

Non-DPS Procurement Solicitation #9848 (COMPTROLLER OTHER)

# **Healthy Chicago Survey**

Specification Number:1283911

Required for use by: DEPARTMENT OF HEALTH

Bid/Proposal Submittal Date and Time: 11:59 PM Central Time, 07-DEC-2023

**Deadline for Questions:** 05:00 PM Central Time, 20-NOV-2023

**Buyer:** MOORE, CANDICE

Email Address: Candice.Moore@cityofchicago.org

**Phone Number:** 3127479505

Pre-Solicitation Conference Date and Time: 01:00 PM Central Time, 16-NOV-2023

**Pre-Solicitation Conference Location:** 

https://teams.microsoft.com/l/meetup-join/19%3ameeting\_MDgwYWVjMzMtMzdhNi00NzEyLThlYzUtNTI yNWNINTVIZTI3%40thread.v2/0?context=%7b%22Tid%22%3a%227036cda9-062d-4151-8144-97ddc56e7

027%22%2c%22Oid%22%3a%2282a54595-830e-411b-b944-fd5a53ff256b%22%7d

Site Visit Date & Time: N/A Site Visit Location: N/A

# Please submit your response to:

http://www.cityofchicago.org/eProcurement iSupplier vendor portal registration is required. Allow 3 business days to complete registration.

BRANDON JOHNSON MAYOR Fikirte Wagaw Acting Commissioner

Specification Number: 1283911

**Type of Funding:** 

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**Type of Funding:** 

#### 1 Header Information

#### 1.1 General Information

Title Healthy Chicago Survey
Description Healthy Chicago Survey

Preview Date 02-NOV-2023 09:29:46 Open Date 02-NOV-2023 12:00:00

Close Date 11:59 PM Central Award Date Not Specified

Time, 07-DEC-2023

Time Zone Central Time Buyer MOORE, CANDICE

Quote Style Blind Email Candice.Moore@cityofchicag

o.org

Event Non-DPS Procurement Outcome ProServ Blanket Agreement

#### **1.2 Terms**

Effective Start Date Not Specified Effective End Date Not Specified

Ship-To Address 041- DEPAUL 2FL Bill-To Address 041- DEPAUL 2FL

333 S. STATE ST.
2ND FLOOR
Chicago, IL 60604
United States

333 S. STATE ST.
2ND FLOOR
Chicago, IL 60604
United States

Payment Terms IMMEDIATE Carrier

FOB Freight Terms

Currency USD (US Dollar) Price Precision Any

Total Agreement Not Specified Minimum Release Not Specified

Amount (USD) Amount (USD)

# 1.3 Requirements

Contact Information
What is the First Name of the contact person for this RFP?
Provide your answer below
What is the Last Name of the contact person for this RFP?
Provide your answer below
What is the Title of the contact person for this RFP?
•
Do 'Il a serve al II
Provide your answer below

**Specification Number: 1283911** 

**Type of Funding:** 

Contact Information
What is the Phone Number of the contact person for this RFP?
What is the Fhone Pulmber of the confluct person for this Ref.
Provide your answer below
Trovide your miswer below
What is the Email of the contact person for this RFP?
What is the Email of the contact person for this Ref.
Provide your answer below
Trovide your answer below
Organization Information
William I and the state of the
What is your Legal Organization Name
Provide your answer below
What's a Land Own's d'a Allan
What is your Legal Organization Address
Provide your answer below
William I and the state of the
What is your Legal Organization City
Provide your answer below
What is a self-order of the Court of the Court
What is your Legal Organization State
Provide your answer below

Organization Information
What is your Legal Organization Zip Code
De 11 de de de 11
Provide your answer below
What is your Legal Organization County
Provide your answer below
•
What is your Legal Organization Telephone Number
What is your Legar Organization Telephone Number
Provide your answer below
Frovide your answer below
Please enter your agency's Federal Employer Identification Number. Your Federal Tax ID number is a 9
digit number that contains only numbers and acceptable format Center at 877-829-5500. *Search for your
Tax ID number at the IRS website: http://apps.irs.gov/app/pub78
Provide your answer below
•
Please enter the Unique Entity ID (SAM) number associated with your organization. All organizations
receiving federal financial awards or sub-awards must have a Unique Entity ID (SAM) number. You may
search for your Unique Entity ID (SAM) number or request one here - http://SAM.gov
search for your ornique Entity 115 (07.171) humber of request one here—http://ornivi.gov
Provide your answer below
Trovide your answer below
Please provide the name of your agency's chief executive.
Provide your answer below

Organization Information
Please provide the official title for the chief executive of your agency.
Provide your answer below
Places provide the Chief Evecutive's contest telephone number including once and
Please provide the Chief Executive's contact telephone number, including area code.
Provide your answer below
Please provide your Chief Executive's e-mail address.
Provide your answer below
Please provide the name of your agency's chief financial officer.
Provide your answer below
Please provide the contact phone number for your agency's chief financial officer.
Provide your answer below
Please provide the contact e-mail address for your agency's chief financial officer.
Provide your answer below

Organization Information
Community Reach
Propose sampling method(s), including eligibility and exclusion criteria, that will be used to identify an adequate representative sample of households and non-institutionalized adults in the City of Chicago using a mixed-mode, address-based-sampling (ABS) approach.
Provide your answer below
Specify how residential addresses are to be obtained, including: i) how residential addresses will be
differentiated from business and other non-residential addresses; ii) how drop point delivery addresses will be managed; and iii) (if applicable) how auxiliary data sources will be used to improve sampling accuracy.
Provide your answer below
Specify the method to identify the eligible respondent from the selected household, including but not limited to situations where there is more than one family living in the household.
Provide your answer below
Propose a method of sequential mixed-mode data collection. Describe the methodology in detail, including the following: i) which data collection modes (paper, online, phone, in-person, other) will be used and in what sequence; ii) limitations of each mode and how they will be addressed; iii) any incentives that will be offered to participants; iv) (if applicable) how the questionnaire would be adapted for self-administered modes, and v) methods to address non-response follow-up.
Provide your answer below
Describe specific strategies and techniques to maximize response and cooperation rates. Provide evidence demonstrating effectiveness of these techniques in previous work and/or published literature.
Provide your answer below

Community Reach
·
Describe how the proposed methodology can maximize representation among demographic groups that have historically been underrepresented in the unweighted HCS sample, specifically: Latinx residents, Asian American residents, young adults under the age of 30 and those with lower educational attainment.
Provide your answer below
Describe how the proposed methodology will yield community area estimates, at minimum, every two years. Specify how geographic information related to each participant will be geocoded to the participant's community area and zip code. CDPH prefers direct community area estimates over other methodologies that rely on small area estimation models.
Provide your answer below
Decree de la complete l'al MCC de la la complete l'al marche de la complete la complete l'al marche de
Propose a method that allows CDPH to link HCS respondent data with spatially referenced environment point data (e.g. grocery store, CTA station, health care provider locations) to understand the health impacts related to a participant's proximity to community assets. To protect participant confidentiality, CDPH is not interested in receiving the participant's address in the final dataset. This method may use geographic masking to obfuscate the participant's address in the final dataset or any other appropriate techniques. Provide evidence of how participant confidentiality will be protected.
Provide your answer below
Provide your allswer below
Outline how proposed methodology will adapt to changes to the 2020 US Census.
Provide your answer below
Describe how the work to be done in this RFP supports the implementation and monitoring of Healthy Chicago 2025, and CDPH's overall goal of creating a city with strong communities and equitable access to resources, opportunities, and environments that maximize health and well-being.
Provide your answer below

Technical Expertise and Capacity
Describe the methodology, including all demographic and geographic variables used, for developing
sample weights for all respondents for citywide, community area and zip code estimates. The final sample must be representative of the overall demographics and geographic distribution of the City of Chicago's population of non-institutionalized adults.
Provide your answer below
Trovide your answer below
Provide examples of survey methods utilized in other projects, especially those using an address-based sample or requiring complex sampling strategies, multiple layers of analysis, or mixed mode data collection.
D :1
Provide your answer below
Describe systematic quality assurance procedures to ensure accurate, reliable and valid results; prevent unacceptable practices; and to minimize errors in data collection. This should include sampling and non-sampling errors.
Provide your answer below
Demonstrate previous experience preparing and submitting Institutional Review Board (IRB) applications, including IRB amendments and/or periodic reviews. Respondent must submit their adverse event reporting protocol.
Dravida your answer below
Provide your answer below
Describe the data security plan and methods of protecting participant confidentiality.
Dravida your answer below
Provide your answer below

Technical Expertise and Capacity
Demonstrate ability to translate the survey instruments into, and if applicable, conduct interviews in, Spanish and other languages. Include in the response: a list of all languages available for survey translation, protocols taken to ensure that translation is accurate and culturally competent, and process for participant to select their preferred language. (If applicable) Provide evidence that interviewing staff is able to communicate in an effective manner with culturally varied and linguistically diverse participants.
Provide your answer below
Management and Support Capacity
Demonstrate ability to support all work related to survey development, training, data collection and processing etc. at an offsite location.
Provide your answer below
Demonstrate ability to engage in regular consultation and advisement to and from CDPH staff on all aspects of survey operations and data collection, including sampling methodology, formatting and content of the final survey instruments, data cleaning and analysis.
Provide your answer below
Describe the data collection operations for each mode: how survey staff are trained and supervised; hours of operation; monitoring capacity, etc. Demonstrate ability to provide adequate staff during all operating hours, including at least 1 supervisor on duty during operating hours. Survey staff must be trained and regularly monitored throughout the data collection process to ensure privacy and confidentiality and minimize error, bias and participant confusion.
Provide your answer below
Describe how you will conduct an annual pre-test and pilot to assess reliability and validity of the items on the survey, assess and propose corrections to the minimize error and participant confusion, and evaluate the flow of the questionnaire (e.g., skip patterns).

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Management and Support Capacity
Provide your answer below
Describe the ability to produce a dataset in SAS® format and to produce sample written reports and documentation. At a minimum, these reports should describe in detail all aspects of data collection and methods employed in the conduct of the survey. Written documentation shall be provided that includes but is not limited to call dispositions (if applicable), mode-specific performance metrics, sampling strategy, a detailed analysis of response rates and weighting procedures and a summary of response frequencies to questions.
Provide your answer below
Confirm capacity to produce all of the deliverables listed in Section D of the RFP in accordance with the timeline to be defined in the annual Task Order, each contract year. For any deliverables that cannot be produced in full, provide an explanation.
Provide your answer below
Submit a proposed 36-month timeline of Years 1, 2, & 3 activities and expected deliverables using the
table provided in the RFP.
Dravida yayır anaylar balayı
Provide your answer below
Statement of Assurance
Please acknowledge that you have the laws, statutes, ordinances and executive orders section of the RFP.
12 10 mag to manufacture and manufacture and an order of the start of
Provide your answer below
Please read, complete and attach the Conflict of Interest Questionnaire.
Provide your answer below

Statement of Assurance
Please acknowledge that you uploaded a completed budget outlining all detailed for the program in it is
entirety.
Provide your answer below
Please provide your initials signifying that all required documents have been reviewed and submitted as
required.
Provide your answer below
Trovide your answer below
Full-Name of Signatory
Full-Name of Signatory
Provide your answer below
Title of Signatory
Provide your answer below

# 1.4 Attachments

Name	Data Type	Description
ATTACHMENT 01: RFP	File	ATTACHMENT 01: RFP DOCUMENT
DOCUMENT		
ATTACHMENT 02:	File	ATTACHMENT 02: BUDGET FORM
BUDGET FORM		INSTRUCTIONS
INSTRUCTIONS		
ATTACHMENT 03:	File	ATTACHMENT 03: CONFLICT OF
CONFLICT OF INTEREST		INTEREST QUESTIONNAIRE
QUESTIONNAIRE		
ATTACHMENT 04:	File	ATTACHMENT 04: INSTRUCTIONS FOR

Name	Data Type	Description
INSTRUCTIONS FOR		SUBMITTING APPLICATION
SUBMITTING		
APPLICATION		
ATTACHMENT 05: Online	File	ATTACHMENT 05: Online Customer Support
Customer Support		

# 1.5 Response Rules

	Solicitation is restricted to invited suppliers
X	Suppliers are allowed to respond to selected lines
X	Suppliers are allowed to provide multiple responses
	Buyer may close the solicitation before the Close Date
	Buyer may manually extend the solicitation while it is open

#### 2 Price Schedule

#### 2.1 Line Information

# Display Rank As No indicator displayed Ranking Price Only Cost Factors None

Line	Item, Rev	Target	Unit	Unit Price	Amount
	/ Job	Quantity			
1 0005 - Personnel		1	USD		
2 0044 - Fringe		1	USD		
Benefits					
3 0100 -		1	USD		
Operating/Technical					
4 0140 - Professional		1	USD		
and Technical Services					
5 0200 - Travel		1	USD		
6 0300 - Materials and		1	USD		
Supplies					
7 0400 - Equipment		1	USD		
8 0801 - Indirect		1	USD		
9 0999 - Other		1	USD		

#### 2.2 Line Details

#### 2.2.1 Line 1 0005 - Personnel

Category 94855.DA. Start Price (USD) Not Specified Shopping Category **Not Specified** Target Price (USD) Not Specified

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

#### 2.2.2 Line 2 0044 - Fringe Benefits

Category 94855.DA. Start Price (USD) Not Specified Shopping Category Not Specified Target Price (USD) Not Specified

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

# 2.2.3 Line 3 0100 - Operating/Technical

Category 94855.DA. Start Price (USD) Not Specified Shopping Category Not Specified Target Price (USD) Not Specified

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

#### 2.2.4 Line 4 0140 - Professional and Technical Services

Category 94855.DA. Start Price (USD) Not Specified Shopping Category Not Specified Target Price (USD) Not Specified

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

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#### 2.2.5 Line 5 0200 - Travel

Category **94855.DA.** Start Price (USD) **Not Specified**Shopping Category **Not Specified**Target Price (USD) **Not Specified** 

Minimum Release Not Specified Amount (USD)

Estimated Total Not Specified

Amount (USD)

# 2.2.6 Line 6 0300 - Materials and Supplies

Category **94855.DA.** Start Price (USD) **Not Specified**Shopping Category **Not Specified**Target Price (USD) **Not Specified** 

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

#### 2.2.7 Line 7 0400 - Equipment

Category **94855.DA.** Start Price (USD) **Not Specified**Shopping Category **Not Specified**Target Price (USD) **Not Specified** 

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

#### 2.2.8 Line 8 0801 - Indirect

Category **94855.DA.** Start Price (USD) **Not Specified**Shopping Category **Not Specified**Target Price (USD) **Not Specified** 

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

## 2.2.9 Line 9 0999 - Other

Category **94855.DA.** Start Price (USD) **Not Specified** Gategory **Not Specified** Target Price (USD) **Not Specified** 

Shopping Category Not Specified Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

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# **CITY OF CHICAGO**



# REQUEST FOR PROPOSALS (RFP) for (Healthy Chicago Survey)

RFP# (9848):

# All Proposals must be submitted through eProcurement system http://www.cityofchicago.org/eprocurement

For further information:

Chicago Department of Public Health

[312-744-5780]

[hannah.matzke@cityofchicago.org]

City of Chicago Department of Public Health Bureau of Community Health Office of Epidemiology



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#### 1. GENERAL INVITATION

#### I. Purpose of the Request for Proposal

The City of Chicago (City), acting through its Department of Public Health (CDPH), is pleased to invite the submission of Proposals for the Healthy Chicago Survey (HCS). CDPH is interested in using data collected by the HCS to: support communities in describing and advocating for their health and wellness, describe and understand health inequities among demographic groups and communities, monitor trends over time, and inform and monitor aspects of its community health improvement plan.

This request for proposal (RFP) advances the mission of CDPH to work with communities and partners to create an equitable, resilient, safe, and Healthy Chicago. Our efforts build toward our vision where everyone in Chicago thrives and achieves their optimal health and wellness. CDPH's approach is guided by our community health improvement plan, Healthy Chicago 2025, that is focused on racial and health equity, especially eliminating Chicago's racial life expectancy gap by addressing the root causes of health.

# 2. **DEFINITIONS**

"Agreement" means the City of Chicago's Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms as attached in this RFP in <a href="Exhibit 9">Exhibit 9</a>.

"Commissioner" means the Commissioner for the City of Chicago Department of Public Health.

"Contractor" means the entity awarded a contract pursuant to the City's RFP process, and includes the Contractor's subcontractors.

"Department" means the City of Chicago Department of Public Health.

"Proposals" means the documents submitted in response to this RFP.

"Respondent" means the individuals or business entities submitting a proposal in response to this RFP.

#### A. DESCRIPTION OF BUSINESS NEEDS

The City of Chicago Department of Public Health (CDPH) launched the Healthy Chicago Survey (HCS) in 2014 to collect reliable, timely and representative data on root causes, health behaviors and

health outcomes from adults living in the City of Chicago to enable CDPH and other organizations to use the data to describe and take action towards improving health and health equity.

CDPH is pleased to issue this Request for Proposal as part of its continued efforts to enhance the HCS methodology, questionnaire design, participant outreach, administration, and dissemination strategies to ensure the following:

- Community participation and decision making within HCS governance and operations so that community priorities are reflected.
- The sample of adult Chicago residents (18 years and older) is representative by race, ethnicity, age, gender identity, sexual identity, ability, educational attainment, employment status, income and other key demographics.
- Participation among groups that have historically been underrepresented in the HCS unweighted sample, in particular: Latinx and Asian American residents, young adults under the age of 30 and those with educational attainment lower than a high school diploma.
- Actionable data is collected that responds to current and emerging public health priorities
  and support a root cause approach for improving health and health equity. It is critical that
  data collected allow for reliable estimates for Chicago adults overall, for major demographic
  groups and for Chicago's 77 community areas. To the greatest extent possible, data should
  allow for prospective monitoring of trends, with minimal impact on monitoring and
  evaluating historical trends.
- A budget that appropriately reflects and weights these priorities, recognizing that CDPH seeks a sustainable funding model to minimize administrative burden and costs associated with conducting the survey.

#### B. GENERAL INFORMATION AND GUIDELINES

#### 4.1 Respondent Organization and Related Requirements

The Services contemplated are professional in nature. The Contractor, acting as an individual, partnership, corporation, or other legal entity, must be of professional status, licensed to perform in the State of Illinois, licensed for all applicable professional discipline(s) requiring licensing, and governed by professional ethics in its relationship to the City. All reports, information, or data prepared or assembled by the Contractor under a contract awarded pursuant to this RFP are confidential in nature and will not be made available to any individual or organization, except the City, without the prior written approval of the City. Any contract resulting from this RFP document will contain a provision requiring confidentiality on the part of the Contractor.

The Respondent must be financially solvent and each of its members if a joint venture and its employees, agents, and subcontractors of any tier must be competent to perform the Services required under this RFP document.

#### C. Communications Between the City of Chicago and Respondents

#### 1. RFP Submission Information

In October 2017 the City of Chicago replaced it Cybergrants system with the new eProcurement system. eProcurement (also known as iSupplier) is the City of Chicago's new online purchasing system. The goals of eProcurement are to move to a universal system that can handle all contract administration including RFP management, contract execution, and payment processing. All organizations seeking to do business with the City must register and submit information through this online purchasing system. **This includes the RFP process.** 

To complete an application for this RFP, RESPONDENTS will need to set up an account in the new eProcurement/iSupplier system.

Registration in iSupplier is the first step to ensuring your agency's ability to conduct business with the City of Chicago and CDPH. Please allow three days for your registration to be processed. Respondents requiring access to eProcurement are encouraged to register immediately upon receiving the notice of this solicitation; customer support will be available to provide additional assistance as needed. Please see below for additional contact information.

The Department of Procurement Services (DPS) manages the iSupplier registration process. All delegate agencies are required to register in the iSupplier portal at <a href="https://www.cityofchicago.org/eProcurement">www.cityofchicago.org/eProcurement</a>. All vendors must have a Federal Employer Identification Number (FEIN) and an IRS W9 for registration and confirmation of vendor business information.

- 1. New Vendors Must register at www.cityofchicago.org/eProcurement.
- 2. Existing Vendors You must request an iSupplier invitation via email if your organization does not have an account in the iSupplier system. Include your Complete Company Name, City of Chicago Vendor/Supplier Number (found on the front page of your contract), and W-9 in your email to customersupport@cityofchicago.org. You will then receive a response from DPS, which will allow the user to complete the registration process. Please check your junk email folder if you have made a request and have not received a response within 3 days of the request.

For further eProcurement help use the following contacts:

- Questions on Registration: <u>CustomerSupport@cityofchicago.org</u>
- Questions on eProcurement for Delegate Agencies including:
   <u>CustomerSupport@cityofchicago.org</u> or contact the Customer Support Center at 312-744-HELP
- Online Training Materials: <a href="https://www.cityofchicago.org/city/en/depts/dps/isupplier/online-training-materials.html">https://www.cityofchicago.org/city/en/depts/dps/isupplier/online-training-materials.html</a>

Respondents must submit an application for the request for proposal via eProcurement.

For this application, all answers to application questions are limited to 4,000 characters, including spaces and punctuation.

#### a. For respondents who wish to submit more than one application to an RFP

Organizations submitting more than one proposal (maximum of three) may do so by submitting each proposal by a separate, unique registered account user with online bidding responsibilities, using their individual login information.

If you are having difficulty registering additional people, please refer to this handout

https://www.cityofchicago.org/content/dam/city/depts/dps/isupplier/training/Vendor Create
New Address and Contact.pdf

Here is a link to all additional technical assistance videos and handouts.

https://www.cityofchicago.org/city/en/depts/dps/isupplier/online-training-materials.html

Additionally, Respondents may contact <u>CustomerSupport@cityofchicago.org</u> or contact the <u>Customer Support Center at 312-744-HELP</u> to receive more specific instructions and troubleshooting.

#### 4.2 Deadline and Procedures for Submitting Proposals

To be assured of consideration, Proposals must be received by the City of Chicago's Department of Public Health no later than October 10<sup>th</sup>, 2023.

<u>The City may but is not required to accept Proposals that are not received by the date and time set</u> <u>forth above</u>. Only CDPH's Commissioner is empowered to determine whether to accept or return late Proposals.

#### 4.3 Procurement Timetable

The timetable for the RFP solicitation process is summarized below. Note that these are target dates and are subject to change at the discretion of the City.

Key Activity	Target Date
City Issues RFP	November 2 <sup>nd</sup> , 2023
Pre-Proposal Conference	November 16 <sup>th</sup> , 2023
Proposal Questions Due	November 20 <sup>th</sup> , 2023 by 5:00pm CST
Final Answers to Questions Issued	November 22 <sup>nd</sup> , 2023 by 5:00pm CST
Proposals Due	December 7 <sup>th</sup> , 2023 by 11:59pm CST

#### 4.4 RFP Information Resources

Respondents are solely responsible for acquiring the necessary information or materials to prepare their Proposal in response to this RFP. Information for preparing a response to this RFP can be located on the City's website as follows:

https://eprocurement.cityofchicago.org/OA\_HTML/OA.jsp?OAFunc=PON\_ABSTRACT\_PAGE&PON\_NEGOTIATION\_STATUS=ACTIVE

#### 4.5 Contract Term

\$1,100,000 will be available through this RFP for the initial contract period beginning January 1, 2024, through December 31, 2026, with up to three extensions, each not to exceed one year, at the discretion of the City based on the availability of funds, the need to extend services, and the respondent's performance. It is anticipated that one contract will be awarded through this RFP

#### 4.6 Confidentiality and Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all Proposals, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website. However, Respondents may designate those portions of a Proposal which contain trade secrets or other proprietary data ("Data") which Respondent desires remain confidential.

To designate portions of a Proposal as confidential, Respondent must:

- A. Mark the cover page as follows: "This RFP proposal includes trade secrets or other proprietary data."
- B. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal."
- C. Provide a CD-ROM with a redacted copy of the entire Proposal or submission in .pdf format for posting on the City's website. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a CD-ROM with a redacted copy may result in the posting of an un-redacted copy.

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Proposal as non-responsive.

All Proposals submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of information.

#### **5. REQUIRED PROPOSAL CONTENT**

Respondents are advised to adhere to the submittal requirements of the RFP and in particular this section. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by the City, the Proposal and related submittals may become part of the contract.

Please prepare your Proposal by using each heading in this section on required Proposal content and in the same order as listed below. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal. Responses to each section must consider the parameters and guidelines expressed in the Scope of Services and in the Functional and Technical Requirements.

#### 5.1 Cover Letter

Respondent must submit a cover letter signed by an authorized representative of the entity committing Respondent to provide the Services as described in this RFP in accordance with the terms and conditions of any contract awarded pursuant to the RFP process. The cover letter must, at a minimum:

- **A.** Indicate the number of years the company/organization has been in business, and provide an overview of the experience and background of the company/organization and its key personnel committed to this project.
- **B.** Identify the legal name of the company/organization, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited liability company or partnership, etc.), and the names of its principals or partners and authority to do business in Illinois with the most recent documents filed with and obtained from the Secretary of State.
- C. Indicate the name, telephone number(s) and e-mail address of the principal contact for this Proposal, oral presentation or negotiations.
- **D.** Summarize Respondent's commitment to comply with the MBE/WBE requirements as stated in the Special Conditions Regarding Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Commitment as stipulated in <a href="Exhibit 5">Exhibit 5</a> of this RFP.
- E. Acknowledge receipt of Addendum issued by the City, if any.

#### 5.2 Executive Summary

Respondent must provide an executive summary that explains its understanding of the City's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's strategy and methodology for satisfying the scope of services in the RFP and any additional factors for the City's consideration.

# 5.3 Professional Qualifications and Specialized Experience of Respondent and Project Team Members

If Respondent proposes that major portions of the work will be performed by different team members (joint venture partners, subcontractors, etc.), Respondent must provide the required information as described below for <u>each</u> such team member.

# A. Respondent's Team, and Role of Each Team Member

Identify the companies that comprise Respondent's team. Summarize the specific role and degree of involvement of each company in the Respondent's team. If Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each team member separately.

If Respondent has a prime contractor / subcontractor relationship instead, this information regarding role, involvement and experience is also required for any subcontractor that is proposed to provide a significant portion of the work

Provide a chronological history of all mergers and / or acquisitions involving the Respondent team members, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

If Respondent is a joint venture or partnership, attach a copy of the joint venture or partnership agreement signed by an authorized officer of each partner. Each partner must execute:

- **1.** Schedule B as shown in <u>Exhibit 5</u>, if joint venture or partnership includes City of Chicago certified MBE/WBE firms(s), as applicable.
- **2.** Separate Economic Disclosure Statement and Affidavit ("EDS") completed by each partner and one in the name of the joint venture or partnership as shown in Exhibit 6.
- **3.** Insurance certificate in the name of the joint venture or partner business entity.

# B. Firm Overviews and Company Profile Information (Exhibit 3)

Include a firm overview for each such firm on the Respondent's Team, which should include the Respondent/prime Contractor and all subcontractors, including MBE and WBE firms. The firm overview for each prime and subcontractor shall include a completed copy of the Company Profile Form contained in Exhibit 3 as well as any additional information, such as relevant project experience, that Respondent feels is relevant to assist the City in its evaluation of Respondent's Proposal.

#### C. Company References / Client Profile Information (Exhibit 4)

Respondent must provide at least one (and two additional if available) client references for the services substantially similar to those described in this RFP preferably from governmental organizations of which, the one (and up to 3) reference(s) must be of similar scope and magnitude as described in this RFP. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone and fax number.
- Description of Services provided similar to the Services outlined in this RFP.
- The date when the Service was implemented.
- The location of the Services.
- Nature and extent of Respondent's involvement as the prime contractor (also indicate area of secondary responsibility, if applicable)
- Identify equipment and Services, if any, subcontracted, and to what other company.
- Nature and extent of Respondent's involvement as the prime contractor (also indicate areas of secondary responsibility, if applicable).
- Contract term (Start and End date, or indicate if currently providing services)
- The total dollar value of the Services.

All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, including the City of Chicago, or any available sources, relevant information concerning Respondent's record of past performance.

#### D. Licenses and Certifications

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing Services described in this RFP in the City of Chicago, County of Cook and State of Illinois for itself, its partners and its subcontractors, including evidence that the Respondent is authorized by the Secretary of State to do business in the State of Illinois. If Respondent is not currently "doing business" in Illinois at the time of submission, it is not required to show corporate good standing in Illinois with the Proposal (or qualifications); Respondent should so indicate and provide evidence of good standing for its state of organization, and primary state of operation, if different. Corporate good standing in Illinois will be required for award of any contract. Provide copies with the Proposal submission.

These requirements will vary depending upon the circumstances of each Respondent. See the Department of Business Affairs and Consumer Protection (BACP) website for additional information: <a href="https://www.cityofchicago.org/businessaffairs">www.cityofchicago.org/businessaffairs</a>.

If required by law, Respondents are required to have an Illinois Business License. See the State of Illinois, Department of Business Services website for additional information: (http://www.cyberdriveillinois.com/).

Additionally, visit the State of Illinois' Division of Professional Regulation for information regarding the State of Illinois' Professional Certifications: <a href="http://www.idfpr.com/DPR.asp">http://www.idfpr.com/DPR.asp</a>.

#### E. Capacity to Perform

Describe the capacity of the Respondent team to provide the proposed solution and services for the City. This should include a discussion of any uncompleted projects and/or contractual commitments to other clients that will affect the Respondent's or any of its team members' ability to deliver the products and services outlined in this RFP or that will affect the dedicated resources committed to the project. Respondent should provide a summary of current and future client commitments and include details on completion dates. Identify the percentage of the services that will be performed utilizing your own workforce, equipment, and facilities and the percentage of the work that will be subcontracted.

## 5.4 Project Management / Implementation Plan

Respondent must provide a detailed summary of the company's plan for implementing and delivering the services requirements as outlined in <u>Exhibit 1</u>, Scope of Services that includes at least the following:

# A. Approach to Implementing Services

Describe your policies and procedures for implementing projects, quality control/checks, project management, response time, program support & reporting/recommendation services, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems.

# **B.** Organization Chart

Respondent should provide an organization chart identifying and showing the relationships between the Respondent, subcontractors, manufacturers and suppliers. The generic titles and responsibilities of key personnel to be assigned to this project by the Respondent and by any key subcontractor, vendor or supplier must be identified.

The plan must include an organization chart which clearly illustrates the team structure comprising all firms (joint venture partners, if any, subcontractors); their relationship in terms of proposed equipment and Services and key personnel involved and the following information:

A chart which identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated. The specific role of each of the firms in a team or joint venture for each task/work activity must be described.

#### C. Dedicated Resources

Submit resumes for key personnel that will be committed to this engagement. Correlate team members to the tasks they will be performing during implementation/transition and on-going operations. Along with each resume, Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

# 5.5 Cost Proposal

Respondent shall submit a detailed outline of all itemized project costs. For ease of comparing costs between Respondents, Respondent's Schedule of Compensation must be presented on the RFP Cost Proposal Forms -- Exhibit 2. Respondent shall provide additional details as necessary to fully explain the cost Proposal and will highlight any costs that do not fit cleanly into the Cost Proposal Form.

An initial annual award amount of \$550,000 per year will be available through this RFP for the initial period beginning January 1, 2024 through December 31, 2024. The Respondent's total Cost Proposal for the initial period must not exceed the available initial award amount.

# 5.6 Minority and Women Business Enterprises Participation Plan and Commitment

# A. MBE/WBE Participation Plan and Commitment

The MBE participation goal is 25% and the WBE participation goal is 5% of all services costs for this project.

Respondent must describe its plan for MBE/WBE participation and commit to achieving the MBE participation goal of 25% and WBE participation goal of 5% for this RFP. Respondents are encouraged to provide more ambitious MBE/WBE plans if possible.

# B. MBE/WBE Forms and Letter of Certification

Respondent must submit a completed Schedule D-1 and obtain a separate Schedule C-1 completed and signed by each proposed MBE and WBE firm describing the services to be provided. With each Schedule C-1 form, Respondent should submit a current Letter of Certification issued by the City of Chicago or Cook County. The proposed MBE or WBE firm must be certified by the City of Chicago at the time of Proposal submission. The City reserves the right to require Respondents to replace any proposed MBE/WBE that is not certified with the City of Chicago or Cook County.

Further, the percentage participation for each MBE or WBE firm on the individual Schedule C-1s should match the percentages for each MBE or WBE firm listed on the Schedule D-1. All schedules submitted must be original signature. Failure to submit these documents, or incomplete documents, may result in Respondent being declared non-responsive.

In order to determine the best way in which to achieve and document MBE/WBE participation, Respondent must refer to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFP as Exhibit 9. For all things relating to MBE/WBE compliance, those functions will be performed by the Commissioner and not the CPO. However, firms will be certified by DPS. To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, you can search the City's MBE/WBE Directory Database on the City's website.

#### 5.7 Financial Statements

Respondent must provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. The City will accept one complete set of financial statements on CD-ROM or USB drive instead of multiple hardcopies if the content is voluminous for the period requested, but will not accept a web link. Respondents are required to provide required financial statements in sufficient detail for the City to assess its financial condition as part of their submission. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

If Respondent is unable to provide audited financial statements, Respondent shall state the reasons in its Proposal and provide financial documentation in sufficient detail to enable the City to assess Respondent's financial condition. Sufficient alternate documentation would be unaudited financial statements from those Respondents not required to have their financial statements audited. At a minimum, the statements need to be the balance sheets and income statements (or equivalent) for the requested three years. Assets/liabilities and income/expenses must be presented in adequate detail for the City to assess the financial condition of the Respondent.

#### 5.8 Economic Disclosure Statement and Affidavit

Respondent must complete an Economic Disclosure Statement (EDS) and Affidavit. **See City of Chicago EDS Instructions and EDS Form in Exhibit 6**. If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal

Code of Chicago to provide a disclosure must submit a completed and executed EDS as an "entity holding an interest in an Applicant" as described in the EDS. All affidavits must be notarized.

The Respondent submitting as the prime must submit the above referenced EDS documents with its Proposal. Subcontractors may be asked, at the City's discretion, to provide an EDS during the evaluation process.

# 5.9 Legal Actions

Respondent must provide a list and a brief description of all material legal actions, together with any fines and penalties, for the past five years in which (a) Respondent or any division, subsidiary, or parent entity of Respondent, or (b) any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:

- A debtor in bankruptcy; or
- A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
- A Respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- A defendant in any criminal action; or
- A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation if a statute or related to service reliability; or
- A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

The City reserves the right to request similar legal action information from Respondent's team members during the evaluation process.

#### 5.10 Insurance

Respondent should include a statement that they can comply with the City's insurance requirements listed in Exhibit 7. Prior to contract award, the Contractor will be required to submit evidence of insurance in the appropriate amounts.

# 5.11 Exceptions

Provide a list of any Respondent exceptions to the terms and conditions of this RFP that may become part of the contract executed between the City and the Contractor. If Respondent does not list such exceptions or objections in its Proposal, the City will not entertain any such exceptions or objections on these provisions during contract negotiation.

Page Number	Section Number	Provision	Specific Exception, Non-Conformance, and Substitute  Language Proposed

# 6. EVALUATION AND SELECTION

#### 6.1 EVALUATION PROCESS

An Evaluation Committee (EC) made up of representatives from the Chicago Department of Public Health, other City, County or State Departments, and/or other community members may review and evaluate the Proposals in accordance with the evaluation criteria. The Evaluation Committee will review the Respondent's Proposal to determine overall responsiveness and completeness of the Proposal with respect to the components outlined as follows recommend either:

## A. Phase I: Technical and Eligibility Review

In Phase I, CDPH will assess a Respondent's compliance with and adherence to the stated submission requirements in the RFP. Submittals which are incomplete and/or missing information may, at the discretion of CDPH, be rejected from further consideration due to non-responsiveness. The City at its discretion may waive non-material omissions or provide an opportunity to cure.

The City may also, at its discretion, determine that proposals are non-responsive and be rejected for further consideration if:

- Respondent fails to provide sufficient documentation of the necessary qualifications.
- Respondent submits a proposal that does not follow proposal response instructions as outlined in the RFP.

Respondents found to be compliant and adherent to the RFP and without issues that would cause them to be ineligible from entering into an agreement will move to Phase II.

# B. Phase II: Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent's proposal meets the project requirements set forth in the RFP. Phase II will include a detailed analysis of qualifications, experience, strength of proposed plans for service delivery and other factors based on the Evaluation Criteria and points allocated to sections of the RFP, as well as the eProcurement RFP Requirements/Questions.

The EC may also review any other information that is available to it, including, but not limited to, information gained by checking references and by investigating the Respondent's financial condition.

The City reserves the right, after advertisement of the RFP, to refine the Scope of Services, with appropriate notice. Further, if, upon receipt of Proposals, the City wishes to make refinements to the Scope of Services, it may, depending upon the circumstances, provide the revision to all Respondents and invite revised Proposals from the Respondents based upon the revised Scope of Services.

The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

The City reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.

After the Evaluation Committee completes its review of Proposals in Phase II, it may submit to the Commissioner a recommended short list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select a Respondent, and/or recommend rejecting any or all Proposals.

#### C. Phase III: Oral Presentation

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Commissioner those short-listed Respondents may be subject to appear before the EC for an oral presentation to clarify information provided in Respondents' Proposals, present solutions to City of Chicago, utilizing scenario-based use cases, and/or to ask Respondents to respond to additional questions.

#### **6.2** Selection Process

Following Phase II (and Phase III oral presentations and demonstrations, if applicable), the EC will make a final evaluation of the Respondents and submit its recommendation to the Commissioner.

Upon receipt of the EC's recommendation, the Commissioner will make a decision (concurrence or rejection of the EC's recommendation).

The City will require the selected Respondent to participate in contract negotiations. In order to award a contract that represents the best value to the City, as determined by the Commissioner. The City's requirement that the selected Respondent negotiate is not a commitment by the City to award a contract. Time is of the essence. If the City determines that it is unable to reach an acceptable contract with the selected Respondent, including failure to agree on a fair and reasonable cost proposal for the Services or any other terms or conditions, the Commissioner may terminate negotiations with the selected Respondent, and negotiate with any of the other qualified Respondents, until such time as the City has negotiated a contract meeting its needs.

The City reserves the right to terminate this RFP solicitation at any stage if the Commissioner determines this action to be in the City's best interest. The receipt of Proposals or other documents will in no way obligate the City of Chicago to enter into any contract of any kind with any party.

The City reserves the right to accept or reject any or all proposals; take exception to parts of proposals, request written or oral clarification of proposals and supporting materials or cancel this Request for Proposals process if it is in the City's best interest to do so.

### 6.3 Evaluation Criteria

The Evaluation Committee will review the overall responsiveness and completeness of the Proposal with respect to the requirements outlined in this RFP and Respondent's Proposal, including outcome of any site visits, oral presentations, demonstrations, and reference checks, using the following criteria that are not listed in any particular order.

Category	Available Points
Community Reach	54
Staffing Plan	6
Budget	6
Technical Expertise and Capacity	19
Management and Support Capacity	15
Total Points	100

## A. Qualifications and Experience

The EC will consider Respondent's professional competence as evidenced by the information submitted by Respondent documenting Respondent's:

- Ability to provide the Services described in the RFP, including capacity to achieve the project goals, objectives, and Scope of Services described in this RFP.
- Professional Qualifications and Specialized Experience of Respondent and its Team managing logistical planning for events of similar size and scope
- Professional Qualifications of Respondent's Key Personnel assigned to the project.
- References/Past and Current Performance of Respondent (and Team Members) on other
  contracts in terms of quality of services and compliance with performance schedules and
  standards. The Evaluation Committee may solicit from current and/or previous clients, including
  the City, other government agencies, or any available sources, relevant information concerning
  Respondent's record of performance.
- Ability to obtain insurance meeting the insurance requirements.

## B. Project Management / Implementation Plan

Quality, comprehensiveness, and adequacy of the proposed Project Management/Implementation Plan for providing Services including the staffing plan, local availability and commitment of personnel who will manage and oversee the City of Chicago project.

The EC will review each Proposal for the Respondent's understanding of the objectives of the services and how these objectives may be best accomplished. Each Respondent will be evaluated on their overall strategy, methodology, timetable, and approach to meeting the City's requirements.

## C. Schedule of Compensation

The EC will consider the reasonableness and competitiveness of Respondent's cost proposal (including the completeness with which the pricing tables are submitted). The EC will deduct points from cost proposals whose total price for each of the initial three years of the contract term exceed the expected award amount of \$550,000 per year.

## D. MBE/WBE Participation

The EC will evaluate the level, relevancy, and quality of participation by MBE and WBE firms certified by the City of Chicago and/or Cook County. Failure to meet this requirement may be cause for disqualification.

### E. Legal Actions

The EC will consider legal actions, if any, against Respondent and any division, subsidiary, or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.

## F. Financial Stability

The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.

### G. Compliance with Laws, Ordinances, and Statues

The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract. See City of Chicago EDS Instructions and Form, Exhibit 6.

## H. Conflict of Interest

The EC will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting, or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.

## I. Degree to which the Respondent accepts the Terms and Conditions in the RFP

The EC will consider the Respondent's exceptions to the City's requirements in the RFP, including the Standard Terms and Conditions. A Respondent that takes material objections to the City's terms and conditions may be found to be non-responsive and its Proposal may be rejected.

### 7. ADDITIONAL DETAILS OF THE RFP PROCESS

#### 7.1 Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be posted on the Department of Public Health's website from where it may be downloaded.

An addendum may include, but will not be limited to, the following:

- A. Responses to questions and requests for clarification which were sent in by the deadline for submission of questions; all in accordance with the provisions herein;
- B. Responses to questions and requests for clarification raised at the Pre-Proposal Conference; and
- C. Any revisions to the RFP the City may make after its initial publication.

Respondents are solely responsible for acquiring the necessary information or materials to respond to this RFP

### 7.2 City's Right to Reject Proposals

The City of Chicago, acting through its Commissioner, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP or that do not contain, at a minimum, the information required by this RFP. If no Respondent is selected through this RFP process, the Chief Procurement Officer or Commissioner may then utilize any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago to obtain the products and services described in this RFP.

## 7.3 No Liability for Costs

The City is not responsible for costs or damages incurred by Respondents, member(s), partners, subcontractors, or other interested parties in connection with the RFP process, including but not limited to costs associated with preparing the Proposal and of participating in any conferences, site visits, product/system demonstrations, oral presentations, or negotiations.

## 7.4 Prohibitions on Certain Contributions – Mayoral Executive Order No. 2011-4

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

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

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

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

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

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

For purposes of this provision:

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

### 7.5 False Statements

## A. 1-21-010 False Statements

- (a) Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly makes a false statement of material fact to the city in connection with any application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees. The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code.
- (b) Any person who signs, certifies, attests, submits or otherwise provides assurances to the city, or causes any other person to sign, certify, attest, submit or otherwise provide assurances to the city, that a statement of material fact made in connection with any application, report, affidavit, oath, attestation or other document submitted to the city is accurate, true or complete, shall make a reasonable investigation to determine the accuracy, truthfulness or completeness of such statement of material fact.
- (c) When any person signs, certifies, attests, submits or otherwise provides assurances to the city, or causes any other person to sign, certify, attest, submit or otherwise provide assurances to the city, that a statement of material fact made in connection with any application, report, affidavit, oath, attestation or other document submitted to the city is accurate, true or complete, and that statement of material fact is not accurate, true or complete, a rebuttable presumption shall be created that such person has not made a reasonable investigation to determine the accuracy, truthfulness or completeness of such statement of material fact.
- (d) For the purposes of Chapter 1-21 of this Code, a person knowingly makes a false statement of material fact when that person (i) makes a statement of material fact with actual knowledge that the statement was false, or (ii) makes a statement of material fact with knowledge of facts or information that would cause a reasonable person to be aware that the statement was false when it

was made, or (iii) signs, certifies, attests, submits or otherwise provides assurances, or causes any other person to sign, certify, attest, submit or otherwise provide assurances, that a statement of material fact is true or accurate in deliberate ignorance or reckless disregard of the truth or falsity of the statement. For purposes of this section, a person who fails to make a reasonable investigation to determine the accuracy, truthfulness or completeness of any material fact acts in deliberate ignorance or reckless disregard of the truth or falsity of the material fact.

(Added Coun. J. 12-15-04, p. 39915, § 1; Amend Coun. J. 3-18-09, p. 56013, § 1)

## B. 1-21-020 Aiding and Abetting

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

#### C. 1-21-030 Enforcement

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the Department of Administrative Hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

### 7.6 Title VI Solicitation Notice

The City in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## 7.7 Policy Regarding Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)

In accordance with Section 2-92-385 of the Municipal Code of Chicago, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in Appendix C to Bidder's Economic Disclosure Statement) that Bidder has a written policy (i) against screening job applicants based on their wage or salary history and (ii) seeking an applicant's wage or salary history.

A.

### B. 7.8 POLICY PROHIBITING SEXUAL HARASSMENT (SECTION 2-92-612 OF THE CHICAGO MUNICIPAL CODE)

In accordance with Section 2-92-612, Respondent shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" attached hereto to this Exhibit G) that Respondent has a written policy prohibiting sexual harassment in compliance with MCC 6-10-040.

#### **EXHIBIT 1 – SCOPE OF SERVICES**

## **Background**

The HCS was launched in 2014 by CDPH as an annual random digit dial (RDD) telephone survey of adults in Chicago. Five cycles of data collection were completed. In 2020, CDPH revised the survey methodology to an address-based sampling (ABS) plan. Information from the HCS has been used to support the implementation of Healthy Chicago 2.0, Healthy Chicago 2025, and to develop public health interventions and policies to address health inequities.

Data are summarized and disseminated through reports<sup>1</sup> and on the Chicago Health Atlas (<u>www.chicagohealthatlas.org</u>), and are shared with external partners through data use or data sharing agreements. The HCS has asked questions related to: access to health services, active transportation, adverse childhood experiences, chronic diseases, demographics, dental care, diet, experiences of discrimination, financial security, fruit and vegetable access, mental health, neighborhood conditions, physical activity, preventative cancer screenings, social cohesion, substance misuse and tobacco use, among others. The relatively large sample size (4,000-4,500 annually) has allowed CDPH to, for the first time, report these data by community area<sup>2</sup> and specific demographic groups. Since its inception, the HCS has been administered in English and Spanish, in 2017 it was also administered in Korean, and in 2020, it was also administered in Mandarin and Polish. The questionnaire has historically been approximately 25-35 minutes long.

In 2017, CDPH expanded the HCS to include questionnaire modules developed in partnership with internal and external stakeholders. CDPH continues to envision the HCS as a tool to inform and support Chicago's entire public health system. Further information, background, methodology reports and questionnaires can be found on the CDPH Healthy Chicago Survey website: <a href="https://www.cityofchicago.org/city/en/depts/cdph/supp">https://www.cityofchicago.org/city/en/depts/cdph/supp</a> info/healthy-communities/healthy-chicago-survey.html.

In 2020 the COVID-19 pandemic brought new challenges to HCS, including the need to understand the extent of impacts caused by the pandemic.

- · Roots of health inequities impacting the racial life expectancy gap
- Short- and long-term impacts of an infection
- · Perceptions of risk
- Differences in residents' hesitancy in prevention strategies (masking & vaccine)
- · Social impact including gender-based violence, mental health and financial security, and impacts on children

In 2021 and 2022 Chicago conducted a supplemental Social Impact Survey (SIS) to answer these questions. In 2023, the core survey was revised to incorporate relevant questions from the SIS and

<sup>&</sup>lt;sup>1</sup> See website for a list of CDPH publications that have used Healthy Chicago Survey data: https://www.cityofchicago.org/city/en/depts/cdph/supp\_info/healthy-communities/healthy-chicago-survey.html

<sup>&</sup>lt;sup>2</sup>Chicago is divided into 77 well-defined, static community areas that often encompass groups of neighborhoods.

new questions to understand the long-term impacts of COVID. This extended the length of the survey and added 10 minutes to the estimated time.

## **Current Challenges**

## 2020 US Census

The HCS relies on data from the US Decennial Census and annual American Community Survey to define administrative boundaries (Census Tracts and Public Use Microdata Areas) and provide demographic information used to calculate post-collection weights. Questions related to race and ethnicity changed in the 2020 Decennial Census. Furthermore, the COVID-19 pandemic substantially affected data collection, response rates, and mode of response. Changes to the methodology of the 2020 US Census have the potential to impact HCS efforts and ability to identify vulnerable populations and assess health inequities.

Additional information on changes to the 2020 US Census can be found on the US Census Bureau website:

https://www.census.gov/programs-surveys/popest/technical-documentation/methodology.html

## Alignment with Healthy Chicago 2025

The HCS is designed to support the goals of Healthy Chicago 2025. Respondents are expected to propose how they can uniquely support CDPH and Healthy Chicago 2025 goals. HCS serves as a crucial tool in achieving the vision of Healthy Chicago 2025: a city where all people and all communities have power, are free from oppression, and are strengthened by equitable access to resources, environments and opportunities that promote optimal health and well-being.

CDPH is committed to serving underserved racial-ethnic populations through the fulfillment of Healthy Chicago 2025 strategies to promote health equity in all policies. Describe how the work to be done in this contract would support the implementation and monitoring of Healthy Chicago 2025, and CDPH's overall goal of creating a city where all people and all communities have power, are free from oppression and are strengthened by equitable access to resources, environments and opportunities that promote optimal health and well-being. Respondents should demonstrate how they would advance health and racial equity through this multi-year contract to administer Chicago's population and community health survey.

## **Alignment with CDPH Guiding Principles**

All CDPH investments are guided by the following principles. Contractors and their sub-contractors are expected to integrate these principles into organizational policy and practice.

- <u>Deconstructing Racist Systems</u>- actively working to reframe and dismantle racist systems that perpetuate privilege
- Trauma prevention and trauma-informed services ensuring services address trauma and healing.
- Cultural responsiveness ensuring services are culturally and linguistically appropriate.

• <u>Health equity in all communities</u> – allocating resources and services to people and areas with the greatest need.

## **Project Description**

The recipient will be responsible for conducting the Healthy Chicago Survey. The HCS collects information on a range of topics including: access to health services, civic engagement, childhood experiences, chronic health conditions, COVID-19, diet, financial security, food security, mental health, neighborhood conditions, physical activity, safety, substance use, violence. This information will help the Chicago Department of Public Health and its partners measure and monitor progress of its community health improvement plan. The survey provides information to inform CDPH's policies, programs, education initiatives and public awareness campaigns that will help improve the health of the community.

## Response Rate

The HCS depends on its ability to reach and engage a representative sample of Chicago adults. From its launch in 2014 to 2018, the HCS had steady decline in its response rate that has the potential to impact the quality of the information collected. In response to this, the HCS methodology was restructured in 2020 to address based sampling. Compared to RDD methodology, ABS improved response rates for HCS. However, there is a long-term trend of declining response rates in national and large community-based surveys that continues to be a challenge.

Several populations have been statistically underrepresented in the unweighted HCS sample during at least one round of previous data collections: Latinx residents, Asian American residents, young adults under the age of 30 and those with educational attainment lower than a high school diploma. Currently, the HCS corrects for non-response bias by calculating post-collection weights. This technique ensures that when weights are applied the data accurately represent the population of adult residents of Chicago. However, a declining response rate means that even with weights applied, statistical reliability may be impacted. Declining response rates also contribute to increased administration cost and burden every year.

## Questionnaire

Over time the length of HCS instrument has increased, which could potentially to reduce response rates. Balancing the survey length and meeting data needs for all the stakeholders is an ongoing challenge.

#### Similar Regional Surveys

In recent years other jurisdictions have deployed, or are in process of developing, similar annual community health surveys. The sampling frame may overlap partially or entirely, which could lead to several challenges. Smaller community areas may become oversaturated with survey recruitment, different methodologies, variation in questionnaire, and the possibility of conflicting estimates.

## Community Involvement

To appropriately reflect community priorities, it is important to involve community in decision making within HCS governance and operations. Including, subcontracts with women owned businesses (WBE) and minority owned businesses (MBE). With specific needs and timeline of the survey, supply chain, and changing business landscape in Chicago, subcontracting with M/WBE for participation in the survey continues to be challenge.

## **Key Program Elements**

The HCS should continue to include the following key elements:

## **Target Population**

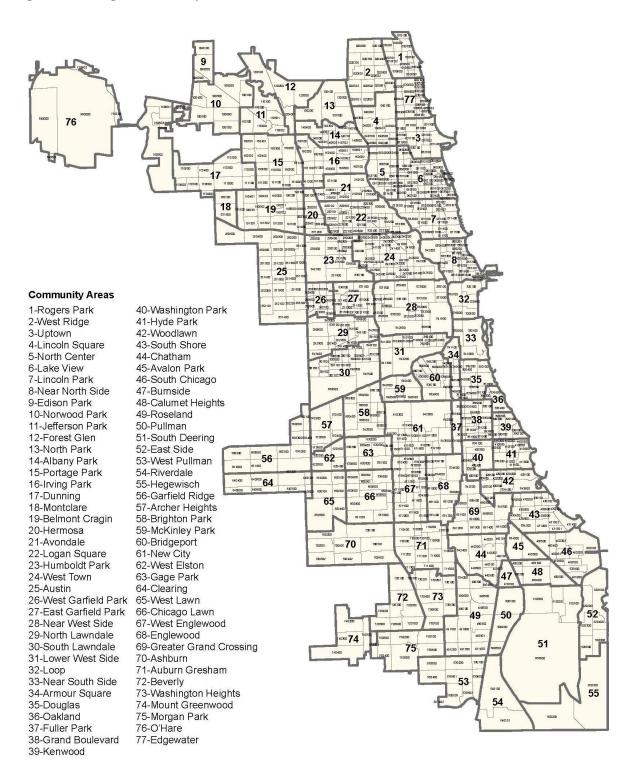
The target population for the HCS will continue to be the adult (18 years and older) non-institutionalized population of Chicago. To the greatest extent possible the HCS should reach a sample that is representative by race, ethnicity, age, gender identity, sexual identity, ability, educational attainment, employment status, income, and other key demographics. Participation among groups that have historically been underrepresented in the HCS unweighted sample – in particular Latinx and Asian American residents, young adults under the age of 30 and those with lower educational attainment – should be increased<sup>3</sup>.

## Community Area Data

Currently, CDPH combines two consecutive years of HCS data to increase sample size and enable direct community area estimates of some indicators. This approach has yielded stable estimates for the majority of the 77 community areas. Though direct estimates are not necessary, it remains a CDPH preference. It is a priority to produce estimates for community areas, the fundamental geography used for public health reporting in Chicago. See Figure 1.

<sup>&</sup>lt;sup>3</sup> These groups were statistically underrepresented in previous unweighted Healthy Chicago Survey datasets.

Figure 1. Chicago Community Areas and Census Tracts, 2010



#### **Questionnaire Content**

The HCS should continue to allow for the flexibility to collect information on emerging and topical public health issues and to include modules developed in partnership with internal and external partners. Currently, the HCS collects data on topics such as: alcohol misuse, asthma, attitudes towards vaccine acceptance, cancer screening, dental care, diabetes prevalence and management, diet, e-cigarette use, health care utilization and satisfaction, health status, obesity, mental health, perception of neighborhood safety, physical activity, poverty, prescription opiate misuse, smoking and social cohesion. To the greatest extent possible, data should allow for prospective monitoring of trends, with minimal impact on monitoring and evaluating historical trends. CDPH does not envision collecting biological samples as part of HCS. Previous questionnaires can be found on the CDPH website: <a href="https://www.cityofchicago.org/city/en/depts/cdph/supp">https://www.cityofchicago.org/city/en/depts/cdph/supp</a> info/healthy-communities/healthy-chicago-survey.html.

## **Contract Administration**

CDPH will administer this award through a multi-year contract with annual task orders that define each 12-month budget according to specific survey parameters.

## I. Implementation and Management Plan

Respondent must provide a comprehensive and detailed implementation and management plan for updating the methodology and administration of HCS. The plan must demonstrate Respondent's capacity to successfully implement and manage the HCS and ability to comply with the scope of service and requirements as described in this RFP. The management plan must address, but not be limited to, the following areas:

## A. Service Delivery

## 1. <u>Sampling and Data Collection</u>

- a) Propose sampling method(s), including eligibility and exclusion criteria, that will be used to identify an adequate representative sample of households and non-institutionalized adults in the City of Chicago using a mixed-mode, address-based-sampling (ABS) approach.
- b) Respondent must specify how residential addresses are to be obtained, including: i) how residential addresses will be differentiated from business and other non-residential addresses; ii) how drop point delivery addresses will be managed; and iii) (if applicable) how auxiliary data sources will be used to improve sampling accuracy.
- c) Respondent must specify the method to identify the eligible respondent from the selected household, including but not limited to situations where there is more than one family living in the household.
- d) Propose a method of sequential mixed-mode data collection. Describe the methodology in detail, including the following: i) which data collection modes (paper, online, phone, in-person, other) will be used and

in what sequence; ii) limitations of each mode and how they will be addressed; iii) any incentives that will be offered to participants; iv) (if applicable) how the questionnaire would be adapted for self-administered modes, and v) methods to address non-response follow-up.

- e) Respondent must describe specific strategies and techniques to maximize response and cooperation rates. Respondent must provide evidence demonstrating effectiveness of these techniques in previous work and/or published literature.
- f) Describe how the proposed methodology can maximize representation among demographic groups that have historically been underrepresented in the unweighted HCS sample, specifically: Latinx residents, Asian American residents, young adults under the age of 30 and those with lower educational attainment.
- g) Describe how the proposed methodology will yield community area estimates, at minimum, every two years. Specify how geographic information related to each participant will be geocoded to the participant's community area and zip code. [CDPH prefers direct community area estimates over other methodologies that rely on small area estimation models.]
- h) Propose a method that allows CDPH to link HCS respondent data with spatially referenced environment point data (e.g., grocery store, CTA station, health care provider locations) to understand the health impacts related to a participant's proximity to community assets. To protect participant confidentiality, CDPH is not interested in receiving the participant's address in the final dataset. This method may use geographic masking to obfuscate the participant's address in the final dataset or any other appropriate techniques. Provide evidence of how participant confidentiality will be protected.
- i) Respondent must outline how proposed methodology will adapt to changes to the 2020 US Census.

### 2. Technical Expertise and Capacity

- a) Respondent must describe any data collection technology that will be used, including, if applicable, Computer Assisted Telephone Interview (CATI) systems, Computer Assistant Personal Interview (CAPI) systems, web-based survey software, and any other technology. Respondent must demonstrate technical skills and previous experience using these tools.
- b) Respondent must describe the methodology, including all demographic and geographic variables used, for developing sample weights for all respondents for citywide, community area and zip code estimates. The final sample must be representative of the overall demographics and

geographic distribution of the City of Chicago's population of non-institutionalized adults.

- c) Respondent must attach examples of survey methods utilized in other projects, especially those using an address-based sample or requiring complex sampling strategies, multiple layers of analysis, or mixed mode data collection.
- d) Respondent must describe systematic quality assurance procedures to ensure accurate, reliable and valid results; prevent unacceptable practices; and to minimize errors in data collection. This should include sampling and non-sampling errors.
- e) Respondent must demonstrate previous experience preparing and submitting Institutional Review Board (IRB) applications, including IRB amendments and/or periodic reviews. Respondent must submit their adverse event reporting protocol.
- f) Respondent must describe their data security plan and methods of protecting participant confidentiality. Please include an example of a data confidentiality agreement that will be used with subcontractors.

## 3. <u>Multilingual Capabilities</u>

- a) Respondent must demonstrate ability to translate the survey instruments into, and if applicable, conduct interviews in, Spanish, Mandarin, Polish, Arabic, Hindi, and Urdu. Include in the response: a list of all languages available for survey translation, protocols taken to ensure that translation is accurate and culturally competent, and process for participant to select their preferred language.
- b) Respondent must provide evidence that its interviewing staff is able to communicate in an effective manner with culturally varied and linguistically diverse participants.

## B. Management, Training and Support Capabilities

- Respondent must demonstrate ability to support all work related to survey development, training, data collection, and processing etc. at an offsite location. CDPH is not responsible for providing work space to Contractor.
- 2. Respondent must demonstrate ability to engage in regular consultation and advisement to and from CDPH staff on all aspects of survey operations and data collection, including sampling methodology, formatting and content of the final survey instruments, data cleaning and analysis.

- 3. Respondent must describe the data collection operations for each mode: how survey staff are trained and supervised; hours of operation; monitoring capacity, etc. Demonstrate ability to provide adequate staff during all operating hours, including at least 1 supervisor on duty during operating hours. Survey staff must be trained and regularly monitored throughout the data collection process to ensure privacy and confidentiality and minimize error, bias and participant confusion. In addition, survey staff must receive Trauma 101 Training, provided by CDPH.
- 4. Respondent must describe how they will conduct an annual pre-test and pilot to assess reliability and validity of the items on the survey, assess and propose corrections to the minimize error and participant confusion, and evaluate the flow of the questionnaire (e.g., skip patterns).
- 5. Respondent must describe the ability to produce a dataset in SAS® format and to produce sample written reports and documentation. At a minimum, these reports should describe in detail all aspects of data collection and methods employed in the conduct of the survey. Written documentation shall be provided that includes but is not limited to call dispositions (if applicable), mode-specific performance metrics, sampling strategy, a detailed analysis of response rates and weighting procedures and a summary of response frequencies to questions.

## D. Expected Annual Deliverables

CDPH expects to administer this award through a multi-year contract with annual task orders that define a 12-month budget and timeline according to specific survey parameters. These parameters include but are not limited to the number of completed surveys (sample size), questionnaire length, language translation, and participant incentives.

Each contract year, the Contractor is required to provide the following deliverables in accordance with the timeline defined in the annual Task Order. Respondent must confirm capacity to produce these deliverables annually.

- 1. Draft and final survey questionnaire(s) in English and any other languages defined in the Task Order.
- 2. Detailed mixed-mode, address-based sampling plan that includes information on sample size, operational processes and procedures, and epidemiological and statistical methodologies to be employed, that ensures adequate representation and reliable prevalence estimates for the target population, including any agreed upon demographic groups. The sampling plan may include oversampling select demographic groups or geographic areas.

- 3. Institutional Review Board (IRB) application(s), including any amendments or periodic reviews, for the Chicago Department of Public Health (CDPH), any of the Contractor's own required IRBs and any other applicable IRBs for third party funders.
- 4. Sample of residential addresses, land line telephone numbers and cellular telephone numbers, whichever are applicable.
- Report on number of qualified survey staff and subcontractors hired, including details on bilingual and multilingual staff. Please include a summary of trainings required for subcontractors.
- 6. Training plan, schedule, and all training materials used in interviewer training sessions.
- 7. Report detailing pre-test and pilot test results of English and all other language questionnaire(s).
- 8. Weekly data collection reports and bi-monthly sample data sets for quality control purposes beginning when data collection starts and continuing throughout the data collection period.
- 9. Final SAS dataset(s) with documentation, including sample weights and guidance for applying weights, posted on a secure Department FTP site.
- 10. Written methodology report documenting survey procedures, analysis of sample performance (including detailed assessment of production and response metrics), weighting procedures and other study details.
- 11. Post-survey consultation services (e.g., responding to questions/inquiries from CDPH regarding questionnaire, methods, interviewing, analysis, etc.).

## E. Project schedule

Respondent must submit a proposed 36-month timeline of Years 1, 2 and 3 activities and expected deliverables by completing the table below. Respondent may add additional rows. Final project schedules will be negotiated at the time of Task Order.

Activity	Expected Start Date	Expected Completion Date	Deliverable (if applicable)

## **Program and Fiscal Monitoring Standards**

Any respondent found to be non-compliant with the standards at any time, will be held responsible and required by the City of Chicago to restore any damages and/or cost associated with respondent non-compliance.

## **Budget and Justification**

Staff supported by this agreement are NOT City of Chicago employees; they are employed by the agency/agencies. The respondent must list the salary and/or hourly rate of staff assigned to this grant. Staff are not permitted to serve as volunteers; they must be paid for their time worked, skill level, lived experience (if applicable), and their expertise in the field. The job description detailing the duties and responsibilities required will serve as guidance for the work flow and salary/hourly wage. Complete a program budget outlining all detailed expenses in its entirety for this proposal (e.g. salaries, program materials, travel reimbursement). Program budget cannot exceed the available funding amount indicated in Section III. Available Funding above.

## II. Fiscal Capacity

Payment for services will be made on a reimbursement basis. Respondents must demonstrate capacity to fund program expenditures from the start date until they are reimbursed by the City. If multiple agencies will be subcontractors of a lead agency, then the application must be submitted by the lead agency as the respondent. The lead agency must obtain all expenses from the agency/agencies and assume all reporting responsibilities for all the expenses for the award. If a lead agent applies, the budget for the total fiscal year must include all expenses for the award from the lead agency and all agencies to receive funds through this RFP.

An organization may use a fiscal agent to administer the grant. If a fiscal agent is used, provide the total budget for the agency that will serve as the fiscal agent. The fiscal agent must designate a staff person who will prepare and review all vouchers for accuracy before making monthly submissions. Please identify who will be responsible for financial reporting (name, title, organization, and contact information).

## III. Eligibility Requirements

Respondents eligible for this funding opportunity must meet the following criteria:

- Be in good standing with the City of Chicago
- Have the administrative, organizational, programmatic, information technology and fiscal capability to plan, develop, implement, and evaluate the proposed project. Agencies with a limited capacity to administer the fiscal responsibilities associated with their programs may choose to subcontract with a fiscal and reporting agency to provide administrative services.

Respondents that do not meet these eligibility requirements will NOT have their applications evaluated; incomplete applications will NOT be evaluated for this funding opportunity.

## **EXHIBIT 2 – SCHEDULE OF COMPENSATION**

Respondent must submit a proposed schedule of compensation that includes the following itemized costs:

#### Fixed costs:

- Project management
- Data processing
- Comparison report of ABS to previous RDD sample
- Geographic masking of participant addresses (if applicable)
- Other fixed costs as determined by Respondent

### Variable costs:

- Number of completed surveys (sample size); cost per completed survey
- Questionnaire length; cost per minute
- Translated languages; cost per language
- Incentive amounts; cost per completed survey
- Other variable costs as determined by Respondent

Respondent may use the attached table template (Example Schedule of Compensation) when submitting their schedule of compensation. The table can also be modified to fit Respondent's needs. Respondent may also submit Schedule of Compensation in another format, if preferable

## **Example Schedule of Compensation:**

		Fixed costs			Variable costs					
Contract Year	Project Management	Data Processing	Geographic masking of participant addresses*	ABS/RDD Comparison Report (Year 1 only)	Other fixed costs (specify)	Translation (per language)	Participant Incentive	Questionnaire Length (cost per question)	Sample Size** (cost per survey)	Other variable costs (specify)
Year 1	\$00.00	\$00.00	\$00.00	\$00.00	\$00.00	\$00.00 per language	\$00.00 per participant	\$00.00 per question/minute	\$00.00 per completed survey	\$00.00
Year 2	\$00.00	\$00.00	\$00.00		\$00.00	\$00.00 per language per language	per	\$00.00 per question/minute per question/minute	survey per	\$00.00

<sup>\*</sup> If applicable \*\* Excluding participant incentive

# Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.

(1)	Legal Name of Firm:
(2)	Doing Business under Other Company Name?  If yes, Name of Company:
(3)	Headquarters Address:
(4)	Headquarters City, State, Zip Code:
(5)	Web Site Address:
(6)	Proposed Role:   Prime   Subcontractor/Subconsultant   Partner  Supplier or   Other:
(7)	Number of Years in Business:
(8)	Total Number of Employees:
(9)	Total Annual Revenues separated for last 3 full fiscal years:
(10)	Major Products and/or Services Offered:
(11)	Other Products and/or Services:

(12) Briefly describe your firm's strategy for providing logistical planning for clients:

	-
	-
	-
(13)	Briefly describe your firm's experience with logistical planning services for clients:
(13)	blichy describe your littles experience with logistical planning services for clients.
	-
	-
	-

## **EXHIBIT 4**

## **COMPANY REFERENCES**

Submit a completed client profile information sheet for each company reference.

Provide a minimum of 3 references.

(1)	Client Name:			
(2)	Address:			
(3)	City, State, Zip C	ode:		
(4)	Project Manager:			
(5)	Telephone Number	er:		
(6)	E-mail:			
(7)	Number of Emplo	yees in Client Organizatio	n:	
(8)	Project Scope of	Services/Goals:		
(9)	Contract Award D	ate:	Completion Date	e:

(10)	Initial Contract Amount: \$	Final Contract Amount: \$				
(11)	Describe how the client's goals were met. Describe the plan/services offered and implemented. Attach additional pages, as necessary.					
(12)	Discuss significant obstacles to provi	iding the required services and how those				
	obstacles were overcome:					
	_					
s th	e client still utilizing the plan/service?					
 Wha	- It was the cost/financing structure of the	he contract?				

## EXHIBIT 5 – Special Conditions Regarding Minority and Women Owned Business Enterprise (MWBE) Commitment



CITY OF CHICAGO
Department of Public Health
Julie Morita, Commissioner
333 South State Street, Room 200
Chicago, IL 60604

## SPECIAL CONDITIONS for PROFESSIONAL SERVICES MBE & WBE

## SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR MBE/WBE PROFESSIONAL SERVICES

## **POLICY AND TERMS**

It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, shall have full and fair opportunities to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, and shall take affirmative action to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Executive Director has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Accordingly, the Contractor commits to make Good Faith Efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 25% WBE Contract Goal: 5%

The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of

materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all government contracts of such contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the contract goals.

As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.

The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

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

### **DEFINITIONS**

a. "Area of Specialty" means the description of a MBEs 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 and 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 towards this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

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

- b. "B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC 2-92-586.
- c. "Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid

- solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that issued by the City.
- d. "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.
- e. "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.
- f. "Chief Procurement Officer" or "CPO" means the Chief Procurement Officer of the City of Chicago or his or her designee.
- g. "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.
- h. "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract.
- i. "Contractor" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.
- j. "Direct Participation" the total value of payments made to MBE or WBE firms for work that is completed 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.
- k. "Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.
- I. "Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.
- m. "Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects

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

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

## **Joint Ventures**

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet the contract's MBE/WBE participation 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's MBE/WBE participation goals only if:
  - 1. 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;
  - 2. 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;
  - 3. Each joint venture partner executes the bid to the City; and
  - 4. 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 1, 2, and 3 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's MBE/WBE participation 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's MBE/WBE participation 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's MBE/WBE participation 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 proposal 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:

- 1. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- 2. 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;
- 3. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- 4. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

**Notice:** 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.

**Notice:** The City requires that, whenever a joint venture is proposed as the prime Contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

## COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT 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 certified as both a MBE and a WBE may only listed on the bidder's compliance plan under one of the categories, but not both. Only payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

A. Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals.

- 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.
- 2. 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.
- B. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its **Area of Specialty** in which it is certified counts toward the Contract Specific Goals.
- C. If the MBE or WBE performs the work itself:

  100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals
- D. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- E. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- F. If the MBE or WBE is a broker:
  - 1. 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.
  - 2. As defined above, Brokers provide no commercially useful function.
- G. If the MBE or WBE is a member of the joint venture contractor/bidder:
  - 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
  - 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 Schedule B.
- 3. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs, however, work subcontracted out to non-certified firms may not be counted.
- H. If the MBE or WBE subcontracts out any of its work:
  - 1. 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.
  - 2. 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.1. above).
  - 3. 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, may be counted toward the Contract Specific Goals, 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.
  - 4. 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.
  - 5. 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.

## 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 waivers of the MBE/WBE commitment goals of a particular contract are appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE goal percentage 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.

All bidders 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:

- 1) Bidders responding to Request for Proposals (RFPs) who have been identified as a sort 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
- 2) 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.

## **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.

- 1. 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:
  - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs;
  - b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:
    - i. Name, address, email and telephone number of MBE/WBE firms solicited:
    - ii. Date and time of contact:
    - iii. Person contacted:
    - iv. Method of contact (letter, telephone call, facsimile, email, etc.).
  - c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE Contractors that includes:
    - i. Project identification and location;
    - ii. Classification/commodity of work items for which quotations were sought;
    - iii. Date, item, and location for acceptance of subcontractor bids;
    - iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why negotiations were not successful:

v. 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

- 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:
  - a. 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).
  - b. A listing of all potential subcontractors contacted for a quotation on that work item;
  - c. Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
- 3. Other documentation that 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:
  - a. The City's estimate for the work under a specific subcontract;
  - b. The bidder's own estimate for the work under the subcontract;
  - c. An average of the bona fide prices quoted for the subcontract;
  - d. Demonstrated increase in other contract costs as a result of subcontracting to the MWBE or other firm.

## A. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/contractor has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community shown in Attachment A. 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 when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

## B. Impracticability

- 1. 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.
- 2. The requirements set forth in these Regulations 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.

## 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:

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

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

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

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

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor, and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <a href="http://cityofchicago.org/forms">http://cityofchicago.org/forms</a>. Each Schedule C-1 must accurately detail the work to be performed by the MBE or WBE

and the agreed upon rates/prices. Each Schedule C-1 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 has been submitted with the bid, an executed original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five (5) 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.

## B. 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.

## C. Joint Venture Agreements

If the bidder's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/contractor 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 III 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).

## C. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan

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, <a href="http://cityofchicago.org/forms">http://cityofchicago.org/forms</a>. 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 V 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 <a href="https://example.com/attention-new-mailto-representation-new-mailto-represent

calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE Contractors 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.

D. 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.

## REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- B. The contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- C. Once the prime contractor has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- D. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web

based reporting system, can be found at: <a href="https://chicago.mwdbe.com">https://chicago.mwdbe.com</a>

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

#### VIII. CHANGES TO COMPLIANCE PLAN

- No changes to the Compliance Plan or contractual MBE and WBE commitments or Α. substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.
- B. Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:
  - 1. Unavailability after receipt of reasonable notice to proceed;
  - 2. Failure of performance;
  - 3. Financial incapacity;
  - 4. Refusal by the subcontractor to honor the bid or proposal price or scope;
  - 5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
  - 6. Failure of the subcontractor to meet insurance, licensing, or bonding requirements:
  - 7. The subcontractor's withdrawal of its bid or proposal;
  - 8. Subcontractor provided false information; or
  - 9. De-certification the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
  - 10. Termination of a Mentor Protégé Agreement.
- C. If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

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

#### IX. NON-COMPLIANCE AND DAMAGES

- A. 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 to comply with MBE or WBE participation requirements; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.
- B. Payments due to the contractor may be withheld until corrective action is taken.
- C. Pursuant to 2-92-445, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the MBE/WBE participation commitment and the achieved amount of MBE/WBE participation, 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.
- D. The contractor shall have the right to protest the determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-

445 of the Municipal Code of the City of Chicago, within 15 business days of the determination.

#### X. Arbitration

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

#### XI 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 related to bidder or contractor and subcontractor obligations.

#### Attachment A – Assist Agencies

Alliance of Business Leaders & Entrepreneurs

(ABLE)

150 N. Michigan Ave. Suite 2800

Chicago, IL 60601 Phone: (312) 624-7733 Fax: (312) 624-7734

Web: www.ablechicago.com

Alliance of Minority and Female Contractors c/o Federation of Women Contractors

5650 S. Archer Avenue Chicago, IL 60638 Phone: (312) 360-1122 Fax: (312) 360-0239

American Brotherhood of Contractors Business

Development Center 11509 S. Elizabeth Chicago, IL 60643 Phone: (773) 928-2225 Fax: (773)928-2209

Web: www.american-brotherhood.org

Asian American Institute 4753 N. Broadway St. Suite 904

Chicago, IL 60640 Phone: (773) 271-0899 Fax: (773) 271-1982 Web: www.aaichicago.org

Association of Asian Construction Enterprises

333 N. Ogden Avenue Chicago, IL 60607 Phone: (847) 525-9693 Email: nakmancorp@aol.com

Black Contractors United 400 W. 76<sup>th</sup> Street, Suite 200

Chicago, IL 60620 Phone: (773) 483-4000 Fax: (773) 483-4150

Web: www.blackcontractorsunited.com

Federation of Women Contractors

5650 S. Archer Avenue Chicago, IL 60638 Phone: (312) 360-1122 Fax: (312) 360-0239 Web: www.fwcchicago.com

Hispanic American Construction Indus

Association (HACIA)

901 West Jackson Boulevard, Suite 20

Chicago, IL 60607 Phone: (312) 666-5910 Fax: (312) 666-5692 Web: www.haciaworks.org

Illinois Black Chamber of Commerce

331 Fulton Street, Suite 530

Peoria, IL 61602 Phone: (309) 740-4430

Fax: (309) 672-1379 www.ilbcc.org

Illinois Hispanic Chamber of Commerc

855 W. Adams, Suite 100

Chicago, IL 60607 Phone: (312) 425-9500 Fax: (312) 425-9510

Web: www.ihccbusiness.net

Latin American Chamber of Commerce

3512 West Fullerton Avenue

Chicago, IL 60647 Phone: (773) 252-5211 Fax: (773) 252-7065

Web:

www.latinamericanchamberofcommerc

National Association of Women Busine

Owners

Chicago Chapter 230 E. Ohio, Suite 400 Chicago, IL 60611 Phone: (312) 224-2605 Fax: (312) 644-8557

Web: www.nawbochicago.org

Chatham Business Association Small Business

Development, Inc.

8441 S. Cottage Grove Avenue

Chicago, IL 60619 Phone: (773)994-5006 Fax: (773)994-9871 Web: www.cbaworks.org

Chicago Area Gay & Lesbian Chamber of Commerce

3656 N. Halsted Chicago, IL 60613 Phone: (773) 303-0167 Fax: (773) 303-0168 Web: www.glchamber.org

Chicago Minority Supplier Development Council,

Inc.

105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: (312) 755-8880 Fax: (312) 755-8890

Web: www.chicagomsdc.org

Chicago Urban League 4510 S. Michigan Ave. Chicago, IL 60653 Phone: (773) 285-5800 Fax: (773) 285-7772

Web: www.cul-chicago.org

Chicago Women in Trades (CWIT)

4425 S. Western Blvd. Chicago, IL 60609-3032 Phone: (773) 376-1450 Fax: (312) 942-0802

Web: www.chicagowomenintrades.org

Coalition for United Community Labor Force

1253 W. 63<sup>rd</sup> Street Chicago, IL 60636 Phone: (312) 243-5149 National Organization of Minority Engine

33 West Monroe, Suite 1540

Chicago, IL 60603 Phone: (312) 425-9560 Fax: (312) 425-9564 Web: www.nomeonline.org

Rainbow/PUSH Coalition International Trade Bureau

930 E. 50<sup>th</sup> Street Chicago, IL 60615 Phone: (773) 256-2781 Fax: (773) 373-4104

Web: www.rainbowpush.org

South Shore Chamber, Incorporated

Black United Funds Bldg. 1750 E. 71<sup>st</sup> Street Chicago, IL 60649-2000 Phone: (773) 955- 9508

Suburban Minority Contractors Associati

1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: (847) 852-5010 Fax: (847) 382-1787

Web: www.suburbanblackcontractors.org

United Neighborhood Organization (UNC

954 W. Washington Blvd., 3<sup>rd</sup> Floor

Chicago, IL 60607 Phone: (312) 432-6301 Fax: (312) 432-0077 Web: www.uno-online.org

Uptown Center Hull House 4520 N. Beacon Street Chicago, IL 60640 Phone: (773) 561-3500

Fax: (773) 561-3507 Web: www.hullhouse.org Cosmopolitan Chamber of Commerce 203 N. Wabash, Suite 518

Chicago, IL 60601 Phone: (312) 499-0611 Fax: (312) 332-2688

Web: www.cosmochamber.org

Englewood Black Chamber of Commerce P.O. Box 21453 Chicago, IL 60621 Women Construction Owners & Executiv

(WCOE)

Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: (708) 366-1250 Fax: (708) 366-5418

Web: www.wcoeusa.org

Women's Business Development Center

8 South Michigan Ave., Suite 400 Chicago, IL 60603

Phone: (312) 853-3477 Fax: (312) 853-0145 Web: <u>www.wbdc.org</u>

January 2012

## 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)
Project Description: Healthy Chicago Survey
(Assist Agency Name and Address – <b>SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY</b> )
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:

John Pfeiffer, Contracts Administrator Chicago Department of Public Health 333 South State Street, Suite 200 Chicago, IL 60604 John.Pfeiffer2@cityofchicago.org

If you wish to d Sincerely,	iscuss this matter, please contact the undersigned at
Schedule B:	Affidavit of Joint Venture (MBE/WBE)
Project Descrip	tion: Healthy Chicago Survey
however, a writ	not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, ten joint venture agreement among the MBE and WBE venturers must be submitted. joint ventures, each MBE and/or WBE venturer must submit a copy of their current cation.
to your joint ver	requested on this schedule must be answered in the spaces provided. Do not referenture agreement except to expand on answers provided on this form. If additional ed, additional sheets may be attached.
1.	Name of joint venture:
	Address of joint venture:
	Phone number of joint venture:
	Contact person for matters concerning MBE/WBE compliance:
2.	Identify each non-MBE/WBE venturer(s):
	Address:
	Phone:
	Contact person for matters concerning MBE/WBE compliance:
3.	Identify each MBE/WBE venturer(s):  Name of Firm:
	Address:
	Phone:
	Contact person for matters concerning MBE/WBE compliance:
4.	Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture:

and/or respon agreem and eq work ite (4) the	a copy of the joint venture agreement. In order to demonstrate the MBE WBE venturer's share in the ownership, control, management sibilities, risks and profits of the joint venture, the proposed joint venture nent must include specific details related to: (1) the contributions of capital uipment; (2) work items to be performed by the MBE/WBEs own forces; (3) tems to be performed under the supervision of the MBE/WBE venturer; and commitment of management, supervisory and operative personnel red by the MBE/WBE to be dedicated to the performance of the project.					
<ol> <li>Ownership of the Joint Venture.</li> <li>a. What are the percentage(s) of MBE/WBE ownership of the join</li> </ol>						
	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):  i. Profit and loss sharing:					
	ii. Capital contributions:					
	Dollar amounts of initial contribution:					
	2. Dollar amounts of anticipated on-going contributions:					
C.	Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):					
d.	Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control:					
e.	Provide copies of all written agreements between venturers concerning this					
f.	project.  Identify each current City of Chicago contract (and each contract complete during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:					

7. Control of and Participation in the Joint Venture. Identify by name and firm those

the follo	uals who are, or will be, responsible for, and have the authority to engage in owing management functions and policy decisions. (Indicate any limitations 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:
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):  i. Supervision of field operations:
	ii. Major purchases:
	iii. Estimating:
	iv. Engineering:

8.	Financial Controls of joint venture:					
	sponsible for keeping the book	s of				
	b.	Identify the managing partner, if any, of their compensation:	and describe the means and m	neasure		
	c.	What authority does each venturer ha insurance and bonding companies, fir subcontractors, and/or other parties p contract or the work of this project?	ancing institutions, suppliers,			
9.	the join	ne approximate number of operative pe t ventures work under this contract. Inc ion-MBE/WBE firm, the MBE/WBE firm	icate whether they will be emp			
	Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joir		

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

Are any proposed joint venture employees cu	rrently employ	ed by either venturer?
Currently employed by non-MBE/WBE	(number)	Employed by MBE/WBE
Identify by name and firm the individual whemployees:	no will be resp	ponsible for hiring joint venture
Which venturer will be responsible for the pre	paration of joir	t venture payrolls?
Please state any material facts of additional in of this joint venture.	nformation pert	inent to the control and structure
The undersigned affirms that the foregoing sinformation necessary to identify and explain and the intended participation of each venture covenant and agree to provide to the City regarding actual joint venture work and the paany provision of the joint venture agreement, books, records and files of the joint venture, venture by authorized representation will be ground the control of the control	the terms and the in the under current, comyment therefore and to permit for those of each city or the Fed	d operations of our joint venture taking. Further, the undersigned plete and accurate information re, and any proposed changes in the audit and examination of the ch venturer relevant to the joint eral funding agency.
Any material misrepresentation will be groun awarded and for initiating action under federa		
Note: If, after filing this Schedule B and before the project, there is any change in the informathe City of Chicago, either directly or through subcontractor.	nation submitte	d, the joint venture must inform
Name of MBE/WBE Partner Firm	Name of N	on-MBE/WBE Partner Firm
Signature of Affiant	Sig	gnature 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.
Notary Public Signature:
(Seal) Commission Expires:



## **SCHEDULE C-1**

FOR NON-CONSTRUCTION PROJECTS ONLY

### MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

Project Name:	Specification No.:	
From:		
(Name o	MBE/WBE Firm)	
To:	and the City of Chicago.	
The MBE or WBE status of the und Certification Letter. 100% MBE or W participation is credited for the use of a	ersigned is confirmed by the attached City of Chicago or Cook County, E participation is credited for the use of a MBE or WBE "manufacturer."  MBE or WBE "regular dealer."	." 60%
space is required to fully describe the M	the following services in connection with the above named project/contract. If note that the services in connection with the above named project/contract. If note that the services in contract that the following and the services are necessary:	more
The above described performance is off	ered for the following price and described terms of payment:	
this schedule.	f the MBE or WBE will not be subcontracting any of the work listed or attached	
% of the dollar value of the N	BE or WBE subcontract that will be subcontracted to non MBE/WBE contractor	rs.
% of the dollar value of the N	BE or WBE subcontract that will be subcontracted to MBE or WBE contractors	<b>3.</b>
brief explanation, descripti credit will not be given for	cope of work will be subcontracted, list the name of the vendor and at on and pay item number of the work that will be subcontracted. MBE ork subcontracted to Non-MBE/WBE contractors, except for as allowed by Minority Business Enterprise Commitment and Women Business Enterprise	E/WBE I in the
	written agreement for the above work with you as a Prime Contractor, cond e City of Chicago, within three (3) business days of your receipt of a signed or	
The undersigned has entered into a for Prime Contractor/mentor: ( ) Yes	rmal written mentor protégé agreement as a subcontractor/protégé with you ) No	u as a
NOTICE: THIS SCHEDULE AND ATTA	CHMENTS REQUIRE ORIGINAL SIGNATURES.	
(Signature of President/Owner/CEO or Au	orized Agent of MBE/WBE) (Date)	
(Name/Title-Please Print)		
(Email & Phone Number)		



Project Name:\_

I.

#### SCHEDULE D-1

**FOR NON-CONSTRUCTION PROJECTS ONLY** 

#### Compliance Plan Regarding MBEWBE Utilization Affidavit of Prime Contractor

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

Specification No.:	
In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of	
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 MBE/WBE goals of this contract.	the:
All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook Co Illinois (Letters of Certification Attached).	unty,
I. Direct Participation of MBE/WBE Firms:	
<b>NOTE:</b> The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to performance of this contract.	
A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, a copies of Letters of Certification, Schedule B formand a copy of Joint Venture Agreement clearly describing the 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:	

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<sup>&</sup>lt;sup>1</sup> 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

	Priorie 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

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

### III. Summary of MBE/WBE Proposal

#### A. MBE Proposal (Direct & Indirect)

1. MBE <u>Direct</u> Participation

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

#### 2. MBE <u>Indirect</u> Participation

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

#### B. WBE Proposal (Direct & Indirect)

1. WBE <u>Direct</u> 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		

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

(Name- Please Print or Type)	(Phone)	
OREGOING DOCUMENT ARE TRUE AND COR	DER PENALTIES OF PERJURY THAT THE CO RECT, THAT NO MATERIAL FACTS HAVE BEEN PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT	OMITTED, AND
Name of Prime Contractor – Print or Type)	State of:	
Signature)	County of:	
Name/Title of Affiant – Print or Type)		
Date)	<del></del>	
On thisday of, 20, the above s	signed officer(Name of Affiant)	
personally appeared and, known by me to be the pe executed the same in the capacity stated therein an	erson described in the foregoing Affidavit, acknowled d for the purposes therein contained.	ged that (s)he
N WITNESS WHEREOF, I hereunto set my hand a	nd seal.	
(Notary Public Signature)		
	SEAL:	
Commission Expires:	SEAL:	
Commission Expires:	SEAL:	
Commission Expires:	SEAL:	

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# EXHIBIT 6 -CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFADAVIT

# INSTRUCTIONS FOR COMPLETING CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

The City of Chicago requires disclosure of the information requested in the Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department, or City Council action regarding the matter that is the subject of the EDS.

Applicants can complete an EDS either manually (hard copy) or online (electronically). It is easy to use the Online EDS application's online manuals and videos. Online institutions and the form can be found here:

https://www.chicago.gov/city/en/depts/dps/provdrs/comp/svcs/economic disclosurestatements eds.html

Applicants are STRONGLY encouraged to complete the EDS online. Most solicitations require the EDS to be completed online.

# EXHIBIT 7 – PROFESSONAL SERVICES INSURANCE REQUIREMENTS INSURANCE REQUIREMENTS

#### **Department of Public Health**

#### **Healthy Chicago Survey**

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

#### A. INSURANCE TO BE PROVIDED

#### 1) Workers Compensation and Employers Liability (Primary and Umbrella)

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

#### 2) <u>Commercial General Liability</u> (Primary and Umbrella)

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

The City must be provided additional insured status with respect to liability arising out of Consultant's work, services or 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.

#### 3) <u>Automobile Liability</u> (Primary and Umbrella)

Consultant must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverages must include, but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, nonowned or hired used in the performance of the work both on and off City property locations. The City is to be named as an additional insureds on a primary, non-contributory basis.

#### 4) Professional Liability

When any professional consultants including EDP professionals perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work or services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

#### 5) <u>Property</u>

Consultant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Consultant.

#### B. ADDITIONAL REQUIREMENTS

<u>Evidence of Insurance.</u> Consultant must furnish the City of Chicago, Department of Public Health, Room 200, 333 South State Street, Chicago, IL. 60604, certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, 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 Agreement. Consultant must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does

not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. 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 Agreement 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 Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

<u>Failure to Maintain Insurance</u>. 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 Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

<u>Notice of Material Change, Cancellation or Non-Renewal</u>. 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.

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

<u>Waiver of Subrogation</u>. 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 Agreement. 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).

<u>Consultants Insurance Primary</u>. All insurance required of Consultant under this Agreement shall be endorsed to state that Consultant's insurance policy is primary and not contributory with any insurance carrier by the City.

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

<u>No Contribution by City</u>. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Consultant under this Agreement.

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

<u>Insurance and Limits Maintained</u>. 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.

<u>Joint Venture or Limited Liability Company</u>. 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 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.

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

### **INSURANCE CERTIFICATE OF COVERAGE**

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(Cit	y/State/Zip)				Project #	:			
					Contract	#:			
	cription of ration/Location:								
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	cago, IL 60602			Telephone					
				rerephone					

#### For City use only

Name of Ci	ity Department requesting certificate: (Using Dept.)			
Address:		ZIP Code:	Attention:	

# EXHIBIT 8 - DATA PROTECTION REQUIREMENTS FOR CONTRACTORS, VENDORS AND THIRD-PARTIES

"Breach" means the acquisition, access, use, or disclosure of Protected Information that compromises the security or privacy of the Protected Information.

"Contractor" means an entity that receives or encounters Protected Information. Contractor includes, without limitation, entities that store Protected Information, or host applications that process Protected Information. The provisions of this Data Protection Requirements for Contractors, Vendors and Third-Parties ("Data Policy") includes not only the entity that is a signatory to this Policy but all subcontractors, of whatever tier, of that entity; the signatory must inform and obtain the agreement of such subcontractors to the terms of this Data Policy.

"Protected Information" means all data provided by City to Contractor or encountered by Contractor in the performance of the services to the City, including, without limitation, all data sent to Contractor by City and/or stored by Contractor on its servers. Protected Information includes, but is not limited to, employment records, medical and health records, personal financial records (or other personally identifiable information), research data, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information.

- 1. <u>Information Security</u>. Contractor agrees to the following:
  - 1.1. <u>General</u>. Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.
  - 1.2. Access to Data. In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.
  - 1.3. Minimum Standard for Data at Rest and Data in Motion. Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," available on the United States Department of Health and Human Services (HHS) website http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html, or at Volume 74 of the Federal Register, beginning at page 42741. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.
  - 1.4. Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.

- 1.5. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at <a href="http://www.cityofchicago.org/city/en/depts/doit/supp\_info/is-and-it-policies.html">http://www.cityofchicago.org/city/en/depts/doit/supp\_info/is-and-it-policies.html</a> ("City Program"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.
- 1.6. <u>Undertaking by Contractor</u>. Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.
- 1.7. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.
- 1.8. <u>Audit by Contractor</u>. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense.
- 1.9. <u>Audit Findings</u>. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.
- 1.10. <u>Demonstrate Compliance PCI.</u> No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- 1.11. <u>Demonstrate Compliance HIPAA / HITECH.</u> If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health information must be secured in accordance with the "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals."
- 1.12. <u>Data Confidentiality</u>. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.
- 1.13. <u>Compliance with All Laws and Regulations</u>. Contractor agrees that it will comply with all laws and regulations.
- 1.14. <u>Limitation of Access</u>. Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or (ii)

- a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verity the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.
- 1.15. <u>Data Re-Use</u>. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.
- 1.16. <u>Safekeeping and Security</u>. Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.
- 1.17. Mandatory Disclosure of Protected Information. If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 1.18. <u>Data Breach</u>. Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been breached, and will provide information as to that breach in such detail as requested by the City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.
- 1.19. <u>Data Sanitization and Safe Disposal</u>. All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.
- 1.20. End of Agreement Data Handling. The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.

# EXHIBIT 9 – CITY OF CHICAGO'S SAMPLE PROFESSIONAL SERVICE AGREEMENT

#### **EXHIBIT 10**

#### **SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)**

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment in compliance with Section 6-10-040 of the MCC.

In accordance with Section 6-10-040 of the MCC, Contractor's written policy prohibiting sexual harassment shall include, at a minimum, the following information:

- (i) a statement that sexual harassment is illegal in Chicago;
- (ii) the following definition of sexual harassment: "Sexual harassment' means any (i) unwelcome sexual advances or unwelcome conduct of a sexual nature; or (ii) requests for sexual favors or conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment; or (iii) sexual misconduct, which means any behavior of a sexual nature which also involves coercion, abuse of authority, or misuse of an individual's employment position.";
- (iii) a requirement that all employees participate in: (1) sexual harassment prevention training annually, (a) Employees shall participate in a minimum of one hour of sexual harassment prevention training annually, and (b) Anyone who supervises or manages employees shall participate in a minimum of two hours of sexual harassment prevention training annually, and (2) one hour of bystander training annually;
- (iv) Examples of prohibited conduct that constitute sexual harassment;
- (v) Details on: (1) how an individual can report an allegation of sexual harassment, including, as appropriate, instructions on how to make a confidential report, with an internal complaint form, to a manager, employer's corporate headquarters or human resources department, or other internal reporting mechanism; and (2) legal services, including governmental, available to employees who may be victims of sexual harassment; and
- (vi) A statement that retaliation for reporting sexual harassment is illegal in Chicago.

Contractor understands that it may be required to produce records to the Commissioner to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of Contractor, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Contractor:	
(Print or Type)	
Signature of Authorized Officer:	
(Signature)	
Title of Signatory:	
(Print or Type)	
State of	
County of	
Signed and sworn (or affirmed) to before me on (	(date) by
(name/s of person/s making statement).	
(Signature of Notary Public)	
(Seal)	

### PROFESSIONAL SERVICES AGREEMENT

#### **BETWEEN**

# THE CITY OF CHICAGO DEPARTMENT OF HEALTH

**AND** 



(Subject of Agreement)

**BRANDON JOHNSON** 

FIKIRTE WAGAW

**MAYOR** 

**ACTING COMMISSIONER** 

#### PROFESSIONAL SERVICES AGREEMENT

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## **List of Exhibits**

EXHIBIT 1	SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE
EXHIBIT 2	SCHEDULE OF COMPENSATION
EXHIBIT 3	SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT AND MBE/WBE COMPLIANCE PLAN
EXHIBIT 4	ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
EXHIBIT 5	INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE
EXHIBIT 6	BUSINESS ASSOCIATE AGREEMENT
EXHIBIT 7	LIST OF KEY PERSONNEL
EXHIBIT 8	SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)
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EXHIBIT 10	CITY'S DATA PROTECTION REQUIREMENTS
EXHIBIT 11	SUPPLEMENTAL CONTRACT TERMS RELATING TO EXECUTIVE ORDER 2021- $2$

## **AGREEMENT**

This Agreement is entered into as of the	day of	, ("Effective
Date") by and between	, a	corporation
("Contractor"), and the City of Chicago, a municip	oal corporation and l	nome rule unit of local government
existing under the Constitution of the State of Illino	is, acting through it	s Department of Health ("City"),
at Chicago Illinois The City and Contractor agree	as follows:	

## **TERMS AND CONDITIONS**

3. RTICL E 1. DEFI NITIO NS Α

#### 1.1 Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Section 2.1, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the City in a written amendment under Section 9.3 of this Agreement before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer of the City and any representative duly authorized in writing to act on his behalf.

"Commissioner" means the Commissioner of the Department of Health, and any representative authorized in writing to act on the Commissioner's behalf.

"Department" means the City Department of Health.

"Services" means, collectively, the services, duties and responsibilities described in Article 2 and Exhibit 1 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Contractor.

## 1.2 Interpretation

- (a) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- (b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- (c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- (d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- (e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

(f) All references to a number of days mean calendar days, unless indicated otherwise.

#### 1.3 Order of Precedence

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

- If funded by the Federal Government, terms required by the Federal Government, whether set out in this document (<u>Exhibit 9</u>), or otherwise.
- Articles 1 through 11 of this Agreement
- Exhibit 1 Scope of Work and Time Limits For Performance
- All other parts of this Agreement.

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

## 1.4 Incorporation of Exhibits

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

Exhibit 1	Scope of Services and Time Limits for Performance
Exhibit 2	Schedule of Compensation
Exhibit 3	Special Conditions Regarding MBE/WBE Commitment
Exhibit 4	Economic Disclosure Statement and Affidavit
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	Intentionally Omitted
Exhibit 7	List of Key Personnel
Exhibit 8	Sexual Harassment Policy Affidavit (Section 2-92-612)
Exhibit 9	Provisions Required If Federal Funds Are Involved
Exhibit 10	City's Data Protection Requirements

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## 2.1 Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 2.3. The Services that Contractor must provide are described in <a href="Exhibit 1">Exhibit 1</a>, Scope of Services and Time Limits for Performance.

#### 2.2 Deliverables

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City.

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 Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, 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 Agreement under Section 8.1.

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 Agreement and partial or incomplete Deliverables in no way relieve Contractor of its obligations under this Agreement.

#### 2.3 Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or Deliverables or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor under this Agreement, at law or in equity.

Contractor must be appropriately licensed to perform the Services, if required by law, and 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 as may be required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must, at the City's option, perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure. See subsection 8.1 (b)(ii) regarding failure to comply with licensure requirements.

#### 2.4 Personnel

#### (a) Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the City and with prior written consent of the City.

#### (b) Key Personnel

Contractor must not reassign or replace Key Personnel without the written consent of the City. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 2.4(b). The Department may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the key person or persons from performing Services under this Agreement and must replace him or them in accordance with the terms of this Agreement. Key Personnel, if any, are identified in Exhibit 7.

#### (c) Salaries and Wages

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement 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 Agreement Contractor underpays any such

salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 2.4(c) is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

### 2.5 Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago ("Municipal Code"), §2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 3. Contractor's completed Schedules C-1 and D-1 in Exhibit 3, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Contractor must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City. For all things relating to MBE/WBE compliance, those functions, including the ones described in Exhibit 11 Supplemental Contract Terms Relating to Executive Order 2021-1, will be performed by the Commissioner and not the CPO. However, firms will be certified by the City's Department of Procurement Services.

#### 2.6 Insurance

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified in Exhibit 5 of this Agreement, insuring all operations related to this Agreement.

#### 2.7 Indemnification

(a) Contractor must defend, indemnify, and hold harmless the City, its officers,

representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

(i) injury, death or damage of or to any person or property;

- (ii) any infringement or violation of any property right (including any patent, trademark or copyright);
- (iii) Contractor's failure to perform or cause to be performed Contractor's promises and obligations as and when required under this Agreement, including Contractor's failure to perform its obligations to any Subcontractor;
- (iv) the City's exercise of its rights and remedies under Section 8.2 of this Agreement; and
- (v) injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.
- (b) "Losses" means, individually and collectively, liabilities of every kind, including losses, 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, judgments or settlements, any or all of which in any way arise out of or relate to Contractor's breach of this Agreement or to Contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.
  - (c) At the City Corporation Counsel's option, Contractor must defend all suits

brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. 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.

(d) To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to 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, any other statute or judicial decision.

#### (e) The indemnities in this section survive expiration or termination of this

Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Contractor's performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Contractor's duties under this Agreement, including the insurance requirements in <u>Exhibit 5</u> of this Agreement.

## 2.8 Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Contractor under this Agreement are property of the City, including, as further described in Section 2.9 below, all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Contractor. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 2.7.

#### 2.9 Copyright Ownership

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Agreement are conclusively deemed "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 all aspects, elements and components of them in which copyright can subsist, 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," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights 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 Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Contractor further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Contractor warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

#### 2.10 Records and Audits

#### (a) **Records**

- (i) Contractor must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. If Contractor fails to make such delivery upon demand, then Contractor must pay to the City any damages the City may sustain by reason of Contractor's failure.
- (ii) Contractor must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period that is the longer of (A) 5 years after the final payment made in connection with this Agreement (or, 6 years after the final payment made in connection with this Agreement, with respect to any records that are required to be maintained pursuant to the Contractor's obligations under Exhibit 6 and the regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), which was part of the American Recovery and Reinvestment Act of 2009, specifically 45 C.F.R. § 164.530(j)), or (B) as directed by the Local Records Act (50 ILCS 205) and relevant records retention schedule. Contractor must not dispose

of such records following the expiration of the relevant period without notification of and written approval from the City in accordance with Article 10.

In addition to the records to be stored by Contractor, all records that are possessed by Contractor in its service to the City to perform a governmental function are public records of the City pursuant to the Illinois Freedom of Information Act ("FOIA"), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.

#### (b) Audits

- (i) Contractor and any of Contractor's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.
- (ii) To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.
- (iii) Contractor must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.
- (iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.
  - (v) The City may in its sole discretion audit the records of Contractor or its

Subcontractors, or both, at any time during the term of this Agreement or within six years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any

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

- A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.
- C. If the audit reveals that the Contractor was not paid the full amount required under the Agreement, the City will pay to the Contractor the sum equal to the amount of the deficiency.

Failure of Contractor to reimburse the City in accordance with subsection A or B above is an event of default under Section 8.1 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

#### 2.11 Confidentiality

- (a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.
- (b) Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

- (c) If Contractor is presented with a request for documents by any administrative agency or with a <u>subpoena duces tecum</u> regarding any records, data or documents which may be in Contractor's possession by reason of this Agreement, Contractor must immediately give notice to the Commissioner 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, data or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the <u>subpoena</u> or request is quashed or the time to produce is otherwise extended.
- (d) <u>HIPAA, HITECH, and AIDS Confidentiality Act.</u> To the extent not defined herein the capitalized terms below and in <u>Exhibit 6</u> will have the same meaning as set forth in the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations (collectively "HIPAA"). See 45 CFR parts 160, 162 and 164. Contractor and all its Subcontractors must comply with HIPAA and all rules and regulations applicable to it or them. Contractor must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Contractor fails to comply with the applicable provisions under HIPAA or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

Additionally, if Contractor is a Business Associate it must comply with all requirements of the HIPAA applicable to Business Associates including the provisions contained in <u>Exhibit 6</u>.

### 2.12 Assignments and Subcontracts

(a) Contractor must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the Department, including approvals for the use of any Subcontractors, operate to relieve Contractor of any of its obligations or liabilities under this Agreement.

- (b) All Subcontractors are subject to the prior approval of the Department. Approval for the use of any Subcontractor in performance of the Services is conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to perform the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Contractor personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement.
- (c) Contractor, upon entering into any agreement with a Subcontractor, must furnish upon request of the Department a copy of its agreement. Contractor must ensure that all subcontracts contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this Agreement and are subject to the approval of the Department. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.
- (d) Contractor must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Department. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Contractor under this Agreement, without such prior written approval, has no effect upon the City.
- (e) Under §2-92-245 of the Municipal Code, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Contractor that amount directly. Such payment by the City to Contractor's Subcontractor under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.
- (f) The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

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#### 3.1 Term of Performance

This Agreement takes effect as of the Effective Date and continues, except as provided under Sections 4.4 or Article 8, until \_\_\_\_\_\_, as that date may be extended under Section 3.3.

- 3.2 Timeliness of Performance
- (a) Contractor must provide the Services and Deliverables within the time limits required under any request for services pursuant to the provisions of Section 2.1 and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the required time limits may result in economic or other losses to the City.
- (b) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

#### 3.3 Agreement Extension Option

The Commissioner may at any time before this Agreement expires elect to extend this Agreement for up to \_\_\_\_\_\_ years, under the same terms and conditions as this original Agreement, by notice in writing to Contractor.

#### 6. ARTICLE 4. COMPENSATION

#### 4.1 Basis of Payment

The City will pay Contractor according to the Schedule of Compensation in the attached <u>Exhibit 2</u> for the completion of the Services in accordance with this Agreement, including the standard of performance in Section 2.3.

#### 4.2 Method of Payment

Contractor must submit monthly invoices (in triplicate) to the City for labor and other direct costs as 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.

#### 4.3 Funding

The source of funds for payments under this Agreement is Fund number \_\_\_\_\_\_. Payments under this Agreement must not exceed \$ \_\_\_\_\_ without a written amendment in accordance with Section 9.3. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

#### 4.4 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Contractor in writing of that occurrence, and this Agreement will 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 Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor except that no payments will be made or due to Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

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## 5.1 Procedure for Bringing Disputes to the Department

The Contractor 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, Contractor 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 Contractor 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.

Except as otherwise required by law or the funding source, the decision of the Commissioner is final and binding. The sole and exclusive remedy to challenge the decision of the Commissioner is judicial review by means of a common law writ of certiorari.

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### 6.1 Compliance with All Laws Generally

(a) Contractor must observe and 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 Agreement, including those set forth in this Article 6, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the EDS, Contractor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate. Contractor agrees that Contractor's failure to maintain current throughout the term and any extensions of the term, the disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, shall constitute an event of default.

(b) Notwithstanding anything in this Agreement to the contrary, references to a

statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

#### 6.2 Nondiscrimination

#### (a) Contractor

Contractor must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups. If this Agreement is federally funded in whole or in part, additional provisions related to nondiscrimination may be set forth in <a href="Exhibit 8">Exhibit 8</a>.

#### (i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §621-34; Rehabilitation Act of 1973, 29 U.S.C. §793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

#### (ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code §750 Appendix A, which is incorporated into this Agreement. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended, and all other applicable state statutes, regulations and other laws.

#### (iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, Ch. 6-10, Section 6-10-010 *et seq.* of the Municipal Code of Chicago, as amended, and all other applicable City ordinances and rules.

#### (b) **Subcontractors**

Contractor must incorporate all of this Section 6.2 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

## 6.3 Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

#### 6.4 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote 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.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must 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 6.4 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation 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 Department of Transportation.

#### 6.5 Business Relationships with Elected Officials

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 § 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.

#### 6.6 Wages

Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Chicago Mayoral Executive Order 2014-1, as adjusted; (3) Chicago Minimum Wage rate specified by MCC Chapter 6-105, or (4) the highest applicable State or Federal minimum wage. The Chicago minimum wage rates and Mayoral Executive Order wage rates increase on July 1 of each year and are posted on the City website.

#### 6.7 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;

7-28-440 Dumping on real estate without permit;

11-4-1410 Disposal in waters prohibited;

11-4-1420 Ballast tank, bilge tank or other discharge;

11-4-1450 Gas manufacturing residue;

11-4-1500 Treatment and disposal of solid or liquid waste;

11-4-1530 Compliance with rules and regulations required;

11-4-1550 Operational requirements; and

11-4-1560 Screening requirements.

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

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

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

#### 6.8 Prohibition on Certain Contributions

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

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

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

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

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default

under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

For purposes of this provision:

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

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

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

#### 6.9 Firms Owned or Operated by Individuals with Disabilities

The City encourages consultants to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

#### 6.10 Ineligibility to do Business with City

Failure by the Contractor or any Controlling Person (defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code shall render this Contract voidable or subject to termination, at the option of the Commissioner. Contractor agrees that Contractor's failure to maintain eligibility (or failure by Controlling

Persons to maintain eligibility) to do business with the City in violation of Section 1-23-030 of the Municipal Code shall constitute an event of default.

#### 6.11 Duty to Report Corrupt or Unlawful Activity

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

# 6.12 Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)

For purposes of this section, "Sexual Harassment" is as defined in MCC 6-10-020. For the avoidance of doubt, Contractor will be considered an "Employer" as defined in MCC 6-10-020.

In accordance with MCC 2-92-612, Contractor must attest by affidavit that Contractor has a written policy, compliant with the requirements of MCC 6-10-040, prohibiting Sexual Harassment. The affidavit must be in a form acceptable to the Chief Procurement Officer. Contractor's affidavit is attached as the Appendix titled "Sexual Harassment Policy Affidavit."

Contractor's failure to have a written policy prohibiting Sexual Harassment as provided above shall constitute an event of default. In the event of default, the Chief Procurement Officer shall notify Contractor of such noncompliance and may, as appropriate: (i) issue Contractor an opportunity to cure consistent with the default provisions in this Contract; (ii) terminate the contract; or (iii) take any other action consistent with the default provisions in the contract. This section shall not be construed to prohibit the City from prosecuting any person who knowingly makes a false statement of material fact to the city pursuant to Chapter 1-21 of this Code, or from availing itself of any other remedies under contract or law.

# 6.13 Policy on Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)

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

"Contract" means any Agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

"Contractor" means the person to whom a contract is awarded.

As a condition of contract award, Contractor shall attest by affidavit that Contractor has a policy that conforms to the following requirements:

- (1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant's prior wages, including benefits or other compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed, (ii) as a condition of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment; and
- (2) Contractor shall not seek an applicant's wage or salary history, including benefits or other compensation, from any current or former employer.

Contractor's affidavit is included in the Exhibit titled "Affidavit Regarding Policy on Non-Disclosure of Salary History".

If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action's impact on the Contractor's MBE or WBE subcontractors.

#### 6.14 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

9. RTICL E 7. SPECI AL CONDI TIONS A

#### 7.1 Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor:

- (a) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- (b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- (c) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- (d) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City;
- (e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- (f) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

- (g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 8.2 and 8.3 of this Agreement; and
- (h) warrants and represents that neither Contractor nor an Affiliate of Contractor (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 of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

#### 7.2 Ethics

- (a) In addition to the foregoing warranties and representations, Contractor warrants:
- (i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code .
- (ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.
- (b) Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

### 7.3 Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

#### 7.4 Business Documents

At the request of the City, Contractor must provide copies of its latest articles of incorporation, bylaws and resolutions, or partnership or joint venture agreement, as applicable.

#### 7.5 Conflicts of Interest

- (a) 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 Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. 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 Agreement or to any financial benefit to arise from it.
- (b) Contractor represents that it, and to the best of its knowledge, its Subcontractors if any (Contractor and Subcontractors will be collectively referred to in this Section 7.5 as "Consulting Parties"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- (c) Upon the request of the City, Consulting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Consulting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Consulting Parties' past or present clients. If Consulting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if the Consulting 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 or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- (e) Further, Consulting Parties must not assign any person having any conflicting
- interest to perform any Services under this Agreement or have access to any confidential information, as described in Section 2.11 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Consulting Parties' services for others conflict with the Services that Consulting Parties are to render for the City under this Agreement, Consulting Parties must terminate such other services immediately upon request of the City.
  - (f) Furthermore, if any federal funds are to be used to compensate or reimburse

Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. §1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.

#### 7.6 Non-Liability of Public Officials

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

### 7.7 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as

<u>Exhibit 4</u>, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

## 10. ARTICLE 8. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

#### 8.1 Events of Default Defined

The following constitute events of default:

- (a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- (b) Contractor's material failure to perform any of its obligations under this Agreement including the following:
  - (i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
  - (ii) Failure to have and maintain all professional licenses required by law to perform the Services;

	(iii)	Failure to timely perform the Services;
		Failure to perform the Services in a manner reasonably satisfactory to the hissioner or inability to perform the Services satisfactorily as a result of insolvency, for bankruptcy or assignment for the benefit of creditors;
	(v) to the	Failure to promptly re-perform, as required, within a reasonable time and at no cost City, Services that are rejected as erroneous or unsatisfactory;
	(vi)	Discontinuance of the Services for reasons within Contractor's reasonable control;
	(vii)	Failure to comply with Section 6.1 in the performance of the Agreement;
	(viii) when accura	Failure promptly to update EDS(s) furnished in connection with this Agreement the information or responses contained in it or them is no longer complete or te;
	(ix) provis	Failure to comply with any other material term of this Agreement, including the ions concerning insurance and nondiscrimination; and
	(x) of def	Any other acts specifically stated in this Agreement as constituting an act fault.
(c) Commissioner not unreasonab	(when s	hange in ownership or control of Contractor without the prior written approval of the such prior approval is permissible by law), which approval the Commissioner will hold.

- (d) Contractor's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Contractor acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.
- (e) Contractor's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Commissioner, it indicates a willful or reckless disregard for City laws and regulations.

#### 8.2 Remedies

(a) Notices. The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default. The Commissioner may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days unless extended by the Commissioner. Whether to declare Contractor in default is within the sole discretion of the Commissioner and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Commissioner will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Commissioner gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Commissioner decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Commissioner may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 8.2 and Article 10, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

(b) Exercise of Remedies. After giving a Default Notice, the City may invoke any or all of the following remedies:

- (i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Contractor under this Section 8.2;
- (ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;
- (iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
  - (iv) The right to money damages;
- (v) The right to withhold all or any part of Contractor's compensation under this Agreement;
- (vi) The right to deem Contractor non-responsible in future contracts to be awarded by the City;
- (vii) The right to declare default on any other contract or agreement Contractor may have with the City.
- (c) City's Reservation of Rights. If the Commissioner considers it to be in the City's best interests, the Commissioner may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

(d) Non-Exclusivity of Remedies. The remedies under the terms of this Agreement 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.

# 8.3 Early Termination

- (a) In addition to termination under Sections 8.1 and 8.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Contractor. The City will give notice to Contractor in accordance with the provisions of Article 10. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 10 of this Agreement (if no date is given) or upon the effective date stated in the notice.
- (b) After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 4, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 5 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.
- (c) Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Contractor or the City.
- (d) If the City's election to terminate this Agreement for default under Sections 8.1 and 8.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 8.3.

# 8.4 Suspension

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Commissioner and such equitable extension of time as may be mutually agreed upon by the Commissioner and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 4 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under Section 8.3.

# 8.5 Right to Offset

- (a) In connection with Contractor's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:
  - (i) if the City terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
    - (ii) if the City exercises any of its remedies under Section 8.2 of this Agreement;
  - (iii) if the City has any credits due or has made any overpayments under this Agreement.

The City may offset these incremental costs and other damages by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

- (b) As provided under Section 2-92-380 of the Municipal Code, the City may set off from Contractor's compensation under this Agreement 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 Contractor to the City as those italicized terms are defined in the Municipal Code.
- (c) In connection with any liquidated or unliquidated claims against Contractor, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Contractor unrelated to this Agreement. When the City's claims against Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Contractor to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

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# 9.1 Entire Agreement

#### (a) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

#### (b) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials,

agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

#### (c) No Omissions

Contractor acknowledges that Contractor was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

## 9.2 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

## 9.3 Amendments

Except as provided in Section 3.3 of this Agreement, no changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Contractor and by the Commissioner or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 9.3.

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

# 9.4 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

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 Agreement. Service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

# 9.5 Severability

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

#### 9.6 Assigns

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

## 9.7 Cooperation

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to ensure 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 Department in connection with the termination or expiration. Following termination or expiration of this Agreement, rights

and obligations that by their nature should survive or which this Agreement expressly states will survive will remain in full force and effect.

#### 9.8 Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the City's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

## 9.9 Independent Contractor

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

or partner of the City.

- (b) This Agreement is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:
  - (i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.
  - (ii) Contractor 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.

- (iii) The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.
- (c)(i) The City is subject to the June 16, 2014 the "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 State 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.
- (ii) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
- (iii) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, 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 Agreement, 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.
- (iv) In the event of any communication to Contractor by a City employee or City official in violation of Section (ii) above, or advocating a violation of Section (iii) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Contractor will also cooperate with any inquiries by OIG Hiring Oversight related to the contract.

		12. RTICL E 10. NOTIC ES
en in writing and may	For in this Agreement, unless provided for otherwise be delivered personally or by placing in the United uested, with postage prepaid and addressed as follows:	States mail, first class and
If to the City:		
	Chicago, Illinois 60602	
	Attention: Commissioner	
- · · · · · · · · · · · · · · · · · · ·	nmunications or notices to the City relating to Controns shall also be sent by the same means set forth at	
	Department of Law	
	Room 600, City Hall	
	121 North LaSalle Street	
	Chicago, Illinois 60602	

- <del></del>		
Attention:		
Changes in these addresses must be in writing and delivered in accordance	with the n	rovisions of
this Article 10. Notices delivered by mail are considered received three days after	•	
with this Article 10. Notices delivered personally are considered effective upon reco	•	
delivery has the same effect as receipt.	orpt. Refus	sar to accept
derivery has the same effect as receipt.		
		<b>13.</b> A
		RTICL
		E 11.
		AUTH
		ORITY
Execution of this Agreement by Contractor is authorized by a resolution of	its Board o	of Directors,
if a corporation, or similar governing document, and the signature(s) of each perso	n signing o	on behalf of
Contractor have been made with complete and full authority to commit Contra	ctor to all	l terms and
conditions of this Agreement, including each and every representation, certification a	nd warrant	ty contained
in it, including the representations, certifications and warranties collectively incorp		
it.	·	
[Signature Pages, Exhibits and Schedules follow.]		
	14.	SIGNA
		TURE
		PAGE(
		$\mathbf{S}$ )
SIGNED at Chicago, Illinois:		
CITY OF CHICAGO		
CIT I OF CHICAGO		
By:		

Commissioner

	CONTRACTOR <sup>4</sup>	
	By:	
	Its:	
	Attest:	
State of		
County of		
_	fore me on (date) by uthority, e.g., officer, trustee, etc.) of ed).	
(Signature of Notary Public)	Seal:	

<sup>&</sup>lt;sup>4</sup>If Contractor is a joint venture or other legal entity for which this signature format is inappropriate, please substitute an appropriate signature page with appropriate attestation and notarization.

# 15. EXHIB IT 1

SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE

# EXHIBIT 2 SCHEDULE OF COMPENSATION

#### SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT

#### AND MBE/WBE COMPLIANCE PLAN

#### **CITY OF CHICAGO**



# Department of Procurement Services Aileen Velazquez, 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

# A. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

#### a. Policy and Terms

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Accordingly, the Contractor commits to make Good Faith Efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Percentage	WBE Percentage	
%	%	

(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 Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by 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 an MBE or a WBE, but not both, to demonstrate compliance with the Contract Specific Goals.

The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector contracts.

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5% additional credit, for every 1% of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor 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.

#### b. Definitions

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

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

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

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

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

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

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts,

taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract. 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 contractor committed with its bid.

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

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

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

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

"Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE or WBE participation shall be considered in a Good Faith Efforts determination more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

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

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor ("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.

#### c. 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 <u>Schedule B</u>.

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.

#### d. 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 <u>perform a Commercially Useful Function as defined above may</u> count toward the Contract Specific Goals.
  - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
  - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
  - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, 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 contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. <u>If the MBE or WBE is a manufacturer</u>: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. <u>If the MBE or WBE is a distributor or supplier</u>: 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. <u>If the MBE or WBE is a broker</u>:
  - 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. <u>If the MBE or WBE is a member of the joint venture contractor/bidder:</u>

- 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 <u>Schedule B</u>.
- 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:

- 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.

#### e. 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.

#### i. Direct 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 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; and
  - not imposing any limiting conditions which were not mandatory for all subcontractors; and
  - 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; and
  - documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

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.
  - 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.
      - ii. Assist Agency Participation in wavier/reduction requests

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

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

#### iii. 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 A.e "Regulations Governing Reductions to or Waiver of MBE/WBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

#### f. 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 <u>Schedule C-1</u> with the bid for each MBE and WBE included on the <u>Schedule D-1</u>. Suppliers must submit the <u>Schedule C-1</u> for Suppliers, first tier subcontractors must submit a <u>Schedule C-1</u> for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a <u>Schedule C-1</u> for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format <u>Schedule C-1</u>, which is available at the Department of Procurement Services website, http://cityofchicago.org/forms. Each <u>Schedule C-1</u> 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 <u>Schedule C</u> 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 <u>Schedule C-1</u> has been submitted with the bid, an executed original <u>Schedule C-1</u> must be submitted by the bidder for each MBE and WBE included on the <u>Schedule D-1</u> within five business days after the date of the bid opening.

Failure to submit a completed <u>Schedule C-1</u> 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 <u>Schedule C-1</u>, 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 <u>Schedule B</u> along with all other requirements listed in <u>Section c</u>, "Joint Ventures," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement

must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

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

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

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

## (5) Application for Approval of Mentor Protégé Agreement

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

#### g. Reporting Requirements During the Term of the Contract

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

- Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.
  - Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <a href="https://chicago.mwdbe.com">https://chicago.mwdbe.com</a>
- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

#### h. Changes to Compliance Plan

#### i. Permissible Basis for Change Required

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

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

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;
- c) Financial incapacity;
- d) Refusal by the subcontractor to honor the bid or proposal price or scope;
- e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- g) The subcontractor's withdrawal of its bid or proposal; or
- h) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- i) Termination of a Mentor Protégé Agreement.

#### ii. Procedure for Requesting Approval

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

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

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

#### i. 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 contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

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

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

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

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 contractor 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 contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

#### j. Arbitration

a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.

- b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the 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 contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- 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.

#### k. 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.

#### I. Attachments and Schedules

The following attachments and schedules follow, they may also be downloaded from the Internet at: <a href="http://www.cityofchicago.org/forms">http://www.cityofchicago.org/forms</a>

- 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. May 2020)

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.

51st Street Business Association * 220 E. 51st Street Chicago, IL 60615 773-285-3401 773-285-3407 the51ststreetbusinessassociation@yahoo.com www.51stStreetChicago.com	African American Contractors Association – AACA * P.O. Box #19670  Chicago, IL 60619 312-915-5960  aacanatlassoc@gmail.com  www.aacanatl.org
Maintains list of certified firms: Yes  Provides training for businesses: Yes	Maintains list of certified firms: Yes  Provides training for businesses: Yes
Angel of God Resource Center, Inc. * 14527 S. Halsted Riverdale, IL 60827 708-392-9323 708-880-0121 info.aogrc@gmaiil.com www.angelofgodresourcecenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes	Association of Asian Construction Enterprises (AACE) * 712 W. Root Street Chicago, IL 60609 312-595-2010 admin@aacechicago.com www.aacechicago.com Maintains list of certified firms: Yes Provides training for businesses: No

<sup>\*</sup>Prime Contractors should contact agency with subcontracting opportunities to connect certified firms.

Austin African American Business Networking Assoc. Better Business Bureau of Chicago/Northern Illinois 5820 W. Chicago Ave. 330 N Wabash, Suite 3120 Chicago, IL 60651 Chicago, IL 60611 773-626-4497 312 832-0500 info@aaabna.org tjohnson@chicago.bbb.org www.bbb.org/chicago www.aaabna.org Maintains list of certified firms: No Maintains list of certified firms: Yes Provides training for businesses: Yes Provides training for businesses: Yes Black Contractors Owners and Executives \* Black Contractors United \* 12000 S. Marshfield Ave. 7811 S. Stony Island Ave. Chicago, IL 60649 Calumet Park, IL 60827 773-346-5658 708-389-5730 773-346-5659 708-389-5735 www.blackcontractorsunited.com admin@bcoechicago.orgmailto:bcunewera@att.net Maintains list of certified firms: Yes www.bcoechicago.org http://www.blackcontractorsunited.com/ Provides training for businesses: Yes Maintains list of certified firms: No Provides training for businesses: No **BOP Project 5000 NFP** Business Leadership Council \* 230 W. Monroe Street, Ste 2650 644 E. 79th Street Chicago, IL 60606 Chicago, IL 60619 312-628-7844 312-628-7846 773-891-5939 Avis.l@businessleadershipcouncil.org 773-304-1903 www.businessleadershipcouncil.org bopbizcenter@gmail.com Maintains list of certified firms: Yes Maintains list of certified firms: Yes Provides training for businesses: No Provides training for businesses: Yes

Chatham Business Association Small Business Dev.\*

800 E. 78<sup>th</sup> Street Chicago, IL 60619 773-994-5006 773-855-8905 admin@cbaworks.org

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 312-755-8880 312-755-8890 Fax

cjordan@chicagomsdc.org www.chicagomsdc.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Chicago Urban League \*

4510 S. Michigan Ave. Chicago, IL 60653 773-285-5800 jjohnson@chiul.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Chicago Women in Trades (CWIT)

2444 W. 16<sup>th</sup> Street Chicago, IL 60608 312-942-1444 Jayne Vellinga, Executive Director

jvellinga@cwit2.org

www.chicagowomenintrades2.org

Maintains list of certified firms: No

Provides training for businesses: Yes

Contractor Advisors Business Development Corp. \*

1507 E. 53<sup>rd</sup> Street, Suite 906 Chicago, IL. 60615 312-436-0301 info@contractoradvisors.us www.contractoradvisors.us

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Cosmopolitan Chamber of Commerce

1631 S. Michigan Avenue Unit 101 Chicago, IL. 60616 312-971-9594

eroper@cosmochamber.orgmailto:sfstantley@contrac

toradvisors.us

www.cosmochamber.org

Maintains list of certified firms: Yes

**Council of Black Architecture and Engineering** Do For Self Community Development Co. \* Companies (Formally NOME)\* 1 South Wacker, Suite 2650 8659 S. Ingleside Ave., Chicago, IL 60606 312-960-1239 Chicago, IL 60619 msutton@infrastructure-eng.com 773-356-7661 Maintains list of certified firms: Yes dennis@doforself.org Provides training for businesses: Yes www.doforself.org Maintains list of certified firms: No Provides training for businesses: Yes Elite Service Disabled Veteran Owned Business Network **Far South Community Development Corporation** 420 Lake Cook Rd, Ste 104 9923 S. Halsted Street, Suite D Deerfield, IL 60015 Chicago, IL 60628 847-453-8890 773-941-4833 iscifers@scigon.com 773-941-5252 www.elitesdvob.org lacy@farsouthcdc.org Maintains list of certified firms: Yes www.farsouthcdc.org Provides training for businesses: Yes Maintains list of certified firms: No Provides training for businesses: Yes

Federation of Women Contractors \* 4210 W. Irving Park Road,

Chicago, IL 60641

312-360-1122

info@fwcchicago.com www.fwcchicago.com

Maintains list of certified firms: Yes

Provides training for businesses: No

Fresh Start Home Community Development Corp.

5168 S. Michigan Avenue, 4N Chicago, IL 60615 773-312-3797

855-270-4175 Info@FreshStartNow.us

www.FreshStartNow.us

Maintains list of certified firms: Yes

**Greater Southwest Development Corporation** 

2601 W. 63rd Street

Chicago, IL 60629

773-362-3373

c.james@greatersouthwest.org

www.greatersouthwest.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Hispanic American Construction Industry Association (HACIA) \*

650 W. Lake St., Unit 415

Chicago, IL 60661 312-575-0389

312-575-0389

perez@haciaworks.org www.haciaworks.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Illinois State Black Chamber of Commerce \*

411 Hamilton Blvd., Suite 1404 Peoria. Illinois 61602

309-740-4430

309-672-1379

finance@ILBCC.org

www.ilbcc.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Illinois Hispanic Chamber of Commerce \*

222 Merchandise Mart Plaza, Suite 1212 c/o 1871

Chicago, IL 60654 312-425-9500

info@ihccbusiness.net

www.ihccbusiness.net

Maintains list of certified firms: Yes

Provides training for businesses: Yes

JLM Business Development Center\*

2622 W. Jackson Boulevard

Chicago, IL 60612 773-826-3064

773-359-4021 Fax lady930@prodigy.net

www.jlmcenter.org

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

773-303-0167

773-303-0168 admin@lgbtcc.com

www.lgbtcc.com

Maintains list of certified firms: Yes

Native American Chamber of Commerce of Illinois

100 N. Riverside Plaza, Suite 1670

Chicago, IL 60606 630-926-1700

info@nacc-il.org

www.nacc-il.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

NDIGO Foundation

329 W. 18th Street, Ste 613

Chicago, IL 60616 312-264-6272

hhartman@ndigo.com www.ndigo.com

Maintains list of certified firms: No

Provides training for businesses: Yes

Rainbow/PUSH Coalition \*

930 E. 50<sup>th</sup> Street Chicago, IL 60615 773-255-9067

773-256-2768

jmitchell@rainbowpush.org

www.rainbowpush.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

RTW Veteran Center \*

7415 E. End, Suite 120

Chicago, IL 60649 800-974-2808

866-873-2494 Fax

rtwvetcenter@yahoo.com

www.rtwvetcenter.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

South Shore Chamber, Inc. \*

1750 E. 71<sup>st</sup> Street Chicago, IL 60649-2000

773-955-9508

773-955-9554

Tonya Trice, Executive Director info@southshorechamberinc.org

www.southshorechamberinc.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Sustainable Options for Urban Living, Inc. (SOUL)

11603 S. Throop Street

Chicago, IL 60643

773-250-1770 Ext 702

773 250-1770

Cyndi@soul-program.com

mailto:omonroe@themonroefoundation.org

www.soul-program.com

Maintains list of certified firms: Yes

The Monroe Foundation

1547 South Wolf Road

Hillside, Illinois 60162

773-315-9720

omonroe@themonroefoundation.org

www.themonroefoundation.org

Maintains list of certified firms: No

Provides training for businesses: Yes

**Turn 2 Growth** 

15475 S. Park

South Holland, IL 60473

708-913-4700

info@turn2growth.org

mailto:admin@usminoritycontractors.org

www.turn2growth.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

US Minority Contractors Association, Inc. \*

1250 S. Grove Ave. Suite 200 Barrington, IL 60010 847-352-5010 847-382-1787

larry.bullock@usminoritycontractors.org

www.USMinorityContractors.org

Maintains list of certified firms: Yes

Provides training for businesses: Yes

Women's Business Development Center \*

8 S. Michigan Ave., Suite 400 Chicago, IL 60603 312-853-3477x220

312-853-3477X22U 312-853-0145

edimenco@wbdc.org

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 708-366-1250 mkm@mkmservices.com

www.wcoeusa.org

Maintains list of certified firms: 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 REQI	JESTED			
(Date)				
Specification No.: Project Description:	{Specification Number {PROJECT DESCRIPTION			
(Assist Agency Name a	nd Address – <b>SEND T</b>	O THE ASSIST AGEI	NCIES – DO NOT SEND TO THE CITY)	
Dear	:			
			nit a bid/proposal in response to the above referenced advertised specification with the City of Chicago.	d
			pportunities on both a direct and indirect basis:	
Minority/Women Busi	ness Enterprise contr f Chicago to participa	act goal. Due to t te as a subcontrac	t been successful in order to meet the Disadvantaged the inability to identify an appropriate DBE/MBE/WBE firm ctor or joint venture partner, a request for the waiver of the rm, please contact	n
Name of Company Rep	presentative	at	Address/Phone	
within (10) ten busine	ss days of receipt of th	nis letter.		
=	<del>-</del>	-	gency is entitled to comment upon this waiver request to the (10) working days of your receipt of this letter to:	е
Monica Jimenez, Depu Department of Procur City of Chicago 121 North La Salle Stre	ement Services	er		

Chicago, Illinois 60602
If you wish to discuss this matter, please contact the undersigned at
Sincerely,

### **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.

l.		e of joint venture:	
	Address of joint venture:		
	Phor	ne number of joint venture:	
II.	lden <sup>.</sup>	tify each non-MBE/WBE venturer(s):	
	Nam	e of Firm:	
	Addr	ess:	
	Phor	ne·	
	Cont	act person for matters concerning MBE/WBE compliance:	
III.	lden <sup>.</sup>	tify each MBE/WBE venturer(s):	
		e of Firm:	
	Addr	ess:	
	Phor	e:	
	Cont	ne: act person for matters concerning MBE/WBE compliance:	
IV.	Desc	cribe the role(s) of the MBE and/or WBE venturer(s) in the joint venture:	
		×2	
V.	share prop capit be pe man	ch a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's e in the ownership, control, management responsibilities, risks and profits of the joint venture, the osed joint venture agreement must include specific details related to: (1) the contributions of all and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be reformed under the supervision of the MBE/WBE venturer; and (4) the commitment of agement, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the ormance of the project.	
VI.		ership of the Joint Venture.  What are the percentage(s) of MBE/WBE ownership of the joint venture?  MBE/WBE ownership percentage(s)  Non-MBE/WBE ownership percentage(s)	
		specify MBE/WBE percentages for each of the following (provide narrative descriptions and other il as applicable):	
	1.	Profit and loss sharing:	
	2.	Capital contributions:	
		(a) Dollar amounts of initial contribution:	

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(b)	Dollar amounts of anticipated on-going contributions:
	of equipment (Specify types, quality and quantities of equipment to be provided by each
Other applica	ble ownership interests, including ownership options or other agreements which restrict o ip and/or control:
Identify each	es of <u>all</u> written agreements between venturers concerning this project.  current City of Chicago contract (and each contract completed during the past two (2) int venture of two or more firms participating in this joint venture:
or will be, res	d Participation in the Joint Venture. Identify by name and firm those individuals who are, ponsible for, and have the authority to engage in the following management functions and ns. (Indicate any limitations to their authority such as dollar limits and co-signatory.):
Joint venture	check signing:
A salls a site of a	
Authority to e	nter contracts on behalf of the joint venture:
Signing, co-s	nter contracts on behalf of the joint venture:

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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:
VIII. A.	4. Engineering:  Financial Controls of joint venture:  Which firm and/or individual will be responsible for keeping the books of account?
В.	Identify the managing partner, if any, and describe the means and measure of their compensation:
<b>C</b> .	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 work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the

Page 3 of 5

MBE/WBE firm, or the joint venture.

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

lf <u>any</u>   A.	personnel proposed for this project will be employees of the joint venture:  Are <u>any</u> proposed joint venture employees currently employed by either venturer?  Currently employed by non-MBE/WBE (number) Employed by MBE/WBE
В.	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:
Χ.	Please state any material facts of additional information pertinent to the control and structure of this joint venture.

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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.

<u>Note</u>: 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	Firm	Name of Non-MBE/WBE Partner	
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.			
My Commission Expires:		Signature of Notary Public	
	(SEAL	)	

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### **SCHEDULE C-1**

FOR NON-CONSTRUCTION PROJECTS ONLY

MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant

Project Name:	Specification No.:
From:	
(Nan	e of MBE/WBE Firm)
To:(Nan	and the City of Chicago.
The MBE or WBE status of the u	ndersigned is confirmed by the attached City of Chicago or Cook County, Illinois WBE participation is credited for the use of a MBE or WBE "manufacturer." 60%
space is required to fully describe the	rm the following services in connection with the above-named project/contract. If more MBE or WBE proposed scope of work and/or payment schedule, including a I function being performed. Attach additional sheets as necessary:
The above described performance is	offered for the following price and described terms of payment:
	mal written agreement for the above work with you as a Prime Contractor, conditioned in the City of Chicago, within three (3) business days of your receipt of a signed contract
SUB-SUBCONTRACTING LEVELS A zero (0) must be shown in each blathis schedule.	nk if the MBE or WBE will not be subcontracting any of the work listed or attached to
% 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.
brief explanation, description and be given for work subcontracted	E scope of work will be subcontracted, list the name of the vendor and attach a pay item number of the work that will be subcontracted. MBE/WBE credit will not to Non-MBE/WBE contractors, except for as allowed in the Special Conditions prise Commitment and Women Business Enterprise Commitment.
undersigned. Provide names of su	f the Prime Contractor ( ) does / ( ) does not have an ownership interest in the ch individuals and their respective ownership percentages, or indicate "none." Attach
The undersigned has entered into a Prime Contractor/mentor: ( ) Yes	formal written mentor protégé agreement as a subcontractor/protégé with you as a ( ) No
NOTICE: THIS SCHEDULE AND A	TACHMENTS REQUIRE ORIGINAL SIGNATURES.
(Signature of President/Owner/CEO o	Authorized Agent of MBE/WBE) (Date)
(Name/Title-Please Print)	
(Email & Phone Number)	Page 1 of 1



### SCHEDULE D-1

Compliance Plan Regarding MBE/WBE Utilization
<u>Affidavit of Prime Contractor</u>

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 ${\bf I}$ 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:
<b>NOTE:</b> 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 formand 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:
<sup>1</sup> The Prime Contractor may claim an additional 0.5 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.

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	Phone Number:
	Dollar Value of Participation \$
	Percentage of Participation %
	Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed:9
	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:9
	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:9
	Total Participation %
5.	Attach Additional Sheets as Needed
II. Indirect P	articipation of MBE/WBE Firms
outlined in S demonstrate	s section need not be completed if the MBE/WBE goals have been met through the direct participation Section I. If the MBE/WBE goals have not been met through direct participation, Contractor is required to e Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested duction.
	ocontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such loes not directly relate to the performance of this contract:
1.	Name of MBE/WBE:
	Address:
	Contact Person:
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	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:9
	Total Participation %
5.	Attach Additional Sheets as Needed

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### III. Summary of MBE/WBE Proposal

### A. MBE Proposal (Direct & Indirect)

1. MBE <u>Direct</u> 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		

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County of:    Signature   County of:	
or WBE listed in this Schedule D. Provide names of suc	ch individuals and their respective ownership percentages, and
FOREGOING DOCUMENT ARE TRUE AND CORRECT	CT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND
Name of Prime Contractor – Print or Type)	State of:
	County of:
Signature)	
Name/Title of Affiant – Print or Type)	_
(Date)	_
On thisday of, 20, the above sign	ed officer(Name of Affiant)
N WITNESS WHEREOF, I hereunto set my hand and s	eal.
(Notary Public Signature)	
	SEAL:
Commission Expires:	_

## EXHIBIT 4 ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

ATTACH CONTRACTOR'S COMPLETED EDS HERE.

## 17. EXHIB IT 5

# INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

ATTACH COMPLETED CERTIFICATE OF INSURANCE HERE.

### **EXHIBIT 6**

### INTENTIONALLY OMITTED

18. **EXHIB** IT 7

### LIST OF KEY PERSONNEL

Name/Title:		

### SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment in compliance with Section 6-10-040 of the MCC.

In accordance with Section 6-10-040 of the MCC, Contractor's written policy prohibiting sexual harassment shall include, at a minimum, the following information:

- (i) a statement that sexual harassment is illegal in Chicago;
- (ii) the following definition of sexual harassment: "Sexual harassment' means any (i) unwelcome sexual advances or unwelcome conduct of a sexual nature; or (ii) requests for sexual favors or conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment; or (iii) sexual misconduct, which means any behavior of a sexual nature which also involves coercion, abuse of authority, or misuse of an individual's employment position.";
- (iii) a requirement that all employees participate in: (1) sexual harassment prevention training annually, (a) Employees shall participate in a minimum of one hour of sexual harassment prevention training annually, and (b) Anyone who supervises or manages employees shall participate in a minimum of two hours of sexual harassment prevention training annually, and (2) one hour of bystander training annually;
- (iv) Examples of prohibited conduct that constitute sexual harassment;
- (v) Details on: (1) how an individual can report an allegation of sexual harassment, including, as appropriate, instructions on how to make a confidential report, with an internal complaint form, to a manager, employer's corporate headquarters or human resources department, or other internal reporting mechanism; and (2) legal services, including governmental, available to employees who may be victims of sexual harassment; and
- (vi) A statement that retaliation for reporting sexual harassment is illegal in Chicago.

Contractor understands that it may be required to produce records to the Commissioner to verify the information provided. Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of Contractor, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Contractor:	
(Print or Type)	
Signature of Authorized Officer:	
(Signature)	
Title of Signatory:	
(Print or Type)	
State of	
County of	
Signed and sworn (or affirmed) to before me on (date) by	
(name/s of person/s making statement).	
(Signature of Notary Public)	
(Seal)	

### 20. **EXHIB** IT 9

### INTENTIONALLY OMITTED

### **EXHIBIT 10**

# Data Protection Requirements for Contractors, Vendors and Third-Parties

"Breach" means the acquisition, access, use, or disclosure of Protected Information that compromises the security or privacy of the Protected Information.

"Contractor" means an entity that receives or encounters Protected Information. Contractor includes, without limitation, entities that store Protected Information, or host applications that process Protected Information. The provisions of this Exhibit 10 includes not only the entity that is a signatory to this Exhibit 10 but all subcontractors, of whatever tier, of that entity; the signatory must inform and obtain the agreement of such subcontractors to the terms of this Exhibit 10.

"Protected Information" means all data provided by City to Contractor or encountered by Contractor in the performance of the services to the City, including, without limitation, all data sent to Contractor by City and/or stored by Contractor on its servers. Protected Information includes, but is not limited to, employment records, medical and health records, personal financial records (or other personally identifiable information), research data, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information.

- 2. Information Security. Contractor agrees to the following:
  - 2.1. <u>General</u>. Notwithstanding any other obligation of Contractor under this Exhibit 10, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.
  - 2.2. Access to Data. In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.
  - 2.3. Minimum Standard for Data at Rest and Data in Motion. Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act

(HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," available on the United States Department of Health and Human Services (HHS) website <a href="http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html">http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html</a>, or at Volume 74 of the Federal Register, beginning at page 42741. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.

- 2.4. Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.
- 2.5. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at https://www.chicago.gov/city/en/depts/dgs/supp\_info/is\_policy.html ("City Program"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.
- 2.6. <u>Undertaking by Contractor</u>. Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.
- 2.7. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.
- 2.8. <u>Audit by Contractor</u>. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense.
- 2.9. <u>Audit Findings</u>. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.
- 2.10. <u>Demonstrate Compliance PCI.</u> No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- 2.11. <u>Demonstrate Compliance HIPAA / HITECH.</u> If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health information must be secured in accordance with the "Guidance"

Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals."

- 2.12. <u>Data Confidentiality</u>. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.
- 2.13. <u>Compliance with All Laws and Regulations</u>. Contractor agrees that it will comply with all laws and regulations.
- 2.14. <u>Limitation of Access</u>. Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verity the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.
- 2.15. <u>Data Re-Use</u>. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.
- 2.16. <u>Safekeeping and Security</u>. Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.
- 2.17. <u>Mandatory Disclosure of Protected Information</u>. If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 2.18. <u>Data Breach</u>. Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been breached, and will provide information as to that breach in such detail as requested by the City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.
- 2.19. <u>Data Sanitization and Safe Disposal</u>. All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is

required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.

2.20. End of Agreement Data Handling. The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.

### **EXHIBIT 11**

### SUPPLEMENTAL CONTRACT TERMS RELATING TO EXECUTIVE ORDER 2021-2

1.1. Supplement to Special Conditions Regarding MBE Commitment and WBE Commitment or Special Conditions Regarding DBE Commitment: Quarterly Reporting

### 1.1.1. Policy

Pursuant to Mayoral Executive Order 2021-2, contractors must submit quarterly reports regarding the utilization of MBE and WBE firms, or DBE firms, on their contracts.

### 1.1.2. Projected Utilization Schedule

Prior to contract award, anticipated contract awardee must submit a "Projected Utilization Schedule," in a form acceptable to the CPO, showing when and to what extent in the schedule for performance of the Contract the MBEs and WBEs or DBEs listed on the Schedules C and D for the Contract are expected to be used toward the contract-specific goals. Contracts that do not have goals are exempt from this requirement.

For master agreements for task order professional services awarded pursuant to a Request for Qualifications, Projected Utilization Schedules for each task will be submitted with the task order proposal and finalized prior to award or assignment of the task, as applicable.

The CPO may require explanations or submittal of a revised or more detailed Schedule at any time prior to or after award of the contract as the CPO deems appropriate in order to facilitate compliance with the M/WBE or DBE commitments of the Contract.

### 1.1.3. Quarterly Summary Utilization Reports

Each quarter, Contractor must submit a Summary Utilization Report, in a form acceptable to the CPO, comparing projected usage with actual usage. If actual usage is more than 5% below the value of projected usage (based on a percentage of the value of anticipated M/WBE expenditures), Contractor must provide an explanation for the discrepancy, and a recovery plan. Recovery plans should include a proposed revised Projected Utilization Schedule if Contractor anticipates that actual utilization will not

meet projected utilization before the next quarterly report would be due. The CPO may require Contractor to meet with the City to discuss and revise the recovery plan as the CPO deems appropriate.

### 1.1.4. Changes to Compliance Plan

Requests for approval of revisions to Contractor's Compliance Plan must be accompanied by a revised Projected Utilization Schedule consistent with the request.

### 1.2. Supplement to Standard Terms and Conditions: Business Diversity Program Reporting

### **1.2.1.** Policy

Pursuant to Mayoral Executive Order 2021-2, contractors must submit annual reports regarding the contractors' efforts regarding utilization of MBE and WBE firms, and other historically underutilized firms.

### 1.2.2. Definitions

"Business Diversity Program" means a program or initiative of a business enterprise which encourages or facilitates the use of minority-owned, women-owned, and other historically underutilized businesses as contractors, consultants, suppliers, or service providers for that business.

"Certified Firms" means firms possessing certifications recognized by the City of Chicago pursuant to MCC Chapter 2-92 or 49 CFR Parts 23 or 26. Specifically, MBEs, WBEs, BEPDs, VBEs, and DBEs.

### 1.2.3. Business Diversity Program Reports

Contractor must submit an annual report on July 1 of each year (or other date designated by the CPO) containing information about the Contractor's Business Diversity Program, if information is available. However, for Contracts awarded June 1 through July 1, the due date for the first annual report will be August 1, all subsequent reports will be due July 1. Information to be provided will include:

- Whether Contractor has a Business Diversity Program.
- Description of the Contractor's Business Diversity Program, if any.
- Information on expenditure of goods and services from minority-owned firms and womenowned firms during the prior calendar year, expressed in dollars and percentages, to the extent information is available. For reports due in 2021, information on expenditures in both 2019 and 2020 should be provided if available.
- For each year after the first year, information on progress or changes in the program in the prior year, if such information exists.

Reports shall be submitted to a City office or location anticipated to be identified by June 15, 2021.

### 1.2.4. Applicability

Contractor must submit the reports required by this Section 1.2 unless:

- (A) Contractor is a Certified Firm; or
- (B) The Contract is for professional consulting services of an individual who is either the majority owner of the Contractor or is him- or herself the contracting party as a sole proprietor; or
- (C) The aggregate award value of all City contracts awarded to Contractor between May 31 of the prior year and May 31 of the current year is less than \$100,000; or
- (D) The CPO has otherwise notified the Contractor in writing that the requirement does not apply or that an exception will be made as outlined in Mayoral Executive Order 2021-2.

However, Contractors not required to report may report voluntarily.

### **Budget Summary Form**

The attached form should be used to (1) track the expenditures of a program based on the type or category of expenditure (e.g., personnel, materials and supplies, equipment, etc.) and (2) identify all other program costs charged to other funding sources. Follow these instructions to accurately complete the form.

**A1. Department:** Please identify the City department.

**A2. Program:** Please identify the name of the City program.

**B1. Agency Name**: Please identify the name of the Delegate Agency.

**B2. FEIN:** The Internal Revenue Service (IRS) assigns a 9-digit federal employer identification

number (FEIN) to every organization employing one or more individuals. Please indicate the delegate agency's FEIN in the space provided. Should an agency have questions concerning its identification number, call the IRS at (800) 829-1040.

**C1. Program Name:** Please identify the Delegate Agency Program name.

**C2. Phone Number:** Please identify the employee contact and phone number for the Program

**C3. Email Address:** Please identify the contact email address for the Program.

D. Program Budget Year: 2022

by Other Share:

**D1. Type of Expenditure**The necessary information has already been provided for rows 18-24. In exceptional cases, departments may obtain approval to use "other" accounts. If you are unsure

how to categorize a specific cost, please contact your department program contact. <u>Please note</u>: For local transportation costs, the automobile allowance for staff is the same as the allowance for City employees. In 2020, the standard mileage rate is

57.5 cents per mile.

**D3. City Share:** This column will be automatically populated by formulas based on the information

entered into the "City Share" columns in the Personnel & Non-Personnel forms.

**D4. Other Share**This column will be automatically populated by formulas based on the information

entered into the "Other Share" columns in the Personnel & Non-Personnel forms.

**D5. Total Cost**This column will be automatically generated by formulas based on the information

entered into (D3) and (D4).

**E.** Percentage of Total This column will be automatically generated by formulas based on the information

**Program Costs Paid** entered into (D4) and (D5).

### **Personnel Budget Form**

This form should be used to estimate or project a delegate agency's anticipated personnel costs for fiscal year 2021 and provide a summary of the job responsibilities for each budgeted position.

Personnel Budget Allocation: 2022

**A1. Position Title:** List all positions that will be funded under this program during fiscal year 2019. This

should include salaries that will be paid exclusively by funding sources other than

the City.

**A2. Number of** For each position listed in column (A1), indicate the number of employees to be

**Employees:** funded.

**A3. Salary Rate:** For each position listed in column (A1), indicate the corresponding salary rate(s)

(either annually or hourly) for each employee. If there are different rates for the

same position, list the rates one under another.

**A4. Time Spent on** Please indicate the percentage (%) of time that this employee is anticipated to

**Program:** spend on this program.

**A5. Pay Periods:** List the number of pay periods per year.

**A6. City Share:** For each position listed, please indicate what amount of salary will be paid with City

funds.

**A7. Other Share** This information will be automatically generated by formulas.

Other Share is generated by subtracting column (A6) from column (A8).

**A8. Total Cost:** This information will be automatically generated by formulas.

Total Cost is generated by multiplying columns (A2), (A3), and (A4).

A9. Summary of Job Describe briefly the duties and responsibilities associated with each position listed in

**Responsibilities:** column (A1).

**A10.** Personnel Totals: This information will be automatically generated by formulas.

Personnel Totals indicates subtotals for columns (A2), (A6), (A7), and (A8).

### **B.** Fringe Benefits and Total Personnel Costs:

Both the federal government and the State of Illinois require employers to pay various employee taxes and contributions<sup>1</sup>. These taxes and contributions, along with certain fringe benefits that a delegate may wish to offer its employees, are eligible expenses. The City's share of fringe costs must be reasonably proportional to the City's share of salary costs. Please estimate these various costs on the form where indicated.

**B1a. Social Security:** The employer and employee tax rate for social security is 6.2%. The wage base limit

is \$128,400. This should be computed every payroll period.

**B1b. Medicare:** The employer and employee tax rate for Medicare tax is 1.45%. There is no wage

base limit for Medicare tax; all covered wages are subject to Medicare tax. This

should be computed every payroll period.

**B2. State Unemployment** 

Insurance<sup>2</sup>:

Identify the City's share and total cost of State Unemployment Insurance in columns G and I, respectively. It is likely that your organization is liable for State Unemployment Insurance. For further information contact the Illinois Department of Employment Security hotline at (800)247-4984.

**B3. State Worker's** 

Compensation:

Identify the City's share and total cost of State Worker's Compensation Insurance in columns G and I, respectively. This insurance is computed at a rate determined by the employee's type of business or organization. How often an employer must pay worker's compensation is based on the size of the insurance premium. All applicants are encouraged to call the National Council of Compensation Insurance (NCCI) at

(800) 622-4123 for technical assistance in this matter.

**B4-B5. Other:** Please list any other employer expenses or benefits the agency will or must offer its

employees. Please identify the City Share and the Total Cost in columns G and I.

**B6. Fringe Benefits Total:** This information will be automatically generated by formulas.

Fringe Benefits Totals indicates subtotals for Fringe Benefits columns G-I.

**B7. Personnel Costs Total**: *This information will be automatically generated by formulas.* 

Personnel Costs Totals are generated by adding Personnel Totals (A10) and Fringe

Benefits Totals (B6).

### Please Note: Regarding Insurance

The Chicago Department of Finance (Finance) has established minimum insurance requirements for applicants awarded federal or state funds. The types of insurance required include worker's compensation; general liability; a fidelity bond (if applicable); automobile liability; and professional liability. Finance reserves the right to require additional types of insurance.

<sup>&</sup>lt;sup>1</sup>The Federal Insurance Contributions Act (FICA) tax includes two separate taxes. One is social security tax and the other is Medicare tax. Different rates apply for each of these taxes. <u>www.irs.gov</u>.

<sup>&</sup>lt;sup>2</sup> Most non-profit agencies do not have to pay the Federal Unemployment Tax. Check with the IRS at (800) 829-1040 to determine if your agency is exempt. An agency should also check with the lead City department to determine whether additional benefit(s) it wishes to offer are City eligible expenses.

### **Non-Personnel Budget Form**

This form should be used to estimate and justify the non-personnel line item amounts shown on the Budget Summary.

Non-Personnel Budget Allocation: 2022

**A1. Type of Expenditure:** The necessary information has already been provided for Rows 9-13. Delegate

**A2. Account Number:** budgets are limited to the accounts listed on the Non-Personnel Budget.

For any "Other" approved type(s) of expenditure, list the account description(s) and

the corresponding account number(s) which are applicable to this program.

Do not include the personnel account.

**A3. City Share:** For each type of expenditure and account number, please indicate how much will be

paid with City funds.

**A4. Other Share:** This information will be automatically generated by formulas.

Other Share is generated by subtracting (A3) from (A5).

**A5. Total Cost:** Indicate the total amount budgeted for each expenditure type and account number.

A6. Description and

Justification:

All funds listed in (A5) must be justified for City Share and Total Cost. Please show all

calculations. Include quantities and unit costs wherever possible.

**A7. Non-Personnel Totals:** This information will be automatically generated by formulas.

Non-Personnel Totals indicates totals for (A3), (A4), and (A5).

### **CONFLICT OF INTEREST QUESTIONNAIRE**

Federal, State and City law prohibits employees and public officials of the City of Chicago from participating on behalf of the City in any transaction in which they have a financial interest. This questionnaire must be completed and submitted by each applicant. The purpose of this questionnaire is to determine if the applicant, or any of the applicant's staff, or any of the applicant's Board of Directors would be in conflict of interest.

		Yes	No
If yes, pleas	e list the names(s) be	elow:	
City Council	,	ŕ	Department in which he/she is employed.
business aff	iliate(s) who is/are	currently	be used to award a subcontract to any individual or has/have been within one year of the date out, or a City Councilperson?
business aff	iliate(s) who is/are	currently consultan	or has/have been within one year of the date o

3. Is there any member(s) of the applicant's staff or member(s) of the applicant's Board of Directors or other governing body who are business partners or family members of a City employee, consultant, or City Councilperson,?

Yes	No
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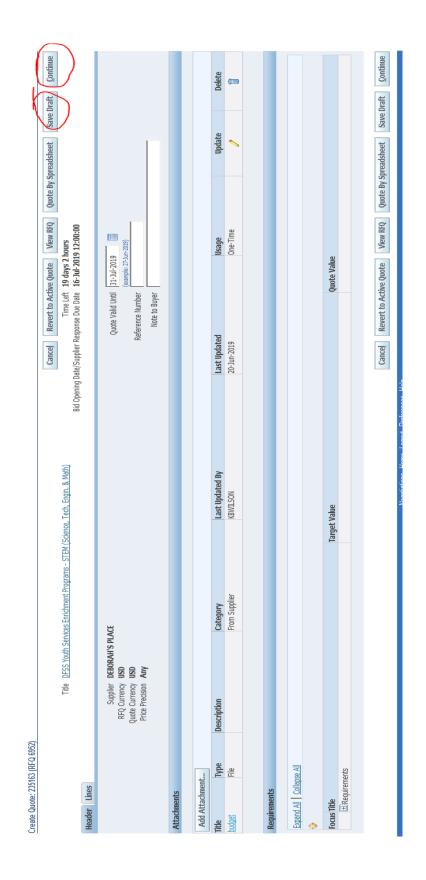
If yes, please identify on a separate sheet of paper, the City employee, consultant, or Councilperson with whom each individual has family or business ties.

Name of Applicant:		
Signature of Applicant's Representative	 Title	 
Date:		

Office of Budget and Management

# How to Submit an Application in the eProcurement System

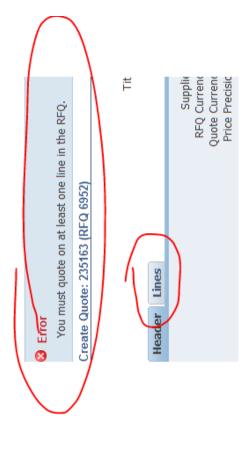
# When you are ready to submit, start by saving your draft one last time. Then click Continue.



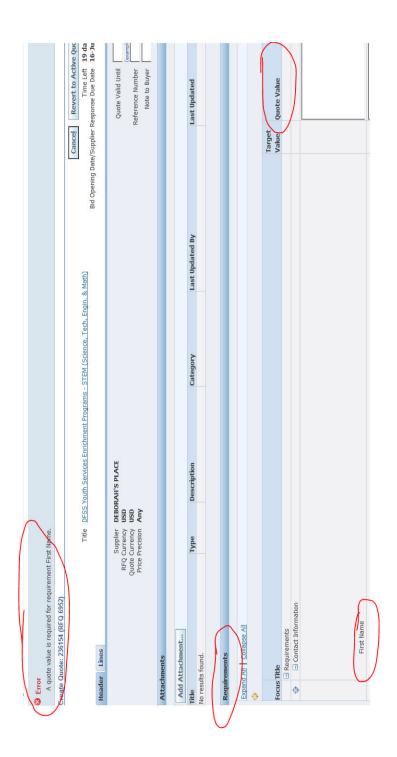
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Usually the error messages direct to something left undone in the application. In the last example, the error message indicated that the lines (found under the lines tab) had not been filled out.



refers to your (in this case, missing) answer. unanswered question in the application (or Requirements section). The Quote Value In this example, the error is about an



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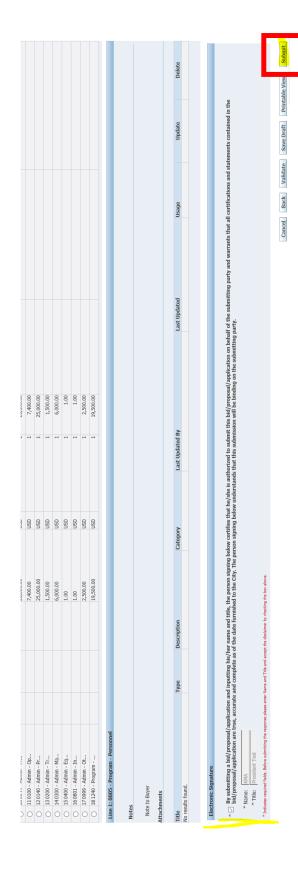
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E-mail Address				TheBestAgency@childcare.com			
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Federal Employer Identification Number							84-992289
DUNS Number							92-8992-5110
Head of Agency Name							Jane Doe
Head of Agency Title							Executive Director
Head of Agency Contact Telephone							845-251-XXXX
Head of Agency E-mail Contact							JaneDoe@superLeadersAcademy.com
Chief Finance Officer Name							Terry Doe Jr.
Chief Finance Officer Title							Finance Officer
Chief Finance Officer Telephone							845-251-XXXX
Chief Finance Officer E-mail							terrdoe@superLeadersAcademy.com
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# NEW ONLINE ISUPPLIER CUSTOMER SUPPORT CENTER

EFFECTIVE: DECEMBER 1, 2019

Office Days/Hours: Monday – Friday from 8:30am to 4:30pm

Customer Support Center Telephone Number: (312) 744-HELP (4357)

Customer Support Center Email Address: CustomerSupport@cityofchicago.org

The New iSupplier Customer Service Support Center (**Help Desk**) will provide assistance in the following areas:

- **★** Registration and Login Assistance
- **★** Contact and Address Update Assistance
  - \* Solicitation Assistance
  - \* Invoicing Assistance
  - **★** Training Dates and Training Material

All previous contact information will be forwarded to the new Help Desk at <a href="mailto:CustomerSupport@cityofchicago.org">CustomerSupport@cityofchicago.org</a> or (312) 744-HELP (4357).