948
Vendor No. F00014
City-Funded

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CHICAGO POLICE DEPARTMENT

AND

THE UNIVERSITY OF CHICAGO



CHICAGO CRIMEFIGHTING INITIATIVE

RAHM EMANUEL
MAYOR

JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER

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ARTICLE 1. INTRODUCTION

This Contract is entered into as of the 1st day of February, 2017 ("Effective Date") by and between The University of Chicago, a Not-for-profit corporation ("Consultant"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Police Department ("City"), at Chicago, Illinois.

This Sole Source Agreement is being awarded in accordance with Section 8-10-4 of the Municipal Purchasing Act.

The Consultant 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.

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

ARTICLE 2. INCORPORATION OF EXHIBITS:

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

- Exhibit 1: Scope of Services
- Exhibit 2: Schedule of Compensation and Key Personnel
- Exhibit 3: Insurance Certificate of Coverage
- Exhibit 4: Economic Disclosure Statement and Affidavit
- Exhibit 5: MBE/WBE Compliance Plan
- Exhibit 6: City of Chicago OBM Travel Guidelines

ARTICLE 3. STANDARD TERMS AND CONDITIONS

3.1. General Provisions

3.1.1. Definitions

"Addendum" is an official revision of the Bid Documents issued by the Chief Procurement Office prior to Bid Opening Date.

"Airports" means Chicago O'Hare International Airport and Chicago Midway International Airport.

"Airside" means, generally, those areas of an Airport which requires a person to pass through a security checkpoint to access. References to "sterile areas" generally mean Airside areas within terminal buildings. References to "Airfield", "Aircraft Operations Area", "AOA", or **"Secured areas"** generally mean outdoor Airside areas or areas not accessible to passengers.

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

"Bid" refers to an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept, or in the case of an RFP or RFQ, the submission/proposal in response to that solicitation which may be subject to negotiation.

"Bidder" is a person, firm, or entity submitting a Bid in response to an invitation for bids; for RFPs and RFQs, references may be made to "Respondents." Once the Contract is awarded the Consultant shall assume that all references to a Bidder or Respondent and such attendant obligations apply to the Consultant.

"Bid Opening Date" is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations.

"Bid Documents" means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and incorporated by such reference, in connection with an invitation for bids or proposals. Except for such Bid Documents as are posted on the City's website and incorporated by reference, all Bid Documents must be submitted by a bidder on the Bid Opening Date.

"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 any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

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

"Contract" means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all 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".

"Consultant" means the Bidder or Proposer (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Bidder or Proposer in the Contract Documents is understood to apply to the Consultant.

"Department" which may also be referred to as the using/user Department is the City Department which appears on the applicable Purchase Order Release for goods, work, or services provided under this Contract.

"Detailed Specifications" refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

"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 Consultant and the City.

"Purchase Order" means a written purchase order from a Department referencing this Contract. Purchase Orders may also be referred to as "Blanket Releases".

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

"Specification" means the Bid Documents, including but not limited to the Detailed Specifications.

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

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:

- If funded by the Federal government or State of Illinois, terms required by the Federal Government or State of Illinois, as applicable, whether set out in this document, in a Task Order Request (if applicable), or otherwise.
- Standard provisions and form provisions relating to this procurement type
- Scope of Work and Detailed Specifications
- Task Order (if applicable)
- All other parts of this Contract.

Provided, however, in the event of an inconsistency between terms set out among different component parts of the Contract, or terms set out within a Contract part, notwithstanding the order of precedence noted above, the term that is most favorable to the City controls, unless expressly stated otherwise.

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 Consultant 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

Pursuant to 65 ILCS 8-10-14, Consultant may not assign this Contract without the prior written consent of the CPO. In no case will such consent relieve the Consultant from its obligations, or change the terms of the Contract. The Consultant must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO'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 CPO; but in no case will such consent relieve the Consultant from its obligations, or change the terms of the Contract. Further, substitution of a previously approved Subcontractor without the prior written consent of the CPO is not permitted. The Consultant must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Consultant 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

The Consultant will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, 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 Consultant will, immediately upon notice from the Commissioner or the CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval. Removal and substitution must be in compliance with any applicable requirements of the MBE/WBE or DBE program.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Contract. Upon request of the City, Consultant must promptly provide a copy of its agreement(s) with its Subcontractor(s). All subcontracts must contain provisions that require the subcontracted activity be performed in strict accordance with the requirements of this Contract, provide that the Subcontractors are subject to all the terms of this Contract, and are subject to the approval of the CPO. If the subcontract agreements do not prejudice any of the City's rights under this Contract, such agreements may contain different provisions than are provided in this Contract

with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the activity to be performed.

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

The Consultant 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 CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO 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 Consultant.

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 Consultant 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 Consultant 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 Consultant agrees that service of process on the Consultant may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant. The Consultant 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 Consultant 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 Consultant in the courts of any other jurisdiction.

3.1.4.3. Cooperation by Parties and between Consultants

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Consultant 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.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Consultant must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other Consultants.

Each Consultant shall assume all responsibility for all work not completed or accepted because of the presence and operations of other Consultants.

The Consultant must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other Consultants within or adjacent to the limits of the project site.

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 Consultant

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 Consultant and the City. The rights and the obligations of the parties are only those set forth in this Contract. Consultant must perform under this Contract as an independent Consultant and not as a representative, employee, agent, or partner of the City.

This Contract is between the City and an independent Consultant and, if Consultant is an individual, nothing provided for under this Contract constitutes or implies an employer-employee relationship such that:

The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Consultant performing the Services required under this Contract.

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

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

3.1.4.6. Authority

Execution of this Contract by the Consultant is authorized and signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant 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, Consultant 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 Consultant, 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 Consultant 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 Consultant must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

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 Consultant, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Consultant care of the name and to the address listed on the Bid Documents' proposal page. If this contract was awarded through a process that does not use bid or proposal documents, notices to Consultant will be sent to an address specified in the Contract.

3.1.4.9. Amendments

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Consultant, Mayor, CPO, and Comptroller, 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 Consultant's performance in any respect or waives a requirement or condition to either the City's or the Consultant'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 Consultant 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 Consultant 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

If Consultant consents, 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 CPO, and (c) such purchases have no net adverse effect on the City of Chicago and result in no diminished services from the Consultant 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.

Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. 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 Consultant 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. Consultant must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Consultant by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Consultant must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.

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

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

This provision survives expiration or termination of the Agreement.

3.1.6. Indemnity

Consultant 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 Consultant'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 Consultants 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 Consultant or any Subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Consultant 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, to the extent they arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Consultant, its employees, agents and Subcontractors.

The Consultant will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Consultant may receive of any claims, actions, or suits as may be given or filed in connection with the Consultant'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, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant 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 Consultant 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 Consultant 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 Consultant to provide the City with a separate defense of any such suit.

To the extent permissible by law, Consultant 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 Consultant's liability with respect to a claim by any employee of Consultant 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 Consultant's performance of work or services beyond the term. Consultant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Consultant's duties under this Contract, including the insurance requirements set forth in the Contract.

3.1.7. Non-Liability of Public Officials

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

3.1.8. Contract Extension Option

The City may extend this Contract once following the expiration of the contract term for up to 181 Calendar Days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Consultant and contingent upon the appropriation of sufficient funds. The CPO will give the Consultant notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

3.2. Compensation Provisions

3.2.1. Ordering, Invoices, and Payment

3.2.1.1. Purchase Orders

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Consultant to be applied against the Contract. The Contractor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Consultant without a Purchase Order is made at the Consultant's risk. Consequently, in the event such Purchase Order is not provided by the City, the Consultant releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

Purchase Orders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions regarding performance or delivery.

3.2.1.2. Invoices

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Consultant to the Department to apply against the Contract. Invoices must be submitted in

accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and 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 Consultant 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. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the accepted Price List or Proposal Pages or of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

3.2.1.3. 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.

Consultant 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 Consultant, and Consultant 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 were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Consultant.

3.2.1.4. Electronic Ordering and Invoices

The Consultant will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to price lists/catalogs, purchase orders, releases and invoices. 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 CPO reserves the right to change the document format and/or the means of transmission upon written notice to the Consultant. Consultant will ensure that the essential information, as determined by the CPO, in the electronic document, corresponds to that information submitted by the Consultant in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Consultant, the CPO 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.

3.2.1.5. City Right to Offset

The City may offset against any invoice from Consultant any costs incurred by the City as a result of event of default by Consultant under this Contract or otherwise resulting from Consultant's performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Consultant or overpayments made by the City. If the amount offset is insufficient to cover those costs, Consultant is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

3.2.1.6. Records

Upon request the Consultant 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 Consultant 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.

3.2.1.7. Audits

3.2.1.7.1. City's Right to Conduct Audits

The City may, in its sole discretion, audit the records of Consultant 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".

3.2.1.7.2. Recovery for Over-Billing

If, as a result of such an audit, it is determined that Consultant or any of its Subcontractors has overcharged the City in the audited period, the City will notify Consultant. Consultant must then promptly reimburse the City for any amounts the City has paid Consultant due to the overcharges and, 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 Consultant must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

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

Failure of Consultant to reimburse the City in accordance with the foregoing is an event of default under this Contract, and Consultant 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 Consultant 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 Consultant for services performed, on the first day of each month and every month thereafter, email and/or fax notifications will be sent to the Consultant 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 Consultant 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. Consultant 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 Consultant 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 Consultant.

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, Consultant must pay Subcontractor for such work, services, or materials within seven (7) calendar days of Consultant receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

3.2.3. Prompt Payment to Subcontractors

3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts

Consultant must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Consultant fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Consultant and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Consultant's participation and that of its Subcontractors on this Contract.

3.2.3.2. Payment to Subcontractors Within Seven Days

The Consultant must make payment to its Subcontractors within 7 days of receipt of payment from the City for each invoice, but only if the Subcontractor has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment for a to a Subcontractor when the Subcontractor's work or materials do not comply with the requirements of the Contract Documents, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

3.2.3.2.1. Reporting Failures to Promptly Pay

The City posts payments to prime Consultants on the web at

<http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

If the Consultant, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers within 7 days after receipt of payment under a City contract, the Consultant shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 7-day period until fully paid.

In the event that a Consultant fails to make payment to a Subcontractor within the 7-day period required above, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure_to_Promtly_Pay_Fillable_Form_3_2013.pdf

The report will require the Subcontractor to affirm that (a) its invoice to the Consultant was included in the payment request submitted by the Consultant to the City and (b) Subcontractor has not, at the time of the report, received payment from the Consultant for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the Consultant.

Subcontractors are hereby reminded that per Chapters 1-21, "False Statements," and 1-22, "False Claims," of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

3.2.3.2.2. Whistleblower Protection

Consultant shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 3.2.3.2.2. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.5.3 hereof, including termination. In addition to those remedies, any retaliatory action by a Consultant may result in a Consultant being deemed non-responsible for future City contracts or, if, in the

sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the Consultant. Any such debarment shall be for a period of not less than one year.

3.2.3.3. Liquidated Damages for Failure to Promptly Pay

Much of the City's economic vitality derives from the success of its small businesses. The failure by Consultants to pay their Subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Consultant and City agree that the Chief Procurement Officer may assess liquidated damages against Consultants who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Consultant to promptly pay its Subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City's Small Business Program.

3.2.3.4. Action by the City

Upon receipt of a report of a failure to pay, the City will issue notice to the Consultant, and provide the Consultant with an opportunity to demonstrate reasonable cause for failing to make payment within applicable period set forth in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a Consultant is reasonable. In the event that the Consultant fails to demonstrate reasonable cause for failure to make payment, the City shall notify the Consultant that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

First Unexcused Report:	\$50
Second Unexcused Report:	\$100
Third Unexcused Report:	\$250
Fourth Unexcused Report:	\$500

3.2.3.5. Direct Payment to Subcontractors By City

The CPO may notify the Consultant that payments to the Consultant will be suspended if the CPO has determined that the Consultant has failed to pay any Subcontractor, employee, or workman, for work performed. If Consultant has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the CPO may request the Comptroller to apply any money due, or that may become due, to Consultant under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Consultant of the Contract Price, as if the City had paid Consultant directly.

Further, if such action is otherwise in the City's best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Consultant of the Contract Price, as if the City had paid Consultant directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Consultant or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

3.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions

If at any time after the Bid Opening Date the Consultant makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

For purpose of this provision, a general price reduction will mean any reduction in the price of an article or service offered (1) to Consultant's customers generally, or (2) in the Consultant's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding

on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision.

The Consultant must invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the General Price Reduction provision of the Contract. The Consultant, in addition, must within 10 calendar days of any general price reduction notify the CPO of such reduction by letter. Failure to do so will be an event of default. Upon receipt of any such notice of a general price reduction all participating Departments will be duly notified by the CPO.

Failure to notify the CPO of a General Price Reduction is an event of default, and the City's remedies shall include a rebate to the City of any overpayments.

3.3. Compliance With All Laws

3.3.1. General

Consultant 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.

Consultant must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Consultant 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. Certification of Compliance with Laws

By entering into this Contract with the City, Consultant certifies to the best of its knowledge and belief that it, its principals and any Subcontractors used in the performance of this contract, meet City requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Consultant becomes aware of such information, it must immediately disclose it to the City.

3.3.3. Federal Affirmative Action

It is an unlawful employment practice for the Consultant (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.

Consultant 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.

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

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

3.3.4.1. Compliance with Federal Nondiscrimination Requirements

The Consultant 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 Consultants, 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).

3.3.4.2. Non-discrimination

The Consultant, 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 Consultant 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).

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

In all solicitations, either by competitive bidding, or negotiation made by the Consultant 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 Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

3.3.4.4. Information and Reports

The Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant 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.

3.3.4.5. Sanctions for Noncompliance

In the event of a Consultant'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 Consultant under the contract until the Consultant complies; and/or
- B. Cancelling, terminating, or suspending a contract, in whole or in part.

3.3.4.6. Incorporation of Provisions

The Consultant will include the provisions of above paragraphs 3.3.4.1, "Compliance With Federal Nondiscrimination Requirements" through 3.3.4.6 "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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

3.3.5. Other Non-Discrimination Requirements

3.3.5.1. Illinois Human Rights Act

3.3.5.1.1. Generally

Consultant must comply with the Illinois Human Rights Act, 775 ILCS 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, 44 Ill. Admin. Code 750 Appendix A.

Consultant 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.

3.3.5.1.2. State of Illinois Equal Employment Opportunity Clause

In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions

or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Consultant agrees as follows:

- A) That Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- B) That, if Consultant hires additional employees in order to perform this contract or any portion of this contract, Consultant will determine the availability (in accordance with 44 Ill. Admin. Code Part 750) of minorities and women in the areas from which Consultant may reasonably recruit and Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- C) That, in all solicitations or advertisements for employees placed Consultant or on Consultant's behalf, Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- D) That Consultant will send to each labor organization or representative of workers with which Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Consultant in Consultant's efforts to comply with the Act and this Part, the Consultant will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- E) That Consultant will submit reports as required by 44 Ill. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750.
- F) That Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights's Rules and Regulations.
- G) That Consultant will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the Subcontractor. In the same manner as with other provisions of this contract, the Consultant will be liable for compliance with applicable provisions of this clause by Subcontractors; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

Consultant 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.

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

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

Pursuant to MCC 2-92-586, Consultant is strongly encouraged to subcontract with businesses certified as business enterprises owned or operated by people with disabilities ("BEPD") as defined in that section or MCC 2-92-337, and to use BEPD businesses as suppliers.

3.3.6. Wages

Consultant 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.

3.3.6.1. 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 Consultants and Subcontractors performing work on City contracts.

If this contract was advertised on or after October 1, 2014, Consultant must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2017 is **\$13.45 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 Consultants 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 Consultant 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 Consultant must pay the prevailing wage.

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

3.3.6.2. 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 Consultant has 25 or more full-time employees, and if at any time during the performance of the contract the Consultant and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then The Consultant'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, 2017 the Base Wage is \$12.30. The current rate can be found on the Department of Procurement Services' website.

Note: As of July 1, 2017, 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, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Consultant must pay the prevailing wage rates.

The Consultant must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Consultant agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Consultant or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Consultant 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 Consultant is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions above do not apply.

3.3.6.3. Chicago Paid Sick Leave Ordinance

The Paid Sick Leave Ordinance, which is published in the June 22, 2016 Council Journal, pages 27188 – 27197 and which will be codified at MCC 1-24-045, becomes effective July 1, 2017. Consultant

understands that, to the extent that the Ordinance applies to its activities, it must comply with the Ordinance when it becomes effective.

3.3.6.4. Equal Pay

The Consultant 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.

3.3.7. Economic Disclosure Statement and Affidavit ("EDS")

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or 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.

Consultants must complete an online EDS prior to the Bid Opening Date. Consultants 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 Consultant in default, terminating the Contract for default, and declaring the Consultant ineligible for future contracts.

Consultant 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:

3.3.7.1. 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.

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

The Consultant or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Consultant 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.

Consultant, 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; or (d) has violated MCC Sect. 2-92-610; or (e) has violated any regulation promulgated by the Chief Procurement Officer that includes ineligibility as a consequence of its violation; or (f) has committed, within a 24-month period, three or more violations of Chapter 1-24 of the MCC; or (g) has been debarred by any local, state or federal government agency from doing business with such government agency, for any reason or offense set forth in subsections (a), (b), or (c) of this section, or substantially equivalent reason or offense, for the duration of the debarment by such government agency..

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.

3.3.7.3. Federal Terrorist (No-Business) List

Consultant warrants and represents that neither Consultant 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 Consultant. 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.

3.3.7.4. Governmental Ethics Ordinance 2-156

Consultant 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 Consultant 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.

3.3.7.5. Lobbyists

Consultant must comply with Chapter 2-156 of the Municipal Code. Consultant 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.

3.3.8. Restrictions on Business Dealings

3.3.8.1. Prohibited Interests in City Contracts

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

3.3.8.2. Conflicts of Interest

The Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any, presently have no interest and will not acquire any interest, direct or indirect, in any enterprise, project or contract which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Consultant further covenants that in the performance of the Contract no person having any such interest will be employed, either by Consultant or any Subcontractor, to perform any work or services under the Contract or have access to confidential information.

If the City determines that the Consultant does have such a conflict of interest, the City will notify the Consultant in writing, stating the basis for its determination. The Consultant will thereafter have 30 days in which to respond with reasons why the Consultant believes a conflict of interest does not exist. If the Consultant does not respond or if the City still reasonably determines a conflict of interest to exist, the Consultant must terminate its interest in the other enterprise, project, or contract. Further, if the City in the reasonable judgment of the CPO or Commissioner determines that any Subcontractor's work or services for others conflicts with the work or services to be provided by them, upon request of the City, Consultant must require that Subcontractor to terminate such other work or services immediately.

If Consultant or any Subcontractors become aware of a conflict, they must immediately stop work on the activity causing the conflict and notify the City.

If Consultant or any Subcontractors ("Contracting Parties") assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals, bid specifications for a project, or other procurement solicitation document, the Contracting Parties must not participate, directly or indirectly, as a prime, Subcontractor, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Contract or afterwards. The Contracting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

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

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

Consultant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Consultant or the date the Consultant approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Consultant 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.

If Consultant violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Consultant's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Consultant 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.

3.3.9. 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, Consultant 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.

3.3.10. Other City Ordinances and Policies

3.3.10.1. 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 Consultant, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Consultant pursuant to MCC Sect. 1-21-010).

3.3.10.2. 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 provide a better working environment for all citizens in Northern Ireland.

If this contract was let by a competitive bidding process as set forth in the Municipal Purchasing Act for Cities of 500,000 or More Population, in accordance with MCC Sect. 2-92-580 if the primary Consultant conducts any business operations in Northern Ireland, it is hereby required that the Consultant 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.

3.3.10.3. City 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. Consultant is aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a Subcontractor, and from directing Consultant to hire an individual as an employee or as a Subcontractor. Accordingly, Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Consultant under this Contract are employees or Subcontractors of Consultant, 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 Consultant.

- C. Consultant 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 Consultant by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Consultant 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. Consultant will also cooperate with any inquiries by OIG Hiring Oversight.

3.3.10.4. Inspector General

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

3.3.10.5. Duty to Report Corrupt Activity

Pursuant to MCC 2-156-018, it is the duty of the Consultant 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).

3.3.10.6. Electronic Mail Communication

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

3.3.10.7. EDS Update Obligation

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

3.3.10.8. Wheel Tax (City Sticker)

Consultant must pay all Wheel Tax required by Chapter 3-56 of the MCC, as amended from time to time. Consultant 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.

3.3.11. Compliance with Environmental Laws and Related Matters

3.3.11.1. 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 Consultant or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Consultant 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 Occupational Safety and Health Act, 820 ILCS 219/1, *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.

3.3.11.2. Joint Ventures

If Consultant 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.

3.3.11.3. Compliance With Environmental Laws

As part of or in addition to its obligation to observe and comply with all applicable laws, Consultant must observe and comply with all applicable Environmental Laws and ensure that all Subcontractors observe and comply with all applicable Environmental Laws.

Any noncompliance, by Consultant 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 Consultant 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.

3.3.11.4. Costs

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Consultant or any Subcontractor, with any Environmental Law, will be borne by the Consultant and not by the City. This includes, but is not limited to, any cost associated with removal of waste or other material from a facility lacking any required permit. No provision of this Contract is intended to create or constitute an exception to this provision.

3.3.11.5. Proof of Noncompliance; Authority; Cure

Any adjudication, whether administrative or judicial, against Consultant 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 Consultant 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 CPO 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 Consultant 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 CPO 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, Consultant's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Consultant's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Consultant's or Subcontractor's actions or inaction towards preventing future noncompliance.

3.3.11.6. Copies of Notices and Reports; Related Matters

If any Environmental Law requires Consultant 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 Consultant 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 24 hours of making, submitting or filing the original report.

Additionally, to the extent not already achieved by Consultant's compliance with this paragraph 3.3.11.6 and paragraph 3.3.11.8, Consultant must notify the Commissioner of the Department, within 24 hours of learning of any of the following:

- (i) any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract;
- (ii) any notice of any kind received by Consultant, any Subcontractor, or any employee or agent of Consultant or any Subcontractor, from an Environmental Agency or any other person, of or relating to any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract.

This notification must be in writing, must be submitted by a fast method such as email, and must include, to the best of Consultant's knowledge at the time of submittal: the types and amounts of the waste or other material at issue; the location; the cause and any contributing factors; all actions taken, being taken, and intended to be taken by Consultant and any Subcontractors; and a copy of any notice received by Consultant, any Subcontractor, or any employee or agent of Consultant or any Subcontractor. Consultant must also provide written updates to the Commissioner by email or other method as indicated by the Commissioner whenever Consultant becomes aware of information that is different from or additional to the information provided in the initial notification.

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.

3.3.11.7. 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, Consultant 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.

3.3.11.8. Environmental Claims and Related Matters

Within 24 hours of receiving, or of any Subcontractor's receiving, notice of any Environmental Claim, Consultant must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department. Thereafter, Consultant 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.

3.3.11.9. 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, Consultant 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.

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

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

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

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

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

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

3.4. Contract Disputes

3.4.1. Procedure for Bringing Disputes to the Department

The Consultant and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Consultant must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Consultant certifies that:

- A. The Claim is made in good faith;
- B. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- C. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
- D. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the final decision. If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

3.4.2. Procedure for Bringing Disputes before the CPO

Only after the Commissioner has rendered a final decision denying the Consultant's claim may a dispute be brought before the CPO.

If the Consultant and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Consultant must and the using Department may submit the dispute to the CPO for an administrative decision based upon the written submissions of the parties. The party submitting the dispute to the CPO must include documentation demonstrating its good faith efforts to resolve the dispute and either the other party's failure to exercise good faith efforts or both parties' inability to resolve the dispute despite good faith efforts.

The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Consultants and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 103, Bid and Bond Room, and on-line at:

http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf

3.5. Events of Default and Termination

3.5.1. 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 Consultant to the City.
- B. Consultant'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 the CPO 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 Consultant'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 Consultant without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.
 - L. Consultant's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.
 - M. Consultant's use of a Subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

3.5.2. Cure or Default Notice

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

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

If a Cure Notice is sent, the CPO may in his/her sole discretion will give Consultant an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Consultant'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 Consultant.

Whether to issue the Consultant a Default Notice is within the sole discretion of the CPO 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 CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO 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, Consultant must discontinue any Services, unless otherwise directed in the notice.

3.5.3. Remedies

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

- A. 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;
- B. The right to seek specific performance, an injunction or any other appropriate equitable remedy;
- C. The right to seek money damages;
- D. The right to withhold all or any part of Consultant's compensation under this Contract;
- E. The right to deem Consultant non-responsible in future contracts to be awarded by the City.

3.5.4. 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.

3.5.5. City Reservation of Rights

If the CPO considers it to be in the City's best interests, the CPO 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 Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

3.5.6. 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 Consultant. The effective date of termination will be the date the notice is received by the Consultant or the date stated in the notice, whichever is later.

After the notice is received, the Consultant 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.

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

3.6. Department-specific Requirements

Consultant must comply with the relevant user Department's specific requirements in the performance of this Contract if applicable.

3.6.1. Department of Aviation Standard Requirements

For purposes of this section "Airport" refers to either Midway International Airport or O'Hare International Airport, which are both owned and operated by the City of Chicago.

3.6.1.1. Confidentiality of Airport Security Data

Consultant has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Consultant acknowledges that information provided to, generated by, or encountered by Consultant may include Airport Security Data. If Consultant fails to safeguard the confidentiality of Airport Security Data, Consultant is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Consultant, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Consultant fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

3.6.1.2. Aviation Security

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Consultant, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Consultant, Subcontractors, their respective employees, invitees and all other persons under the control of Consultant must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Consultant at all times when not in use or under Consultant's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Consultant until the malfunction is remedied.

3.6.1.3. Airport Security Badges

As part of airport operations and security, the Consultant must obtain from the airport badging office Airport Security Badges for each of his employees, Subcontractors, material men, invitees or any person(s) over whom Consultant has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of

birth (and for vehicles, driver's license and appropriate stickers). The Consultant is responsible for requesting and completing the form for each employee and Subcontractor employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. The Consultant must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Drivers Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Consultant will be jointly and severally liable for any fines imposed on its employees or its Subcontractors employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Drivers Licenses must be adhered to:

- A. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.
- B. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver's License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.
- C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
- E. The Consultants personnel who function as supervisors, and those that escort the Consultants equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

3.6.1.4. General Requirements Regarding Airport Operations

3.6.1.4.1. Priority of Airport Operations

Where the performance of the Contract may affect airport operation, the Consultant must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Contract, the Consultant at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

The Consultant's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates, and passenger right-of-ways, are being used for scheduled and

unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower(s). Use of the Airport for air transportation takes precedence over all of the Consultant's operations. No extra compensation will be allowed for any delays brought about by the operations of the Airport which require that Consultant's work must be interrupted or moved from one part of the work site to another.

3.6.1.4.2. Interruption of Airport Operations

If Consultant requires interruption of Airport facilities or utilities in order to perform work, Consultant must notify the Deputy Commissioner in charge of the project at least five (5) working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, the Consultant must request of the Deputy Commissioner in charge of the project to provide specific requirements and instructions which are applicable to the particular work site areas, including, but not limited to, areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Consultants must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint.

3.6.1.4.3. Safeguarding of Airport Property and Operations

The Consultant must not permit or allow its employees, Subcontractors, material men, invitees or any other persons over whom Consultant has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Consultants must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

3.6.1.4.4. Work on the Airfield

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by the Consultant on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Consultant has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Consultant to post obstruction lights.

For any work on the airfield, the Consultant must furnish aircraft warning flags, colored orange and white, in two sizes, one size 2' x 3' for hand use, and one size 3' x 5'. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of the Consultant must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to

ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

The Consultant acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of the Consultant to perform the work in accordance with the provisions of this section and to enforce same with regard to all Subcontractors, material men, laborers, invitees and all other persons under the Consultant's control is an event of default.

3.6.1.4.5. Parking Restrictions

Prior to commencing work, the Consultant must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Consultants are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employees expense.

3.6.1.5. General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520)

The Consultant agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

3.6.2. Emergency Management and Communications (OEMC) Security Requirements

3.6.2.1. Identification of Workers and Vehicles

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Consultant by the Executive Director, as required. Consultant, Subcontractors, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Consultant must return all identification material to the Executive Director after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

3.6.2.2. Access to Facilities

For purposes of this section, "employee" refers to any individual employed or engaged by Consultant or by any Subcontractor. If the Consultant, or any employee, in the performance of this Contract, has or will have access to a Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Consultant, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Consultant to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Consultant must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Consultant's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Consultant, any Subcontractor, or any employee from performing work on the project. Further, the Consultant must immediately report any information to the Executive Director relating to any threat to O.E.M.C infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Consultant must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Consultant from time to time during the term of the Contract and any extensions of it.

Each employee whom Consultant wishes to have access to an O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive a O.E.M.C Security Badge. If Consultant wishes a vehicle to have access to a O.E.M.C facility, Consultant must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Consultant is responsible for requesting and completing these forms for each employee who will be working at O.E.M.C facilities and all vehicles to be used on the job site. The Executive Director may grant or deny the application in his sole discretion. The Consultant must make available to the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Executive Director's request, the Consultant and Subcontractor must maintain an employment history of employees going back five years from the date Consultant began Work or Services on the project. If requested, Consultant must certify that it has verified the employment history as required on the form designated by the Executive Director. Consultant must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

3.6.2.3. Security Badges and Vehicle Permits

O.E.M.C Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on O.E.M.C property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.

- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

3.6.2.4. Gates and Fences

Whenever the Consultant receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Consultant may be required to provide gates that comply with O.E.M.C design and construction standards. Consultant must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Consultant or its Subcontractors must be manned by a licensed and bonded security guard of the Consultant at Consultant's expense until the damaged items are restored. Consultant must restore them to their original condition within an eight (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Consultant must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Consultant's expense, on a twenty-four (24) hour basis during the period of temporary removal. Consultant must restore the items removed to their original condition when construction is completed.

3.6.2.5. Hazardous or Illegal Materials

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on O.E.M.C property. Alcoholic beverages are also prohibited.

3.6.3. Chicago Police Department Security Requirements

As part of Police operations and security, the Consultant must obtain from the Police Department, Security Badges for each of its employees, Subcontractors, material men, invitees or any person(s) over whom Consultant has control, which must be visibly displayed at all times while at any Police Department facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. No person will be allowed access to Department's secure network without a secure login. Each such person must submit signed and properly completed documentation regarding notice and understanding of Department policies and procedures that are applicable to accessing Department data. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Consultant is responsible for requesting and completing the form for each employee and Subcontractors employee. The Superintendent may grant or deny the application in his sole discretion. The Consultant must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

- A. Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.
- B. Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

3.6.4. Department of Water Management ("DOWM") Security Requirements

3.6.4.1. Identification of Workers and Vehicles

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Consultant by the Commissioner, as required.

Consultant, Subcontractors, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all cases, the Consultant must return all identification material to the Commissioner after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to DOWM Security.

3.6.4.2. Access to Facilities

For purposes of this section, "employee" refers to any individual employed or engaged by Consultant or by any Subcontractor. If the Consultant, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Consultant, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Consultant to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Consultant must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Consultant's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Consultant, any Subcontractor, or any employee from performing work on the project. Further, the Consultant must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Consultant must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Consultant from time to time during the term of the Contract and any extensions of it.

3.6.4.3. Security Badges and Vehicle Permits

Each employee whom Consultant wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Consultant wishes a vehicle to have access to a DOWM facility, Consultant must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Consultant is responsible for requesting and completing these forms for each employee who will be working at DOWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion. The Consultant must make available to the Commissioner, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Commissioner's request, the Consultant and Subcontractor must maintain an employment history of employees going back five years from the date Consultant began Work or Services on the project. If requested, Consultant must certify that it has verified the employment history as required on the form designated by the Commissioner. Consultant must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

DOWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

3.6.4.4. Gates and Fences

Whenever the Consultant receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Consultant may be required to provide gates that comply with DOWM design and construction standards. Consultant must provide a licensed and bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Consultant or its Subcontractors must be manned by a licensed and bonded security guard of the Consultant at Consultant's expense until the damaged items are restored. Consultant must restore them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Consultant must man the site by a licensed and bonded security guard,

approved by and armed as deemed necessary by the Commissioner, at Consultant's expense, on a twenty-four (24) hour basis during the period of temporary removal. Consultant must restore the items removed to their original condition when construction is completed.

3.6.4.5. Hazardous or Illegal Materials

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.

ARTICLE 4. TERMS FOR PROFESSIONAL SERVICES WITH WORK – SINGLE PROJECT

4.1. Providing Services

The Consultant must not honor any verbal requests for Services or perform or bill for any Services without receipt of a written Purchase Order issued by the Department. Any work performed by the Consultant without a written Purchase Order is done at the Consultant's risk. Consequently, in the event a written Purchase Order is not provided by the City, the Consultant releases the City from any liability whatsoever to pay for any work performed provided without a Purchase Order.

4.2. Standard of Performance

Consultant must perform all Services required of it under this Contract with that degree of skill, care and diligence normally shown by a Consultant 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. Consultant 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, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant 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. Consultant must provide the City copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant 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 Consultant fails to comply with the foregoing standards, Consultant 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 Consultant 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 Consultant either under this Contract, at law or in equity.

Consultant 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 Consultant.

In the event Consultant'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.

4.3. Deliverables

In carrying out its Services, Consultant must prepare or provide to the City various Deliverables.

"Deliverables" include work product, produced by Consultant, 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 Consultant has failed to comply with the foregoing standards, the City has 30 days from the discovery to notify Consultant of its failure. If Consultant 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 Consultant of its commitments under this Contract.

4.4. 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 Detailed Specifications and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the Department require the approval by the City through a formal amendment pursuant to Section 3.1.4.9 of the Standard Terms and Conditions before Consultant is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

4.5. Timeliness of Performance

Consultant must provide the Services and Deliverables within the term and within the time limits required under this Contract, pursuant to Detailed Specifications or as specified in the applicable Task Order or Purchase Order. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits may result in economic or other losses to the City.

Neither Consultant 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 Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4.6. Suspension

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

4.7. Personnel

4.7.1. Adequate Staffing

Consultant 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 Consultant 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 Consultant adjust staffing levels to reflect workload and level of required Services or Additional Services.

4.7.2. Key Personnel

In selecting the Consultant for this Contract the City relied on the qualifications and experience of those persons identified by Consultant by name as performing the Services ("Key Personnel"). Consultant 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 Consultant that the City will no longer accept performance of Services under this Contract

by one or more Key Personnel. Upon that notice Consultant must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the Commissioner. Consultant's Key Personnel, if any, are identified in the Scope of Services / Detailed Specifications portion of this Contract.

4.7.3. Salaries and Wages

Consultant 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 Consultant underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Consultant, 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 Consultant 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.

4.8. Ownership of Intellectual Property

Subject to Section 4.8.1 below, Consultant and the City intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the City's instance and expense under this Contract are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq., and that the City will be the sole copyright owner of the Deliverables and of 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. To the extent that any Deliverable does not qualify as a "work made for hire", Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the 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, Consultant shall retain all rights to its standard details and specifications and proprietary software. Nothing in this section shall be construed as a transfer of rights that are not owned by Consultant. Consultant shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Consultant's direct involvement and consent.

Consultant 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. Consultant 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) Consultant will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Consultant will have the legal rights to fully assign the copyrights, (c) Consultant will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Consultant 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 4.2 of this Contract, and (f) the Deliverables will constitute works of original authorship.

Notwithstanding the foregoing, the Consultant shall be permitted to publish on its work for academic purposes in academic journals and to make disclosures with respect to its work to other governmental bodies, provided, however, that (i) no such publication or disclosure may contain data or conclusions that are capable of being identifiable to any person, (ii) no such publication or disclosure may contain data or conclusions that are identifiable to any area smaller than the census block level, (iii) the confidentiality and

non-disclosure standards required by law, regulations, agreements, court orders and Chicago Police Department policies and procedures are not violated. At least 30 days prior to publication or disclosure, the Consultant shall provide a draft of the publication or disclosure, complete with all data, to the Superintendent of Police, for review and comment, and Consultant agrees to consider the City's comments in good faith, and to use a reasonableness standard respectful of privacy and public safety, to determine what changes to make, or whether to proceed with publication or disclosure.

4.8.1. Intellectual Property Rights in New Technology and Products

To the extent that the University, in the performance of this Agreement, develops any new technology or products such as algorithms or computer applications, the University and the City shall jointly own the intellectual property rights, including copyrights, trade secrets and/or patents, associated with the technology or products. The City's ownership interest shall be 50%, entitling the City to 50% of any revenues with third parties relating to such technology or products. The City shall further have an unlimited royalty free license to use all such new technology and products. The City and the University shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interest in said intellectual property. The University shall have the right to provide such new technology or products to other governmental bodies for their use but not for commercial exploitation by the governmental body. The University shall notify the City whenever any such technology or products are made or conceived, with a description of the same. For the sake of clarification, nothing in this subparagraph 4.8.1 shall affect ownership rights with respect to data and Deliverables, which shall be owned by the City as provided in Section 3.1.5 and 4.3 above

4.9. Approvals

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

4.10. Cooperation

Consultant 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, Consultant must make every effort to assure an orderly transition to another provider of the services, if any, orderly demobilization of its own operations in connection with the services, uninterrupted provision of services during any transition period and must otherwise comply with the reasonable requests and requirements of the City in connection with the termination or expiration.

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

Consultant 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, Consultant must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also, Consultant must, prior to construction, review the plans and specifications to insure compliance with these standards. If Consultant fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in this Consultant or otherwise available at law, in equity or by statute, require Consultant 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 reimbursed only in accordance with the then-current City of Chicago Travel Reimbursement Guidelines . The Guidelines may be downloaded from the Internet at: <http://www.cityofchicago.org/Forms>.

The direct link is:

http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago_TravelGuidelines.pdf.

4.13. Standard Working Hours

Pursuant to MCC Section 2-92-220 a standard working day consists of 8 hours for this Contract; shifts must be coordinated with the Department. No overtime or premium pay is allowed unless otherwise specified in the Detailed Specifications and authorized by the Commissioner.

4.14. Character of Workers

The Consultant must employ only competent and efficient workers and whenever, in the opinion of the City, any such worker is careless, incompetent, violates safety or security rules, obstructs the progress of the work or services to be performed under this Contract, acts contrary to instructions or acts improperly, or fails to follow the safety requirements of this Contract, the Consultant must, upon request of the City, discharge or otherwise remove such worker from the work or services to be performed under this Contract and must not use such worker again, except with the written consent of the City. The Consultant must not permit any person to work upon the work or services to be performed under this Contract or enter into any buildings connected therewith who is under the influence of intoxicating liquors or controlled substances.

4.15. Quality of Materials and Inspection

The City will have a right to inspect any material to be used in performance of the Services for this Contract.

The City is not responsible for the availability of any materials or equipment required under this Contract.

The Consultant is responsible for the meeting the contractual obligations and standards regarding the quality of all materials, components, or services performed under this Contract up to the time of final acceptance by the City.

Non-compliant materials, components, or Services may be rejected by the CPO and must be replaced or re-performed by the Consultant at no cost to the City.

The City shall provide written notice to the Consultant indicating the time period in which Consultant must, at its sole expense, remove from City premises, any materials or components rejected by the City.

Any and all labor and materials which may be required to correct or replace damaged, defective or non-conforming products must be provided by the Consultant at no cost to the City. The Consultant must correct or replace the incorrect, damaged or defective or non-conforming goods within seven business days of the return unless otherwise provided in the Detailed Specifications. The City of Chicago will not be subject to restocking charges.

Failure to correct or replace unacceptable goods, or repeated delivery of unacceptable goods, will be an event of default under this Contract.

4.16. Manufacturer's Warranty and Product Information

If in performance of the Services, the Consultant provides any goods, the Consultant must have, and must demonstrate upon request, that it has authorization to transfer product warranties to the City of Chicago. The Consultant is required to provide and transfer all documentation issued by the manufacturer for the products to be provided under this Contract. This includes the manufacturer's genuine parts/product information, recall notices, manuals, licenses, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.).

The Consultant must provide the original product warranty and related services for the goods provided under this Contract in accordance with the standard warranty regularly supplied.

4.17. Consultant's Warranties

If in performance of the Services, the Consultant provides any goods, the Consultant warrants that the title to the goods to be provided under this Contract is good and its transfer is rightful, and that the goods will be

delivered free from any security interest or other encumbrance of which Consultant has not informed the City.

The Consultant expressly warrants that all goods shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date they are ordered. In addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship. Consultant also warrants that, except where the goods are produced pursuant to detailed designs furnished by the City, they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to City, its successors, assigns, customers, and to users of the goods.

At a minimum, the Consultant hereby warrants for a period of at least one year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective parts that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with the Contract Documents. The warranty period will commence on the first day the individual item is placed in service by the City. The City may revoke acceptance if the materials, goods, or components are later discovered not to be in conformance with this Contract.

For any construction work included in the Services, the Consultant's Warranty means the Consultant's representation as to the character and quality of the Services in accordance with the terms and conditions of the Contract Documents, and the Consultant's promise to repair and replace the work not in conformance with such representations. Without limiting the scope or duration of any Manufacturer's Warranty provided for specific parts of the work, all work furnished under this Contract is guaranteed by Consultant against defective materials and workmanship, improper installation or performance, and non-compliance with the Contract Documents for a period of one year. Unless otherwise specified, the one-year period will begin on the date of final acceptance by the Commissioner.

However, if at any time beyond the one-year Consultant's Warranty period, a latent defect in the work is discovered, the Consultant shall be responsible for re-performance, payment of damages, or such other remedy as deemed appropriate by the City.

4.17.1. Correction or Re-Performance of Services

If the Consultant has failed to properly perform the Services, upon direction in writing from the Commissioner, Consultant will promptly re-perform or correct all work or Services identified to be defective or as failing to conform to the standards set forth in the Contract Documents, whether observed before or after completion of the Services. The Consultant is responsible for all costs of correcting such defective or nonconforming Services, including costs associated with fixing any damages, re-performing the Services, and any costs required due to Consultant's inadequate performance.

4.17.2. Timeliness

The Consultant must provide the Services in the time-frame required in the Detailed Specifications. If Consultant's response and/or completion time for performance of the Services fails to meet this standard, the CPO may declare the Consultant in default.

4.17.3. Delay

If the City has caused the Consultant to be obstructed or delayed in the commencement, prosecution or completion of the Services by any act or delay of the City or by order of the Commissioner, then the time herein fixed for the completion of said Services will be extended for an equivalent period of time.

It is otherwise understood that no extension of time will be granted to the Consultant unless Consultant, immediately upon knowledge of the causes of an unavoidable delay, first notifies the Commissioner and CPO in writing, stating the approximate expected duration of delay. Consultant shall not be entitled to an extension of time without such prior notification and request for extension.

The CPO and the Commissioner will determine the number of days, if any, that the Consultant has been delayed. Such determination when approved and authorized in writing by the Commissioner and CPO, will be final and binding.

It is further expressly understood and agreed that the Consultant shall not be entitled to any damages or compensation from the City, or be reimbursed for any loss or expense on account of any delay or delays resulting from any of the causes aforesaid.

4.18. Public Convenience

All Services will be conducted in a manner that minimizes dust, noise, and inconvenience to the normal activities of the facility where the Services are performed. The Consultant is responsible for conducting Services in such a manner as to minimize debris left in the public way and shall provide clean-up as required by the Commissioner. Whenever the Commissioner determines any type of operation constitutes a nuisance, the Consultant will immediately proceed to conduct its operations in an approved manner.

The Commissioner may at any time require additional provisions if such are deemed necessary for public safety or convenience.

4.19. Clean Up

The Consultant must, during the performance of Services, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the City. Upon completion of work activities, the Consultant must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

4.20. Work Performed on City Property

Consultant's personnel will exercise safe and sound business practices with the skill, care, and diligence normally shown by professional technicians employed in the type of Services required under this Contract.

The Consultant will employ only competent and efficient employees, and whenever, in the opinion of the Commissioner, any employee is careless, incompetent, obstructs the progress of the Services, acts contrary to instructions or conducts themselves improperly, the Consultant will, upon the request of the Commissioner, remove the employee from the premises and will not employ such employee again for the Services under this Contract, except with the written consent of the Commissioner.

The Consultant will not permit any person to enter any part of a City facility or property while under the influence of intoxicating liquors or controlled substances. The Consultant will not permit obnoxious behavior, or possession or consumption of alcoholic beverages or drugs anywhere on the site of any Services to be performed under this Contract.

The Commissioner has authority to request the Consultant to remove any worker who proves to be incompetent or negligent in his/her duties.

If required by the Detailed Specifications, the Consultant's employees or Subcontractors are required to wear suitable uniforms during the time they are on duty on any City property.

The Consultant's employees or Subcontractors must wear an identification badge at all times while on duty on any City property.

The Consultant's employees must have proper identification on their person before they will be allowed on any City property.

Smoking is prohibited in all City of Chicago facilities.

The Consultant will require that all employees refrain from disturbing papers on desks, opening desk drawers or cabinets.

While on City premises, the Consultant will not store any equipment, tools or materials without prior written authorization from the Commissioner. The City will not be responsible for or liable to pay the Consultant for any loss of equipment, tools or materials stored in unsecured areas without proper authorization.

4.21. Work In Progress

Any Services in progress at the termination date of the Contract will be completed by the Consultant in the most expedient method available. In no event will the Consultant be relieved of its obligations under this Contract until all Services requested prior to the expiration of the Contract has been completed and accepted by the Commissioner.

4.22. Clean Diesel Fleet MCC 2-92-595

If this Contract is for construction, demolition, restoration, repair, renovation, environmental remediation or environmental abatement of any building, structure, tunnel, excavation, roadway, bridge, transit station or parcel of land and the estimated value of this Contract is \$2,000,000 or more:

- A. Consultant must comply with the Clean Diesel Contracting Ordinance, MCC Section 2-92-595.
- B. Consultant and any Subcontractor(s) must utilize Ultra Low Sulfur Diesel Fuel (ULSD) for any heavy-duty diesel-powered vehicle, non-road vehicle or non-road equipment used in the performance of the Contract.
- C. Consultant and any Subcontractor(s) must minimize idling of motor vehicles and non-road vehicles used in the performance of the Contract during periods of inactivity, and must comply with the anti-idling requirements imposed by any applicable federal, state, or local law.
- D. Consultant and any Subcontractor(s), may not use any of the following vehicles and equipment in the performance of the contract:
 - (i) any heavy-duty diesel vehicle not meeting or exceeding the US EPA's emission standards for heavy-duty diesel vehicles for the 1998 engine model year, unless such vehicle is fitted with a verified diesel emission control retrofit device; or
 - (ii) any non-road vehicle or non-road equipment not meeting or exceeding the US EPA's Tier 1 Non-road Diesel Standards, unless such vehicle or equipment is fitted with a verified diesel emission control retrofit device.
- E. Any heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of this Contract must incorporate such engine or retrofit technology so that the Consultant, through such engine or retrofit technology used directly by the Consultant and all Subcontractors, shall have a minimum of 3.0 clean fleet score per a reporting period, as calculated by using the methodology described in MCC subsection 2-92-595(c)(5). Consultant may exclude from the calculation of the clean fleet score up to fifty percent of all of the heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of the contract during a reporting period that are owned or leased by any firm that the CPO has granted a clean fleet score annual waiver certificate pursuant to MCC subsection 2-92-595 (f). However, pursuant to MCC subsection 2-92-595(b)(6), if this contract is advertised after January 1, 2020, the minimum clean fleet score is increased to 4.0, and Consultant may exclude from the calculation up to only twenty five percent of vehicles owned or leased by a firm that has received a clean fleet score waiver certificate instead of fifty percent.
- F. The City may conduct an audit of the Consultant or inspect any vehicle or equipment used in the performance of the Contract to ensure compliance with the requirements specified above. In the event that Consultant or any Subcontractor fails to utilize ULSD or fails to minimize idling or comply with anti-idling requirements, Consultant will be subject to liquidated damages of \$5,000 per day for each violation and each day of noncompliance will be a separate violation; provided, however, the damages will not exceed \$50,000 for any one vehicle or piece of equipment, as specified in MCC Section 2-92-595(e). Such liquidated damages are imposed not as a penalty but as an estimate of the damages that the City will sustain from delay in completion of the project and inspection and other enforcement costs, as well as the resultant damages to the public health of its citizens, which damages by their nature are not capable of precise proof. The City is authorized to withhold and deduct from monies otherwise payable to the Consultant the amount of liquidated damages due to the City.

Consultant understands that pursuant to MCC subsection 2-92-595(e)(6), any person knowingly making a false statement of material fact to any City department with respect to compliance with the contract

provisions specified in MCC subsection 2-92-595(e) Chicago may be fined not less than \$1,000 or more than \$5,000 for each statement.

4.23. Multi Project Labor Agreement (PLA)

The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City's website at: <http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>.

To the extent that this Contract involves a project that is subject to the PLA, Consultant acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Contract, and shall comply in all respects with the PLA.

ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

5.1. Scope of Services

This Contract is for the Chicago Crimefighting Initiative.

More specifically, the Services that Consultant must provide are described in Exhibit 1, "Scope of Services."

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

5.2. List of Key Personnel

Key Personnel are listed in Exhibit 2, "Compensation and Key Personnel."

5.3. Term of Performance

This Contract takes effect as of the Effective Date and continues for twelve (12) months, unless terminated earlier or extended pursuant to the terms of this contract.

The City will establish the start and expiration dates at the time of formal award and release of this contract.

5.4. Payment

5.4.1. Basis of Payment

The City will pay Consultant 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 "Terms for Professional Services – Single Project."

5.4.2. Method of Payment

Consultant 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. Centralized Invoice Processing

Unless stated otherwise in the Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

Invoices for any City department other than the Department of Aviation:

Invoices
City of Chicago, Office of the City Comptroller
121 N. LaSalle St., Room 700, City Hall
Chicago, IL 60602

Invoices for the Department of Aviation:

Chicago Department of Aviation
10510 W. Zemke Blvd.
P.O. Box 66142
Chicago, IL 60666
Attn: Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to:
invoices@cityofchicago.org with the word "INVOICE" in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number

- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Compensation Schedule.

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

Consultant must not submit invoices for less than \$500 unless a particular invoice is for last payment related to closeout of services.

The City may change its invoice submission and processing procedure during the term of this Contract. Should a change occur, the City will notify Consultant of the new procedure which the Consultant will then be required to follow.

5.4.4. Criteria for Payment

The reasonableness, allocability, and allowability of any costs and expenses charged by Consultant under this contract will be determined by the Chief Procurement Officer and the Commissioner in their sole discretion.

In the event of a dispute between Consultant and the City as to whether any particular charge will be paid, or as to whether the amount of such charge is reasonable, allocable to the services under the contract, or allowable, the Consultant must, and the Department may, refer such dispute to the Chief Procurement Officer for resolution in accordance with the Contract Disputes section of this contract. The City will not withhold payment for undisputed sums on such invoice while a dispute is being resolved.

5.5. Funding

The source of funds for payments under this Contract is Fund number 017-0100-0574733-0340-220340 and various. Payments under this Agreement must not exceed \$1,117,819.00 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.

5.6. Notices

Notices to the City and Consultant will be as provided in the Standard Terms and Conditions. Notices to Consultant will be sent care of the name and to the address listed below:

University of Chicago Urban Labs
33 N. LaSalle Street, Suite 1600
Chicago, IL 60602
Attn: Michael Weis
Director of Finance

5.7. Illinois Prevailing Wage Act

This contract does not call for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”).

5.8. Price Adjustment Not Applicable

Pricing will be fixed and firm for the duration of this Contract.

5.9. No Stated MBE/WBE Participation Goals

It is the policy of the City of Chicago that local businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2 92 450 of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women owned Businesses shall have the maximum opportunity to participate fully in the performance of all City contracts.

The Chief Procurement Officer has determined that the nature of the services to be provided under this contract are such that neither direct nor indirect subcontracting opportunities will be practicable or cost effective. Therefore, there will be no stated goals for MBE/WBE participation resulting from this contract. This determination is being made pursuant to Section 2 92 450 of the Municipal Code of Chicago.



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 Consultant 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 Consultant 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%

(See Form "*Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract*" for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

This commitment is met by the Consultant's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime Consultant (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 Consultant's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Consultant's MBE or WBE commitment with respect to all government Contracts of such Consultant), 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 Consultant 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 Consultant 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 Consultant to demonstrate the specific efforts undertaken by it to involve MBEs and WBEs directly in the performance of this Contract.

The Consultant 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 MCC 2-92-535, the prime Consultant may apply be awarded an additional 0.5 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 mentoring agreement with the Consultant or Subcontractor-to-Subcontractor mentoring agreement. 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 Consultants to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.*

"Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the Consultant 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. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which Consultant committed with its bid.

"Consultant" 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. Consultants 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 Consultant 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 Consultant's business. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a Consultant's MBE or WBE commitment with respect to all government contracts held by that Consultant.)

"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 ("Mentoring Agreement"), or an agreement between a prime's Subcontractor and MBE or WBE Subcontractor ("Subcontractor-to-Subcontractor Mentoring Agreement"), 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. Except as provided in MCC 2-92-525(b)(2), 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 Consultant 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, except as provided in MCC 2-92-525(b)(2).
- 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 Consultant 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 Consultant.
- 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 Consultant/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 Consultant seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime Consultant 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 **Error! Reference source not found.** "**Error! Reference source not found.**") 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.

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 2-92-525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

Except as provided in MCC 2-92-525(b)(2), 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 Consultant 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 Error! Reference source not found., "Error! Reference source not found." 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 Error! Reference source not found., "Error! Reference source not found." 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, Consultants 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant 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 Consultant 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 Consultant's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the Consultant'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 Consultant's records by any officer or official of the City for any purpose.
- f. The Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant may substitute with a non-MBE or non-WBE.
- d) If a bidder or Consultant plans to hire a Subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or Consultant 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 Consultant'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 Consultant 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, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE or WBE of the Consultant 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 Consultant.

Payments due to the Consultant 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 Consultant 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.

In the case of a in the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any Consultant that has failed to retain the percentage of MBE or WBE Subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the Consultant can demonstrate that due to circumstances beyond the Consultant's control, the Consultant for good cause was unable to retain the percentage of MBE or WBE Subcontractors throughout the duration of the contract period.

6.10. Arbitration

- a) In the event a Consultant 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 Consultant 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 Consultant 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 Consultant and a MBE/WBE.
- b) An MBE/WBE desiring to arbitrate shall contact the Consultant in writing to initiate the arbitrative 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 Consultant 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.

6.12. 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

Attachment A –Assist Agency List (Rev. Sept 2016)

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.

**Prime Consultants should contact with subcontracting opportunities to connect certified firms.*

51st Street Business Association * 220 E. 51 st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: the51ststreetbusinessassociation@yahoo.com Web: www.51StreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes	Association of Asian Construction Enterprises * 5677 W. Howard Niles, IL 60714 Phone: 847-673-7377 Fax: 847-673-2358 Email: nakmancorp@aol.com Maintains list of certified firms: Yes Provides training for businesses: Yes
Austin African American Business Networking Assoc. 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: aabna@yahoo.com Web: www.aabna.org Maintains list of certified firms: No Provides training for businesses: Yes	Black Consultants United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: valerie@blackConsultantsunited.com Web: www.blackConsultantsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes
LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: grodriquez@lgbtcc.com Web: www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes	Chatham Business Association Small Business Dev. * 800 E. 78 th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: melindakelly@cbaworks.org Web: www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes
Chicago Minority Supplier Development Council Inc. * 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: pbarreda@chicagomsdc.org Web: www.chicagomsdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes	Chicago Urban League * 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-624-8810 Fax: 773-451-3579 Email: sbrinston@thechicagourbanleague.org Web: www.cul-chicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes
Chicago Women in Trades (CWIT) 2444 W. 16 th Street Chicago, IL 60608 Phone: 773-942-1444 Fax: 312-942-1599 Email: jvellinga@cwit2.org Web: www.chicagowomenintrades2.org Maintains list of certified firms: No Provides training for businesses: Yes	Consultant Advisors Business Development Corp. * 1507 E. 53 rd Street, Suite 906 Chicago, IL 60615 Phone: 312-436-0301 Email: info@Consultantadvisors.us Web: www.Consultantadvisors.us Maintains list of certified firms: Yes Provides training for businesses: Yes

<p>Do For Self Community Development Co. * 7447 S South Shore Drive, Unit 22B Chicago, IL 60649 Phone: 773-356-7661 Email: dennisforself@hotmail.com Web: www.doforself.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Far South Community Development Corporation 9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Fax: 773-941-5252 Email: lacy@farsouth.org Web: www.farsouthcdc.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Federation of Women Consultants * 216 W. Jackson Blvd. #625 Chicago, IL 60606 Phone: 312-360-1122 Fax: 312-750-1203 Email: fwcchicago@aol.com Web: www.fwcchicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Englewood Community Development Corp. * 815 W. 63rd Street Chicago, IL 60621 Phone: 773-651-2400 Fax: 773-651-2400 Email: jharbin@greaterenglewoodcdc.org Web: www.greaterenglewoodcdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Greater Pilsen Economic Development Assoc. * 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: greaterpilsen@gmail.com Web: www.greaterpilsen.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Far South Halsted Chamber of Commerce * 10615 S. Halsted Street Chicago, IL 60628 Phone: 518-556-1641 Fax: 773-941-4019 Email: halstedchamberevents@gmail.com Web: www.greaterfarsouthhalstedchamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Hispanic American Construction Industry Association (HACIA) * 650 W. Lake St., Unit 415 Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: jperez@haciaworks.org Web: www.haciaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Illinois Hispanic Chamber of Commerce * 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 Phone: 312-425-9500 Email: aalcantar@ihccbusiness.net Web: www.ihccbusiness.net Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Illinois State Black Chamber of Commerce * 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 Phone: 309-740-4430 / 773-294-8038 Fax: 309-672-1379 Email: LarryIvory@IllinoisBlackChamber.org / vgilb66709@yahoo.com www.illinoisblackchamberofcommerce.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Latin American Chamber of Commerce * 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: d.lorenzopadron@LACCUSA.com Web: www.LACCUSA.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>National Association of Women Business Owners * 500 Davis Street, Ste 812 Evanston, IL 60201 Phone: 773-410-2484 Fax: 847-328-2018 Email: wjaehn@nawbochicago.org Web: www.nawbochicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Organization of Minority Engineers (NOME) * 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-960-1239 Email: grandevents1@sbcglobal.net Web: www.nomeonline.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

Rainbow/PUSH Coalition * 930 E. 50 th Street Chicago, IL 60615 Phone: 773-256-2768 Fax: 773-373-4103 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: No	South Shore Chamber, Inc. * 1750 E. 71 st Street, Suite 208 Chicago, IL 60649-2000 Phone: 773-955- 9508 Email: twertz@southshorechamberinc.org Web: www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes
The Monroe Foundation 1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Email: omonroe@themonroefoundation.org Web: www.themonroefoundation.org Maintains list of certified firms: No Provides training for businesses: Yes	US Minority Consultants Association, Inc. * 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-708-1597 Fax: 847-382-1787 Email: admin@usminorityConsultants.org Web: USMinorityConsultants.org Maintains list of certified firms: Yes Provides training for businesses: Yes
Women's Business Development Center * 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes	Women Construction Owners & Executives (WCOE) * Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: mkm@mkservices.com Web: www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No
Your Community Consultants Foundation 9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: allen81354@aol.com Maintains list of certified firms: No Provides training for businesses: Yes	

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.: {368874}

Project Description: {Chicago Crimefighting Initiative}

(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



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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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

The Consultant must provide and maintain for the life of this Contract and at Consultant's own expense, until Contract completion and during the time period following final completion if Consultant is required to return and perform any additional work, the insurance coverage and requirements specified below, insuring all operations related to the Contract.

7.1. Insurance to be Provided

7.1.1. Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage must be maintained 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.

Consultant 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.

7.1.2. 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 for bodily injury, personal injury, and property damage liability. Coverages must include 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 Consultant'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 Consultant's acts or omissions, whether such liability is attributable to the Consultant 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. Consultant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Consultant 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 or services to be performed, the Consultant must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The City is to be added as an additional insureds on a primary, non-contributory basis.

Consultant 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.

7.1.4. Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$4,000,000 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.

Consultant 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. Errors & Omissions/Professional Liability

When any professional consultants including program managers/administrators or other professionals who perform work or services in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000 \$1,000,000. When policies are renewed or replaced, the policy retroactive date must

BB
SJ

coincide with or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of (3) three years.

7.2. Additional Requirements

Evidence of Insurance. Consultant must furnish the City, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Consultant must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute Contract 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 requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Consultant, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Consultant must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Consultant for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Consultant to comply with required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility nor does it relieve Consultant of the obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Consultant 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 and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.

Waiver of Subrogation. Consultant hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Consultant's insurer(s).

Consultants Insurance Primary. All insurance required of Consultant under this Contract shall be endorsed to state that Consultant insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Consultant's Liabilities. The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Contract or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Consultant under this Contract.

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

Insurance and Limits Maintained. If Consultant maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Consultant. If Consultant desires additional coverages, the Consultant will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Consultant shall name the Subcontractor(s) as a named insured(s) under Consultant's insurance or Consultant will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Consultant. Consultant shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Consultant is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an additional insured endorsement form acceptable to the City. Consultant is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Consultant must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

ARTICLE 8. SIGNATURE PAGE

Contract Number: 54948

Specification Number: 368874

Consultant Name: THE UNIVERSITY OF CHICAGO

Total Amount (Value): 1,117,819.00

Fund Chargeable: 017-0100-0574733-0340-220340

SIGNED at Chicago, Illinois:

CONSULTANT:

THE UNIVERSITY OF CHICAGO

By: _____

Michael R. Ludwig

Name: _____

Associate VP for Research Admin.

Its: _____

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

State of Illinois; County of Cook

This instrument was acknowledged before me on 7-13-17 (date) by Stefan Jellicoe

as President (or other authorized officer) _____ of _____

The University of Chicago

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

01-29-2021

Commission Expires

CITY OF CHICAGO

By: _____

Mayor

R Emmanuel

AUG 28 2017

Date

Comptroller

Chief Procurement Officer

8/24/17

Date

AUG 28 2017

Date





Darren R. Reisberg
Secretary of the University
5801 South Ellis Avenue, Suite 501
Chicago, Illinois 60637-1458
773.702.7618 | reisberg@uchicago.edu

CERTIFICATE

I, the undersigned, DARREN R. REISBERG, Do Hereby Certify that I am the duly elected and qualified Secretary of the University of the University of Chicago, an Illinois not-for-profit profit corporation, and the keeper of the corporate seal and records of the said corporation.

I do further certify that MICHAEL R. LUDWIG is the duly appointed Associate Vice President for Research Administration and Director of University Research Administration of The University of Chicago; that as such he has the responsibility for the administration of grants, contracts, and other forms of financial support for research and training programs conducted at The University of Chicago.

I further certify that in carrying out the responsibility of his office, MICHAEL R. LUDWIG is authorized to give assurances, make commitments, and execute such documents on behalf of the corporation as may be required by Federal and State agencies and other organizations which provide financial assistance to the corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said corporation, this 30th day of June 2014.



Darren R. Reisberg
THE UNIVERSITY OF CHICAGO



EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

EXHIBIT 1: SCOPE OF SERVICES

Introduction

This document outlines the scope of services to be performed by the University of Chicago Crime Lab, which may be referred to herein as the Chicago Crimefighting Initiative (CCI) Team.

History of the Project

In 2016, the City of Chicago witnessed a significant spike in violent crime, particularly homicides and shootings, attributable most frequently to disputes between street gangs. While many cities in the United States experienced increases in violence, Chicago's crime spike stands alone in the sheer increase in homicides. Chicago suffered 762 homicides in 2016 compared to 485 in 2015, making it the city's worst year for murders in two decades. Eleven hundred more shootings accompanied the 2016 murder spike than in 2015. In response to the rise in violence, the Chicago Police Department (CPD) acted swiftly to identify the city's most embattled districts and remove firearms from city streets. In 2016, Chicago police officers confiscated 8,300 guns, a 20 percent increase from the previous year.

In September of 2016, the Superintendent of Police requested assistance from the federal government on the assessment, development and implementation of crime fighting strategies to stem this tide of violence and to build on the work underway by the University of Chicago Crime Lab to understand and more effectively address the violent crime problem. The U.S. Department of Justice (USDOJ), Bureau of Justice Assistance engaged a team of experts to conduct the assessment phase of the project.

During that engagement, the team of experts engaged by the USDOJ required technical assistance, data analysis and specialized expertise that was available from the University of Chicago Crime Lab. The Crime Lab, founded in 2008, has worked closely with the Chicago Police Department since its inception to help the CPD more effectively analyze and use data. The Crime Lab has conducted studies to understand the recent increase in violent crime, carried out focus groups with officers, and helped the department identify areas where officers need additional support.

As a result, the team of experts engaged by the USDOJ, together with the University of Chicago Crime Lab, formed the Chicago Crimefighting Initiative (CCI) Team. After five months of work and collaboration on the assessment phase, the CCI Team is now moving to the implementation and evaluation phase, which is being funded by the City of Chicago.

Original Request

The CCI project was designed to provide "mutual aid" to the CPD on the fine tuning of crime fighting strategies and tactics. By working collaboratively with the Superintendent and his Executive Management Team, the CCI Team will seek to fully exploit the strengths of the department as well as assist in identifying best practices from throughout the country and to assist CPD to utilize those strategies and plans in order to have an impact on the current crime situation. The Superintendent has requested assistance and collaboration in three main areas:

1. Development and Dissemination of a Comprehensive Crimefighting Plan
2. Assessment and Managed Evolution of Compstat Command Accountability Program
3. Leveraging of Partnerships with Local, State and Federal Law Enforcement Agencies

Deliverables

The CCI Team will produce the following deliverables:

- Crime intelligence details in districts 006, 007, 009, 010, 011 and 015. The CCI Team will provide technical expertise and assistance to CPD as it builds and maintains these intelligence details, including:
 - Configure Strategic Decision Support Centers (SDSCs) for optimal use in crime fighting;
 - Train officers in each district on use of the technology available in the SDSCs;
 - Obtain officer input on the design and implementation of the SDSCs;
 - Assist Commanders by developing a daily briefing that summarizes local crime patterns and trends, serving as the basis for developing missions targeting the people and places driving crime in each district;
 - Assist Commanders by developing a weekly briefing to shape district-wide crime reduction strategy, in concert with area staff, federal law enforcement partners, and prosecutors;
 - Build mapping tools and crime reports for use in daily and weekly briefings and officer roll call, tailored to each district's needs and automated to require minimal analyst time to create;
 - Set goals for key performance indicators, such changes in shootings, homicides, and robberies;
 - Communicate results of mission activity and time on mission to command staff;
 - Track changes in patterns of officer responsiveness.
- Qualitative research protocols aimed at tracking officers' attitudes and perceptions of the new crimefighting strategies and processes, to aid the acceptance and refinement of those strategies. A full-time researcher will be hired for this purpose.
- Collaboration with, and assistance to, the Information Services Bureau (ISB) in management of the project through the organization of weekly meetings with Crime intelligence detail representatives, and through daily contact between ISB and the CCI Team.
- Ongoing technical assistance to identify qualitative and quantitative measures of effectiveness related to crime reduction efforts.
- An overall evaluation of the effectiveness of the new crimefighting strategies and processes.
- New tools for crime analyst to use to identify trends and patterns in the underlying crime data.
- Strategies to solicit input from officers and to give them ownership of the crimefighting process.
- A series of single purpose seminars for personnel on topics of interest, including "mission development" and "crime analysis for managers," among others.
- Protocols to identify and use department resources to achieve mission results.
- Training for personnel on how to be less reactive and more proactive and data-driven in their approach to crimefighting.
- A comprehensive evaluation of the crime intelligence details' effect on crime, particularly violent crime, culminating in a report to the Department on 2017 crime trends versus 2016 and previous years.

- A method to forecast crime trends in an effort to set goals for crime reduction efforts.
- An implementation manual documenting the implementation of this crimefighting strategy in districts 007 and 011. This manual will reflect the challenges and barriers the team encountered in these districts, as well as best practices for internal data collection.
 - Assistance to the CPD in rolling out this crime fighting strategy to other districts, including:
 - Preparation of training materials that can be used by command staff to replicate this model;
 - Training of civilian analysts and other personnel to continue the work currently being performed by the CCI Team;
 - Acting as the roll-out team in other districts, building on the experience accrued and tools built in districts 007 and 011.
 - Assistance to the CPD in organizing a conference on local crimefighting strategies.
 - Assistance to the CPD leadership in developing localized and centralized strategic plans for the department that are community-focused and data-driven.

Project Phases

The CCI project will proceed in three phases, with a completion date of 12 months from contract inception:

1. Research
2. Implementation
3. Evaluation

Any data provided by the City to the Consultant shall only be done pursuant to applicable laws, regulations, judicial orders and the Non-Disclosure of Criminal Justice Information Agreement, which is applicable and incorporated herein by reference, and all such data must be accessed and maintained by Consultant pursuant to such laws, regulations, judicial orders and Non-disclosure agreement.

Research

The CCI Team will establish a rigorous base of evidence on the violent crime-reduction needs of local communities, as well as the productivity and morale of officers. This research will be conducted on parallel tracks: qualitative and quantitative.

Qualitative research

- Receive officer input on theories of crime and the efficacy of patrol for reducing different types of crime. This will be communicated to command and incorporated into focused missions.
- Investigate officer satisfaction and activity through using sociological methods.
- Conduct community interviews to understand the public safety needs of citizens, to better tailor the efforts of each district and make them more responsive to the citizens they serve.

Quantitative research

- Survey officers on their responsiveness to the interventions being introduced as part of the CCI project.

- Analyze crime and officer productivity data, to determine localized crime patterns and officer satisfaction/morale.
- Analyze secondary data (e.g., 911/311 calls) to better understand the context of violent crime.

Implementation

The Strategic Decision Support Centers (SDSCs) began operating in the 7th and 11th districts in February 2017. These districts were selected for this pilot as they have demonstrated the greatest need for strategic gun violence initiatives and technical support. After a promising first month, the model was expanded to four more districts as of March 15, 2017: 6, 9, 10 and 15. Combining intelligence gathered by officers on the beat with quantitative data analytics, the crime intelligence details staffing these centers will provide local, real-time situational awareness for police officers. This will improve response time, preparation, and the likelihood of apprehending a suspect. These crime intelligence details will be staffed with officers and civilian crime and data analysts (all City employees). These civilian analysts will support officers in efforts to better use and analyze crime data and create policing strategies that will effectively reduce crime.

The CCI Team will: assist in the implementation of the SDSCs by optimizing their crimefighting effectiveness in each of the six districts; serve as the launch and roll-out team; and assist CPD in operationalizing the infrastructure of each SDSC.

Optimizing the effectiveness of SDSCs across six districts

The CCI Team, in conjunction with CPD personnel, will help the Department make optimal use of the SDSCs for reducing crime. By implementing a work process in each of the six districts with an SDSC, the CCI Team will ensure that the SDSCs act as a hive of intelligence for each district, where different entities will meet to exchange information, and where daily and weekly intelligence briefings for the Commander will be held. This will enable decisions to be made about missions, patrol, and tactical unit deployment. The SDSCs will also be a place where specialized entities will be able to shape crimefighting strategies, and where the crime and response cycle is harnessed to ensure more effective policing. The team will also continue to meet with the Superintendent, his chief of staff, and other staff, to improve the CPD's crimefighting strategies and tactics during the implementation of the SDSCs.



Launch a support and roll-out team that will:

- Develop and implement a comprehensive and ongoing training program for officers and analysts assigned to the SDSCs.
- Identify metrics or outputs that could be incorporated into daily crime briefings for officers and command staff. The civilian analysts will assist with building intelligence tools like dashboards to support this process, which can integrate into, and provide content for, CompStat briefings.
Create a regular work plan for daily and weekly process for future crime analysts, and identify existing processes that may need to be revamped. A standard work procedure, a daily briefing list, and exemplar briefings and missions will be created.
- Improve training protocols for future CPD/civilian crime analysts.

Operationalize infrastructure:

- Enhance officer understanding of focused missions by investigating the who / when / where / why.
 - Each crime intelligence detail is focused on three objectives:
 - Risk-based deployment – placing officers in the right place at the right time;
 - A focus on ‘impact players’ – using data to track suspects;
 - Investigating crimes, analysis, and goal-setting – calculating a natural rate of crime to serve as a level for comparison.
- Prepare materials each day for the Commander’s briefing in the SDSC and for roll call.
- Familiarize officers to the use of new technologies that allow data and analytics to inform strategic deployment of resources. These technologies include Azavea’s HunchLab predictive police software; Genetec’s real-time situational awareness environment, the Decision Support System; and the ShotSpotter gunshot detection system. The CCI Team will work with CPD to leverage these and other platforms, also available on mobile devices carried by each officer, to better analyze data in the service of preventing crime.

Other key activities:

- Train each member of the crime intelligence detail and implement continuous training on CPD's data and technology systems.
- Set up a daily/weekly/monthly crimefighting process and an intelligence process.
- Overhaul mission assignments to use place-based predictive analytics.
- Assess needs, attitudes, and readiness down to the officer level by developing a protocol for focus groups and survey research in each district.
- Conduct site assessments in the six districts on fleet, physical plant, and technology needs, and develop a plan for how to meet these needs.
- Implement SDSC briefings:
 - After crime data from the previous 24 hours has been collected, reviewed, assessed and analyzed, the crime intelligence detail will meet with the district Commander on a daily basis, at a pre-arranged time, to deliver this information. The crime intelligence detail will provide district management with a recap summarizing the effectiveness of missions, and an analysis of crime in the last 24 hours. In addition to this, the crime intelligence detail will discuss crime overview maps of the past 24 hours, 3 days, and 7 days. The district management will then be

provided with detailed forecasting maps and mission recommendations for the next 24-hour period, as well as other insights such as crime patterns, trends, and strategy analysis. Alongside this, the crime intelligence detail will check the availability of internal and external resources. A calendar of any pre-planned task forces, special deployments, or law enforcement activities will be provided so that everyone in the briefing is aware of current or impending activity, such as service of a warrant, outside agency activity, or special community events. Any unexpected, miscellaneous matters will also be discussed such as crime strategies or deployment issues. Additionally, the mission for the upcoming 24 hours and next weekend will be proposed. Once the district Commander receives a briefing and approves missions, the crime intelligence detail will disseminate missions to patrol, CAPS, and specialized entities. The daily briefing input will also be used for daily roll calls.

- There are also weekly tasks within the SDSC. The focus of the weekly tasks is to take a longer look ahead, to be proactive rather than reactive. The crime intelligence detail will gather information on expected events on the horizon, including in nearby districts, laying the foundation for the daily briefings for the rest of the week. The crime intelligence detail will monitor crime statistics to evaluate against CPD goals on a weekly basis, to ensure that the focus remains on longer-term objectives and not short-run goals.
- Coordinate and guide crime intelligence entities within each district by working closely with the crime intelligence details in the six districts.
- Assist CPD in training of civilian crime analysts and other crime intelligence detail staff members.
- Expand the crimefighting concept to other districts.

Enhance crime-fighting infrastructure

A police department's ability to fight crime is predicated on its inclination to engage all of its employees toward the common goal of crime reduction. The CCI Team will assist the CPD in conducting this type of engagement, and doing so in a data-driven, community-oriented manner that prioritizes missions, deploys resources thoughtfully, and analyzes results of individual and collective efforts to shore up weaknesses and capitalize on best practices. In doing so, the CCI Team will more closely align individual districts with a model in which they develop meaningful, measurable missions, and engage every single employee in the shared effort to reduce crime in the community. Importantly, the each district will **own** its crime problems, even as it requests outside resources for assistance, serving as the hub of all crime reduction missions pertaining to the communities within the district.

The district model that the CCI Team will implement has three goals:

- Crime Reduction
- Community Engagement
- Officer Readiness

Crime Reduction

The CCI Team will optimize districts' crimefighting infrastructure principally through the use of their SDSCs. The crime intelligence detail (all City employees) staffing each SDSC will be comprised of one supervisor, two district intelligence officers, two civilian crime analysts, and a CompStat officer. The crime intelligence detail will be sufficiently robust to ensure that new missions are distributed daily and weekly, after a thorough analysis of local crime to ensure that sprees, trends, and patterns will be prioritized and addressed. After analysis on a district level, there will be meetings with the District Commander, the Executive Officer, the

Tactical Lieutenant, patrol shift supervisor, a representative from CAPS and specialized entities to anticipate and counter future crime threats.

Community Engagement

The CCI Team will ensure that, even as the districts engage in state-of-the-art, data-driven crime reduction efforts, they will always - and with equal emphasis - focus on community engagement. In each district, crime reduction and community engagement will necessarily co-exist, and the partnership with the people who the officers proudly serve will be found in station layout, mission design, personnel assignment, and deployment. The CCI Team will work with each district to develop a station design that is welcoming to, and reflective of, the community it serves, and to develop plans for a sufficient deployment of officers to handle the quality-of-life concerns that impact the well-being of those we serve on a daily basis, with a heightened emphasis on youth programs.

Officer Readiness

Officers should work at a station of which they can be proud. The CCI Team will work to address standing water in bathrooms, faulty electrical equipment, dirty locker rooms and report writing rooms—these are not only health hazards, they have a negative impact on morale and, ultimately, become barriers to effective policing. Officers need to have the proper equipment in the field and in the station. To that end, the CCI Team will monitor that workstations have access to new computers which are necessary for officer efficiency. Finally, officers need access to current, ongoing training with regular briefings on tactical issues, legal updates, and other law enforcement-related topics, which the CCI Team will help organize.

Evaluation

The CCI Team will evaluate both the process and outcome of implementing the focused crimefighting model on crime and on officer attitudes and behavior. Additionally, the potential impact of the crime intelligence infrastructure on officer behavior will be measured to evaluate its success, and to better understand how this model can be deployed to additional districts while maintaining officer buy-in. Furthermore, metrics that might proxy for officer engagement (e.g., the number of mission emails opened, or the number of officers on-time for roll call) will be identified and regularly measured.

EXHIBIT 2: COMPENSATION AND KEY PERSONNEL

Within 10 business days after the end of every month, the University of Chicago will provide an invoice, with such supporting documentation as the City requires, of its costs in the prior month; such costs must be consistent with the budget below. Upon approving the invoice, the City shall process payment of such invoice within 60 days. The City reserves the right to withhold payment if the Superintendent of Police reasonably believes that the University of Chicago has not made sufficient proportional progress on the project.

<u>Personnel</u>	%effort	Rate/hr	# of Hrs	Expense
Research Director/PI	10%	\$99.47	195.74	\$19,470.26
Executive Director	25%	\$125.98	489.21	\$61,630.68
Research Manager	100%	\$46.42	1957.35	\$90,860.19
Data Analyst	100%	\$56.36	1957.59	\$110,329.77
Data Analyst	100%	\$56.36	1957.59	\$110,329.77
Project Associate	33%	\$34.47	652.64	\$22,496.50
Project Associate	33%	\$34.47	652.64	\$22,496.50
Finance Director	8%	\$82.89	163.05	\$13,515.21
Operations and HR Manger	10%	\$92.83	203.9	\$18,928.04
IT Director	8%	\$72.93	162.49	\$11,850.40
IT Support Specialist	6%	\$50.40	122.33	\$6,165.43
Data Acquisitions Manager	17%	\$59.68	326.11	\$19,462.24
Communications	6%	\$60.16	122.34	\$7,359.97
Consultants				
Marjolijn Bruggeling-Joyce	--	\$80.00	1,958.00	\$156,640.00
Sean Malinowski	--	\$250.00	800	\$200,000.00
Craig Uchida	--	\$250.00	320	\$80,000.00
Subject Matter Experts	--	\$150.00	400	\$60,000.00
Total Personnel Costs				\$1,011,534.96
<u>Non-Personnel</u>				Expense
UofC Travel				\$7,500.00
Consultant Travel				\$82,000.00
Computer hardware				\$5,600
IT Services				\$11,184.00
Subtotal non-personnel				\$106,284.00
TOTAL PROJECT COSTS				\$1,117,818.96

Equipment to be Purchased for the City—Title to be in the City

Computer costs are budgeted to purchase two (2) new machines for data analysis for use by the research staff named in the cost proposal. At the conclusion of this project, the machines, with an expected useful life of three years, will be made available to the city for re-deployment at the discretion of the Chicago Police Department.

The Urban Labs standard configuration per station is as follows (subject to change based on availability or other needs to be determined by the University of Chicago):

- Dell Latitude 7470 with the 16GB of RAM and the 256GB SSD and 3 year PSPT
- U2417H Monitors w/ stands
- Dell D3100 USB 3 Docking Station
- Dell Standard keyboard/mouse(Wired)
- 3.3ft HDMI cable

All equipment purchased by the university is assigned a Service Tag Number (serial number) for tracking in the Urban Labs inventory database. Machines are assigned to staff and the information maintained includes the original purchase order#, product cost, purchase date, and warranty details.

University of Chicago Personnel

Crime Lab Research Personnel

Research Director, Max Kapustin

Max Kapustin's work includes the design and evaluation of interventions to reduce youth violence and improve schooling outcomes, and the development of tools for predicting how scarce resources can be allocated to increase their impact.

His research estimates the effects of housing and income on children's long-term outcomes, and of public health insurance on schooling. He holds a BS in actuarial science from New York University and a PhD in economics from the University of Michigan.

Executive Director Roseanna Ander

Founding Executive Director, Crime Lab and Education Lab

Roseanna Ander is an appointee to the International Association of Chiefs of Police Research Advisory Committee and formerly served on the Illinois Juvenile Justice Commission and on the public safety transition teams for both Chicago Mayor Rahm Emanuel and Illinois Governor Bruce Rauner. Prior to joining Urban Labs, Roseanna oversaw the Joyce Foundation's gun violence program and led the foundation's grant-making in early childhood education. Before working at Joyce, she was a Soros Justice Fellow with the Massachusetts Attorney General's Office, and also worked for the Harvard Injury Control Center and the Harvard Project on Schooling and Children. She holds BA in biology from Boston University and an MS in health policy and management from the Harvard School of Public Health.

Research Manager Kimberley Smith

Kimberley Smith works for the University of Chicago Crime Lab as a research manager. At the moment she manages the multi-city gun markets project, work done in partnership with affiliates in six major U.S. cities – Chicago, Los Angeles, Boston, New York, Baltimore, and New Orleans. Prior to joining the Urban Labs, Kimberley was a Senior Research Associate at Innovations for Poverty Action in New Haven, CT where she managed three randomized controlled trials testing the effectiveness of financial products designed for low-income households in the United States. Kimberly holds a Bachelor of Arts degree in Economics from McGill University.

For the Chicago Crime Fighting Initiative Kimberley will lead the qualitative data collection of the project, including coordinating forums for officer feedback and gathering observational data on officer engagement with and attitudes about the new initiatives. She will support the day-to-day management of the crime intel detail by contributing to the creation of new missions and helping with the set-up of the Situation Rooms. Furthermore, Kimberley will assist with research protocols and reports.

Data Analyst, Terrance Neumann

Terrence Neumann has a background in economics, statistics, and computer science. He graduated from Northwestern University in 2016 with a Masters degree in Analytics. His graduate degree focused on coursework and applied projects in the field of data science/machine learning. Terrence has a keen interest in applying cutting edge technology to solving public policy challenges, especially violent crime prevention. For the Chicago Crime Fighting Initiative Terrence will be aggregating intelligence from officers, leading briefings in the Situation Room, and piloting CPD's new technology to better assist officers and command. Terrance will support the team's activity by providing real time analysis of crime data provided by the CPD. He will also conduct queries and reports to describe trends and track progress against benchmarks as the team assists the department in refining its overall crimefighting infrastructure and processes. Terrance will spend significant time on the

ground in Chicago developing relationships and expertise with Chicago police data and information management personnel, serving as a resource for them and maintaining a vital link between the team and the concerned CPD personnel.

Data Analyst, Michael Thompson

Michael Thompson is a Research Analyst in the Crime Lab helping the Chicago Police Department leverage advanced data analytics to reduce violence in the city's most distressed neighborhoods. Prior to joining Crime Lab, Michael worked as a Research Analyst for the Institute for Housing Studies at DePaul University and as a Research Fellow for the Cook County Sheriff's Office. Michael holds a BA in Economics and Political Science from the University of Rochester and an MPP from the University of Chicago Harris School of Public Policy.

Project Associate, Zoe Russek

Zoe Russek is a project associate at the Crime Lab providing research support for the Early Intervention System project, the Gun Tip Line project, and the Institute for Nonviolence Chicago evaluation. Before joining the Crime Lab, she worked as an assistant research analyst at Education Analytics, Inc. and was involved in research on Respondent Driven Sampling in marginalized populations. Zoe holds a BA in statistics and political science from the University of Wisconsin-Madison.

Project Associate, Trayvon Braxton

Trayvon Braxton is a project associate at the Crime Lab working on the Becoming a Man and SAGA math tutoring evaluations. Before coming to the Crime Lab, he spent two years working on evaluations of low-income energy assistance programs as a policy analyst for a non-profit energy research institute. He holds a BA in public policy from Princeton University.

Crime Lab Support Personnel

The Finance Director's responsibilities include preparing contract materials, tracking monthly expenses, allocating payroll, writing contracts for the consultants and preparing expense reports.

The Operations and HR Manager's responsibilities include overseeing general operations at Urban Labs in support of this work, posting/reviewing/selecting candidates to fill the new roles and onboarding candidates.

The IT Director's responsibilities include overseeing the IT network for Urban Labs which supports this work, maintain strict data security protocols and managing the support specialist.

The IT Support Specialist's responsibilities include providing real time desktop support and working with the IT Director to manager the IT network.

The Data Acquisitions Manager's responsibilities include management of all sensitive data agreements, working with agency partners and the university administration to sign agreements and maintain strict security protocols.

The Communications Director's responsibilities include working with the research team to review and edit reports, disseminate findings and prepare presentation materials as required.

Consultants (see extended consultant bios below)

Inspector Marjolijn Bruggeling-Joyce will serve as the Project Manager. She will coordinate, administer, and organize all project activities in cooperation with and under the direction of Dr. Malinowski. Inspector Bruggeling-Joyce will provide support for the team by assisting with the design and implementation of research protocols, conducting interviews with incumbents, and organizing and facilitating focus groups with key personnel at all levels of Chicago PD. Bruggeling-Joyce will

be the on-site, full time project lead on the Crime Intelligence Details in Districts 7 & 11 and will be responsible for the training of personnel, logistics, coordination of physical plant improvements and technology installation associated with the new situation rooms in these districts. She will also oversee the day to day briefings of command staff until other such time that additional CPD staff and civilian analysts can be fully trained to fulfill those responsibilities.

Dr. Sean Malinowski will serve as the Project Director. His primary role will be to assess Chicago PD's crime-fighting and analytical capabilities, and develop strategies focused on addressing violent crime. Dr. Malinowski will also provide direction, design research methodology, and coordinate and manage the activities of the team. Dr. Malinowski will management oversight and technical assistance for the build out of the Crimefighting infrastructure for Districts 7 & 11 and beyond.

Dr. Craig D. Uchida of Justice & Security Strategies, Inc. (JSS) will serve as the Principal Investigator. He will work closely with the crime analysts and officers working in the Crime Intelligence Detail, providing expertise on research, data analysis, and the use of technology for those purposes. He will assist in identifying training needs for the Crime Intelligence Detail and liaise with external organizations (BJA, CNA, and others) to provide that training. He will provide support to Dr. Malinowski in all phases of the project. In addition, he will conduct internal research to evaluate Chicago PD's current crime prevention and performance management systems.

Extended Consultant Biographies

Deputy Chief Sean Malinowski, Ph.D.

Chief of Staff, Los Angeles Police Department

Commander Malinowski is the Chief of Staff to Los Angeles Police Chief Charlie Beck. As the Chief of Staff, he manages the Department's staff officers, provides strategic advice to the chief and oversees high priority projects. Malinowski was the primary author of the LAPD's Strategic Plan, "LAPD in 2020" which outlines a five year road map for an LAPD that is Community-focused and Data Driven. He is also leading the Department's efforts in Performance Management, Demand Reduction, Community Survey Research and Sustainability.

Malinowski manages the LAPD's Predictive Policing program and is the principal investigator for the federally-funded "Smart Policing Initiative." In conjunction with the Institute for Pure and Applied Mathematics at the University of California at Los Angeles (UCLA) and the research firm, Justice and Security Studies, these programs are developing and testing methodologies for deploying discretionary police resources based on highly sophisticated predictive analytics. Malinowski and his team of researchers are also working on methods to measure mission delivery or "dosage" to areas affected by high crime rates.

Prior to his assignment as Chief of Staff, Malinowski was promoted to Commander and given the command of the Special Olympics Group. The Special Olympics Group was responsible for planning security and policing operations for the 2015 Special Olympics World Summer Games held in Los Angeles. The 2015 Games featured 6,500 Special Olympics athletes from 165 nations competing in 25 Olympic-type sports and was the largest public sporting event in Los Angeles since the 1984 Olympics.

As a Captain, Malinowski served as Commanding Officer in two of LAPD's 21 Divisions and also served as the Commanding Officer for the Department's Crime Center. The Crime Center provides late breaking investigative information to officers and detectives throughout the City and the Region and provides data analysis, trend and suspect identification and follow up services for Area and specialized unit detectives responding to emerging crime patterns. The strategy is to drive crime reduction efforts by using available information to shorten the careers of criminals.

Prior to being promoted to Captain, Malinowski served as the Assistant Commanding Officer of LAPD's Crime Center. During that time, he was also tasked by Police Chief Charlie Beck to act as the Commanding Officer of COMPSTAT where he

conducted a comprehensive needs assessment of the Department's Command Accountability system and authored a final report and recommendations designed to take COMPSTAT to the next level.

Malinowski joined the LAPD in 1994 and has worked patrol assignments in South Los Angeles, in the San Fernando Valley and in the west side beach community of Venice. As a sergeant, he worked Patrol, Internal Affairs and Training Division and as the Executive Officer for former LAPD Police Chief Bill Bratton.

Malinowski graduated from Boston University in 1986 with a Bachelor of Science in Public Relations and worked as a marketing Account Executive for BBDO Worldwide and for Lever Brothers Foods in New York and in Chicago, where he expanded product lines for Chrysler, Kmart, Jim Beam and Country Crock brands.

Malinowski left the private sector in 1991 to pursue a master's degree in Criminal Justice and to fill a university appointment as the Director of Development for the Office of International Criminal Justice (OICJ) at the University of Illinois at Chicago. While at OICJ, Malinowski developed and implemented training and technical assistance programs for the United States Department of State and other agencies in more than a dozen countries throughout the world.

Dr. Malinowski earned his Ph.D. in Public Administration from the University of Illinois. During his graduate studies, he was named a Fulbright Scholar and studied counter-terrorism at the Egyptian National Police Academy in Cairo. He is the former Director of the Mayor's Commission on Police Integrity for Chicago Mayor Richard Daley. He is the Founder of the U.S. State Department "Cop to Cop" international police training program that created and implemented police training in the 1990's for the then newly independent states in Eastern Europe.

Malinowski is a Senior Fellow at the Homeland Security Institute at Long Island University and in 2015, he was inducted into the George Mason University, Evidence-Based Policing Hall of Fame. The Hall recognizes innovative law enforcement practitioners who have been central to the implementation of a high quality research program in their agency and also are relentless champions of institutionalizing evidence-based practices. These leaders of evidence-based policing not only help make high-quality police scholarship possible but also advance significant reforms in policing by utilizing science in their decision making.

Craig Uchida, Ph.D., President, Justice & Security Studies

Former Director of Research, National Institute of Justice

Dr. Craig D. Uchida is the President of Justice & Security Strategies, Inc. where he oversees contracts and grants with cities, counties, criminal justice agencies, foundations, and foreign nations. Dr. Uchida is currently working with the Los Angeles Police Department to design and implement Predictive Policing and with the Miami-Dade State Attorney's Office to assist in reducing Mortgage Fraud in the county.

Dr. Uchida has studied violent crime, policing, and a variety of programs in the criminal justice system. He is the author of numerous journal articles, government publications, and monographs. He is the co-editor of two books on drug enforcement and police innovation and is co-author of a book that assessed the security of the Nation's dams, published by the National Academy of Science.

Dr. Uchida was a senior executive within the US Department of Justice. He is the former Assistant Director for Grants Administration and Senior Policy Adviser for the Office of Community Oriented Policing Services (COPS Office). As the Assistant Director for Grants Administration he and his staff were responsible for developing and implementing the grant making process, making grant awards, and grant monitoring. When he left the COPS Office he had provided \$3.4 billion to over 9,000 law enforcement agencies for over 65,000 officers. His efforts at the COPS Office resulted in two major US

Department of Justice Awards – the Attorney General’s Distinguished Service Award in 1995 and the Just Works Award for innovation in government in 1997.

Dr. Uchida is active in numerous Asian American organizations locally and nationally. He is the Chairman of the Board of Directors of the National Japanese American Memorial Foundation, the Co-Chair of the Japanese American Network in Washington, DC, and the Treasurer of the Washington DC Chapter of the Japanese American Citizens League, the oldest Asian civil rights organization in the country.

In 2007, Dr. Uchida was selected by the Department of Defense to participate in the Joint Civilian Orientation Conference that toured the Middle East. He was one of 45 business people selected to meet members of the US Central Command and tour military bases in Djibouti, Kuwait, Bahrain, and Qatar.

Dr. Uchida received his Ph.D. in Criminal Justice from the University at Albany and holds two Masters degrees, one in Criminal Justice and one in American History.

Marjolijn Bruggeling-Joyce

Marjolijn Bruggeling-Joyce was born and raised in The Netherlands. She was a Dutch police officer (Lieutenant) in Amsterdam and recently moved to New York to pursue a career in policing and criminal justice in the U.S.. Her experience and studies sparked her interest in criminology. In her last position she served as project leader on the implementation of information and data management programs across all 17 police precincts throughout Amsterdam. She was responsible for the newly established information exploitation and processing system which is currently being implemented to further intelligence-led policing initiatives in Amsterdam. Within the project, her focus was to amplify current successful data-driven crime fighting methods while at the same time integrating anticipatory policing strategies more effectively. The project is a mainstay of the strategic plan for the Amsterdam Police and serves as a national model. Marjolijn also worked at bringing together national developments in the field of predictive policing, and developed a framework for the various police departments throughout the country to develop and test the effectiveness of strategies.

Prior to her assignment as project leader she worked as operations specialist within the leadership of the Diemen/Ouder-Amstel Precinct, from 2014 onwards. Marjolijn served as a subject matter expert on the operations management process for senior precinct staff, and she acted as an integral member of the precinct strategic management team for the Diemen/Ouder-Amstel precinct. In that capacity, she worked as the primary liaison to local government and drafted the precinct's annual standing plans, and coordinated incident and event calendaring. While in this position, she also developed processes for the sharing and safeguarding of critical information. Before that, in 2013, she was promoted to Police Lieutenant and was assigned as adjutant in the Zuid Oost Precinct, where she supervised the development of intelligence-driven products that provide support during police mobilization. During that time, she also began volunteer work with a police foundation for officers suffering from PTSD.

Marjolijn joined the Amsterdam Police in 2007. She was accepted into basic police academy training, and worked as a patrol officer throughout her 2.5 years of training. In 2008 she traveled to New York and Washington DC (NYPD & FBI) to cooperate in a research project focused on fugitives from justice. In 2009 she graduated at the Police Academy and was accepted into the 3 year Police College. At the same time she started working as a police constable at the Linnaeusstraat Precinct. She stayed there for 4 years, and was promoted to police Sergeant in 2012. In that year she also graduated at the Police College with a bachelor's degree in Police Science. During her time at Linnaeusstraat Precinct she took a Minor in International Relations (and graduated), competed and won a weightlifting gold medal at the World Police and Fire Games in New York, and started to work as a volunteer at the Officer at Peace Unit (de-escalation during protests).

During Community College, in which Marjolijn completed a program in Social Work, she worked as a detention officer for two years and provided sports training for the inmates. In 2004 Marjolijn went to New Zealand to undergo a six month outdoor survival skills training, and afterwards the outdoor organization hired her to work as a survival skills instructor. Back in the Netherlands she worked for two years as an independent group leader with developmentally disabled children.

University of Chicago Travel

Pursuant to City of Chicago OBM Travel Guidelines, to be provided to Consultant:

Travel includes Uber/Lyft/taxi costs to and from the districts for all team members. We estimate the average visit to cost \$25 round trip X 6.25 visits per week X 4 weeks per month X 12 months = 7500.

Consultant Travel

Pursuant to City of Chicago OBM Travel Guidelines, to be provided to Consultant:

The consultant travel costs includes airfare to and from Chicago and hotel/lodging.

Computer hardware

Computer costs are budgeted to purchase two new machines for data analysis for use by the research staff named above. At the conclusion of this project, the machines, with an expected useful life of three years, will be made available to the city for re-deployment at the discretion of the Chicago Police Department.

IT Services

IT Service fees support the cost of centralized servers used to store and manage sensitive data housed at a secure, temperature-controlled site at the University of Chicago, with redundant back-up systems to prevent data loss or other productivity failures. The capacity to store and manage these data must remain with the University of Chicago to ensure their safety and availability for analysis. These fees are not related to any 3rd party vendor nor are they to provide hosting services for the City of Chicago including the Chicago Police Department. These data are provided to the University of Chicago under its non-disclosure agreement with the Chicago Police Department, and all data access will be handled through this existing agreement.

IT services also includes the costs of data connection and telephones for the research and support personnel.

EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____
 Address: _____
 (Number and Street)
 _____ (City) _____ (State) _____ (ZIP)

Specification #: 368874
 RFP: _____
 Project #: _____
 Contract #: _____

Description of Operation/Location

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Consultants <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Workers Compensation and Employers Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Consultants Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for workers compensation and professional liability, will read: 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 of Chicago.
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice

Certificate Holder/Additional Insured

City of Chicago
 Procurement Department
 121 N. LaSalle St., #806
 Chicago, IL 60602

Signature of Authorized Rep. _____
 Agency/Company: _____
 Address _____
 Telephone _____

For City use only

Name of City Department requesting certificate: (Using Dept.) _____
 Address: _____ ZIP Code: _____ Attention: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS 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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME:	FAX (A/C, No.):	
	PHONE (A/C, No., Ext.):		
018695-ALLPL-GXWPc-17-18	E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Self Insured		
INSURED THE UNIVERSITY OF CHICAGO 5801 S ELLIS AVE LEVI HALL, 3RD FL NORTH CHICAGO, IL 60637-2612	INSURER B : United Educators Insurance, A Reciprocal RRG	10020	
	INSURER C : Safely National Casualty Corp.	15105	
	INSURER D : Starr Surplus Lines Insurance Company	13604	
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

CHI-008591105-02

REVISION NUMBER: 5

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	X	COMMERCIAL GENERAL LIABILITY					SELF-INSURED		07/01/2017	07/01/2018	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR									DAMAGE TO RENTED PREMISES (EA occurrence)	\$	
											MED EXP (Any one person)	\$	
											PERSONAL & ADV INJURY	\$	
											GENERAL AGGREGATE	\$	
											PRODUCTS - COMP/OP AGG	\$	
											OTHER:	\$	
		GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC											
	AUTOMOBILE LIABILITY									COMBINED SINGLE LIMIT (EA accident)	\$		
	ANY AUTO									BODILY INJURY (Per person)	\$		
	OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS								BODILY INJURY (Per accident)	\$		
	Hired AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY								PROPERTY DAMAGE (Per accident)	\$		
											\$		
B	X	UMBRELLA LIAB		<input checked="" type="checkbox"/>	OCCUR		X4317T 'SUBJECT TO \$1,000,000' 'UNDERLYING RETENTION'	07/01/2017	07/01/2018	EACH OCCURRENCE	\$	4,000,000	
		EXCESS LIAB			CLAIMS-MADE					AGGREGATE	\$	4,000,000	
		DED <input checked="" type="checkbox"/>	RETENTION \$1,000,000										
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Y/N <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	SP 4056847 'SUBJECT TO \$1,000,000 SIR'	07/01/2017	07/01/2018	X PER STATUTE	X 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										
D	SPECIALTY PROFESSIONAL LIABILITY						SLSL-PRO-262122-16	10/06/2016	10/06/2017	LIMIT	\$	1,000,000	
										SIR		\$100,000	

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

THE CITY OF CHICAGO IS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY/UMBRELLA POLICIES WITH RESPECT TO LIABILITY ARISING OUT OF THE UNIVERSITY'S WORK, SERVICES OR OPERATIONS AND COMPLETED OPERATIONS PERFORMED ON BEHALF OF THE CITY OF CHICAGO WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATE HOLDER DEPARTMENT OF PROCUREMENT SERVICES CITY HALL, ROOM 806 121 NORTH LASALLE STREET CHICAGO, IL 60602	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 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2017

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 have ADDITIONAL INSURED provisions or 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-Auto-17-18	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Safely National Casualty Corp.	15105
INSURED THE UNIVERSITY OF CHICAGO 5801 S ELLIS AVE LEVI HALL, 3RD FL NORTH CHICAGO, IL 60637-2612	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGEs

CERTIFICATE NUMBER:

CHI-008591108-02

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	OTHER:					MED EXP (Any one person)	\$	
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CAE4053224	07/01/2017	07/01/2018	PERSONAL & ADV INJURY	\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					GENERAL AGGREGATE	\$	
	DED <input type="checkbox"/> RETENTION \$					PRODUCTS - COMP/OP AGG	\$	
	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 type="checkbox"/> N/A				COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
						BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
							\$	
						PER STATUTE		OTH-ER
						E.L. EACH ACCIDENT	\$	
						E.L. DISEASE - EA EMPLOYEE	\$	
						E.L. DISEASE - POLICY LIMIT	\$	

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

THE CITY OF CHICAGO IS AN ADDITIONAL INSURED ON THE AUTOMOBILE LIABILITY POLICY ON A PRIMARY/NON-CONTRIBUTORY BASIS WITH RESPECT TO LIABILITY ARISING OUT OF THE UNIVERSITY'S WORK, SERVICES OR OPERATIONS AND COMPLETED OPERATIONS PERFORMED ON BEHALF OF THE CITY OF CHICAGO WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

DEPARTMENT OF PROCUREMENT SERVICES
CITY HALL, ROOM 806
121 NORTH LASALLE STREET
CHICAGO, IL 60602

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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EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S)

Consultants 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 Economic Disclosure Statement (EDS) inaccurate, obsolete, or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Consultant in default, terminating the contract for default, and declaring the Consultant ineligible for future contracts. Your contract also requires that you notify the City of any changes in ownership. If you have a change in ownership or any other change in EDS information to disclose, complete the online EDS, which includes a Disclosure of Retained Parties. Please submit an electronically signed, one-page EDS Certificate of Filing, which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS and Familial Relationships Disclosure is: <https://webapps.cityofchicago.org/EDSWeb>.



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 102041

Certificate Printed on: 04/21/2017

Date of This Filing:04/21/2017 04:25 PM

Original Filing Date:01/13/2017 09:35 AM

Disclosing Party: The University of Chicago

Title:Associate Vice President for Research

Filed by: Michael R Ludwig

Administration

Matter: CHICAGO CRIMEFIGHTING

INITIATIVE

Applicant: The University of Chicago

Specification #: 368874

Contract #: 54948

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

<http://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: MBE / WBE COMPLIANCE PLAN



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

REQUEST FOR NO STATED GOALS

TO: Rich Butler
First Deputy Procurement Officer

FROM: Rony Mammoor
Senior Procurement Specialist

RE: Chicago Crime Fighting Initiative (University of Chicago Crime Lab)

SPECIFICATION NUMBER: 368874

The Chicago Police Department is requesting a sole source agreement be awarded for a one (1) year contract to The University of Chicago Crime Lab. A request for no goals is being requested due to the specialized nature of these services.

The University of Chicago Crime Lab is uniquely qualified to provide such services based upon their specialized expertise in developing and implementing crime fighting strategies to help address increases in violence. The specifications and necessary requirements for performing the proposed contract make it impossible and economically unfeasible to utilize MBE's and WBE's, no MBE/WBE participation is requested. Direct MBE and/or WBE participation is neither practicable nor cost effective.

MINORITY AND WOMEN BUSINESS ENTERPRISES

It is the policy of the City of Chicago that local businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-450 of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Business shall have the maximum opportunity to participate fully in the performance of all City contracts.

The Chief Procurement Officer has determined that the nature of the services to be provided under this Contract are such that neither direct nor indirect subcontracting opportunities will be practicable. Therefore, there will be no stated goals for MBE/WBE participation resulting from this Contract. This determination is being made pursuant to Section 2-92-450 of the Municipal Code of Chicago.

APPROVE:
DISAPPROVE:

Monica Jimenez
Deputy Procurement Officer

3/9/17
Date

APPROVE:
DISAPPROVE:

Rich Butler
First Deputy Procurement Officer

3/9/17
Date

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.

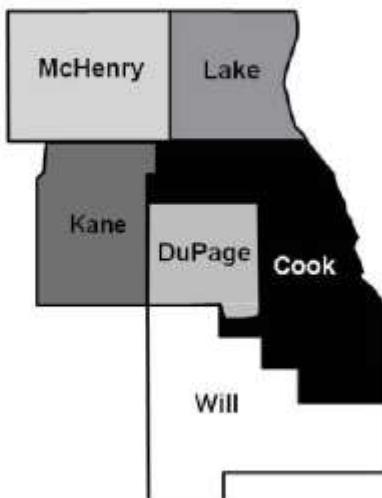
TRAVEL FOR CONSULTANTS OR NON-EMPLOYEES

- 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:	\$0.54/mile	\$0.54/mile	\$0.54/mile	\$0.54/mile
GROUND TRANSPORTATION ***	\$55	\$50	\$45	\$40
PER DIEM ****	\$65	\$60	\$55	\$50
<small>* 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.</small>				

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

OBM.09.19.16.FINAL

CITY OF CHICAGO TRAVEL POLICY

TRAVEL EXPENSE STATEMENT

TRAVEL EXPENSE STATEMENT

Department Submit to Comptroller's Audit Section

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.