

**REQUEST FOR PROPOSAL (“RFP”) FOR
HEALTHY CHICAGO TELEPHONE SURVEY FOR THE
CHICAGO DEPARTMENT OF PUBLIC HEALTH**

Specification No. 101355

Required for use by:

**CITY OF CHICAGO
(Chicago Department of Public Health)**



This RFP distributed by:

**CITY OF CHICAGO
(Department of Procurement Services)**

All proposals and other communications must be addressed and returned to:

Jamie L. Rhee, Chief Procurement Officer
Attention: Mauricio Beltran, Contracts Compliance Coordinator
Mauricio.Beltran@cityofchicago.org

312-744-2260

Department of Procurement Services
Bid & Bond Room - Room 301, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

A Pre-Proposal Conference will be held on **July 17, 2012 at 2:00 p.m.** Central Time, at
Department of Procurement Services, 121 N. LaSalle St,
City Hall, Room 403-B, Chicago, Illinois 60602.

Attendance is Non-Mandatory, but encouraged.

**PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M., CENTRAL TIME, ON
AUGUST 30, 2012.**

**RAHM EMANUEL
MAYOR**

**JAMIE L.RHEE
CHIEF PROCUREMENT OFFICER**

TABLE OF CONTENTS

		<u>Page</u>
I.	GENERAL INVITATION	1
	1.1 Purpose of the Request for Proposal	1
	1.2 Internet Access to this RFP	1
II.	DEFINITIONS.....	2
III.	BACKGROUND.....	3
V.	SCOPES OF SERVICES.....	3
	4.1 Description of Services	3
	4.2 Contract Term	3
V.	GENERAL INFORMATION AND GUIDELINES.....	3
	5.1 Communications Between the City of Chicago and Respondents	3
	5.2 Deadline and Procedures for Submitting Proposals	4
	5.3 RFP Information Resources	5
	5.4 Procurement Timetable.....	5
	5.5 Confidentiality	6
VI.	PREPARING PROPOSALS: REQUIRED INFORMATION	6
	6.1 Format of Proposals.....	6
	6.2 Required Contents of Proposal	7
VII.	EVALUATING PROPOSALS	18
	7.1 Evaluation Process	18
	7.2 Evaluation Criteria.....	19
VIII.	SELECTION PROCESS.....	20
IX.	ADDITIONAL DETAILS OF THE RFP PROCESS.....	21
	9.1 Addenda	21
	9.2 City’s Rights to Reject Proposals	21
	9.3 No Liability for Costs	22
	9.4 Prohibition on Certain Contributions.- Mayoral Executive Order No. 2011-4	22
	9.5 False Statements	23

LIST OF EXHIBITS

- Exhibit 1: Scope of Services & Deliverables
- Exhibit 2: Schedule of Compensation/Itemized Cost Proposal
- Exhibit 3: Company Profile Information
- Exhibit 4: Company References/Client Profile Information
- Exhibit 5: Special Conditions Regarding Minority and Women Owned Business Enterprise (M/WBE) Commitment, including:
 - 1. Attachment A: Assist Agencies
 - 2. Attachment B: Sample Letter to Assist Agencies
 - 3. Schedule B: Affidavit of Joint Venture (M/WBE)
 - 4. Schedule C-1: Letter of Intent from M/WBE to Perform as Subcontractor, Supplier and/or Contractor
 - 5. Schedule D-1: Affidavit of M/WBE Goal Implementation Plan
- Exhibit 6: Online City of Chicago Economic Disclosure Statement and Affidavit and Appendix A (EDS) Instructions and Attachment A, Online EDS Acknowledgement
- Exhibit 7: Contract Insurance Requirements and Insurance Certificate
- Exhibit 8: Contractual Requirements related to HIPAA
- Exhibit 9: City of Chicago's Sample Professional Services Agreement

REQUEST FOR PROPOSAL (“RFP”)

for

**HEALTHY CHICAGO TELEPHONE SURVEY FOR THE
CHICAGO DEPARTMENT OF PUBLIC HEALTH**

Specification No. 101355

I. GENERAL INVITATION

1.1 Purpose of the Request for Proposal

The City of Chicago (“City”), acting through its Department of Public Health (“Department” or “CDPH”), invites the submission of proposals from firms with expertise and experience with Telephone Health Surveys, in accordance with Exhibit 1, Scope of Services.

Companies with demonstrated experience in this area, and with an interest in making their services available to the City of Chicago, are invited to respond to this RFP.

The objective for the selected Respondent (hereinafter “**Contractor**”) is to work for the Chicago Department of Public Health to perform all Services and functions associated with Telephone Health Surveys Services in accordance with Exhibit 1, Scope of Services.

The work contemplated is professional in nature. It is understood that the Contractor acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. It is also understood that 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 from the City. Any contract resulting from this document will require the Contractor to execute a statement of confidentiality.

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

1.2 Internet Access to this RFP

All materials related to the RFP will be available on the internet at:
www.cityofchicago.org/bids.

In the event you do not have download capability, all materials may be obtained from the City of Chicago Department of Procurement Services’ Bid & Bond Room, located in Room 301, City Hall, 121 N. LaSalle Street in Chicago, IL 60602.

A Respondent who chooses to download an RFP solicitation instead of picking it up in person will be responsible for checking the aforementioned web site for clarifications and/or addenda, if any. Failure to obtain clarifications and/or addenda from the web site shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Proposal. Note, there may be multiple clarifications and/or addenda. Any harm to the Respondent resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Respondents are responsible for obtaining all RFP materials. If Respondent chooses to download and print RFP document, the Respondent must contact the City of Chicago, Department of Procurement Services, Bid & Bond Room by emailing BidandBond@cityofchicago.org to register Respondent's company as an RFP document holder, which will enable the Respondent to receive any future clarifications and/or addendum related to this RFP.

II. 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 Exhibit 9.

Chief Procurement Officer ("CPO") means the Chief Procurement Officer for the City of Chicago.

"Commissioner" means the chief executive officer 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 (CDPH) and other participating City Departments.

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

"Respondent" means the companies or vendors submitting a proposal in response to this RFP.

"IRB" Institutional Review Board is a committee responsible for assuring that all research projects conducted at CDPH sites or under CDPH auspices protect the rights, welfare, and privacy of all participants. Further, the IRB assures that all research aims at securing benefit, direct or indirect, to the participants and the people of Chicago, and that the merits and costs of the research are in the best interests of the people of Chicago. IRBs are a requirement for all human research at many institutions, including CDPH.

"CATI" Computer Assisted Telephone Interviewing is a method of data collection by telephone with questions displayed on a computer and responses entered directly into a computer.

“SAS®” is computing software for data management and analysis.

“FTP” File Transfer Protocol site is a server on the Internet that maintains files for downloading.

III. BACKGROUND

CDPH uses data to better understand emergent public health issues, such as obesity, the effect of new laws related to health insurance, and tobacco use, and to develop and track City initiatives, including Healthy Chicago. CDPH also publishes reports and provides local health data to health advocates, government agencies and researchers throughout the City and beyond. Currently there is no existing surveillance and measurement system to capture community level data on access to health care, health care utilization, health behaviors, health status, and perceptions about health-related issues. CDPH is pursuing a contract for a telephone health survey to serve as the primary vehicle for gathering such information, thereby meeting the demand for data specific enough to understand and formulate local responses to public health issues in the City of Chicago.

V. SCOPES OF SERVICES

4.1 Description of Services

The services that the City seeks to acquire (“the Services”) are described in detail in the Scope of Services, Exhibit 1.

4.2 Contract Term

Any contract awarded pursuant to this RFP solicitation shall be for a base contract period of two (2) years plus extension options of up to two (2) additional years mutually agreed to by both parties.

V. GENERAL INFORMATION AND GUIDELINES

5.1 Communications Between the City of Chicago and Respondents

A. Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Department of Procurement Services. All questions or requests for clarification must be in writing, sent by mail, email or fax at 312-744-7679, and directed to the attention of Mauricio Beltran, mauricio.beltran@cityofchicago.org Department of Procurement Services, Room 403, City Hall and must be received no later than 4:00 p.m. Central Time, on July 26, 2012 Respondents are encouraged, but not required, to submit questions one (1) week prior to the scheduled Pre-Proposal Conference.

All questions and requests for clarification must be submitted via email using the provided template - "Clarifying Questions Template, file name "Clarifying_Questions_Template.xls". The subject line of the email must clearly indicate that the contents are "Questions and Request for Clarification" about the RFP and are "Not a Proposal" and must refer to "Request for Proposal ("RFP") for the Healthy Chicago Telephone Survey for the Chicago Department of Public Health, Specification No. 101355." No telephone calls will be accepted unless the questions are general in nature.

B. Pre-Proposal Conference

The City will hold a Pre-Proposal Conference in **City Hall, 121 North LaSalle Street, Room 403 Conference Room 403, Chicago, Illinois 60602**, at **2:00 p.m. Central Time on July 17, 2012**. All parties interested in bidding on this RFP are urged to attend in person. The City requests that all parties planning on attending the Pre-Proposal Conference notify mauricio.beltran@cityofchicago.org prior to the Pre-Proposal Conference. The email communication shall include the names, titles, email address and phone number of each attendee.

The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions posed on the day of the conference and to questions emailed prior to the deadline for receipt of questions per Section 5.1.A.

5.2 Deadline and Procedures for Submitting Proposals

1. To be assured of consideration, Proposals must be received by the City of Chicago in the City's Bid & Bond Room (Room 301, City Hall) no later than **4:00 p.m. Central Time on August 30, 2012**. The Bid & Bond Room can be reached at telephone number 312-744-9773.
2. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section 5.2.1 above. Only the Chief Procurement Officer ("CPO") is empowered to determine whether to accept or return late Proposals.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Hand-carried Proposals must be placed in the depository located in the Bid & Bond Room located in Room 301, City Hall. The time of the receipt of all Proposals to this RFP will be determined solely by the clock located in the Bid & Bond Room of City Hall. It is Respondent's sole responsibility to ensure that the Proposal is received as required.

3. Proposals must be delivered to the following address:
Jamie L. Rhee, Chief Procurement Officer
City of Chicago
Department of Procurement Services
Bid & Bond Room
Room 301, City Hall

121 North LaSalle Street
Chicago, Illinois 60602

4. Respondent must submit 1 hardcopy original, 5 electronic copies in a searchable PDF format on a USB drive or CD-ROM. The original documents must be clearly marked as "ORIGINAL", and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.

5. The outside of each sealed envelope or box must be labeled as follows:

Proposal Enclosed
Healthy Chicago Telephone Survey for the Chicago Department of Public Health
Specification No. 101355
Due: **4:00 p.m. Central Time, August 30, 2012.**
Submitted by: (Name of Respondent)
Package ____ of ____

6. The City's opening of Respondent's sealed envelope(s) or package(s) containing a Proposal shall neither be deemed nor constitute acceptance by the City of Respondent's Proposal. The City reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if the same were submitted by the due date and time specified herein, for any purpose, including without limitation, determining the particular RFP to which Respondent has responded, determine if a Proposal was submitted by the date and time specified herein.

5.3 RFP Information Resources

Respondents are solely responsible for acquiring the necessary information or materials. Information for preparing a response to this RFP can be located in the following areas of the City's website: www.cityofchicago.org/Procurement:

- Search MBE/WBE Directory Database
- Pre-Bid/Proposal Conference Attendees
- Addenda and Exhibits, if any.

5.4 Procurement Timetable

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

Key Activity	Target Date
City Issues RFP	July 9, 2012
Pre-Proposal Conference	July 17, 2012
Post-Conference Questions Due	July 26, 2012
RFP Addendum to Questions	August 17, 2012

Proposals Due	August 30, 2012
---------------	-----------------

5.5 Confidentiality

Respondent may designate those portions of the Proposal, which contain trade secrets or other proprietary data that must remain confidential. If a Respondent includes data that is not to be disclosed to the public for any purpose or used by the City except for evaluation purposes, the Respondent must:

- A. Mark the title page as follows: "This RFP Proposal includes trade secrets or other proprietary data ("data") that may not be disclosed outside the City and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal. The data subject to this restriction are contained in sheets (insert page numbers or other identification)." The City, for purposes of this provision, will include any consultant assisting in the evaluation of Proposals. If, however, a contract is awarded to this Respondent as a result of or in connection with the submission of this data, the City has the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City's right to use information contained in the data if it is obtained from another source without restriction.
- B. Mark each sheet or data to be restricted with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal."

All submissions are subject to the Freedom of Information Act.

VI. **PREPARING PROPOSALS: REQUIRED INFORMATION**

Each Proposal must contain all of the following documents and must conform to the following requirements.

6.1 Format of Proposals

Proposals must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Submit 1 hardcopy original, 5 electronic copies in a searchable .pdf format on a USB-drive or CD-ROM.

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP will be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. While the City recognizes that Respondents provide costs in varying formats, compliance with the enclosed costing structure in Exhibit 2 is required to facilitate equitable comparisons.

The detailed Proposal evaluated by the City must include a response to all requirements in this RFP. By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by the City, your Proposal and related submittals may become part of the contract.

Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized. Respondent is strongly discouraged from including advertisement or materials not related specifically to the focus of this RFP.

6.2 Required Contents of Proposal

Respondents are advised to adhere to the submittal requirements of the RFP. 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, your Proposal and related submittals may become part of the contract. While the City recognizes that Respondents provide costs in varying formats, compliance with the enclosed Itemized Cost Proposal in Exhibit 2 is required to facilitate equitable comparisons.

At a minimum, the Proposal must include the following items:

6.2.1. 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:

- (i) 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.
- (ii) 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.
- (iii) Indicate the name and telephone number(s) of the principal contact for oral presentation or negotiations.
- (iv) Summary of 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 Exhibit 5 of this RFP.

(v) Include a statement of any objections or comments, to the City of Chicago's standard contract terms and conditions as stipulated in the Sample Professional Services Agreement in Exhibit 9 of this RFP.

(vi) Acknowledge receipt of Addendum issued by the City, if any.

6.2.2. Executive Summary

Respondent must provide an executive summary which 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 successfully implementing and managing the Telephone Health Survey for the City of Chicago; capacity to perform, and approach to project management, satisfying the scope of services in the RFP and any additional factors for the City's consideration. The summary must also highlight experience conducting survey research work with a particular emphasis on experience relevant to assessment of public health, health-related behaviors, health services utilization, and public policy.

6.2.3. Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to this Project

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

A. Company Profile Information (See Form in Exhibit 3)

Identify participants in Respondent's "Team." For example 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 participant 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, attach a copy of the joint venture agreement signed by an authorized officer of each joint venture partner. Each partner must execute:

- (i) Schedule B as shown in Exhibit 5, if joint venture includes City of Chicago certified MBE/WBE firms(s), as applicable.
- (ii) Separate Economic Disclosure Statement and Affidavit (“EDS”) completed by each partner and one in the name of the joint venture as shown in Exhibit 6.
- (iii) Insurance certificate in the name of the joint venture business entity.

B. Company References/Client Profile Information (See Form in Exhibit 4)

Respondent must provide at least 3 references preferably from a municipality or government agency related to a contract 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 should 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 Exhibit 1 of this RFP.
- The date when the Service was implemented.
- The location of the project.
- Nature and extent of Respondent’s involvement as the prime Contractor (also indicate area of secondary responsibility, if applicable) Identify 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 Contract.

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.

C. Capacity to Perform City Program

Describe how any uncompleted projects and/or contractual commitments to other clients will affect your ability to deliver services, capacity to perform within City’s timeline and affect dedicated resources committed to the City’s program. Respondent must provide a summary of current and future projects and commitments and include projected completion dates. Identify what percentage of the Services will be performed utilizing your own workforce, equipment and facilities. What percentage of the work will be subcontracted?

D. Business License/Authority to do Business in Illinois

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing the 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 Respondent is authorized by the Secretary of State to do business in the State of Illinois. 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: www.cityofchicago.org/businessaffairs.

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: <http://www.idfpr.com/DPR/>.

6.2.4. Professional Qualifications, Specialized Experience and Local Availability of Key Personnel who will be dedicated to the Services described in this RFP.

Respondent must summarize its experience and capability with respect to survey research methods, telephone interviewing technology (at least 4 years of experience training and supervising interviewers is expected), and specific aspects of the sample and study design associated with this project.

Respondent must provide a summary of individuals who will be dedicated to the Services described in this RFP. For each key person identified, Respondent must provide the following information:

- (i) Summary of the key personnel who will be dedicated to the Services as proposed and consistent with Staffing Plan per Section 6.2.5 D2.
- (ii) Key personnel's areas of expertise and areas for prime responsibility for various tasks or aspects of the Services.
- (iii) CVs/Resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this RFP.
Respondent must provide the following information:

- Title and reporting responsibility.

- Proposed role in this program, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
- Pertinent areas of expertise and past experience
- Base location (local facility, as applicable)
- Curriculum vitas ("CV"s), resumes or corporate personnel profiles which describe their overall experience and expertise.

In addition to CVs/resumes, Respondent must provide a detailed description of the roles and responsibilities concerning general work-title types (service staff, supervisors, executive managers, etc.). Add any other types of staff/personnel whom the Respondent is proposing.

Respondent must designate an officer or employee as its Project Manager. The assigned Project Manager must have significant experience in order to serve as the central day-to-day contact for CDPH staff. The Project Manager (or identified alternate) must be available for telephone and email contact during the stated hours of operation. Additionally, the Respondent must also designate a staff person with experience managing samples for Random Digit Dial ("RDD") telephone operations and a staff person with significant experience preparing de-identified SAS® datasets.

Respondent should include discussion of experience working with an Institutional Review Board and its processes or an acknowledgement that it fully understands such Boards and processes and will comply with all of the Board's requirements and all other requirements under state and federal law relating to health information and the reporting thereof.

6.2.5. Implementation and Management Plan for Providing the Healthy Chicago Telephone Survey Services for the Chicago Department of Public Health

Respondent must provide a comprehensive and detailed implementation and management plan which addresses requirements as outlined in Exhibit 1, Scope of Services of this RFP. The plan must demonstrate Respondent's capacity to successfully implement and manage the Telephone Health Survey 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

All responses should, at a minimum, address your plan for delivery of the Services as outlined in Exhibit 1, Scope of Services. The plan should detail how the Services will be administered and your policies and procedures addressing the specific components. Specifically, all responses should address the following areas:

1. Sampling and Data Collection

- a. Propose sampling methods that will be used to identify an adequate representative sample of households and non-institutionalized adults in the City of Chicago using a RDD procedure that will yield reliable (stable) prevalence estimates of health risk and protective factors at the City, aggregated community area regional levels and for the following racial/ethnic groups: Hispanic, Non-Hispanic White, Non-Hispanic Black and Non-Hispanic Asian.
- b. Respondent must specify how accurate residential telephone numbers are to be obtained, including how residential numbers will be differentiated from business numbers. In addition, Respondent must specify sampling methods to select respondents when more than one person is eligible, including situations where there is more than one family living in the household. The Respondent is expected to review the most recent Centers for Disease Control and Prevention (CDC) Behavioral Risk Factor Surveillance System (BRFSS) Users Guide and any other community health survey (e.g., Los Angeles Community Health Survey, New York City Community Health Survey, etc.) materials in detail, including methods for random selection of adults within households and management of the sample.
- c. Respondent must specify sampling methods to identify cell phone-only users who reside in the City of Chicago, in order to include a sample of cell phone users, and describe methods that would be used to contact and engage cell phone-only users. Include a description of any previous experience or expertise in the area of cell phone survey research.
- d. Respondent must specify the number of calls expected to complete the desired number of interviews, including the minimum number of callbacks required, in order to achieve stable estimates. Respondent must describe specific strategies and techniques to increase response and cooperation rates, such as utilization of a pre-approach letter, as well as techniques employed to convert non-participants to participants. If possible, provide evidence demonstrating effectiveness of these techniques in previous research studies.

- e. Respondent must demonstrate capacity for unobtrusive monitoring of telephone interviewing, and if outside of the City of Chicago, remote monitoring capacity.
- f. Respondent must demonstrate ability to track and report on call dispositions while the survey is in progress and after completion of the survey.

2. Technical Expertise and Capacity

- a. Respondent must demonstrate technical skills and experience related to Computer Assisted Telephone Interview (CATI) or web platform-based technology and database construction.
- b. Respondent must demonstrate ability to develop sample weights for all respondents. A minimum of three sample weights for the adult data set must be produced. The first set of weights must assure a representative sample of adults and adjust for an unequal probability of selection. The second set of weights will allow for the projection of the results to the total population of individuals (adults) and the third to the number of households in the City of Chicago. Respondent must also explain how data resulting from cell phone interviews would be weighted and how these results could be incorporated into the data set resulting from other adult survey interviews.
- c. Respondent must attach examples of survey methods utilized in other projects, especially those requiring complex sampling strategies, multiple layers of analysis, or mixed mode data collection.

3. Multilingual Capabilities

- a. Respondent must demonstrate ability to translate the survey instruments into, and conduct interviews in, a minimum of 5 languages: English, Spanish, Mandarin, Cantonese and Polish.
- b. Respondent must provide evidence that its interviewing staff is able to communicate in an effective manner with the culturally varied and linguistically diverse respondents.

4. Management, Training and Support Capabilities

- a. Respondent must demonstrate ability to support all work related to survey (development, training, data collection, etc.) at an offsite location. CDPH is not responsible for providing workspace to proposer.

- b. Respondent must demonstrate ability to provide consultation and advice to CDPH staff on the formatting and content of the final survey instruments (e.g., as to skip patterns, question wording, or other matters related to finalizing the questionnaire).
- c. Respondent must describe the phone interview system: how interviewers are trained and supervised; hours of operation; monitoring capacity, etc. Respondent must demonstrate ability to provide adequate staff during all operating hours, including at least 1 supervisor on duty during operating hours. Interviews must be trained and regularly monitored throughout the data collection process to minimize interviewer error and respondent confusion.
- d. Respondent must provide a description of the pilot interview process. The pilot will assess reliability and validity of the items on the survey, assess and propose corrections to the minimize interviewer error and respondent confusion, and evaluate the flow of the questionnaire (e.g., skip patterns).
- e. Respondent must discuss the ability to produce data set in a standard format [e.g., American Standard Code for Information Interchange (ASCII)] or in SAS® 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, sampling strategy, a detailed analysis of response rates and weighting procedures and a summary of response frequencies to questions.

B. 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.

C. Organization Chart

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

- 1) Respondent should provide an organization 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/organizations in a team or joint venture for each task/work activity must be described.

- 2) Respondent must describe the specific role of each of the firms in a team or joint venture for each task/work activity.
- 3) Respondent should provide an organization chart identifying and showing the relationships between the Respondent and subcontractors. The generic titles and responsibilities of key personnel to be assigned to this project by the Respondent and by any subcontractor, must be identified.

D. Dedicated Resources

- 1) Describe facilities, equipment, personnel, transportation vehicles, software/hardware technologies and other resources available for implementing any proposed Services.
- 2) Staffing Plan

Provide an assessment of staffing needs for each major activity area by job title and function. Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the City of Chicago project including team structure, numbers and team management plans to achieve requirements for transition, implementation and services.

Submit resumes/"CVs" 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. 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.

6.2.6. Itemized Cost Proposal

The Respondent must provide pricing in each cell as outlined in Exhibit 2 (Contract years 1 and 2 and 2 options years) in order for the Respondent's Proposal to be considered responsive to this section. Proposals that fail to include cost proposal information in Exhibit 2 will be rejected as incomplete and deemed non-responsive.

All costs must, at a minimum, be provided as requested in Exhibit 2. For purposes of comparing costs among Respondents, Respondent must not deviate from the cost table outlined in Exhibit 2. The City reserves the right to negotiate a final fixed price, terms, and conditions with selected Respondent.

6.2.7. Minority and Women Business Enterprises Commitment

Respondent must complete and submit the forms that are attached to this RFP in Exhibit 5 to evidence Respondent's proposed MBE/WBE participation in some aspect of the contract. For purposes of your response to this RFP, the minimum Minority Business Enterprise (MBE) participation goal is 25% and the minimum Women Business Enterprise (WBE) participation goal is 5% of the total contract value.

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. 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.

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 5. 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: www.cityofchicago.org/Procurement.

6.2.8. 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 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, state the reasons in your Proposal response and provide financial documentation in sufficient detail to enable the City to assess the financial condition of your company.

Sufficient alternate documentation would be un-audited 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.

6.2.9. Economic Disclosure Statement and Affidavit (“EDS”) and Appendix A

Respondent shall complete an Economic Disclosure Statement and Affidavit and Appendix A. **See Online City of Chicago EDS Instructions, and Attachment A Online EDS Acknowledgement, 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. **Upon completion of Online EDS, Respondent shall submit a copy of 2 documents with their proposal: 1) Certificate of Filing printed from system and 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form in lieu of hardcopy EDS forms.**

Subcontractors may be asked, at the City’s discretion, to provide an EDS during the evaluation process.

6.2.10. Legal Actions

Respondent must provide a listing and a brief description of all material legal actions, together with any fines and penalties, for the past 5 years in which (i) Respondent or any division, subsidiary or parent entity of Respondent, or (ii) any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:

- A. A debtor in bankruptcy; or
- B. 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
- C. A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- D. A defendant in any criminal action; or
- E. 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
- F. 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 of a statute or related to service reliability; or
- G. 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.

6.2.11. Insurance

Prior to contract award, the selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 7.

VII. EVALUATING PROPOSALS

7.1 Evaluation Process

An Evaluation Committee, which will include the representatives from the Department of Public Health and the Procurement Services and may include representatives of other departments of the City (“Evaluation Committee” or “EC”) will review and evaluate the Proposals, as described below.

In evaluating Proposals, the EC will first consider the completeness and responsiveness of the Respondent’s Proposal. The Proposal evaluation process is organized into three phases:

- Phase I - Preliminary Proposal Assessment
- Phase II - Proposal Evaluation
- Phase III - Site Visits and/or Oral Presentations (if necessary)

Phase I - Preliminary Proposal Assessment

Phase I will involve an assessment of the Respondent’s compliance with and adherence to all submittal requirements requested in Section VI, 6.2., Required Content of the Proposal. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to “non-responsiveness” and rated Non-Responsive. Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

Phase II - Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent’s Proposal meets the service requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent’s qualifications, experience, proposed implementation and management plan, cost proposal and other factors based on the evaluation criteria outlined in Section 7.2, Evaluation Criteria.

As part of the evaluation process, the EC will review the information required by Section VI, for each Proposal received. The EC may also review other information gained by checking references and by investigating the Respondent’s financial condition.

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.

7.2 Evaluation Criteria

In Phase II, the Evaluation Committee will review the Respondent's Proposal to determine overall responsiveness and completeness of the Proposal with respect to the components outlined in the RFP using the following criteria (not necessarily listed in order of importance):

A. Professional and Technical Competence:

1. Ability to provide the Services described in the RFP, including capacity to perform the Scope of Services described in Exhibit 1 of this RFP.
2. Professional Qualifications and Specialized Experience of Respondent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies).
3. Professional Qualifications and Specialized Experience of Respondent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the City of Chicago.
4. Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services, operating within budget and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.

B. Quality, Comprehensiveness and Adequacy of the proposed Implementation and Management Plan including ability to meet service levels, capacity to support Telephone Health Survey Services based on staffing plan including supervisory key personnel who will manage and oversee program.

The Evaluation Committee 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 and approach to meeting the City's service level needs.

- C. Cost Proposal. The City will consider completeness and adequacy of cost as per the Itemized Cost Proposal, Exhibit 2.
- D. The level, relevancy, and quality of participation by MBE/WBE firms certified by the City of Chicago. It should be noted that non-responsiveness to this requirement may be cause for the prospective Respondent to be disqualified.
- E. Legal Actions - The EC will consider any 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 Statutes. The EC will consider Respondent’s compliance with all laws, ordinances, and statutes governing the contract. See Online City of Chicago EDS Instructions and Attachment A, Online EDS Acknowledgement form in Exhibit 6.
- H. Degree to which the Respondent accepts the City’s Terms and Conditions in the sample Professional Services Agreement in Exhibit 9 enabling the City to successfully negotiate a contract.
- I. 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.

VIII. SELECTION PROCESS

After the Evaluation Committee (“EC”) completes its review of Proposals in Phase II, it may submit to the Commissioner of the Department of Public Health and Chief Procurement Officer a recommended short list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select one Respondent, or a recommendation to reject any or all Proposals.

Phase III- Site Visit, and/or Oral Presentations

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Chief Procurement Officer, those short-listed Respondents may be subject to a site visit and/or be invited to appear before the Evaluation Committee for an oral presentation to clarify in more detail information what was submitted in Respondent’s Proposal; and/or to ask Respondent to respond to additional questions. Afterwards, the Evaluation Committee will make a final evaluation of the Respondents and submit its recommendation to the Commissioner of the Department of Public Health.

If the Commissioner makes a vendor selection recommendation, the recommendation will be forwarded to the Chief Procurement Officer for authorization to enter into contract negotiations with the selected Respondent.

The City will require the selected Respondent to participate in contract negotiations. The City’s requirement that the selected Respondent negotiate is not a commitment by the City to award a contract. 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 ask the Chief Procurement Officer to terminate negotiations with the selected Respondent, and to 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 Chief Procurement Officer 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.

IX. ADDITIONAL DETAILS OF THE RFP PROCESS

9.1 Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent (electronically or by mail) to all of the prospective Respondents listed on the "Take Out Sheet" prior to the Proposal due date. A copy of addenda associated with this RFP specification number will also be posted on the City of Chicago's Department of Procurement Services website and may be downloaded in lieu of being sent the addendum. Prospective Respondents are listed on the Take Out Sheet when they pick-up a copy of the RFP package from the Bid & Bond Room and sign or leave a business card, email BidandBond@cityofchicago.org or call in to the Bid & Bond Room to register their company as having downloaded a copy of the RFP prior to the Proposal due date. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent must acknowledge receipt.

Respondents are solely responsible for acquiring the necessary information or materials from the Bid & Bond room.

Copies of the take-out list, and any addenda, are available from the Department of Procurement Services □ Bid & Bond Room 301, City Hall, 121 North LaSalle Street, Monday-Friday, 8:30 a.m. - 4:30 p.m.; 312-744-9773; and via the Internet at the Department of Procurement website: www.cityofchicago.org/Procurement

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

1. Responses to questions and requests for clarification sent to the Department of Procurement Services; or
2. Responses to questions and requests for clarification raised at the Pre-Proposal Conference; or
3. Responses to questions and requests for clarification which were sent in by the deadline for submission of questions; all in accordance with the provisions of Section V. 5.1 A herein.

9.2 City's Rights to Reject Proposals

The City of Chicago, acting through its Chief Procurement Officer, 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 least the information required by Section VI. If no Respondent is selected through this RFP process, then the Chief Procurement Officer may utilize any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago, to obtain the Services described in this RFP or as may otherwise be so required.

9.3 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/or participating in any conferences, site visits, demonstrations, oral presentations or negotiations.

9.4 Prohibition 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.

"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.

9.5 False Statements

(a) 1-21-010 False Statements

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 falsifies any statement of material fact made in connection with an 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. (Added Coun. J. 12-15-04, p. 39915, § 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)

EXHIBIT 1

SCOPE OF SERVICES & DELIVERABLES

SCOPE OF SERVICES

Years 1-2

1. Prepare and submit Institutional Review Board (IRB) application for CDPH and any of the Contractor's own required IRB applications. Prepare and submit IRB periodic review form for CDPH and any of the Contractor's own required IRB renewal forms.
2. Develop questionnaire based on list of potential questions provided by CDPH (Appendix 1).
3. Input approved questionnaire into CATI/web system.
4. Develop "aggregated community area regions" conforming to the boundaries of Chicago's 77 community using data related to race, ethnicity, culture and socio-economic indicators provided by CDPH (Appendix 2).
5. Develop a sampling plan to ensure adequate representation and reliable prevalence estimates for the City, aggregated community area regions and racial/ethnic groups.
6. Conduct small-scale pretest of CATI/Web program and English-language survey instrument for length and skip patterns.
7. Develop revised questionnaire based on results of small-scale pretest.
8. Translate questionnaire into Spanish, Mandarin, Cantonese and Polish.
9. Conduct formal pilot test of questionnaire.
10. Develop final questionnaire in English, Spanish, Mandarin, Cantonese and Polish based on results of formal pilot test.
11. Hire and train telephone interviewer staff.
12. Conduct the minimum number of completed interviews based on the sampling plan.
13. Geocode geographic information collected in interviews.
14. Determine sample weights based on sampling plan and collected data.
15. Prepare final data files and technical reports to CDPH for analyses and publication of survey results and findings.
16. Consult with CDPH post-survey by responding to questions and inquiries as needed.

SCOPE OF SERVICES

Year 3

1. Prepare and submit IRB application for CDPH and any of the Contractor's own required IRB applications, or prepare and submit IRB periodic review form for CDPH and any of the Contractor's own required IRB renewal forms as needed.
2. Develop questionnaire based on list of potential questions provided by CDPH (Appendix 1) and questionnaire used in Years 1-2.
3. Input approved questionnaire into CATI/web system.
4. Develop a sampling plan to ensure adequate representation and reliable prevalence estimates for the City, aggregated community area regions and racial/ethnic groups.
5. Translate questionnaire into Spanish, Mandarin, Cantonese and Polish.
6. Conduct formal pilot test of questionnaire.
7. Develop final questionnaire in English, Spanish, Mandarin, Cantonese and Polish based on results of formal pilot test.
8. Hire and train telephone interviewer staff.
9. Conduct the minimum number of completed interviews based on the sampling plan.
10. Geocode geographic information collected in interviews.
11. Determine sample weights based on sampling plan and collected data.
12. Prepare final data files and technical reports to CDPH for analyses and publication of survey results and findings.
13. Consult with CDPH post-survey by responding to questions and inquiries as needed.

SCOPE OF SERVICES

Year 4

1. Prepare and submit IRB application for CDPH and any of the Contractor's own required IRB applications, or prepare and submit IRB periodic review form for CDPH and any of the Contractor's own required IRB renewal forms as needed.
2. Develop questionnaire based on list of potential questions provided by CDPH (Appendix 1) and questionnaire used in Years 1-2 & 3.
3. Input approved questionnaire into CATI/web system.
4. Develop a sampling plan to ensure adequate representation and reliable prevalence estimates for the City, aggregated community area regions and racial/ethnic groups.
5. Translate questionnaire into Spanish, Mandarin, Cantonese and Polish.
6. Conduct formal pilot test of questionnaire.
7. Develop final questionnaire in English, Spanish, Mandarin, Cantonese and Polish based on results of formal pilot test.
8. Hire and train telephone interviewer staff.
9. Conduct the minimum number of completed interviews based on the sampling plan.
10. Geocode geographic information collected in interviews.
11. Determine sample weights based on sampling plan and collected data.
12. Prepare final data files and technical reports to CDPH for analyses and publication of survey results and findings.
13. Consult with CDPH post-survey by responding to questions and inquiries as needed.

DELIVERABLES

Years 1-2

1. Institutional Review Board (IRB) application for CDPH and any of the Contractor's own required IRB applications no later than 1 month past contract start date.
2. Signed confidentiality pledges from all Contractor employees working on the Healthy Chicago Telephone Survey no later than 1 month past contract start date.
3. Map of aggregated community area regions and detailed documentation of aggregation process no later than 2 months past contract start date.
4. First draft of questionnaire in English no later than 3 months after contract start date.
5. Sampling plan with detailed information on sample size, operational processes and procedures, and epidemiological and statistical methodologies to be employed, no later than 3 months after contract start date.
6. Report detailing small-scale pre-test results of first draft, English-language questionnaire and CATI/web system, no later than 4 months after contract start date.
7. RDD sample of telephone numbers no later than 4 months after contract start date.
8. Second draft of questionnaire in English and translated into Spanish, Mandarin, Cantonese and Polish, no later than 4 months after contract start date.
9. Report detailing formal pilot test results of second draft of questionnaire, no later than 5 months past contract start date.
10. Final questionnaire in English, Spanish, Mandarin, Cantonese and Polish no later than 5 months past contract start date.
11. Report on number of qualified interviewers hired, including details on bilingual staff, no later than 5 months past contract start date.
12. Training plan and schedule for interviewers no later than 5 months past contract start date.
13. IRB periodic review form for CDPH and any of the Contractor's own required IRB renewal forms no later than 13 months past contract start date.

14. Weekly production and disposition reports and monthly interview and sample data sets for quality control purposes beginning when interviewing starts and concluding no later than 14 months past contract start date.
15. De-identified SAS® dataset with documentation, including sample weights and guidance for applying weights, posted on a secure Department FTP site no later than 18 months past contract start date.
16. Written methodology documenting survey procedures, analysis of sample performance, weight procedures, and other study details no later than 18 months past start date.
17. Final telephone sample disposition report and a final telephone sample dataset in SAS® format no later than 18 months past contract start date.
18. Post-survey consultation services (e.g., responding to questions/inquiries from CDPH regarding questionnaire, methods, interviewing, analysis, etc.) up to 2 years after contract start date.

Year 3

1. Institutional Review Board (IRB) application for CDPH and any of the Contractor's own required IRB applications or IRB periodic review form for CDPH and any of the Contractor's own required IRB renewal forms no later than 1 month past contract extension start date.
2. Signed confidentiality pledges from all Contractor employees working on the Healthy Chicago Telephone Survey no later than 1 month past contract extension start date.
3. First draft of questionnaire in English based on questionnaire utilized in Years 1-2 with additions, deletions and revisions to questions, no later than 1 month past contract extension start date.
4. Sampling plan with detailed information on sample size, operational processes and procedures, and epidemiological and statistical methodologies to be employed, no later than 1 month after contract extension start date.
5. RDD sample of telephone numbers no later than 3 months after contract extension start date.
6. Second draft of questionnaire in English and translated into Spanish, Mandarin, Cantonese and Polish, no later than 3 months after contract extension start date.
7. Report detailing formal pilot test results of second draft of questionnaire, no later than 3 months past contract extension start date.

8. Final questionnaire in English, Spanish, Mandarin, Cantonese and Polish no later than 3 months past contract extension start date.
9. Report on number of qualified interviewers hired, including details on bilingual staff, no later than 3 months past contract extension start date.
10. Training plan and schedule for interviewers no later than 3 months past contract extension start date.
11. Weekly production and disposition reports and monthly interview and sample data sets for quality control purposes beginning when interviewing starts and concluding no later than 11 months past contract extension start date.
12. De-identified SAS® dataset with documentation, including sample weights and guidance for applying weights, posted on a secure Department FTP site no later than 12 months past contract extension start date.
13. Written methodology documenting survey procedures, analysis of sample performance, weight procedures, and other study details no later than 12 months past contract extension start date.
14. Final telephone sample disposition report and a final telephone sample dataset in SAS® format no later than 12 months past contract extension start date.
15. Post-survey consultation services (e.g., responding to questions/inquiries from CDPH regarding questionnaire, methods, interviewing, analysis, etc.) up to 12 months past contract extension start date.

Year 4

1. Institutional Review Board (IRB) application for CDPH and any of the Contractor's own required IRB applications or IRB periodic review form for CDPH and any of the Contractor's own required IRB renewal forms no later than 13 months past contract extension start date.
2. Signed confidentiality pledges from all Contractor employees working on the Healthy Chicago Telephone Survey no later than 13 months past contract extension start date.
3. First draft of questionnaire in English based on questionnaire utilized in Years 1-2 & 3 with additions, deletions and revisions to questions, no later than 13 month past contract extension start date.
4. Sampling plan with detailed information on sample size, operational processes and procedures, and epidemiological and statistical methodologies to be employed, no later than 13 months after contract extension start date.

5. RDD sample of telephone numbers no later than 15 months after contract extension start date.
6. Second draft of questionnaire in English and translated into Spanish, Mandarin, Cantonese and Polish, no later than 15 months after contract extension start date.
7. Report detailing formal pilot test results of second draft of questionnaire, no later than 15 months past contract extension start date.
8. Final questionnaire in English, Spanish, Mandarin, Cantonese and Polish no later than 15 months past contract extension start date.
9. Report on number of qualified interviewers hired, including details on bilingual staff, no later than 15 months past contract extension start date.
10. Training plan and schedule for interviewers no later than 15 months past contract extension start date.
11. Weekly production and disposition reports and monthly interview and sample data sets for quality control purposes beginning when interviewing starts and concluding no later than 23 months past contract extension start date.
12. De-identified SAS® dataset with documentation, including sample weights and guidance for applying weights, posted on a secure Department FTP site no later than 24 months past contract extension start date.
13. Written methodology documenting survey procedures, analysis of sample performance, weight procedures, and other study details no later than 24 months past contract extension start date.
14. Final telephone sample disposition report and a final telephone sample dataset in SAS® format no later than 24 months past contract extension start date.
15. Post-survey consultation services (e.g., responding to questions/inquiries from CDPH regarding questionnaire, methods, interviewing, analysis, etc.) up to 24 months past contract extension start date.

EXHIBIT 1

APPENDIX 1

LIST OF POTENTIAL QUESTIONS

Section 1: Health Status

1. Would you say that in general your health is? **(BRFSS 2011)**
 - a. Excellent
 - b. Very good
 - c. Good
 - d. Fair
 - e. Poor

Section 2: Healthy Days—Health-Related Quality of Life

2. Now thinking about your physical health, which includes physical illness and injury, for how many days during the past 30 days was your physical health not good? **(BRFSS 2011)**
 - a. ___ Number of days
 - b. None
3. Now thinking about your mental health, which includes stress, depression, and problems with emotions, for how many days during the past 30 days was your mental health not good? **(BRFSS 2011)**
 - a. ___ Number of days
 - b. None
4. During the past 30 days, for about how many days did poor physical or mental health keep you from doing your usual activities, such as self-care, work, or recreation? **(BRFSS 2011)**
 - a. ___ Number of days
 - b. None

Section 3: Health Care Access

5. Do you have any kind of health care coverage, including health insurance, prepaid plans such as HMOs, or government plans such as Medicare or Indian Health Services? **(BRFSS 2011)**
 - a. Yes
 - b. No
6. What type of health care coverage do you use to pay for most of your medical care? Is it coverage through – your employer, someone else’s employer, a plan that you or someone else buys on your own, Medicare, Medicaid or Medical Assistance (state program name), the military, CHAMPUS, TriCare, or the VA, COBRA, or some other source? **(BRFSS 2000, COBRA response added from NYC CHS 2009)**
 - a. Your employer
 - b. Someone else’s employer

- c. A plan that you or someone else buys on your own
 - d. Medicare
 - e. Medicaid or Medical Assistance (state program name)
 - f. The military, CHAMPUS, TriCare, or the VA
 - g. COBRA
 - h. Some other source
7. Were you without health insurance at any point during the last 12 months? **(NYC CHS 2009)**
- a. Yes
 - b. No
8. How long have you been without any kind of health insurance coverage? **(NYC CHS 2009)**
- a. ___ Weeks
 - b. ___ Months
 - c. ___ Years
 - d. Never had health insurance coverage
9. What was the main reason you are without health care coverage? **(BRFSS 2001)**
- a. Lost job or changed employers
 - b. Spouse or parent lost job or changed employers
 - c. Became divorced or separated
 - d. Spouse or parent died
 - e. Became ineligible because of age or left school
 - f. Employer doesn't offer or stopped offering coverage
 - g. Cut back to part time or became temporary employee
 - h. Benefits from employer or former employer ran out
 - i. Couldn't afford to pay the premiums
 - j. Insurance company refused coverage
 - k. Lost Medicaid or Medical Assistance eligibility
 - l. Other
10. What was the main reason you were without health care coverage during the past 12 months? **(BRFSS 2001)**
- a. Lost job or changed employers
 - b. Spouse or parent lost job or changed employers
 - c. Became divorced or separated
 - d. Spouse or parent died
 - e. Became ineligible because of age or left school
 - f. Employer doesn't offer or stopped offering coverage
 - g. Cut back to part time or became temporary employee
 - h. Benefits from employer or former employer ran out
 - i. Couldn't afford to pay the premiums
 - j. Insurance company refused coverage
 - k. Lost Medicaid or Medical Assistance eligibility
 - l. Other

11. Do you have one person who you think of as your personal doctor or health care provider? (If "No" ask: "Is there more than one, or is there no person who you think of as your personal doctor or health care provider?") (**BRFSS 2011**)
 - a. Yes, only one
 - b. More than one
 - c. No
12. Have you seen your personal doctor or health care provider in the last 12 months? (**NYC CHS 2008**)
 - a. Yes
 - b. No
13. Thinking about the last time you visited your personal doctor or health care provider, while the doctor was meeting with you, how did he or she record your health information? Was it paper charts, a computer, both paper charts and a computer or are you not sure? (**NYC CHS 2008**)
 - a. Paper charts
 - b. A computer
 - c. Both paper charts and a computer
14. The last time your personal doctor or other healthcare provider gave you a prescription for medicine, was this prescription a computer printout, a handwritten prescription on a pad, or did he or she just call it in or fax it to the pharmacy? (**NYC CHS 2008**)
 - a. A computer printout
 - b. A handwritten prescription on a pad
 - c. Called in by telephone
 - d. Faxed or emailed it
 - e. No prescription in last 12 months
15. Have you ever used computers for any of the following? Looked up health information on the internet? (**NHIS 2009**)
 - a. Yes
 - b. No
16. Did you look up health information on the Internet in the past 12 months? (**NHIS 2009**)
 - a. Yes
 - b. No
17. Have you ever used online chat groups to learn about health topics? (**NHIS 2009**)
 - a. Yes
 - b. No
18. Did you use online chat groups to learn about health topics in the past 12 months? (**NHIS 2009**)
 - a. Yes
 - b. No
19. Refilled a prescription on the internet? (**NHIS 2009**)
 - a. Yes
 - b. No
20. Did you refill a prescription on the Internet in the past 12 months? (**NHIS 2009**)
 - a. Yes

- b. No
- 21. Scheduled an appointment with a health care provider using the Internet? **(NHIS 2009)**
 - a. Yes
 - b. No
- 22. Did you schedule an appointment with a health care provider using the Internet in the past 12 months? **(NHIS 2009)**
 - a. Yes
 - b. No
- 23. Communicated with a health care provider over e-mail? **(NHIS 2009)**
 - a. Yes
 - b. No
- 24. Did you communicate with a health care provider over e-mail in the past 12 months? **(NHIS 2009)**
 - a. Yes
 - b. No
- 25. Was there a time in the past 12 months when you needed to see a doctor but could not because of cost? **(BRFSS 2011)**
 - a. Yes
 - b. No
- 26. Was there a time in the past 12 months when you needed medical care but did NOT get it? Medical care includes doctor's visits, tests, procedures, prescription medication and hospitalizations. **(NYC CHS 2009)**
 - a. Yes
 - b. No
- 27. About how long has it been since you last visited a doctor for a routine checkup? A routine checkup is a general physical exam, not an exam for a specific injury, illness, or condition. **(BRFSS 2011)**
 - a. Within past year (anytime less than 12 months ago)
 - b. Within past 2 years (1 year but less than 2 years ago)
 - c. Within past 5 years (2 years but less than 5 years ago)
 - d. Never
- 28. When you are sick or need advice about your health, to which of the following places do you usually go? Would you say? **(BRFSS 2002)**
 - a. A doctor's office
 - b. A public health clinic or community health center
 - c. A hospital outpatient department
 - d. A hospital emergency room
 - e. Urgent care center
 - f. Some other kind of place
 - g. No usual place
- 29. Was there a time in the past 12 months when you needed medical care, but could not get it? **(NYC CHS 2002)**
 - a. Yes
 - b. No

30. What is the main reason you did not get medical care? **(NYC CHS 2002)**
- a. Cost (includes no insurance)
 - b. Distance
 - c. Office wasn't open when I could get there
 - d. Too long a wait for an appointment
 - e. Too long a wait in waiting room
 - f. No child care
 - g. No transportation
 - h. No access for people with disabilities
 - i. The medical provider didn't speak my language
 - j. Other
31. During the past year, was there ever a time when transportation problems kept you from getting needed medical care? **(LACHS 2007)**
- a. Yes
 - b. No
32. During the past year, was there ever a time when you had trouble talking to a doctor or health care provider because he or she did not speak your language? **(LACHS 2011)**
- a. Yes
 - b. No
33. During the past 12 months, did you get medical care for yourself at a hospital emergency room instead of visiting a doctor's office or clinic? **(HIS Adult Survey Instrument- BRFSS Supplement 1.14.2008)**
- a. Yes
 - b. No
34. Why did you go to the emergency room instead of visiting a doctor's office or clinic? **(HIS Adult Survey Instrument- BRFSS Supplement 1.14.2008)**
- a. Problem too urgent or severe
 - b. Doctor told me to go
 - c. Could not get an appointment with doctor
 - d. Immediate treatment
 - e. Do not have a doctor
 - f. Wanted a doctor who spoke my language

Section 4: Hypertension Awareness

35. Have you EVER been told by a doctor, nurse, or other health professional that you have high blood pressure? (If "Yes" and respondent is female, ask: "Was this only when you were pregnant?") **(BRFSS 2011)**
- a. Yes
 - b. Yes, but female told only during pregnancy
 - c. No
 - d. Told borderline high or pre-hypertensive
36. Have you ever been told by a doctor, nurse or other health professional that you need to take medicine for your high blood pressure? **(NYC CHS 2009)**

- a. Yes
 - b. No
37. Are you currently taking medicine for you high blood pressure? (**BRFSS 2011**)
- a. Yes
 - b. No
38. During the past 30 days, have you checked your blood pressure at home? (**NYC CHS 2006**)
- a. Yes
 - b. No
39. Have you ever had your blood pressure taken by a doctor, nurse or other health professional? (**SUHI 2002**)
- a. Yes
 - b. No
40. How long has it been since you last had your blood pressure taken by a doctor, nurse, or other health professional? Was it? (**SUHI 2002**)
- a. Within the past 12 months
 - b. 1 to 3 years ago
 - c. More than 3 years ago
41. How old were you the first time you were told you had high blood pressure? (**SUHI 2002**)
- a. ___ Age

Section 5: Cholesterol Awareness

42. Blood cholesterol is a fatty substance found in the blood. Have you EVER had your blood cholesterol checked? (**BRFSS 2011**)
- a. Yes
 - b. No
43. About how long has it been since you last had your blood cholesterol checked? (**BRFSS 2011**)
- a. Within past year (anytime less than 12 months ago)
 - b. Within past 2 years (1 year but less than 2 years ago)
 - c. Within past 5 years (2 years but less than 5 years ago)
 - d. 5 or more years
44. Have you EVER been told by a doctor, nurse or other health professional that your blood cholesterol is high? (**BRFSS 2011**)
- a. Yes
 - b. No
45. Are you currently taking medication to lower your high cholesterol? (**NYC CHS 2008**)
- a. Yes
 - b. No

Section 6: Chronic Health Conditions

Has a doctor, nurse, or other health professional EVER told you that you had any of the following? For each, tell me "Yes," "No," or you're "Not sure."

46. (Ever told) you that you had a heart attack also called a myocardial infarction? **(BRFSS 2011)**
- Yes
 - No
47. (Ever told) you had angina or coronary heart disease? **(BRFSS 2011)**
- Yes
 - No
48. (Ever told) you had a stroke? **(BRFSS 2011)**
- Yes
 - No
49. (Ever told) you had asthma? **(BRFSS 2011)**
- Yes
 - No
50. Do you still have asthma? **(BRFSS 2011)**
- Yes
 - No
51. (Ever told) you have diabetes? (If “yes” and respondent is female, ask: “Was this only when you were pregnant?”) **(BRFSS 2011)**
- Yes
 - Yes, but female told only during pregnancy
 - No
 - No, pre-diabetes or borderline diabetes
52. (Ever told) you have a depressive disorder (including depression, major depression, dysthymia, or minor depression)? **(BRFSS 2011)**
- Yes
 - No
53. (Ever told) you have an anxiety disorder (including acute stress disorder, anxiety, generalized anxiety disorder, obsessive-compulsive disorder, panic disorder, phobia, posttraumatic stress disorder, or social anxiety disorder)? **(BRFSS 2010, language changed to reflect pattern of previous questions)**
- Yes
 - No

Section 7: Tobacco Use

54. Have you smoked at least 100 cigarettes in your entire life? **(BRFSS 2011)**
- Yes
 - No
55. Do you now smoke cigarettes every day, some days, or not at all? **(BRFSS 2011)**
- Every day
 - Some days
 - Not at all
56. How many cigarettes on average do you smoke per day? **(NYC CHS 2009)**
- ___ Per day

57. On that days that you smoke, how many cigarettes on average do you smoke per day? **(NYC CHS 2009)**
- ___ Per day
58. On average, about how many days per month do you smoke? **(NYC CHS 2009)**
- ___ Days per month
 - ___ Days per week
59. How old were you when you first started smoking cigarettes regularly? **(NYC CHS 2009)**
- ___ Years
 - Never smoked regularly
60. During the past 12 months, have you stopped smoking for one day or longer because you were trying to quit smoking? **(BRFSS 2011)**
- Yes
 - No
61. How long has it been since you last smoked a cigarette, even one or two puffs? **(BRFSS 2011)**
- Within the past month (less than 1 month ago)
 - Within the past 3 months (1 month but less than 3 months ago)
 - Within the past 6 months (3 months but less than 6 months ago)
 - Within the past year (6 months but less than 1 year ago)
 - Within the past 5 years (1 year but less than 5 years ago)
 - Within the past 10 years (5 years but less than 10 years ago)
 - 10 years or more
62. Do you currently use chewing tobacco, snuff, or snus every day, some days, or not at all? **(BRFSS 2011)**
- Every day
 - Some days
 - Not at all
63. Do you currently smoke cigars, a pipe, a hookah or water pipe, electronic cigarettes or use smokeless tobacco, such as chew, dip, snuff, or snus? [Answer can be multiple] **(LACHS 2011)**
- No
 - Yes, cigars
 - Yes, Pipe
 - Yes, Hookah/Water Pipe
 - Yes, Smokeless Tobacco (chew, dip, snuff, snus)
 - Yes, Electronic Cigarettes
64. During the past 12 months, has a doctor, nurse or other health professional advised you to quit smoking? **(BRFSS 2003)**
- Yes
 - No
65. Have you ever smoked a cigarette? **(SUHI 2002)**
- Yes
 - No

66. How old were you the first time you smoked a cigarette, even one or two puffs? (**SUHI 2002**)
- ___ Age
67. Have you ever smoked at least one cigarette a day for one month or more? (**SUHI 2002**)
- Yes
 - No

Section 8: Demographics

68. What is your age? (**BRFSS 2011**)
- ___ Age in years
69. Are you Hispanic or Latino? (**BRFSS 2011**)
- Yes
 - No
70. Which of the following best describes your Hispanic or Latino ancestry or ethnic origin: [Read answer choices, accept first response] (**NYC CHS 2009, LACHS 2007, responses adjusted to reflect 2010 Chicago demographics**)
- Mexican/Mexican-American
 - Puerto Rican
 - Guatemalan
 - Ecuadorian
 - Other [specify]
71. Which one or more of the following would you say is your race? (**BRFSS 2011**)
- White
 - Black or African American
 - Asian
 - Native Hawaiian or Other Pacific Islander
 - American Indian or Alaska Native
 - Other [specify]
72. Which one of these groups would you say best represents your race? (**BRFSS 2011**)
- White
 - Black or African American
 - Asian
 - Native Hawaiian or Other Pacific Islander
 - American Indian or Alaska Native
 - Other [specify]
73. Which of the following best describes your Asian ancestry or ethnic origin? [Read answer choices, accept first response] (**NYC CHS 2009, LACHS 2007, responses adjusted to reflect 2010 Chicago demographics**)
- Asian Indian
 - Chinese
 - Filipino
 - Korean
 - Other[specify]

74. Where were you born? Please tell me the state or country. **(NYC CHS 2009)**
- USA [List of states]
 - Outside USA [List of countries, includes Puerto Rico and other US territories]
75. How long have you lived in this country? **(NYC CHS 2009)**
- Less than 5 years
 - 5 to 9 years
 - 10 or more years
76. What language do you speak most often at home? **(NYC CHS 2009, adjusted to reflect Chicago demographics)**
- English
 - Spanish
 - Polish
 - Mandarin
 - Cantonese
 - Other
77. Have you ever served on active duty in the United States Armed Forces, either in the regular military or in a National Guard or military reserve unit? Active duty does not include training for the Reserves or National Guard, but DOES include activation, for example, for the Persian Gulf War. **(BRFSS 2011)**
- Yes
 - No
78. Are you? **(BRFSS 2011, adapted to include civil union answer)**
- Married
 - Divorced
 - Widowed
 - Separated
 - Never married
 - A member of an unmarried couple
 - A member of a civil union
79. Now I'll read a list of terms people sometimes use to describe themselves – heterosexual or straight; homosexual, gay or lesbian; and bisexual. As I read the list again, please stop me when I get to the term that best describes how you think of yourself. **(NYC CHS 2009)**
- Heterosexual or straight
 - Homosexual, gay or lesbian
 - Bisexual
80. Some people describe themselves as transgender when they experience a different gender identity from their sex at birth. For example, a person born into a male body, but who feels female or lives as a woman. Do you consider yourself to be transgender? **(MA BRFSS 2009)**
- Yes
 - No
81. How many children less than 18 years of age live in your household? **(BRFSS 2011)**
- ___ Number of children

- b. None
- 82. How many children live in your household who are less than 5 years old? **(BRFSS 2000)**
 - a. ___ Number of children
 - b. None
- 83. Including yourself, how many people currently live in your household? **(LACHS 2007)**
 - a. ___ Number
- 84. Including yourself, how many adults are age 65 or older? **(LACHS 2007)**
 - a. ___ Number
- 85. Including yourself, how many adults between the ages of 18 and 64? **(LACHS 2007)**
 - a. ___ Number
- 86. Are there any children under age 18 currently living in your household? **(LACHS 2007)**
 - a. Yes
 - b. No
- 87. How many are teens between the ages of 12 and 17? **(LACHS 2007)**
 - a. ___ Number
- 88. How many are children between the ages of 6 and 11? **(LACHS 2007)**
 - a. ___ Number
- 89. How many are children between the ages of 0 and 5? **(LACHS 2007)**
 - a. ___ Number
- 90. What is the highest grade or year of school you completed? **(BRFSS 2011)**
 - a. Never attended school or only attended kindergarten
 - b. Grades 1 through 8 (Elementary)
 - c. Grades 9 through 12 (Some high school)
 - d. Grade 12 or GED (High school graduate)
 - e. College 1 year to 3 years (Some college or technical school)
 - f. College 4 years or more (College graduate)
- 91. Are you currently? **(BRFSS 2011)**
 - a. Employed for wages
 - b. Self-employed
 - c. Out of work for more than 1 year
 - d. Out of work for less than 1 year
 - e. A Homemaker
 - f. A Student
 - g. Retired
 - h. Unable to work
- 92. Is your annual household income from all sources? **(BRFSS 2011)**
 - a. Less than \$25,000 (\$20,000 to less than \$25,000)
 - b. Less than \$20,000 (\$15,000 to less than \$20,000)
 - c. Less than \$15,000 (\$10,000 to less than \$15,000)
 - d. Less than \$10,000
 - e. Less than \$35,000 (\$25,000 to less than \$35,000)
 - f. Less than \$50,000 (\$35,000 to less than \$50,000)
 - g. Less than \$75,000 (\$50,000 to less than \$75,000)
 - h. \$75,000 or more

93. About how much do you weigh without shoes? **(BRFSS 2011)**
a. ___ Weight (pounds/kilograms)
94. About how tall are you without shoes? **(BRFSS 2011)**
a. ___/___ Height (ft/inches, meters/centimeters)
95. How would you describe your weight? Would you say you are very underweight, slightly underweight, about the right weight, slightly overweight, or very overweight? **(NYC CHS 2003)**
a. Very underweight
b. Slightly underweight
c. About the right weight
d. Slightly overweight
e. Very overweight
96. Do you have more than one telephone number in your household? Do not include cell phones or numbers that are only used by a computer or fax machine. **(BRFSS 2011)**
a. Yes
b. No
97. How many of these telephone numbers are residential numbers? **(BRFSS 2011)**
a. ___ Residential telephone numbers
98. During the past 12 months, has your household been without landline telephone service for 1 week or more? Do not include interruptions of landline telephone service because of weather or other natural disasters. **(BRFSS 2010)**
a. Yes
b. No
99. Do you have a cell phone for personal use? Please include cell phones used for both business and personal use. **(BRFSS 2011)**
a. Yes
b. No
100. Do you share a cell phone for personal use (at least one-third of the time) with other adults? **(BRFSS 2011)**
a. Yes
b. No
101. Do you usually share this cell phone (at least one-third of the time) with any other adults? **(BRFSS 2011)**
a. Yes
b. No
102. Thinking about all the phone call that you receive on your landline and cell phone, what percent, between 0 and 100, are received on your cell phone? **(BRFSS 2011)**
a. ___ Percent
b. Zero
103. Do you own or rent your home? **(BRFSS 2011)**
a. Own
b. Rent
c. Other arrangement

104. How long have you lived at your current home? **(NYC CHS 2005)**
- a. ___ Months
 - b. ___ Years
105. [Indicate sex of respondent. Ask only if necessary.] **(BRFSS 2011)**
- a. Male
 - b. Female
106. To your knowledge, are you now pregnant? **(BRFSS 2011)**
- a. Yes
 - b. No
107. What is your primary mode of transportation? **(SUHI 2002)**
- a. Automobile
 - b. Public transportation (bus, El, railroad, etc.)
 - c. Other [specify]
 - d. Bicycle
 - e. Walking

Section 9: Fruits and Vegetables

108. During the past month, how many times per day, week or month did you drink 100% PURE fruit juices? Do not include fruit-flavored drinks with added sugar or fruit juice made at home and added sugar to. Only include 100% juice. **(BRFSS 2011)**
- a. ___ Per day
 - b. ___ Per week
 - c. ___ Per month
 - d. Never
109. During the past month, not counting juice, how many times per day, week, or month did you eat fruit? Count fresh, frozen, or canned fruit. **(BRFSS 2011)**
- a. ___ Per day
 - b. ___ Per week
 - c. ___ Per month
 - d. Never
110. During the past month, how many times per day, week, or month did you eat cooked or canned beans, such as refried, baked, black, garbanzo beans, beans in soup, soybeans, edamame, tofu or lentils. Do NOT include long green beans. **(BRFSS 2011)**
- a. ___ Per day
 - b. ___ Per week
 - c. ___ Per month
 - d. Never
111. During the past month, how many times per day, week, or month did you eat dark green vegetables for example broccoli or dark leafy greens including romaine, chard, collard greens or spinach? **(BRFSS 2011)**
- a. ___ Per day
 - b. ___ Per week
 - c. ___ Per month

- d. Never
112. During the past month, how many times per day, week, or month did you eat orange-colored vegetables such as sweet potatoes, pumpkin, winter squash, or carrots? **(BRFSS 2011)**
- a. ___ Per day
 - b. ___ Per week
 - c. ___ Per month
 - d. Never
113. Not counting what you just told me about, during the past month, about how many times per day, week, or month did you eat OTHER vegetables? Examples of other vegetables include tomatoes, tomato juice or V-8 juice, corn, eggplant, peas, lettuce, cabbage, and white potatoes that are not fried such as baked or mashed potatoes. **(BRFSS 2011)**
- a. ___ Per day
 - b. ___ Per week
 - c. ___ Per month
 - d. Never
114. How many times per week or per month do you eat meals purchased at a deli, street vendor or restaurant? Please include meals eaten at a restaurant, carried out or delivered. **(NYC CHS 2009)**
- a. ___ Per week
 - b. ___ Per month
 - c. None / never / rarely
115. How often do you eat something from a fast-food restaurant or chain such as: McDonalds, KFC, Taco Bell or similar places? [Read if needed: How many times per week or per month?] **(NYC CHS 2009)**
- a. ___ Per week
 - b. ___ Per month
 - c. None / never / rarely
116. How easy or difficult is it for you to get fresh produce (fruits and vegetables)? **(LACHS 2011)**
- a. Very difficult
 - b. Somewhat difficult
 - c. Somewhat easy
 - d. Very easy
117. Is this because stores in your neighborhood don't sell fresh fruits & vegetables? **(LACHS 2011)**
- a. Yes
 - b. No
118. Is this because the quality of fresh fruits and vegetables where you shop is poor? **(LACHS 2011)**
- a. Yes
 - b. No
119. Is this because fresh fruits and vegetables are too expensive? **(LACHS 2011)**

- a. Yes
 - b. No
- Are any of the following reasons why you do not eat healthier meals?
120. You don't want to give up the foods you like. Is this a reason why you don't eat healthier? **(LACHS 2007)**
- a. Yes
 - b. No
121. It takes too much time or effort to prepare healthy meals. Is this a reason why you don't eat healthier? **(LACHS 2007)**
- a. Yes
 - b. No
122. You don't know or understand nutrition guidelines. Is this a reason why you don't eat healthier? **(LACHS 2007)**
- a. Yes
 - b. No
123. It costs too much to purchase foods that are nutritious. Is this a reason why you don't eat healthier? **(LACHS 2007)**
- a. Yes
 - b. No
124. You prefer to eat at restaurants or get take-out. Is this a reason why you don't eat healthier? **(LACHS 2007)**
- a. Yes
 - b. No
125. About how many times in a week do you typically eat bakery products like cakes, cookies, or donuts? Would you say? **(SUHI 2002)**
- a. Less than once a week
 - b. 1 to 3 times a week
 - c. 4 to 6 times a week
 - d. Every day
126. About how many times in a week do you typically eat chips, such as potato or corn chips? Would you say? **(SUHI 2002)**
- a. Less than once a week
 - b. 1 to 3 times a week
 - c. 4 to 6 times a week
 - d. Every day
127. About how many times in a week do you typically eat fried foods, such as French fries, fried chicken or fish, hamburgers prepared at home? Would you say? **(SUHI 2002)**
- a. Less than once a week
 - b. 1 to 3 times a week
 - c. 4 to 6 times a week
 - d. Every day

Section 10: Exercise (Physical Activity)

128. During the past month, other than your regular job, did you participate in any physical activities or exercises such as running, calisthenics, golf, gardening, or walking for exercise? (**BRFSS 2011**)
- Yes
 - No
129. On average, how many times during a week do you exercise for at least 20 minutes each time? (**NYC CHS 2002**)
- Less than one time per week
 - One time
 - Two times
 - Three times
 - More than three times
 - None
130. What is your main reason for not exercising regularly? (**NYC CHS 2002**)
- No public place to go
 - Not safe
 - I weigh too much
 - No time/too busy
 - I don't like exercising
 - Health clubs too expensive
 - There are no health clubs in my neighborhood
 - Other
131. What type of physical activity or exercise did you spend the most time doing during the past month? (**BRFSS 2011**)
- Active Gaming Devices (Wii Fit, Dance Dance revolution)
 - Aerobics video or class
 - Backpacking
 - Badminton
 - Basketball
 - Bicycling machine exercise
 - Bicycling
 - Boating (Canoeing, rowing, kayaking, sailing for pleasure or camping)
 - Bowling
 - Boxing
 - Calisthenics
 - Canoeing/rowing in competition
 - Carpentry
 - Dancing (Ballet, ballroom, Latin, hip hop, etc.)
 - Elliptical/EPX machine exercise
 - Fishing from river bank or boat
 - Frisbee
 - Gardening (spading, weeding, digging, filling)
 - Golf (with motorized cart)
 - Golf (without motorized cart)

- u. Handball
- v. Hiking – cross-country
- w. Hockey
- x. Horseback riding
- y. Hunting large game – deer, elk
- z. Hunting small game – quail
- aa. Inline skating
- bb. Jogging
- cc. Lacrosse
- dd. Mountain climbing
- ee. Mowing lawn
- ff. Paddleball
- gg. Painting/papering house
- hh. Pilates
- ii. Racquetball
- jj. Raking lawn
- kk. Running
- ll. Rock climbing
- mm. Rope skipping
- nn. Rowing machine exercise
- oo. Rugby
- pp. Scuba diving
- qq. Skateboarding
- rr. Skating – ice or roller
- ss. Sledding, tobogganing
- tt. Snorkeling
- uu. Snow blowing
- vv. Snow shoveling by hand
- ww. Snow skiing
- xx. Snowshoeing
- yy. Soccer
- zz. Softball/baseball
- aaa. Squash
- bbb. Stair climbing/Stairmaster
- ccc. Stream fishing in waders
- ddd. Surfing
- eee. Swimming
- fff. Swimming in laps
- ggg. Table tennis
- hhh. Tai Chi
- iii. Tennis
- jjj. Touch football
- kkk. Volleyball
- lll. Walking

- mmm. Waterskiing
 - nnn. Weight lifting
 - ooo. Wrestling
 - ppp. Yoga
 - qqq. Other [specify]
132. How many times per week or per month did you take part in this activity during the past month? **(BRFSS 2011)**
- a. ___ Times per week
 - b. ___ Times per month
133. And when you took part in this activity, for how many minutes or hours did you usually keep at it? **(BRFSS 2011)**
- a. _:_ Hours and minutes
134. What other type of physical activity gave you the next most exercise during the past month? **(BRFSS 2011)**
- a. Active Gaming Devices (Wii Fit, Dance Dance revolution)
 - b. Aerobics video or class
 - c. Backpacking
 - d. Badminton
 - e. Basketball
 - f. Bicycling machine exercise
 - g. Bicycling
 - h. Boating (Canoeing, rowing, kayaking, sailing for pleasure or camping)
 - i. Bowling
 - j. Boxing
 - k. Calisthenics
 - l. Canoeing/rowing in competition
 - m. Carpentry
 - n. Dancing (Ballet, ballroom, Latin, hip hop, etc.)
 - o. Elliptical/EPX machine exercise
 - p. Fishing from river bank or boat
 - q. Frisbee
 - r. Gardening (spading, weeding, digging, filling)
 - s. Golf (with motorized cart)
 - t. Golf (without motorized cart)
 - u. Handball
 - v. Hiking – cross-country
 - w. Hockey
 - x. Horseback riding
 - y. Hunting large game – deer, elk
 - z. Hunting small game – quail
 - aa. Inline skating
 - bb. Jogging
 - cc. Lacrosse
 - dd. Mountain climbing

- ee. Mowing lawn
 - ff. Paddleball
 - gg. Painting/papering house
 - hh. Pilates
 - ii. Racquetball
 - jj. Raking lawn
 - kk. Running
 - ll. Rock climbing
 - mm. Rope skipping
 - nn. Rowing machine exercise
 - oo. Rugby
 - pp. Scuba diving
 - qq. Skateboarding
 - rr. Skating – ice or roller
 - ss. Sledding, tobogganing
 - tt. Snorkeling
 - uu. Snow blowing
 - vv. Snow shoveling by hand
 - ww. Snow skiing
 - xx. Snowshoeing
 - yy. Soccer
 - zz. Softball/baseball
 - aaa. Squash
 - bbb. Stair climbing/Stairmaster
 - ccc. Stream fishing in waders
 - ddd. Surfing
 - eee. Swimming
 - fff. Swimming in laps
 - ggg. Table tennis
 - hhh. Tai Chi
 - iii. Tennis
 - jjj. Touch football
 - kkk. Volleyball
 - lll. Walking
 - mmm. Waterskiing
 - nnn. Weight lifting
 - ooo. Wrestling
 - ppp. Yoga
 - qqq. Other [specify]
135. How many times per week or per month did you take part in this activity during the past month? (**BRFSS 2011**)
- a. ___ Times per week
 - b. ___ Times per month

136. And when you took part in this activity, for how many minutes or hours did you usually keep at it? **(BRFSS 2011)**
- _:__ Hours and minutes
137. During the past month, how many times per week or per month did you do physical activities or exercises to STRENGTHEN your muscles? Do NOT count aerobic activities like walking, running, or bicycling. Count activities using your own body weight like yoga, sit-ups or push-ups and those using weight machines, free weights, or elastic bands. **(BRFSS 2011)**
- __ Times per week
 - __ Times per month
 - __ Never
138. When you are at work, which of the following best describes what you do? Would you say? **(BRFSS 2009)**
- Mostly sitting or standing
 - Mostly walking
 - Mostly heavy labor or physically demanding work
139. Now, thinking about the moderate activities you do [fill in “when you are not working” if “employed” or “self-employed”] in a usual week, do you do moderate activities for at least 10 minutes at a time, such as brisk walking, bicycling, vacuuming, gardening, or anything else that causes some increase in breathing or heart rate? **(BRFSS 2009)**
- Yes
 - No
140. How many days per week do you do these moderate activities for at least 10 minutes at a time? **(BRFSS 2009)**
- __ Days per week
 - Do not do any moderate physical activity for at least 10 minutes at a time
141. On days when you do moderate activities for at least 10 minutes at a time, how much total time per day do you spend doing these activities? **(BRFSS 2009)**
- _:__ Hours and minutes per day
142. Now, thinking about the vigorous activities you do [fill in “when you are not working” if “employed” or “self-employed”] in a usual week, do you do vigorous activities for at least 10 minutes at a time, such as running, aerobics, heavy yard work, or anything else that causes large increases in breathing or heart rate? **(BRFSS 2009)**
- Yes
 - No
143. How many days per week do you do these vigorous activities for at least 10 minutes at a time? **(BRFSS 2009)**
- __ Days per week
 - Do not do any vigorous physical activity for at least 10 minutes at a time
144. On days when you do vigorous activities for at least 10 minutes at a time, how much total time per day do you spend doing these activities? **(BRFSS 2009)**
- _:__ Hours and minutes per day

145. Do you use walking paths, parks, playgrounds, or sports fields in your neighborhood for physical activity? Would you say yes, no or my neighborhood does not have these facilities? **(NYC CHS 2006)**
- Yes
 - No
 - My neighborhood does not have these facilities
146. How safe is it to walk or to use parks, playgrounds, and sports fields in your neighborhood? Would you say it is very safe, somewhat safe, somewhat unsafe, or very unsafe? **(NYC CHS 2006, LACHS 2011)**
- Very safe
 - Somewhat safe
 - Somewhat unsafe
 - Very unsafe
147. Are there safe places to be physically active in your neighborhood, including sidewalks and streets for walking and jogging? **(LACHS 2007)**
- Yes
 - No
148. On an average day, how many hours do you watch television? Only include time when you are sitting and watching the TV. **(NYC CHS 2005)**
- ___ Hours
 - Never
 - Less than a half hour
149. On an average day, how many hours do you spend using a computer for personal email, searching the internet, or playing games? Do not include time spent using a computer at work or for schoolwork. **(NYC CHS 2005)**
- ___ Hours
 - No time spent on a computer
 - Less than a half hour
150. Do you feel you get as much exercise as you need, or less than you need? **(SUHI 2002)**
- As much as R needs
 - Less than R needs
151. What is your main reason for not getting enough exercise? **(SUHI 2002)**
- Family, children
 - Poor health
 - Lack of access to facilities
 - Motivation
 - Satisfied as is
 - Time constraints
 - Other [specify]

Section 11: Disability

152. Are you limited in any way in any activities because of physical, mental, or emotional problems? **(BRFSS 2011)**
- a. Yes
 - b. No
153. Do you now have any health problem that requires you to use special equipment, such as a cane, a wheelchair, a special bed, or a special telephone? **(BRFSS 2011)**
- a. Yes
 - b. No

Section 12: Immunization

154. Now I will ask you questions about seasonal flu vaccine. There are two ways to get the seasonal flu vaccine, one is a shot in the arm and the other is a spray, mist, or drop in the nose called FluMist™. During the past 12 months, have you had either a seasonal flu shot or a seasonal flu vaccine that was sprayed in your nose? **(BRFSS 2011)**
- a. Yes
 - b. No
155. During what month and year did you receive you most recent flu shot injected into arm or flu vaccine that was sprayed in your nose? **(BRFSS 2011)**
- a. ___/___ Month/Year
156. At what kind of place did you get your last flu shot/vaccine? **(BRFSS 2011)**
- a. A doctor's office or health maintenance organization (HMO)
 - b. A health department
 - c. Another type of clinic or health center
 - d. A senior, recreation, or community center
 - e. A store
 - f. A hospital
 - g. An emergency room
 - h. Workplace
 - i. Some other kind of place
 - j. Received vaccination in Canada/Mexico
 - k. A school
157. A pneumonia shot or pneumococcal vaccine is usually given only once or twice in a person's lifetime and is different from the flu shot. Have you ever had a pneumonia shot? **(BRFSS 2011)**
- a. Yes
 - b. No

Section 13: Alcohol Consumption

158. During the past 30 days, how many days per week or per month did you have at least one drink of any alcoholic beverage such as beer, wine, a malt beverage or liquor? **(BRFSS 2011)**
- ___ Days per week
 - ___ Days in past 30 days
 - No drinks in past 30 days
159. During the past 30 days, how many days per week or per month did you have at least one drink of any alcoholic beverage? **(BRFSS 2010)**
- ___ Days per week
 - ___ Days in past 30 days
 - No drinks in past 30 days
160. One drink is equivalent to a 12-ounce beer, a 5-ounce glass of wine, or a drink with one shot of liquor. During the past 30 days, on the days when you drank, about how many drinks did you drink on the average? **(BRFSS 2011)**
- ___ Number of drinks
161. Considering all types of alcoholic beverages, how many times during the past 30 days did you have X [X = 5 for men, X = 4 for women] or more drinks on an occasion? **(BRFSS 2011)**
- ___ Number of times
 - None
162. During the past 30 days, what is the largest number of drinks you had on any occasion? **(BRFSS 2011)**
- ___ Number of drinks

Section 14: HIV/AIDS

163. Have you ever been tested for HIV? Do not count tests you may have had as part of a blood donation. Include testing fluid from your mouth. **(BRFSS 2011)**
- Yes
 - No
164. Not including blood donations, in what month and year was your last HIV test? **(BRFSS 2011)**
- ___/___ Month and year
165. Where did you have your last HIV test – at a private doctor or HMO office, at a counseling and testing site, at a hospital, at a clinic, in a jail or prison, at a drug treatment facility, at home, or somewhere else? **(BRFSS 2011)**
- Private doctor or HMO office
 - Counseling and testing site
 - Hospital
 - Clinic
 - Jail or prison (or other correction facility)
 - Drug treatment facility

- g. At home
 - h. Somewhere else
166. Was it a rapid test where you could get your results within a couple of hours? **(BRFSS 2011)**
- a. Yes
 - b. No
167. I'm going to read you a list. When I'm done, please tell me if any of the situations apply to you. You do not need to tell me which one.
- You have used intravenous drugs in the past year.
 - You have been treated for a sexually transmitted or venereal disease in the past year.
 - You have given or received money or drugs in exchange for sex in the past year.
 - You had anal sex without a condom in the past year.
- Do any of these situations apply to you? **(BRFSS 2011)**
- a. Yes
 - b. No
168. Which of the following best describes the main reason for your most recent HIV test? [Read categories] **(LACHS 2007)**
- a. You were pregnant
 - b. It was required (for employment, military service, or some other reason)
 - c. It was done as part of a routine check-up
 - d. You were concerned about your personal risk
 - e. Some other reason
169. Which of the following statements best describes why you have never been tested for HIV? **(SUHI 2002)**
- a. I believe I'm not at risk.
 - b. I don't want to know.
 - c. I don't know how or where I can get the test.
 - d. I know my current status.
 - e. My doctor never recommended it.
 - f. Some other reason [specify]
 - g. No reason, never thought about it
170. Which of the following statements best describes why you have not been tested for HIV in the last 5 years? **(SUHI 2002)**
- a. I believe I'm not at risk.
 - b. I don't want to know.
 - c. I don't know how or where I can get the test.
 - d. I know my current status.
 - e. My doctor never recommended it.
 - f. Some other reason [specify]
 - g. No reason, never thought about it
171. Sexually transmitted diseases, or STDS, are infections you can get from having sex. Chlamydia, herpes, genital warts, gonorrhea, and HIV are all types of STDs. Have you ever been tested for STDs? **(LACHS 2011)**

- a. Yes
- b. No
- 172. Was this within the past 12 months? (**LACHS 2011**)
 - a. Yes
 - b. No
- 173. In the past 12 months, were you tested for chlamydia? (**LACHS 2011**)
 - a. Yes
 - b. No
- 174. In the past 12 months, were you tested for gonorrhea? (**LACHS 2011**)
 - a. Yes
 - b. No
- 175. In the past 12 months, were you tested for syphilis? (**LACHS 2011**)
 - a. Yes
 - b. No

Section 15: Pre-Diabetes

- 176. Have you had a test for high blood sugar or diabetes within the past three years? (**BRFSS 2011**)
 - a. Yes
 - b. No
- 177. Have you ever been told by a doctor or other health professional that you have pre-diabetes or borderline diabetes? (If "Yes" and respondent is female, ask: "Was this only when you were pregnant?") (**BRFSS 2011**)
 - a. Yes
 - b. Yes, during pregnancy
 - c. No

Section 16: Diabetes

- 178. How old were you when you were told you have diabetes? (**BRFSS 2011**)
 - a. ___ Age in years
- 179. Are you now taking insulin? (**BRFSS 2011**)
 - a. Yes
 - b. No
- 180. Are you now taking diabetes pills? (**BRFSS 2007**)
 - a. Yes
 - b. No
- 181. About how often do you check your blood glucose or sugar? Include times when checked by a family member or friend, but do NOT include times when checked by a health professional. (**BRFSS 2011**)
 - a. ___ Times per day
 - b. ___ Times per week
 - c. ___ Times per month
 - d. ___ Times per year

- e. Never
182. About how often do you check your feet for any sores or irritations? Include times when checked by a family member or friend, but do NOT include times when checked by a health professional. **(BRFSS 2011)**
- a. ___ Times per day
 - b. ___ Times per week
 - c. ___ Times per month
 - d. ___ Times per year
 - e. No feet
 - f. Never
183. About how many times in the past 12 months have you seen a doctor, nurse, or other health professional for your diabetes? **(BRFSS 2011)**
- a. ___ Number of times
 - b. None
184. A test for “A one C” measures the average level of blood sugar over the past three months. About how many times in the past 12 months has a doctor, nurse, or other health professional checked you for “A one C”? **(BRFSS 2011)**
- a. ___ Number of times
 - b. None
 - c. Never heard of “A one C” test
185. About how many times in the past 12 months has a health professional checked your feet for any sores or irritations? **(BRFSS 2011)**
- a. ___ Number of times
 - b. None
186. Have you ever had any sores or irritations on your feet that took more than four weeks to heal? **(BRFSS 2007)**
- a. Yes
 - b. No
187. When was the last time you had an eye exam in which the pupils were dilated? This would have made you temporarily sensitive to bright light. **(BRFSS 2011)**
- a. Within the past month (anytime less than 1 month ago)
 - b. Within the past year (1 month but less than 12 months ago)
 - c. Within the past 2 years (1 year but less than 2 years ago)
 - d. 2 or more years
188. Has a doctor ever told you that diabetes has affected your eyes or that you had retinopathy? **(BRFSS 2011)**
- a. Yes
 - b. No
189. Have you ever taken a course or class in how to manage your diabetes yourself? **(BRFSS 2011)**
- a. Yes
 - b. No
190. Was your mother or father, or were your brothers or sisters diagnosed with diabetes? **(SUHI 2002)**

- a. Yes
 - b. No
191. Have you ever had a blood test to see if you have diabetes? **(SUHI 2002)**
- a. Yes
 - b. No
192. Where did you have the most recent test done? Was it at a.... **(SUHI 2002)**
- a. Doctor's office or HMO
 - b. Health Department
 - c. Clinic or Health Center
 - d. Senior recreation or community center
 - e. Hospital or emergency room
 - f. Your workplace
 - g. Someplace else [specify]
193. Are you treating your diabetes with diet or exercise? **(SUHI 2002)**
- a. Yes
 - b. No
194. Were you told that you had Type 1 or Type 2 diabetes? **(IHS Adult Survey Instrument 10.5.2007)**
- a. Type 1
 - b. Type 2

Section 17: Sugar Sweetened Beverages and Menu Labeling

195. About how often do you drink regular soda or pop that contains sugar? Do not include diet soda or diet pop. **(BRFSS 2011)**
- a. ___ Times per day
 - b. ___ Times per week
 - c. ___ Times per month
 - d. Never
196. About how often do you drink sweetened fruit drinks, such as Kool-aid, cranberry, and lemonade? Include fruit drinks you made at home and added sugar to. **(BRFSS 2011)**
- a. ___ Times per day
 - b. ___ Times per week
 - c. ___ Times per month
 - d. Never
197. The next question is about eating out at fast food and chain restaurants. When calorie information is available in the restaurant, how often does this information help you decide what to order? **(BRFSS 2011)**
- a. Always
 - b. Most of the time
 - c. About half the time
 - d. Sometimes
 - e. Never

- f. Never noticed or never looked for calorie information
- g. Usually cannot find calorie information
- h. Do not eat at fast food or chain restaurants

Section 18: Preconception Health/Prenatal Care

198. Has a doctor, nurse, or other health care worker ever talked with you about ways to prepare for a healthy pregnancy and baby? **(BRFSS 2011)**
- a. Yes
 - b. No
199. Have you ever been pregnant? **(BRFSS 2011)**
- a. Yes
 - b. No
200. How many times a week do you currently take a multivitamin, or a folic acid vitamin? **(BRFSS 2011)**
- a. 0 times a week
 - b. 1 to 3 times a week
 - c. 4 to 6 times a week
 - d. Every day of the week
201. Now I would like to ask you some questions about prenatal care. We are asking these questions of everyone, men and women, regardless of whether or not you have ever had children. How important is it for women to get prenatal care in the first three months of a pregnancy? Would you say? **(SUHI 2002)**
- a. Not at all important
 - b. Not too important
 - c. Somewhat important
 - d. Very important
202. Did you get prenatal care in the first three months of X [X= "this" if currently pregnant, X="most recent" if previously pregnant but not currently] pregnancy? **(SUHI 2002)**
- a. Yes
 - b. No
203. What was the main reason you did not get prenatal care in the first 3 months of your most recent pregnancy? **(SUHI 2002)**
- a. Wasn't interested
 - b. Didn't feel sick
 - c. Wanted to but didn't know where to go
 - d. Could not afford it
 - e. Tried, waiting list was too long, gave up
 - f. Afraid/embarrassed to tell anyone I was pregnant
 - g. Did not know I was pregnant
 - h. Did not have any time
 - i. Didn't know it was important
 - j. Other [specify]

Section 19: Actions to Control High Blood Pressure

Earlier you stated that you had been diagnosed with high blood pressure. Are you now doing any of the following to help lower or control your high blood pressure?

- 204. (Are you) changing your eating habits (to help lower or control your high blood pressure)? **(BRFSS 2011)**
 - a. Yes
 - b. No
- 205. (Are you) cutting down on salt (to help lower or control your high blood pressure)? **(BRFSS 2011)**
 - a. Yes
 - b. No
- 206. (Are you) reducing alcohol use (to help lower or control your high blood pressure)? **(BRFSS 2011)**
 - a. Yes
 - b. No
- 207. (Are you) exercising (to help lower or control your high blood pressure)? **(BRFSS 2011)**
 - a. Yes
 - b. No

Has a doctor or other health professional ever advised you to do any of the following to help lower or control your high blood pressure?

- 208. (Ever advised you to) change your eating habits (to help lower or control your high blood pressure)? **(BRFSS 2011)**
 - a. Yes
 - b. No
- 209. (Ever advised you to) cut down on salt (to help lower or control your high blood pressure)? **(BRFSS 2011)**
 - a. Yes
 - b. No
- 210. (Ever advised you to) exercise (to help lower or control your high blood pressure)? **(BRFSS 2011)**
 - a. Yes
 - b. No
- 211. (Ever advised you to) take medication (to help lower or control your high blood pressure)? **(BRFSS 2011)**
 - a. Yes
 - b. No
- 212. Were you told on two or more different visits by a doctor or other health professional that you had high blood pressure? (If "Yes" and respondent is female, ask: "Was this only when you were pregnant?") **(BRFSS 2011)**
 - a. Yes
 - b. Yes, but female told only during pregnancy

- c. No
- d. Told borderline or pre-hypertensive

Section 20: Breast/Cervical Cancer Screening

213. A mammogram is an x-ray of each breast to look for breast cancer. Have you ever had a mammogram? (**BRFSS 2011**)
- a. Yes
 - b. No
214. How long has it been since you had your last mammogram? (**BRFSS 2011**)
- a. Within the past year (anytime less than 12 months ago)
 - b. Within the past 2 years (1 year but less than 2 years ago)
 - c. Within the past 3 years (2 years but less than 3 years ago)
 - d. Within the past 5 years (3 years but less than 5 years ago)
 - e. 5 or more years ago
215. What is the most important reason that you did not have a mammogram in the last year? (**BRFSS 1990**)
- a. Not recommended by doctor/doctor never said it was needed
 - b. Not needed/not necessary
 - c. Never heard of mammogram
 - d. Cost
 - e. No insurance to pay for it
216. About how many mammograms have you had in the last five years? (**BRFSS 1995**)
- a. ___ Number of mammograms
 - b. None
217. Were either of your two most recent mammograms done to check a possible problem? (Or if respondent has only had one mammogram, ask: "Was your most recent mammogram done to check a possible problem?") (**BRFSS 2003**)
- a. Yes
 - b. No
218. What is the main reason why you have not had a mammogram in the past two years? (**SUHI 2002**)
- a. No reason, never thought about it
 - b. Did not need/know if I needed this test
 - c. Doctor did not say I needed it
 - d. Have not had any problems
 - e. Put it off, did not get around to it
 - f. Too expensive, no insurance coverage
 - g. Too painful/embarrassing/unpleasant
 - h. I am too young
 - i. I do not think it would be helpful
 - j. I do not have a doctor
 - k. Other reason [specify]

219. What is the main reason why you have never had a mammogram? **(SUHI 2002)**
- a. No reason, never thought about it
 - b. Did not need/know if I needed this test
 - c. Doctor did not say I needed it
 - d. Have not had any problems
 - e. Put it off, did not get around to it
 - f. Too expensive, no insurance coverage
 - g. Too painful/embarrassing/unpleasant
 - h. I am too young
 - i. I do not think it would be helpful
 - j. I do not have a doctor
 - k. Other reason [specify]
220. A clinical breast exam is when a doctor, nurse, or other health professional feels the breasts for lumps. Have you ever had a clinical breast exam? **(BRFSS 2011)**
- a. Yes
 - b. No
221. How long has it been since your last breast exam? **(BRFSS 2011)**
- a. Within the past year (anytime less than 12 months ago)
 - b. Within the past 2 years (1 year but less than 2 years ago)
 - c. Within the past 3 years (2 years but less than 3 years ago)
 - d. Within the past 5 years (3 years but less than 5 years ago)
 - e. 5 or more years ago
222. Was your last breast exam done as part of a routine checkup, because of a breast problem, or because you've already had breast cancer? **(BRFSS 2001)**
- a. Routine checkup
 - b. Breast problem other than cancer
 - c. Had breast cancer
223. Do you know how to examine your own breasts for lumps? **(BRFSS 1988)**
- a. Yes
 - b. No
224. About how often do you examine your breasts for lumps? **(BRFSS 1988)**
- a. ___ Times per day
 - b. ___ Times per week
 - c. ___ Times per month
 - d. ___ Times per year
 - e. Never
225. Have you ever had a mammogram where the results were not normal? **(IHS Adult Survey Instrument 10.5.2007 modified)**
- a. Yes
 - b. No
226. Have you ever had an operation to remove a lump from your breast? **(IHS Adult Survey Instrument 10.5.2007 modified)**
- a. Yes
 - b. No

227. Did the lump turn out to be cancer? **(IHS Adult Survey Instrument 10.5.2007)**
- Yes
 - No
228. A Pap test is a test for cancer of the cervix. Have you ever had a Pap test?
(BRFSS 2011)
- Yes
 - No
229. How long has it been since you last Pap test? **(BRFSS 2011)**
- Within the past year (anytime less than 12 months ago)
 - Within the past 2 years (1 year but less than 2 years ago)
 - Within the past 3 years (2 years but less than 3 years ago)
 - Within the past 5 years (3 years but less than 5 years ago)
 - 5 or more years ago
230. Was your last Pap smear done as part of a routine exam or to check a current or previous problem? **(BRFSS 2001)**
- Routine checkup
 - Check current or previous problem
 - Other
231. What is the one most important reason why you have not had a Pap test? **(IHS Adult Survey Instrument 10.5.2007 modified)**
- No reason/never thought about it
 - Didn't know I needed this type of test
 - Doctor didn't tell me I needed it
 - Haven't had any problems
 - Put it off/laziness
 - Too expensive/Cost/No insurance
 - Too painful, unpleasant or embarrassing
 - Hysterectomy
 - Hard to schedule an appointment with my doctor
 - Other [specify]
232. What is the one most important reason why you have not had a Pap test in three years? **(IHS Adult Survey Instrument 10.5.2007 modified)**
- No reason/never thought about it
 - Didn't know I needed this type of test
 - Doctor didn't tell me I needed it
 - Haven't had any problems
 - Put it off/laziness
 - Too expensive/Cost/No insurance
 - Too painful, unpleasant or embarrassing
 - Hysterectomy
 - Hard to schedule an appointment with my doctor
 - Other [specify]
233. Have you ever had a Pap test where the results were not normal? **(IHS Adult Survey Instrument 10.5.2007 modified)**

- a. Yes
 - b. No
234. Have you had a hysterectomy? **(BRFSS 2011)**
- a. Yes
 - b. No

Section 21: Prostate Cancer Screening

235. A Prostate-Specific Antigen test, also called a PSA test, is a blood test used to check men for prostate cancer. Has a doctor EVER recommended that you have a PSA test? **(BRFSS 2011)**
- a. Yes
 - b. No
236. Have you EVER HAD a PSA test? **(BRFSS 2011)**
- a. Yes
 - b. No
237. How long has it been since you had your last PSA test? **(BRFSS 2011)**
- a. Within the past year (anytime less than 12 months ago)
 - b. Within the past 2 years (1 year but less than 2 years ago)
 - c. Within the past 3 years (2 years but less than 3 years ago)
 - d. Within the past 5 years (3 years but less than 5 years ago)
 - e. 5 or more years ago
238. What was the MAIN reason you had this PSA test – was it part of a routine exam, because of a problem, or some other reason? **(BRFSS 2011)**
- a. Part of a routine exam
 - b. Because of a problem
 - c. Other reason
239. Before you had the PSA test did a doctor EVER talk with you about the advantages of the PSA test? **(BRFSS 2011)**
- a. Yes
 - b. No
240. Before you had the PSA test did a doctor EVER talk with you about the disadvantages of the PSA test? **(BRFSS 2011)**
- a. Yes
 - b. No
241. Which of the following best describes the decision to have the PSA test done? **(BRFSS 2011)**
- a. You made the decision
 - b. Your doctor/nurse/health care provider made the decision
 - c. Your doctor/nurse/health care provider and you made the decision together
 - d. Your spouse/significant other/family member made the decision
 - e. You don't know who made the decision

242. A digital rectal exam is an exam in which a doctor, nurse, or other health professional places a gloved finger into the rectum to feel the size, shape, and hardness of the prostate gland. Have you ever had a digital rectal exam? **(BRFSS 2009)**
- Yes
 - No
243. How long had it been since your last digital rectal exam? **(BRFSS 2009)**
- Within the past year (anytime less than 12 months ago)
 - Within the past 2 years (1 year but less than 2 years ago)
 - Within the past 3 years (2 years but less than 3 years ago)
 - Within the past 5 years (3 years but less than 5 years ago)
 - 5 or more years ago
244. Have you ever been told by a doctor, nurse, or other health professional that you had prostate cancer? **(BRFSS 2011)**
- Yes
 - No
245. What is the one most important reason why you have not had a PSA? **(IHS Adult Survey Instrument 10.5.2007 modified)**
- No reason/Never thought about it
 - Didn't know I needed this type of test
 - Doctor didn't tell me I needed it
 - Haven't had any problems
 - Put it off/Laziness
 - Too expensive/Cost/No insurance
 - Too painful, unpleasant or embarrassing
 - Hard to schedule an appointment with my doctor
 - Other [specify]

Section 22: Colorectal Cancer Screening

246. A blood stool test is a test that may use a special kit at home to determine whether the stool contains blood. Have you ever had this test using a home kit? **(BRFSS 2011)**
- Yes
 - No
247. How long has it been since you had your last blood stool test using a home kit? **(BRFSS 2011)**
- Within the past year (anytime less than 12 months ago)
 - Within the past 2 years (1 year but less than 2 years ago)
 - Within the past 3 years (2 years but less than 3 years ago)
 - Within the past 5 years (3 years but less than 5 years ago)
 - 5 or more years ago
248. Sigmoidoscopy and colonoscopy are exams in which a tube is inserted in the rectum to view the colon for signs of cancer or other health problems. Have you ever had either of these exams? **(BRFSS 2011)**

- a. Yes
 - b. No
249. For a SIGMOIDOSCOPY, a flexible tube is inserted into the rectum to look for problems. A COLONOSCOPY is similar, but uses a longer tube, and you are usually given medication through a needle in your arm to make you sleepy and told to have someone else drive you home after the test. Was your MOST RECENT exam a sigmoidoscopy or a colonoscopy? **(BRFSS 2011)**
- a. Sigmoidoscopy
 - b. Colonoscopy
250. How long has it been since you had your last sigmoidoscopy or colonoscopy? **(BRFSS 2011)**
- a. Within the past year (anytime less than 12 months ago)
 - b. Within the past 2 years (1 year but less than 2 years ago)
 - c. Within the past 3 years (2 years but less than 3 years ago)
 - d. Within the past 5 years (3 years but less than 5 years ago)
 - e. Within the past 10 years (5 years but less than 10 years ago)
 - f. 10 or more years ago
251. A fecal occult blood test or stool test is done either at home or at your doctor's office. At home, you can do the test by putting three small samples of your stool on a special card over three days and sending it to your doctor or laboratory for results. In the doctor's office, your doctor would collect a stool sample during a rectal exam. Have you ever had a blood stool test? **(SUHI 2002)**
- a. Yes
 - b. No
252. How old were you when you first had a blood stool test? **(SUHI 2002)**
- a. ___ Age
253. How many times in the last 3 years have you had a blood stool test? **(SUHI 2002)**
- a. ___ Number of tests
 - b. More than 12
254. What is the one most important reason why you have not had a sigmoidoscopy or colonoscopy? **(IHS Adult Survey Instrument 10.5.2007 modified)**
- a. No reason/Never thought about it
 - b. Didn't know I needed this type of test
 - c. Doctor didn't tell me I needed it
 - d. Haven't had any problems
 - e. Put it off/Laziness
 - f. Too expensive/Cost/No insurance
 - g. Too painful, unpleasant or embarrassing
 - h. Had another type of colorectal exam
 - i. Hard to schedule an appointment with my doctor
 - j. Other [specify]
255. What is the one most important reason why you have not taken a home blood stool test? **(IHS Adult Survey Instrument 10.5.2007 modified)**

- a. No reason/Never thought about it
- b. Didn't know I needed this type of test
- c. Doctor didn't tell me I needed it
- d. Haven't had any problems
- e. Put it off/Laziness
- f. Too expensive/Cost/No insurance
- g. Too painful, unpleasant or embarrassing
- h. Hard to schedule an appointment with my doctor
- i. Other [specify]

Section 23: Smoking Cessation

256. A telephone quitline is a free telephone-based service that connects people who smoke cigarettes with someone who can help them quit. Are you aware of any telephone quitline services that are available to help X [X= "you" if respondent smokes every day or some days, else X = "people"] quit smoking? **(BRFSS 2011)**
- a. Yes
 - b. No
257. You last smoked X [X = "less than" if respondent smoked within the past month, X = "more than" if respondent smoked more than 1 month ago] one month ago. Is that because you are trying to quit smoking for good? **(BRFSS 2011)**
- a. Yes
 - b. No
258. X (X = "When you quit smoking" if respondent last smoked within the past month up to less than one year ago, X = "The last time you tried to quit smoking" if respondent smokes every day or some days and tried to quit smoking during the past 12 months] did you call a telephone quitline to help you quit? **(BRFSS 2011)**
- a. Yes
 - b. No
259. X (X = "When you quit smoking" if respondent last smoked within the past month up to less than one year ago, X = "The last time you tried to quit smoking" if respondent smokes every day or some days and tried to quit smoking during the past 12 months] did you use a program to help you quit? **(BRFSS 2011)**
- a. Yes
 - b. No
260. X (X = "When you quit smoking" if respondent last smoked within the past month up to less than one year ago, X = "The last time you tried to quit smoking" if respondent smokes every day or some days and tried to quit smoking during the past 12 months] did you receive one-on-one counseling from a health professional to help you quit? **(BRFSS 2011)**
- a. Yes
 - b. No
261. X (X = "When you quit smoking" if respondent last smoked within the past month up to less than one year ago, X = "The last time you tried to quit smoking" if respondent

- smokes every day or some days and tried to quit smoking during the past 12 months] did you use any of the following medications: a nicotine patch, nicotine gum, nicotine lozenges, nicotine nasal spray, a nicotine inhaler, or pills such as Wellbutrin®, Zyban®, bupropion, Chantix®, or varenicline to help you quit? **(BRFSS 2011)**
- a. Yes
 - b. No
262. Do you have a time frame in mind for quitting? **(BRFSS 2011)**
- a. Yes
 - b. No
263. Do you plan to quit smoking cigarettes for good? **(BRFSS 2011)**
- a. In the next 7 days
 - b. In the next 30 days
 - c. In the next 6 months
 - d. In the next year
 - e. More than 1 year from now
264. During the last 12 months, did any doctor, nurse or other health professional ask you if you smoke? **(NYC CHS 2006)**
- a. Yes
 - b. No
265. Are you seriously thinking of quitting smoking cigarettes? **(LACHS 2007)**
- a. Yes
 - b. No
- The last time you tried to quit smoking in the past 12 months, did you do any of following?
266. Sought help or support from friends for family. Did you do this? **(LACHS 2011)**
- a. Yes
 - b. No
267. Consulted anti-smoking materials on the Internet, or from books, pamphlets, videos, or other materials. Did you do this? **(LACHS 2011)**
- a. Yes
 - b. No
268. Called a telephone help line or quit line. Did you do this? **(LACHS 2011)**
- a. Yes
 - b. No
269. Attended group counseling or one-on-one counseling. Did you do this? **(LACHS 2011)**
- a. Yes
 - b. No
270. Tried to quit by gradually cutting back on cigarettes. Did you do this? **(LACHS 2011)**
- a. Yes
 - b. No
271. Used nicotine replacement products, such as gum, the patch or lozenges. Did you do this? **(LACHS 2011)**
- a. Yes

- b. No
- 272. Used a prescription pill such as Zyban, Bupropion, Wellbutrin, Varenicline or Chantix? (**LACHS 2011**)
 - a. Yes
 - b. No
- 273. Switched to a lighter cigarette? (**LACHS 2011**)
 - a. Yes
 - b. No

Section 24: Secondhand Smoke

- 274. Now I am going to ask you about smoke you might have breathed at work because someone else was smoking indoors. During the past 7 days, that is, since last [TODAY'S DAY OF THE WEEK], on how many days did you breathe smoke at your workplace from someone other than you who was smoking tobacco? (**BRFSS 2011**)
 - a. ___ Number of days
 - b. None
- 275. Not counting decks, porches, or garages, during the past 7 days, that is, since last {TODAY'S DAY OF THE WEEK}, on how many days did someone other than you smoke tobacco inside your home while you were at home? (**BRFSS 2011**)
 - a. ___ Number of days
 - b. None
- 276. During the past 7 days, that is since last [TODAY'S DAY OF THE WEEK], on how many days did you ride in a vehicle where someone other than you was smoking tobacco? (**BRFSS 2011**)
 - a. ___ Number of days
 - b. None
- 277. [If respondent is employed or self-employed, say "Not counting times while you were at work"] during the past 7 days, that is, since last [TODAY'S DAY OF THE WEEK], on how many days did you breathe smoke from someone else who smoking in an indoor public place? (**BRFSS 2011**)
 - a. ___ Number of days
 - b. None
- 278. Not counting decks, porches, or garages, inside your home, is smoking? (**BRFSS 2011**)
 - a. Always allowed
 - b. Allowed only at some times or in some places
 - c. Never allowed
 - d. Family does not have a smoking policy
- 279. Not counting motorcycles, in the vehicles that your or family members who live with you own or lease, is smoking? (**BRFSS 2011**)
 - a. Always allowed in all vehicles
 - b. Sometimes allowed in at least one vehicle
 - c. Never allowed in any vehicle

- d. Family does not have a vehicle smoking policy
 - e. Respondent's family does not own or lease a vehicle
280. At workplaces, do you think smoking indoors should be? **(BRFSS 2011)**
- a. Always allowed
 - b. Allowed only at some times or in some places
 - c. Never allowed
281. Does anyone who lives in your household smoke regularly? **(NYC CHS 2008)**
- a. Yes
 - b. No
282. When you are at home, how often are you around people when they are smoking? All of the time, most of the time, only occasionally, or never? **(NYC CHS 2008)**
- a. All of the time
 - b. Most of the time
 - c. Only occasionally
 - d. Never
283. Which statement best describes the rules about smoking inside your home? **(NYC CHS 2008)**
- a. Smoking is not allowed anywhere inside your home
 - b. Smoking is allowed in some places or at some times
 - c. Smoking is allowed anywhere inside the home
 - d. There are no rules about smoking inside the home
284. How often are you around people who are smoking, when you are at your workplace – all the time, most of the time, only occasionally or never? **(NYC CHS 2004)**
- a. All of the time
 - b. Most of the time
 - c. Only occasionally
 - d. Never
285. Where does this usually happen? **(NYC CHS 2004)**
- a. In an office
 - b. In a common area or lunchroom
 - c. In a car or truck
 - d. Outside
 - e. In clients' homes
 - f. Other
286. While working at your job, are you indoors most of the time? **(NYC CHS 2004)**
- a. Yes
 - b. No
287. Which of the following best describes your place of work's official smoking policy for work areas? **(NYC CHS 2004)**
- a. No allowed in any work areas
 - b. Allowed in some work areas
 - c. Allowed in all work areas
 - d. No official policy

288. On a typical weekday, about how many minutes or hours are you exposed to other people's tobacco smoke at home? **(IL BRFSS 2010 Chicago Added Questions)**
- ___ Minutes
 - ___ Hours
 - None
289. On a typical weekend day, about how many minutes or hours are you exposed to other people's tobacco smoke at home? **(IL BRFSS 2010 Chicago Added Questions)**
- ___ Minutes
 - ___ Hours
 - None
290. How bothered are you when you are exposed to other people's cigarette smoke in city parks? Would you say you are... **(IL BRFSS 2010 Chicago Added Questions)**
- Not at all bothered
 - Bothered a little
 - Bothered somewhat
 - Bothered a lot
291. How bothered are you when you are exposed to other people's cigarette smoke in outdoor areas at university and college campuses? Would you say you are... **(IL BRFSS 2010 Chicago Added Questions)**
- Not at all bothered
 - Bothered a little
 - Bothered somewhat
 - Bothered a lot
292. How bothered are you when you are exposed to other people's cigarette smoke in outdoor areas at hospitals, doctors' offices, and healthcare facilities? Would you say you are... **(IL BRFSS 2010 Chicago Added Questions)**
- Not at all bothered
 - Bothered a little
 - Bothered somewhat
 - Bothered a lot
293. How bothered are you when you are exposed to other people's cigarette smoke in cars? Would you say you are... **(IL BRFSS 2010 Chicago Added Questions)**
- Not at all bothered
 - Bothered a little
 - Bothered somewhat
 - Bothered a lot
294. Do you think smoking should be allowed or not allowed in city parks? **(IL BRFSS 2010 Chicago Added Questions)**
- Allowed
 - Not allowed
295. Do you think smoking should be allowed or not allowed in outdoor areas at your workplace, including entrances to buildings, building grounds, courtyards and patios, and parking lots? **(IL BRFSS 2010 Chicago Added Questions)**
- Allowed

- b. Not allowed
- 296. Do you think smoking should be allowed or not allowed in outdoor areas at university and college campuses? **(IL BRFSS 2010 Chicago Added Questions)**
 - a. Allowed
 - b. Not allowed
- 297. Do you think smoking should be allowed or not allowed in outdoor areas at hospitals, doctors' offices, and healthcare facilities? **(IL BRFSS 2010 Chicago Added Questions)**
 - a. Allowed
 - b. Not allowed
- 298. Do you think smoking should be allowed or not allowed in cars with children in them? **(IL BRFSS 2010 Chicago Added Questions)**
 - a. Allowed
 - b. Not allowed
- 299. Do you think the smoke from other people's cigarettes is harmful to you? Would you say: ? **(IL BRFSS 2010 Chicago Added Questions)**
 - a. Definitely yes
 - b. Probably yes
 - c. Probably not
 - d. Definitely not

Section 25: Adult Asthma History

- 300. Previously you said you were told by a doctor, nurse or other health professional that you had asthma. How old were you when you were first told by a doctor, nurse, or other health professional that you had asthma? **(BRFSS 2011)**
 - a. ___ Age in years 11 or older
 - b. Age 10 or younger
- 301. During the past 12 months, have you had an episode of asthma or an asthma attack? **(BRFSS 2011)**
 - a. Yes
 - b. No
- 302. During the past 12 months, how many times did you visit an emergency room or urgent care center because of your asthma? **(BRFSS 2011)**
 - a. ___ Number of visits
 - b. None
- 303. X [X = "Besides those emergency room or urgent care center visits" if respondent visited emergency room or urgent care center at least once] During the past 12 months, how many times did you see a doctor, nurse or other health professional for urgent treatment of worsening asthma symptoms? **(BRFSS 2011)**
 - a. ___ Number of visits
 - b. None
- 304. During the past 12 months, how many times did you see a doctor, nurse, or other health professional for a routine checkup for your asthma?

- a. ___Number of visits
 - b. None
305. During the past 12 months, how many days were you unable to work or carry out your usual activities because of your asthma? (**BRFSS 2011**)
- a. ___ Number of days
 - b. None
306. Symptoms of asthma include cough, wheezing, shortness of breath, chest tightness and phlegm production when you don't have a cold or respiratory infection. During the past 30 days, how often did you have any symptoms of asthma? Would you say? (**BRFSS 2011**)
- a. Not at any time
 - b. Less than once a week
 - c. Once or twice a week
 - d. More than 2 times a week, but not every day
 - e. Every day, but not all the time
 - f. Every day, all the time
307. During the past 30 days, how many days did symptoms of asthma make it difficult for you to stay asleep? Would you say? (**BRFSS 2011**)
- a. None
 - b. One or two
 - c. Three to four
 - d. Five
 - e. Six to ten
 - f. More than ten
308. During the past 30 days, how many days did you take a prescription asthma medication to PREVENT an asthma attack from occurring? (**BRFSS 2011**)
- a. Never
 - b. 1 to 14 days
 - c. 15 to 24 days
 - d. 25 to 30 days
309. During the past 30 days, how often did you use a prescription asthma inhaler DURING AN ASTHMA ATTACK to stop it? (**BRFSS 2011**)
- a. Never (include no attack in past 30 days)
 - b. 1 to 4 times (in the past 30 days)
 - c. 5 to 14 times (in the past 30 days)
 - d. 15 to 29 times (in the past 30 days)
 - e. 30 to 59 times (in the past 30 days)
 - f. 60 to 99 times (in the past 30 days)
 - g. 100 or more times (in the past 30 days)

Section 26: Adult Human Papilloma Virus (HPV)

310. A vaccine to prevent the human papilloma virus or HPV infection is available and is called the cervical cancer or genital warts vaccine, HPV shot [Fill: if female

“GARDASIL or CERVARIX”; if male “or GARDASIL”]. Have you EVER had an HOPV vaccination? **(BRFSS 2011)**

- a. Yes
 - b. No
 - c. Doctor refused when asked
311. How many HPV shots did you receive? **(BRFSS 2011)**
- a. __ Number of shots
 - b. All shots

Section 27: General Preparedness

312. How well prepared do you feel your household is to handle a large-scale disaster or emergency? Would you say? **(BRFSS 2011)**
- a. Well prepared
 - b. Somewhat prepared
 - c. Not prepared at all
313. Does your household have a 3-day supply of water for everyone who lives there? A 3-day supply of water is 1 gallon of water per person per day. **(BRFSS 2011)**
- a. Yes
 - b. No
314. Does your household have a 3-day supply of nonperishable food for everyone who lives there? By nonperishable we mean food that does not require refrigeration or cooking. **(BRFSS 2011)**
- a. Yes
 - b. No
315. Does your household have a 3-day supply of prescription medication for each person who takes prescribed medicines? **(BRFSS 2011)**
- a. Yes
 - b. No
 - c. No one in household requires prescribed medicine
316. Does your household have a working battery operated radio and working batteries for your use if the electricity is out? **(BRFSS 2011)**
- a. Yes
 - b. No
317. Does your household have a working flashlight and working batteries for your use if the electricity is out? **(BRFSS 2011)**
- a. Yes
 - b. No
318. In a large-scale disaster or emergency, what would be your main method or way of communicating with relatives and friends? **(BRFSS 2011)**
- a. Regular home telephones
 - b. Cell phones
 - c. Email
 - d. Pager

- e. 2-way radios
 - f. Other
319. What would be your main method or way of getting information from authorities in a large-scale disaster or emergency? **(BRFSS 2011)**
- a. Television
 - b. Radio
 - c. Internet
 - d. Print media
 - e. Neighbors
 - f. Other
320. Does your household have a written disaster evacuation plan for how you will leave you home, in case of a large-scale disaster or emergency that requires evacuation? **(BRFSS 2011)**
- a. Yes
 - b. No
321. If public authorities announced a mandatory evacuation from your community due to a large-scale disaster or emergency, would you evacuate? **(BRFSS 2011)**
- a. Yes
 - b. No
322. What would be the main reason you might not evacuate if asked to do so? **(BRFSS 2011)**
- a. Lack of transportation
 - b. Lack of trust in public officials
 - c. Concern about leaving property behind
 - d. Concern about personal safety
 - e. Concern about family safety
 - f. Concern about leaving pets
 - g. Concern about traffic jams and inability to get out
 - h. Health problems (could not be moved)
 - i. Other

Section 28: Adverse Childhood Experience

All questions refer to the time period before you were 18 years of age. Now, looking back before you were 18 years of age—

323. Did you live with anyone who was depressed, mentally ill, or suicidal? **(BRFSS 2011)**
- a. Yes
 - b. No
324. Did you live with anyone who was a problem drinker or alcoholic? **(BRFSS 2011)**
- a. Yes
 - b. No
325. Did you live with anyone who used illegal street drugs or who abused prescription medications? **(BRFSS 2011)**

- a. Yes
 - b. No
326. Did you live with anyone who served time or was sentenced to serve time in a prison, jail, or other correctional facility? **(BRFSS 2011)**
- a. Yes
 - b. No
327. Were your parents separated or divorced? **(BRFSS 2011)**
- a. Yes
 - b. No
 - c. Parents not married
328. How often did your parents or adults in your home ever slap, hit, kick, punch or beat each other up? **(BRFSS 2011)**
- a. Never
 - b. Once
 - c. More than once
329. Before age 18, how often did a parent or adult in your home ever hit, beat, kick, or physically hurt you in any way? Do not include spanking. Would you say? **(BRFSS 2011)**
- a. Never
 - b. Once
 - c. More than once
330. How often did a parent or adult in your home ever swear at you, insult you, or put you down? **(BRFSS 2011)**
- a. Never
 - b. Once
 - c. More than once
331. How often did anyone at least 5 years older than you or an adult, ever touch you sexually? **(BRFSS 2011)**
- a. Never
 - b. Once
 - c. More than once
332. How often did anyone at least 5 years older than you or an adult, try to make you touch them sexually? **(BRFSS 2011)**
- a. Never
 - b. Once
 - c. More than once
333. How often did anyone at least 5 years older than you or an adult, force you to have sex? **(BRFSS 2011)**
- a. Never
 - b. Once
 - c. More than once

Section 29: Oral Health

334. How long has it been since you last visited a dentist or a dental clinic for any reason? Include visits to dental specialists, such as orthodontists. **(BRFSS 2010)**
- Within the past year (anytime less than 12 months ago)
 - Within the past 2 years (1 year but less than 2 years ago)
 - Within the past 5 years (2 years but less than 5 years ago)
 - 5 or more years ago
335. How many of your permanent teeth have been removed because of tooth decay or gum disease? Include teeth lost to infection, but do not include teeth lost for other reasons, such as injury or orthodontics. **(BRFSS 2010)**
- 1 to 5
 - 6 or more but not all
 - All
 - None
336. Do you have any kind of insurance coverage that pays for some or all of your routine dental care, including dental insurance, prepaid plans such as HMOs, or government plans such as Medicaid? **(BRFSS 2001)**
- Yes
 - No
336. How long has it been since you had your teeth cleaned by a dentist or dental hygienist? **(BRFSS 2010)**
- Within the past year (anytime less than 12 months ago)
 - Within the past 2 years (1 year but less than 2 years ago)
 - Within the past 5 years (2 years but less than 5 years ago)
 - 5 or more years ago

Section 30: Drinking and Driving

337. During the past 30 days, how many times have you driven when you've had perhaps too much to drink? **(BRFSS 2010)**
- ___ Number of times
 - None

Section 31: Mental Health

338. About how often during the past 30 days did you feel nervous – would you say all of the time, most of the time, some of the time, a little of the time, or none of the time? **(BRFSS 2009)**
- All
 - Most
 - Some
 - A little
 - None

339. During the past 30 days, about how often did you feel hopeless – all of the time, most of the time, some of the time, a little of the time, or none of the time? **(BRFSS 2009)**
- All
 - Most
 - Some
 - A little
 - None
340. During the past 30 days, about how often did you feel restless or fidgety? [If necessary: all, most, some, a little, or none of the time?] **(BRFSS 2009)**
- All
 - Most
 - Some
 - A little
 - None
341. During the past 30 days, about how often did you feel so depressed that nothing could cheer you up? [If necessary: all, most, some, a little, or none of the time?] **(BRFSS 2009)**
- All
 - Most
 - Some
 - A little
 - None
342. During the past 30 days, about how often did you feel everything was an effort? [If necessary: all, most, some, a little, or none of the time?] **(BRFSS 2009)**
- All
 - Most
 - Some
 - A little
 - None
343. During the past 30 days, about how often did you feel worthless? [If necessary: all, most, some, a little, or none of the time?] **(BRFSS 2009)**
- All
 - Most
 - Some
 - A little
 - None
344. During the past 30 days, for about how many days did a mental health condition or emotional problem keep you from doing your work or other usual activities? **(BRFSS 2009)**
- __ Number of days
 - None

345. Are you now taking medicine or receiving treatment from a doctor or other health professional for any type of mental health condition or emotional problem? **(BRFSS 2011)**
- a. Yes
 - b. No

Section 32: Anxiety and Depression

346. Over the last 2 weeks, how many days have you had little interest or pleasure in doing things? **(BRFSS 2011)**
- a. ___ 01-14 days
 - b. None
347. Over the last 2 weeks, how many days have you felt down, depressed or hopeless? **(BRFSS 2011)**
- a. ___ 01-14 days
 - b. None
348. Over the last 2 weeks, how many days have you had trouble falling asleep or staying asleep or sleeping too much? **(BRFSS 2011)**
- a. ___ 01-14 days
 - b. None
349. Over the last 2 weeks, how many days have you felt tired or had little energy? **(BRFSS 2011)**
- a. ___ 01-14 days
 - b. None
350. Over the last 2 weeks, how many days have you had a poor appetite or eaten too much? **(BRFSS 2011)**
- a. ___ 01-14 days
 - b. None
351. Over the last 2 weeks, how many days have you felt bad about yourself or that you were a failure or had let yourself or your family down? **(BRFSS 2011)**
- a. ___ 01-14 days
 - b. None
352. Over the last 2 weeks, how many days have you had trouble concentrating on things, such as reading the newspaper or watching TV? **(BRFSS 2011)**
- a. ___ 01-14 days
 - b. None
353. Over the last 2 weeks, how many days have you moved or spoken so slowly that other people could have noticed? Or the opposite – being so fidgety or restless that you were moving around a lot more than usual? **(BRFSS 2011)**
- a. ___ 01-14 days
 - b. None

Section 33: Housing Environment

354. A smoke detector sounds an alarm if there is smoke in your home. When did you last test or replace the batteries in your smoke detector? **(NYC CHS 2009)**
- Within the past six months
 - More than six months ago, but no longer than one year ago
 - More than a year ago (or never)
 - You do not have a smoke detector
 - Smoke alarm does not use a battery [volunteered]
 - Has a combined carbon monoxide and smoke detector [volunteered]
355. A carbon monoxide detector sounds an alarm if there is a dangerous level of carbon monoxide in your home. When did you last test or replace the batteries in your carbon monoxide alarm? **(NYC CHS 2009)**
- Within the past six months
 - More than six months ago, but no longer than one year ago
 - More than a year ago (or never)
 - You do not have a carbon monoxide detector
 - Carbon monoxide detector does not use a battery [volunteered]
 - Has a combined carbon monoxide and smoke detector [volunteered]
356. Do you have a combined carbon monoxide and smoke detector? **(NYC CHS 2009)**
- Yes
 - No
357. In the past 12 months have you seen any peeling paint in your apartment? **(NYC CHS 2005)**
- Yes
 - No
358. In the past month, have you seen any cockroaches inside your home? **(NYC CHS 2003)**
- Yes
 - No
359. I'd like to ask you about how you control cockroaches in your home. Do you, or does anyone in your household use insecticide sprayed from a can (such as Raid) or a roach bomb or fogger to control cockroaches in your home? **(NYC CHS 2003)**
- Yes
 - No
 - Do not have cockroaches in my home
360. At any time in the last 90 days have you seen any mice or rates, or signs of mice or rats in your home or building? **(NYC CHS 2004)**
- Yes
 - No

Section 34: Sexual Behavior

361. During the past twelve months, with how many people have you had sexual intercourse? **(BRFSS 2004)**
- __Number
 - None
362. Was a condom used the last time you had sexual intercourse? **(BRFSS 2004)**
- Yes
 - No
363. The last time you had sexual intercourse, was the condom used – to prevent pregnancy, to prevent diseases like syphilis, gonorrhea, and AIDS, for both of these reason or for some other reason. **(BRFSS 2004)**
- To prevent pregnancy
 - To prevent diseases like syphilis, gonorrhea, and AIDS
 - For both of these reasons
 - For some other reason
364. How many new sex partners did you have during the past twelve months? **(BRFSS 2004)**
- __ Number
 - None
365. In the past five years, have you been treated for a sexually transmitted or venereal disease? **(BRFSS 2004)**
- Yes
 - No
366. Were you treated at a health department STD clinic? **(BRFSS 2004)**
- Yes
 - No

Section 35: Weight Control

367. Are you now trying to lose weight? **(BRFSS 2005)**
- Yes
 - No
368. Are you now trying to maintain your current weight, that is, to keep from gaining weight? **(BRFSS 2005)**
- Yes
 - No
369. Are you eating either fewer calories or less to – lose weight? Keep from gaining weight? **(BRFSS 2005)**
- Yes, fewer calories
 - Yes, less fat
 - Yes, fewer calories and less fat
 - No

370. Are you using physical activity or exercise to – lose weight? Keep from gaining weight? **(BRFSS 2005)**
- a. Yes
 - b. No
371. In the past 12 months, has a doctor, nurse or other health professional given you advice about your weight? **(BRFSS 2005)**
- a. Yes, lose weight
 - b. Yes, gain weight
 - c. Yes, maintain current weight
 - d. No

Section 36: Drug Use & Incarceration

372. Have you ever used cocaine, including crack or freebase, heroin, PCP, angel dust, or any other street drugs? Do not include marijuana. **(NYC CHS 2004)**
- a. Yes
 - b. No
373. Have you ever used a needle to take street drugs? **(NYC CHS 2004)**
- a. Yes
 - b. No
374. In the past 12 months have you used Crystal Methamphetamine also known as crystal, tina, crank or rock? **(NYC CHS 2004)**
- a. Yes
 - b. No
375. Have you ever spent any time in a correctional facility, jail, prison or detention center as an adult, that is, 18 years or older? **(NYC CHS 2004)**
- a. Yes
 - b. No
376. Have you ever used marijuana? **(IHS Adult Survey Instrument 10.5.2007)**
- a. Yes
 - b. No
377. How many days in the past 30 days did you use marijuana? **(IHS Adult Survey Instrument 10.5.2007)**
- a. None
 - b. 1 or 2 days
 - c. 3 to 5 days
 - d. 6 to 9 days
 - e. 10 to 19 days
 - f. 20 to 29 days
 - g. 30 days
378. Have you ever used inhalants (like sniffing glue, using asthma inhaler to get high)? **(IHS Adult Survey Instrument 10.5.2007)**
- a. Yes
 - b. No

379. How many days in the past 30 days did you use inhalants? (***IHS Adult Survey Instrument 10.5.2007***)
- a. None
 - b. 1 or 2 days
 - c. 3 to 5 days
 - d. 6 to 9 days
 - e. 10 to 19 days
 - f. 20 to 29 days
 - g. 30 days
380. Have you ever used inhalants (like sniffing glue, using asthma inhaler to get high)? (***IHS Adult Survey Instrument 10.5.2007***)
- a. Yes
 - b. No
381. How many days in the past 30 days did you use inhalants? (***IHS Adult Survey Instrument 10.5.2007***)
- a. None
 - b. 1 or 2 days
 - c. 3 to 5 days
 - d. 6 to 9 days
 - e. 10 to 19 days
 - f. 20 to 29 days
 - g. 30 days
382. Have you ever used cocaine? (***IHS Adult Survey Instrument 10.5.2007***)
- a. Yes
 - b. No
383. How many days in the past 30 days did you use cocaine? (***IHS Adult Survey Instrument 10.5.2007***)
- a. None
 - b. 1 or 2 days
 - c. 3 to 5 days
 - d. 6 to 9 days
 - e. 10 to 19 days
 - f. 20 to 29 days
 - g. 30 days
384. Have you ever used methamphetamine (“meth”)? (***IHS Adult Survey Instrument 10.5.2007***)
- a. Yes
 - b. No
385. How many days in the past 30 days did you use methamphetamine? (***IHS Adult Survey Instrument 10.5.2007***)
- a. None
 - b. 1 or 2 days
 - c. 3 to 5 days
 - d. 6 to 9 days

- e. 10 to 19 days
 - f. 20 to 29 days
 - g. 30 days
386. Have you ever used a needle to take a drug to get high? (***IHS Adult Survey Instrument 10.5.2007***)
- a. Yes
 - b. No
387. How many days in the past 30 days did you use a needle to take this drug? (***IHS Adult Survey Instrument 10.5.2007***)
- a. None
 - b. 1 or 2 days
 - c. 3 to 5 days
 - d. 6 to 9 days
 - e. 10 to 19 days
 - f. 20 to 29 days
 - g. 30 days
388. Have you ever used a prescription drug to get high? (***IHS Adult Survey Instrument 10.5.2007***)
- a. Yes
 - b. No
389. How many days in the past 30 days did you use a prescription drug to get high? (***IHS Adult Survey Instrument 10.5.2007***)
- a. None
 - b. 1 or 2 days
 - c. 3 to 5 days
 - d. 6 to 9 days
 - e. 10 to 19 days
 - f. 20 to 29 days
 - g. 30 days
390. Other than the ones we asked you about earlier, have you ever used any other drugs? (***IHS Adult Survey Instrument 10.5.2007***)
- a. Yes
 - b. No
391. What other drugs have you used? (***IHS Adult Survey Instrument 10.5.2007***)
- a. _____ List of drugs
392. How many days in the past 30 did you use the other drug? (***IHS Adult Survey Instrument 10.5.2007***)
- a. None
 - b. 1 or 2 days
 - c. 3 to 5 days
 - d. 6 to 9 days
 - e. 10 to 19 days
 - f. 20 to 29 days
 - g. 30 days

Section 37: Commuting Patterns

393. Between 9 AM and 5 PM weekdays, where do you spend most of your time? **(NYC CHS 2006)**
- At or around my home
 - At a work location outside of my home
 - At school
 - At work and school equally
394. How do you usually get there? [Accept all that apply] **(NYC CHS 2006)**
- By the EL
 - By CTA bus
 - By bicycle
 - By walking
 - By car
 - By taxi
 - Commuter train (such as Metra)
 - Some other way [specify]

Section 38: Health Department

395. From which of the following sources do you get health-related information – radio, TV, the internet, newspapers or magazines, from a doctor or health care provider, from family, friends or co-workers, or from another source? [Answer can be a multiple] **(LACHS 2007)**
- Radio
 - Television
 - The internet
 - Newspapers/magazines
 - Doctor or health care provider
 - Family, friends, co-workers
 - Some other source
396. Healthy Chicago is a blueprint for action intended to serve as a framework for a focused, yet comprehensive approach to how the Chicago Department of Public Health will lead and work with partners to improve the health and well-being of Chicagoans. Healthy Chicago priorities include tobacco use, obesity prevention, HIV prevention, adolescent health, cancer disparities, heart disease and stroke, access to health care, health mothers and babies, communicable disease control and prevention, healthy homes, violence prevention and public health infrastructure. Health Chicago strategies include policies, regulatory changes and laws that will be pursued to improve the public's health; programs and services that will be delivered; and education and public awareness efforts to reinforce proposed policies and programs. How effective do you feel the policies, programs and services, and education and public awareness strategies provided by the Chicago Department of Public Health are

in addressing the following Healthy Chicago Would you say – very effective, somewhat effective, not too effective or not at all effective?

- a. Very effective
- b. Somewhat effective
- c. Not too effective
- d. Not at all effective
- e. Have not heard of Healthy Chicago

Section 39: Violence

397. I would now like to ask you some questions about violence. Have you or any member of your household ever been a victim of physical, verbal or sexual violence? **(SUHI 2002)**
- a. Yes
 - b. No
398. Was it violence from a stranger? **(SUHI 2002)**
- a. Yes
 - b. No
399. Was it violence from a friend? **(SUHI 2002)**
- a. Yes
 - b. No
400. Was it violence from a family member? **(SUHI 2002)**
- a. Yes
 - b. No
401. Have you ever witnessed an incident of domestic violence? **(SUHI 2002)**
- a. Yes
 - b. No
402. Have you ever reported an incident of domestic violence to authorities? **(SUHI 2002)**
- a. Yes
 - b. No

EXHIBIT 1

APPENDIX 2

**DATA TABLES WITH DEMOGRAPHIC INFORMATION
(RACE, ETHNICITY, CULTURAL AND SOCIO-ECONOMIC INDICATORS)**

Table 1. Population counts of U.S. Census race-ethnicity categories, by Chicago community area, 2010

Community Area	Community Area Name	Total	Latino	Non-Latino White One Race	Non-Latino African American One Race	Non-Latino Asian One Race
01	Rogers Park	54991	13433	21618	14461	3523
02	West Ridge	71942	14701	30706	8015	16184
03	Uptown	56362	8009	29098	11275	6414
04	Lincoln Square	39493	7562	24916	1488	4399
05	North Center	31867	4330	24634	738	1449
06	Lake View	94368	7198	75845	3651	5653
07	Lincoln Park	64116	3571	53138	2753	3296
08	Near North Side	80484	3974	58033	8732	8140
09	Edison Park	11187	872	9885	29	269
10	Norwood Park	37023	4442	30157	164	1696
11	Jefferson Park	25448	4927	17475	265	2256
12	Forest Glen	18508	2126	13815	137	1989

Community Area	Community Area Name	Total	Latino	Non-Latino White One Race	Non-Latino African American One Race	Non-Latino Asian One Race
13	North Park	17931	3224	8847	573	4600
14	Albany Park	51542	25487	15054	2076	7430
15	Portage Park	64124	24861	34329	856	2972
16	Irving Park	53359	24332	22234	1736	3736
17	Dunning	41932	9997	29512	308	1587
18	Montclair	13426	7248	5041	598	377
19	Belmont Cragin	78743	62101	11959	2493	1537
20	Hermosa	25010	21860	1913	757	294
21	Avondale	39262	25295	11166	991	1194
22	Logan Square	73595	37340	29175	3913	1904
23	Humboldt park	56323	30046	2502	23030	222
24	West Town	81432	23856	46390	6391	3030
25	Austin	98514	8722	4364	83837	573
26	West Garfield Park	18001	348	133	17315	8
27	East Garfield Park	20567	850	698	18696	83
28	Near West Side	54881	5048	23042	17303	8022

Community Area	Community Area Name	Total	Latino	Non-Latino White One Race	Non-Latino African American One Race	Non-Latino Asian One Race
29	North Lawndale	35912	2144	492	32835	74
30	South Lawndale	79288	65457	3056	10374	113
31	Lower West Side	35769	29486	4447	1108	371
32	Loop	29283	2010	18359	3361	4658
33	Near South Side	21390	1202	10281	6015	3307
34	Armour Square	13391	464	1642	1419	9721
35	Douglas	18238	465	1810	13247	2313
36	Oakland	5918	87	122	5567	35
37	Fuller Park	2876	132	47	2651	7
38	Grand Boulevard	21929	395	391	20645	57
39	Kenwood	17841	542	2942	12821	973
40	Washington Park	11717	104	87	11370	12
41	Hyde Park	25681	1626	11992	7815	3185
42	Woodlawn	25983	543	1707	22654	567
43	South Shore	49767	854	640	47289	101
44	Chatham	31028	311	112	30160	27

Community Area	Community Area Name	Total	Latino	Non-Latino White One Race	Non-Latino African American One Race	Non-Latino Asian One Race
45	Avalon Park	10185	153	81	9751	19
46	South Chicago	31198	6774	599	23296	67
47	Burnside	2916	20	19	2849	0
48	Calumet Heights	13812	569	126	12897	26
49	Roseland	44619	458	188	43447	27
50	Pullman	7325	571	522	6122	5
51	South Deering	15109	4809	725	9354	18
52	East Side	23042	18076	3969	777	53
53	West Pullman	29651	1509	166	27593	14
54	Riverdale	6482	132	32	6251	2
55	Hegewisch	9426	4671	4235	364	48
56	Garfield Ridge	34513	13515	18372	2040	346
57	Archer Heights	13393	10182	2874	130	138
58	Brighton Park	45368	38693	3682	542	2252
59	McKinley Park	15612	10111	2667	234	2445
60	Bridgeport	31977	8627	11225	672	11038

Community Area	Community Area Name	Total	Latino	Non-Latino White One Race	Non-Latino African American One Race	Non-Latino Asian One Race
61	New City	44377	25431	4697	13148	727
62	West Elsdon	18109	14314	3250	255	222
63	Gage Park	39894	35589	1892	2161	121
64	Clearing	23139	10484	11921	282	212
65	West Lawn	33355	26669	4924	1390	210
66	Chicago Lawn	55628	25141	2419	27403	190
67	West Englewood	35505	774	130	34178	19
68	Englewood	30654	325	105	29847	34
69	Greater Grand Crossing	32602	388	180	31590	21
70	Ashburn	41081	15132	6251	18976	276
71	Auburn Gresham	48743	459	134	47661	33
72	Beverly	20034	915	11785	6838	112
73	Washington Height	26493	258	121	25793	12
74	Mount Greenwood	19093	1382	16413	987	126
75	Morgan Park	22544	619	6473	15039	92
76	O'Hare	12756	1212	9845	403	1058

Community Area	Community Area Name	Total	Latino	Non-Latino White One Race	Non-Latino African American One Race	Non-Latino Asian One Race
77	Edgewater	56521	9318	30889	8104	6582

**Table 2. Selected socioeconomic indicators from U.S. Census American Community Survey,
by Chicago community area, 2006 - 2010**

CA	COMMUNITY AREA	% OF HOUSING CROWDED	% HOUSEHOLDS BELOW POVERTY	% AGED 16+ UNEMPLOYED	% AGED 25+ WITHOUT HIGH SCHOOL DIPLOMA	% AGED UNDER 18 OR OVER 64	PER CAPITA INCOME	HARD-SHIP INDEX
01	Rogers Park	7.9	22.7	7.5	18.1	28.8	23714	39
02	West Ridge	7	15.1	7.9	19.6	38.3	21375	46
03	Uptown	4.6	22.7	7.7	13.6	22.2	32355	23
04	Lincoln Square	3.1	9.5	6.8	12.5	25.6	35503	16
05	North Center	0.2	7.1	4.5	5.4	25.5	51615	7
06	Lake View	1.2	10.5	4.7	2.9	16.5	58227	5
07	Lincoln Park	0.6	11.8	4.5	4.3	20.4	71403	3
08	Near North Side	2	13.4	5.2	3.4	23.3	87163	1
09	Edison Park	0.6	5.1	7.4	8.5	36.6	38337	12
10	Norwood Park	2.3	5.9	7.3	13.5	40.6	31659	21
11	Jefferson Park	1.9	6.4	9	13.5	34.4	27280	24
12	Forest Glen	1.3	6.1	5.5	6.3	40.6	41509	10
13	North Park	3.8	12.4	7.5	18.2	39.7	24941	37
14	Albany Park	11.2	17.1	9	34.9	32.1	20355	56

CA	COMMUNITY AREA	% OF HOUSING CROWDED	% HOUSEHOLDS BELOW POVERTY	% AGED 16+ UNEMPLOYED	% AGED 25+ WITHOUT HIGH SCHOOL DIPLOMA	% AGED UNDER 18 OR OVER 64	PER CAPITA INCOME	HARD-SHIP INDEX
15	Portage Park	4.4	12.3	10.6	18.7	34.6	23617	38
16	Irving Park	5.6	10.8	10.3	22	31.6	26713	30
17	Dunning	4.8	8.3	8.6	18	34.9	26347	28
18	Montclair	5.8	12.8	10.8	28.4	35	21257	48
19	Belmont Cragin	10	18.6	11.5	37	36.9	15246	73
20	Hermosa	8.4	19.1	12.9	41.9	36.3	15411	75
21	Avondale	5.8	14.6	9.3	25.7	30.4	20489	44
22	Logan Square	3.2	17.2	7.5	18.5	26.7	29026	26
23	Humboldt park	11.2	32.6	12.3	36.8	38.3	13391	83
24	West Town	2	15.7	6	13.4	22.9	39596	14
25	Austin	5.7	27	21	25	39	15920	74
26	West Garfield Park	8.9	40.3	25.2	26.2	42.5	10951	92
27	East Garfield Park	7.5	39.7	16.4	26.2	43.2	13596	84
28	Near West Side	3.8	21.6	10.7	11.2	22.9	41488	19
29	North Lawndale	7.2	38.6	18.5	30.4	40.9	12548	87

CA	COMMUNITY AREA	% OF HOUSING CROWDED	% HOUSEHOLDS BELOW POVERTY	% AGED 16+ UNEMPLOYED	% AGED 25+ WITHOUT HIGH SCHOOL DIPLOMA	% AGED UNDER 18 OR OVER 64	PER CAPITA INCOME	HARD-SHIP INDEX
30	South Lawndale	17.6	28.1	11.5	58.7	33.1	10697	96
31	Lower West Side	10.4	27.2	13	44.3	35.2	15467	82
32	Loop	2	11.1	4.2	3.4	15.5	67699	2
33	Near South Side	1.4	11.1	5.7	7.1	21	60593	6
34	Armour Square	5.9	35.8	11.6	37.5	37.9	16942	80
35	Douglas	1.6	26.1	16.7	16.9	31	23098	47
36	Oakland	3.5	38.1	26.6	17.6	40.5	19312	78
37	Fuller Park	4.5	55.5	40	33.7	38.2	9016	98
38	Grand Boulevard	2.7	28.3	20.6	19.4	41.7	22056	60
39	Kenwood	2.3	23.1	11	10.8	34.2	37519	25
40	Washington Park	4.9	39.1	23.2	28.3	40.9	13087	88
41	Hyde Park	2.5	18.2	6.9	5.3	26.7	39243	15
42	Woodlawn	1.8	28.3	17.3	17.9	37.6	18928	57
43	South Shore	2.9	31.5	17.7	14.9	37.6	18366	58
44	Chatham	2.2	25.3	19	13.7	40	20320	51

CA	COMMUNITY AREA	% OF HOUSING CROWDED	% HOUSEHOLDS BELOW POVERTY	% AGED 16+ UNEMPLOYED	% AGED 25+ WITHOUT HIGH SCHOOL DIPLOMA	% AGED UNDER 18 OR OVER 64	PER CAPITA INCOME	HARD-SHIP INDEX
45	Avalon Park	0.6	16.7	16.6	13.3	41.9	23495	42
46	South Chicago	5.9	28	17.7	28.2	43.1	15393	79
47	Burnside	5.5	22.5	23.4	18.6	40.4	13756	69
48	Calumet Heights	1.8	12	17.2	11.2	42.3	28977	34
49	Roseland	3.1	19.5	17.8	17.4	40.9	17974	52
50	Pullman	1.4	20.1	21	15.6	42	19007	53
51	South Deering	6	24.5	11.8	21.9	41.4	15506	62
52	East Side	8.3	18.7	14.5	35.5	42.5	15347	76
53	West Pullman	3.3	24.3	17	22.6	42.2	16228	66
54	Riverdale	5.1	61.4	26.4	24.6	50.2	8535	97
55	Hegewisch	4.4	12.1	9.6	17.9	41.6	22561	41
56	Garfield Ridge	2.6	9	8.1	19.4	39.5	24684	33
57	Archer Heights	8.5	13	14.2	36.4	40.5	16145	67
58	Brighton Park	13.2	23	11.2	48.2	39.8	13138	85
59	McKinley Park	6.9	16.1	11.9	31.8	33.7	17577	55

CA	COMMUNITY AREA	% OF HOUSING CROWDED	% HOUSEHOLDS BELOW POVERTY	% AGED 16+ UNEMPLOYED	% AGED 25+ WITHOUT HIGH SCHOOL DIPLOMA	% AGED UNDER 18 OR OVER 64	PER CAPITA INCOME	HARD-SHIP INDEX
60	Bridgeport	4.8	17.3	11.2	25.6	32.3	24969	43
61	New City	12.2	30.6	17.4	42.4	42	12524	91
62	West Elsdon	8.7	9.8	13.5	39.6	38.7	16938	65
63	Gage Park	17.4	20.8	14	54.1	40.4	12014	93
64	Clearing	3.4	5.9	9.6	18.5	36.4	23920	29
65	West Lawn	6.8	15.3	7.8	33.4	41.9	15898	61
66	Chicago Lawn	6.5	22.2	11.9	31.6	40	14405	70
67	West Englewood	6.9	32.3	34.7	30.3	40.9	10559	94
68	Englewood	4.8	42.2	21.3	29.4	43.4	11993	89
69	Greater Grand Crossing	4.2	25.6	18.9	17.9	42.9	17213	64
70	Ashburn	4.2	9.5	8.8	18.3	36.7	22078	35
71	Auburn Gresham	4.1	24.5	24.2	19.5	42.1	16022	71
72	Beverly	0.7	5.2	7.8	5.1	38.7	40107	8
73	Washington Height	1.1	15.7	18.3	15.6	42.4	19709	50
74	Mount Greenwood	1.1	3.1	6.9	4.5	37	34221	11

CA	COMMUNITY AREA	% OF HOUSING CROWDED	% HOUSEHOLDS BELOW POVERTY	% AGED 16+ UNEMPLOYED	% AGED 25+ WITHOUT HIGH SCHOOL DIPLOMA	% AGED UNDER 18 OR OVER 64	PER CAPITA INCOME	HARDSHIP INDEX
75	Morgan Park	0.8	13.7	14.9	10.9	39.4	26185	32
76	O'Hare	1.9	9.5	4.7	11	26.5	29402	17
77	Edgewater	3.9	16.6	9	9	23.4	33364	20
CH	CHICAGO	4.7	18.7	11.1	20.6	34	27148	.

CDPH calculated the indicators using census tract-level estimates obtained from the U.S. Census Bureau 2006-2010 American Community Survey 5-year estimates, tables B01001, B15002, B17017, B19301, B19313, B23001, and B25014. A community area's per capita income was estimated by dividing the aggregate income of the census tracts within the community area (from table B19313) by the number of residents. The hardship index is a score that incorporates each of the six selected socioeconomic indicators according to the method described in An Update on Urban Hardship (see footnote 2 on page 53 of http://www.rockinst.org/pdf/cities_and_neighborhoods/2004-08-an_update_on_urban_hardship.pdf). Scores on the index can range from 1 to 100, with a higher index number representing a greater level of hardship. The scores are standardized according to the data for the 77 community areas, and therefore cannot be compared to scores generated for other jurisdictions.

Table 3. Predominant non-English languages spoken in Chicago, U.S. Census American Community Survey, by Chicago community area, 2006 - 2010

Community Area	Community Area Name	PREDOMINANT NON-ENGLISH LANGUAGE (%)
1	Rogers Park	SPANISH (10.2%)
2	West Ridge	SPANISH (9.1%)
3	Uptown	SPANISH (7.8%)
4	Lincoln Square	SPANISH (7.6%)
5	North Center	SPANISH (3.9%)
6	Lake View	SPANISH (2.2%)
7	Lincoln Park	SPANISH (1.1%)
8	Near North Side	SPANISH (1%)
9	Edison Park	POLISH (1.6%)
10	Norwood Park	POLISH (6.9%)
11	Jefferson Park	POLISH (8.7%)
12	Forest Glen	SPANISH (1.6%)
13	North Park	SPANISH (6%)
14	Albany Park	SPANISH (29.9%)
15	Portage Park	SPANISH (11.9%)

Community Area	Community Area Name	PREDOMINANT NON-ENGLISH LANGUAGE (%)
16	Irving Park	SPANISH (17.9%)
17	Dunning	POLISH (16.8%)
18	Montclair	SPANISH (17.5%)
19	Belmont Cragin	SPANISH (35%)
20	Hermosa	SPANISH (37.2%)
21	Avondale	SPANISH (30.2%)
22	Logan Square	SPANISH (21.3%)
23	Humboldt park	SPANISH (19.2%)
24	West Town	SPANISH (9.4%)
25	Austin	SPANISH (2.6%)
26	West Garfield Park	POLISH (0.1%)
27	East Garfield Park	SPANISH (0.9%)
28	Near West Side	SPANISH (2.5%)
29	North Lawndale	SPANISH (2.5%)
30	South Lawndale	SPANISH (43.4%)
31	Lower West Side	SPANISH (40.1%)

Community Area	Community Area Name	PREDOMINANT NON-ENGLISH LANGUAGE (%)
32	Loop	CHINESE (1.7%)
33	Near South Side	CHINESE (1.3%)
34	Armour Square	CHINESE (45.5%)
35	Douglas	CHINESE (1.9%)
36	Oakland	SPANISH (1.2%)
37	Fuller Park	AFRICAN LANGUAGES (1%)
38	Grand Boulevard	SPANISH (0.6%)
39	Kenwood	SPANISH (0.6%)
40	Washington Park	SPANISH (1.1%)
41	Hyde Park	CHINESE (1.9%)
42	Woodlawn	SPANISH (1.2%)
43	South Shore	AFRICAN LANGUAGES (0.6%)
44	Chatham	SPANISH (0.2%)
45	Avalon Park	SPANISH (0.5%)
46	South Chicago	SPANISH (10.6%)
47	Burnside	AFRICAN LANGUAGES (0.7%)

Community Area	Community Area Name	PREDOMINANT NON-ENGLISH LANGUAGE (%)
48	Calumet Heights	AFRICAN LANGUAGES (0.7%)
49	Roseland	SPANISH (0.1%)
50	Pullman	SPANISH (4.5%)
51	South Deering	SPANISH (11.6%)
52	East Side	SPANISH (28.5%)
53	West Pullman	SPANISH (2.2%)
54	Riverdale	SPANISH (1.1%)
55	Hegewisch	SPANISH (7.6%)
56	Garfield Ridge	SPANISH (10%)
57	Archer Heights	SPANISH (31.7%)
58	Brighton Park	SPANISH (41.4%)
59	McKinley Park	SPANISH (22.1%)
60	Bridgeport	CHINESE (23.3%)
61	New City	SPANISH (28.1%)
62	West Elsdon	SPANISH (33.9%)
63	Gage Park	SPANISH (47%)

Community Area	Community Area Name	PREDOMINANT NON-ENGLISH LANGUAGE (%)
64	Clearing	SPANISH (14.5%)
65	West Lawn	SPANISH (30.5%)
66	Chicago Lawn	SPANISH (17%)
67	West Englewood	SPANISH (0.9%)
68	Englewood	SPANISH (0.2%)
69	Greater Grand Crossing	SPANISH (0.3%)
70	Ashburn	SPANISH (11.6%)
71	Auburn Gresham	SPANISH (0.3%)
72	Beverly	SPANISH (0.7%)
73	Washington Height	SPANISH (0.9%)
74	Mount Greenwood	SPANISH (0.7%)
75	Morgan Park	SPANISH (0.8%)
76	O'Hare	POLISH (17.8%)
77	Edgewater	SPANISH (5.3%)
0	Chicago	SPANISH (11.6%)

CDPH calculated the indicators using census tract-level estimates obtained from the U.S. Census Bureau 2006-2010 American Community Survey 5-year estimates, table B16001. The column labeled 'PREDOMINANT NON-ENGLISH LANGUAGE (%)' provides the leading language and the estimated proportion of residents aged 5 years or older who speak this language at home and 'speak English less than very well.'

EXHIBIT 2

SCHEDULE OF COMPENSATION

The Chicago Department of Public Health is requesting a two year contract with a two year extension. The compensation for the initial 2-year term must not exceed \$450,000. Funding allocation for project may differ during the optional 2 year extension of the contract. Interested parties must estimate the cost to provide the services for the initial 2 year term and the extension on a yearly basis.

Contractor must fill out the itemized proposal, Exhibit 2.

SCHEDULE OF COMPENSATION
FOR
HEALTHY CHICAGO TELEPHONE SURVEY SERVICES FOR THE CHICAGO
DEPARTMENT OF PUBLIC HEALTH

SCHEDULE OF COMPENSATION

Milestone	Deliverables required to meet milestone	Payment	Estimated payment time schedule
Years 1-2			
1	<ul style="list-style-type: none"> ▪ Institutional Review Board (IRB) application for CDPH and any of the Contractor’s own required IRB applications ▪ Signed confidentiality pledges from all Contractor employees working on the Healthy Chicago Telephone Survey ▪ Map of aggregated community area regions and detailed documentation of aggregation process ▪ First draft of questionnaire in English ▪ Sampling plan with detailed information on sample size, operational processes and procedures, and epidemiological and statistical methodologies to be employed 	1	3 months after contract start date
2	<ul style="list-style-type: none"> ▪ Report detailing small-scale pre-test results of first draft, English-language questionnaire and CATI/web system ▪ RDD sample of telephone numbers ▪ Second draft of questionnaire in English and translated into English, Mandarin, Cantonese and Polish ▪ Report detailing formal pilot test results of second draft of questionair ▪ Final questionnaire in English, Spanish, Mandarin, Cantonese and Polish ▪ Report on number of qualified interviewers hired, including details on bilingual staff ▪ Training plan and schedule for interviewers 	2	5 months after contract start date
3	<ul style="list-style-type: none"> ▪ Weekly production and disposition reports, and monthly interview and sample data sets demonstrate that sampling plan has been achieved (e.g., sample size target reached) 	3	14 months after contract start date
4	<ul style="list-style-type: none"> ▪ De-identified SAS® dataset with documentation, including sample weights and guidance for applying weights ▪ Written methodology documenting survey procedures, analysis of sample performance, weight procedures, and other study details ▪ Final telephone sample disposition report and a final telephone sample dataset in SAS® format 	4	18 months after contract start date
5	<ul style="list-style-type: none"> ▪ Post-survey consultation services (e.g., responding to questions/inquiries from CDPH regarding questionnaire, methods, interviewing, analysis, etc.) 	5	24 months after contract start date

SCHEDULE OF COMPENSATION

Milestone	Deliverables required to meet milestone	Payment	Estimated payment time schedule
Year 3			
1	<ul style="list-style-type: none"> ▪ Institutional Review Board (IRB) application for CDPH and any of the Contractor’s own required IRB applications ▪ Signed confidentiality pledges from all Contractor employees working on the Healthy Chicago Telephone Survey ▪ First draft of questionnaire in English based on questionnaire utilized in Years 1-2 with additions, deletions and revisions to questions ▪ Sampling plan with detailed information on sample size, operational processes and procedures, and epidemiological and statistical methodologies to be employed 	1	1 month after 1st contract extension start date
2	<ul style="list-style-type: none"> ▪ RDD sample of telephone numbers ▪ Second draft of questionnaire in English and translated into English, Mandarin, Cantonese and Polish ▪ Report detailing formal pilot test results of second draft of questionnaire ▪ Final questionnaire in English, Spanish, Mandarin, Cantonese and Polish ▪ Report on number of qualified interviewers hired, including details on bilingual staff ▪ Training plan and schedule for interviewers 	2	3 months after 1st contract extension start date
3	<ul style="list-style-type: none"> ▪ Weekly production and disposition reports, and monthly interview and sample data sets demonstrate that sampling plan has been achieved (e.g., sample size target reached) 	3	11 months after 1st contract extension start date
4	<ul style="list-style-type: none"> ▪ De-identified SAS® dataset with documentation, including sample weights and guidance for applying weights ▪ Written methodology documenting survey procedures, analysis of sample performance, weight procedures, and other study details ▪ Final telephone sample disposition report and a final telephone sample dataset in SAS® format ▪ Post-survey consultation services (e.g., responding to questions/inquiries from CDPH regarding questionnaire, methods, interviewing, analysis, etc.) 	4	12 months after 1st contract extension start date

SCHEDULE OF COMPENSATION

Milestone	Deliverables required to meet milestone	Payment	Estimated payment time schedule
Year 4			
1	<ul style="list-style-type: none"> ▪ Institutional Review Board (IRB) application for CDPH and any of the Contractor’s own required IRB applications ▪ Signed confidentiality pledges from all Contractor employees working on the Healthy Chicago Telephone Survey ▪ First draft of questionnaire in English based on questionnaire utilized in Years 1-2 & 3 with additions, deletions and revisions to questions ▪ Sampling plan with detailed information on sample size, operational processes and procedures, and epidemiological and statistical methodologies to be employed 	1	1 months after 2nd contract extension start date
2	<ul style="list-style-type: none"> ▪ RDD sample of telephone numbers ▪ Second draft of questionnaire in English and translated into English, Mandarin, Cantonese and Polish ▪ Report detailing formal pilot test results of second draft of questionnaire ▪ Final questionnaire in English, Spanish, Mandarin, Cantonese and Polish ▪ Report on number of qualified interviewers hired, including details on bilingual staff ▪ Training plan and schedule for interviewers 	2	3 months after 2nd contract extension start date
3	<ul style="list-style-type: none"> ▪ Weekly production and disposition reports, and monthly interview and sample data sets demonstrate that sampling plan has been achieved (e.g., sample size target reached) 	3	11 months after 2nd contract extension start date
4	<ul style="list-style-type: none"> ▪ De-identified SAS® dataset with documentation, including sample weights and guidance for applying weights ▪ Written methodology documenting survey procedures, analysis of sample performance, weight procedures, and other study details ▪ Final telephone sample disposition report and a final telephone sample dataset in SAS® format ▪ Post-survey consultation services (e.g., responding to questions/inquiries from CDPH regarding questionnaire, methods, interviewing, analysis, etc.) 	4	12 months after 2nd contract extension start date

EXHIBIT 2 – ITEMIZED COST PROPOSAL

ITEMIZED COST PROPOSAL					
Services Performed	Basis of Cost (Rate)	Compensation for First Year	Compensation for Second Year	OPTIONAL Third Year Compensation	OPTIONAL Fourth Year Compensation
I. Cost of annual telephone surveys	Annual rate				
	Total Annual Cost				

EXHIBIT 3
COMPANY PROFILE INFORMATION

COMPANY PROFILE INFORMATION

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) City, State, Zip Code: _____
- (5) Web Site Address: _____
- (6) Proposed Role: Prime Subcontractor/Subconsultant Joint Venture Partner
 Supplier or Other: _____
- (7) Number of Years in Business:

- (8) Total Number of Employees:

- (9) Total Annual Revenues separated by 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 Telephone Health Surveys Services for clients:

- (13) Briefly describe your firm's experience with Telephone Health Survey Services for clients:

EXHIBIT 4

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

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 Code: _____
- (4) Project Manager: _____
- (5) Telephone Number: _____
- (6) E-mail: _____
- (7) Number of Employees in Client Organization: _____
- (8) Project Scope of Services/Goals: _____

- (9) Contract Award Date: _____ Completion Date: _____
- (10) Initial Contract Amount: \$_____ Final Contract Amount: \$_____
- (11) Describe how the client's goals were met. Describe the Telephone Health Survey Services offered and implemented. Attach additional pages, as necessary.

- (12) Discuss significant obstacles to providing the required services and how those obstacles were overcome:

- (13) Is the client still utilizing the Telephone Health Survey Services?

- (14) What was the cost/financing structure of the contract?

**EXHIBIT 5
SPECIAL CONDITIONS REGARDING
MBE/WBE COMMITMENT AND SCHEDULES**

EXHIBIT 5



CITY OF CHICAGO
Department of Procurement Services
Jamie L. Rhee, Chief Procurement Officer
121 North LaSalle Street, Room 403
Chicago, Illinois 60602-1284
Fax: 312-744-3281

PROFESSIONAL SERVICES MBE & WBE SPECIAL CONDITIONS

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

I. 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 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 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 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

EXHIBIT 5

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.

II. 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.

EXHIBIT 5

- 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.
- l. "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.)

EXHIBIT 5

- 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. "Minority Business Enterprise" or "MBE" means a firm certified as a minority-owned business enterprise in accordance with City Ordinances and Regulations.
- p. "Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.
- q. "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.
- r. "Women Business Enterprise" or "WBE" means a firm certified as a women-owned business enterprise in accordance with City Ordinances and Regulations.

III. 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

EXHIBIT 5

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.

EXHIBIT 5

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.

EXHIBIT 5

IV. 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 be listed on the bidder’s compliance plan under one of the categories, but not both. **Only payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.**

- A. Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals.
 - 1. 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:
 - 1. 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:
 - 1. 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

EXHIBIT 5

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:
 - 1. 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:
 - 1. 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
 - 2. 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.

EXHIBIT 5

V. 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.

A. **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

EXHIBIT 5

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 vendors 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

2. 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

EXHIBIT 5

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 M/WBE or other firm.

B. 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.

C. 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.

EXHIBIT 5

VI. 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. 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 from such other certifying body as may be acceptable to the Chief Procurement Officer, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago, or from such other certifying body as may be acceptable to the Chief Procurement Officer, 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.**

EXHIBIT 5

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).

D. **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. 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 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, 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.

VII. **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

EXHIBIT 5

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: <https://chicago.mwdbe.com>

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

- A. 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

EXHIBIT 5

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).
- 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 cope 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.

EXHIBIT 5

- 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

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

EXHIBIT 5

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 AGENCY

CITY OF CHICAGO Department of Procurement Services 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. 76th Street, Suite 200
Chicago, IL 60620
Phone: (773) 483-4000
Fax: (773) 483-4150
Web: www.blackcontractorsunited.com

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.gljchamber.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

Cosmopolitan Chamber of Commerce

203 N. Wabash, Suite 518
Chicago, IL 60601
Phone: (312) 499-0611
Fax: (312) 332-2688
Web: www.cosmochamber.org

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 Industry Association (HACIA)

901 West Jackson Boulevard, Suite 205
Chicago, IL 60607
Phone: (312) 666-5910
Fax: (312) 666-5692
Web: www.haciaworks.org

Illinois Hispanic Chamber of Commerce

855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500
Fax: (312) 425-9510

Latin American Chamber of Commerce

3512 West Fullerton Avenue
Chicago, IL 60647
Phone: (773) 252-5211
Fax: (773) 252-7065
Web: www.latinamericanchamberofcommerce.com

National Association of Women Business Owners

Chicago Chapter
230 E. Ohio, Suite 400
Chicago, IL 60611
Phone: (312) 224-2605
Fax: (312) 6448557
Web: www.nawbochicago.org

Rainbow/PUSH Coalition

International Trade Bureau
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2781
Fax: (773) 373-4104
Web: www.rainbowpush.org

Suburban Minority Contractors Association

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

Uptown Center Hull House

4520 N. Beacon Street
Chicago, IL 60640
Phone: (773) 561-3500
Fax: (773) 561-3507
Web: www.hullhouse.org

Women Construction Owners & Executives (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: www.wbdc.org

Web: www.ihccbusiness.net

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. 63rd Street
Chicago, IL 60636
Phone: (312) 243-5149

Illinois Black Chamber of Commerce

331 Fulton Street, Suite 530
Peoria, IL 61602
Phone: (309) 740-4430
Fax: (309) 672-1379
www.ilbcc.org

Eglewood Black Chamber of Commerce

P.O. Box 21453
Chicago, IL 60621

South Shore Chamber, Incorporated

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

United Neighborhood Organization (UNO)

954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301
Fax: (312) 432-0077
Web: www.uno-online.org

National Organization of Minority Engineers

33 West Monroe Suite 1540
Chicago, Illinois 60603
Phone: (312) 425-9560
Fax: (312) 425-9564
Web: www.nomeonline.org

ATTACHMENT B
(On Bidder/proposer's Letterhead)

RETURN RECEIPT REQUESTED
(Date)

Re: Specification _____
Description: _____

(Assist Agency Name and Address)

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

_____ at _____
Name of Company Representative Address/phone

within (10) ten working 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 fifteen (15) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 403
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 ventures are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

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

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

Phone number of joint venture: _____

- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

- VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
 MBE/WBE ownership percentage(s) _____
 Non-MBE/WBE ownership percentage(s) _____

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Profit and loss sharing: _____

2. Capital contributions:
 (a) Dollar amounts of initial contribution: _____

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

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

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

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

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

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations: _____

2. Major purchases: _____

3. Estimating: _____

4. Engineering: _____

VIII. Financial Controls of joint venture:

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

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

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

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

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

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

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

A. Are any proposed joint venture employees currently employed by either venturer?
 Currently employed by non-MBE/WBE (number) ____ Employed by MBE/WBE

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

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

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

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

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

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

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

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

SCHEDULE C-1
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Contractor

Name of Project/Contract: _____
Specification Number: _____

From: _____
(Name of MBE/WBE Firm)

MBE: Yes _____ No _____
WBE: Yes _____ No _____

To: _____ and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

_____ Sole Proprietor _____ Corporation
_____ Partnership _____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to _____ for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

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

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

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

(Signature of Owner or Authorized Agent)

Name /Title (Print)

Date

Phone

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

Project Name : _____

State of _____

County (City) of _____

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

Name of Prime Contractor/Contractor

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

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

- I. MBE or WBE Prime Contractor/Contractor. If prime Contractor is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime Contractor as a MBE satisfies the MBE goal only. Certification of the prime Contractor as a WBE satisfies the WBE goal only.)
- II. MBEs and WBEs as Joint Venturers. If prime Contractor is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- III. MBE/WBE SubContractors. Complete for each MBE/WBE SubContractor/subcontractor/supplier.

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____%

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____%

5. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____%

6. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____%

7. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____%

8. Attach additional sheets as needed.

IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Participation:	\$ _____	_____ %

V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE Participation:	\$ _____	_____ %

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name _____ Phone Number: _____

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Signature of Affiant (Date)

State of _____
County of _____

This instrument was acknowledged before me on _____ (date)
by _____ (name /s of person/s)
as _____ (type of authority, e.g., officer, trustee, etc.)
of _____ (name of party on behalf of whom instrument
was executed).

(Seal)

Signature of Notary Public

MBE/WBE UTILIZATION REPORT

Utilization Report No. _____ Specification No. _____

Contract No. _____

Project Name: _____

STATE OF: _____)

COUNTY (CITY) OF: _____)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title - Print or Type)

and duly authorized representative of _____
(Name of Prime Contractor /Contractor - Print or Type)

(Address of Prime Contractor/Contractor) (_____) _____
(Phone)

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each MBE/WBE sub-agreement and the amounts of money paid to each to date.

MBE/WBE FIRM NAME	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO-DATE
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

Total MBE: \$ _____

Total WBE: \$ _____

MBE/WBE UTILIZATION REPORT

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name/s of person/s)

as _____ (type of authority, e.g., officer, trustee, etc.)

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

Signature of Notary Public

(Seal)

EXHIBIT 6

**ONLINE CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) AND APPENDIX
A INSTRUCTIONS**

AND

ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

EXHIBIT 6

ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP), CHICAGO COMMUNITY HEALTH ASSESSMENT (CCHA) TELEPHONE SURVEY SERVICES FOR THE CITY OF CHICAGO, SPECIFICATION NO. 101355, THE RESPONDENT(S) SHALL SUBMIT 2 DOCUMENTS: 1) A **"CERTIFICATE OF FILING"** EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED **ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT** SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

1. ONLINE EDS FILING

1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE

The Respondent shall complete an online EDS prior to the response due date. A Respondent who does not file an electronic EDS prior to the response due date may be found non-responsive and its response rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining your good faith efforts to complete it before the response due date and the reasons why it could not be completed.

NOTE: ALWAYS SELECT THE "CONTRACT" (NOT UPDATE) BOX WHEN COMPLETING AN ONLINE EDS TO ENSURE A NEW CONTRACT SPECIFIC ONLINE EDS IS CREATED RELATED TO THE SOLICITATION DOCUMENT. CLICKING THE UPDATE BOX ONLY UPDATES PREVIOUS EDS INFORMATION.

1.2. ONLINE EDS WEB LINK

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

1.3. ONLINE EDS NUMBER

Upon completion of the online EDS submission process, the Respondent will be provided an EDS number. Respondent should record this number here:

EDS Number: _____

1.4. ONLINE EDS CERTIFICATION OF FILING AND ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS

Acknowledgement form following the Cover Letter. See Section 6.2, Required Contents of Proposal in the RFP. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

1.5. PREPARATION CHECKLIST FOR REGISTRATION

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure, and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN

- _____
- _____ d. City of Chicago Vendor Number, if available.
- _____ e. Address
- _____ 6. List of Commissioners, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
- _____ a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- _____ 8. Contract related information (if applicable):
- _____ a. City of Chicago contract package
- _____ b. Cover page of City of Chicago bid/solicitation package
- _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- _____ 9. List of subcontractors and retained parties:
- _____ a. Name
- _____ b. Address
- _____ c. Fees – Estimated or paid

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

A: "Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?

A: "Person" means a human being.

Q: Who must submit an EDS?

A. An EDS must be submitted in any of the following three circumstances:

Applicants:	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

Q: I don't have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

Q: Who is the EDS team?

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

Q: I forgot my password. What should I do?

A: To retrieve a temporary password, click the “Forgot your password?” link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?

A: Click on “Create New” after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on “Create New”. Answer (click) “Contract” to “Is this EDS for a contract or an EDS information update?” Click “Fill out EDS”, and click on the “Retained Parties” tab. When finished, click on “Ready to Submit.”

Q: How do I attach documents?

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

Q: Who can complete an Economic Disclosure Statement online?

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication. Only you will have knowledge of this unique identification information.

Q: I am filing electronically. How do I sign my EDS?

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year

clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

ATTACHMENT A

ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received Specification No. 101355 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) _____, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this response, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other respondent or prospective respondent or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among respondents and has not disclosed to any person, firm or corporation the terms of this proposal or the price named herein.

COMPANY NAME: _____
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: _____

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

State of _____ (Affix Corporate Seal)

County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Company Name)

Notary Public Signature: _____ (Seal)

EXHIBIT 7

CONTRACT INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Chicago Department of Public Health

Healthy Chicago Telephone Survey

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Professional Liability

When any professional consultants including EDP professionals perform Services 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 Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

5) Valuable Papers

When any media, data, reports, surveys, files and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

6) Property

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

B. ADDITIONAL REQUIREMENTS

Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, 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 on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent 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 certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for the Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not 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.

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

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

Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

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

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Consultant under this Agreement.

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.

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.

Consultant must require all Subcontractors to provide the insurance required herein, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

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

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

INSURANCE CERTIFICATE OF COVERAGE

Name Insured:		Specification #:	101355
Address (Street):		RFP:	
(City/State/Zip)		Project #:	
		Contract #:	
Description of Operation/Location:			

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

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

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

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured	Signature of Authorized Rep _____
City of Chicago	Agency/Company: _____
Procurement Department	Address _____
121 N. LaSalle St., #403	Telephone _____
Chicago, IL 60602	

For City use only

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

EXHIBIT 8

CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

EXHIBIT 8

CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act. See 45 CFR parts 160 and 164.

1. Contractor must not use or further disclose Protected Health Information (“PHI”) other than as permitted or required by this Agreement or as Required by Law. (<http://www.hhs.gov/ocr/hipaa/>)
2. Contractor must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.
3. Contractor must mitigate to the extent practicable any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.
4. Contractor must report any use or disclosure of the PHI not provided for by this Agreement to the City.
5. Contractor must ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
6. If the Contractor has PHI in a Designated Record Set then Contractor must provide access, at the request of the City, and in the time and manner designated by the City, to PHI in a Designated Record Set, to City or, as directed by City, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. If the Contractor has PHI in a Designated Record Set then Contractor must make any amendments to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR 164.526 at the request of City or an Individual, and in the time and manner designated by City.
8. Contractor must make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, City available to the City, or at the request of the City to the Secretary, in a time and manner designated by the City or the Secretary, for purposes of the Secretary determining City’s compliance with the Privacy Rule.
9. Contractor must document the disclosure of PHI and information relating to such disclosures as would be required for City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
10. Contractor must provide to City or an Individual, in time and manner designated by City, information collected which relates to the disclosure of PHI, to permit City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
11. Contractor must either return all PHI to the City or destroy it, at the City’s option, upon termination or expiration of this Agreement.
12. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic health information that it creates, receives, maintains, or transmits on behalf of the City as required by 45 CFR part 164.

13. Contractor must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.
14. Contractor must report to the City any security incident of which it becomes aware.

THIS PAGE LEFT BLANK INTENTIONALLY

EXHIBIT 9
PROFESSIONAL SERVICES AGREEMENT

Spec. No.: 101355

P.O. No.: TBD

Vendor No.: TBD

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

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

AND



**HEALTHY CHICAGO TELEPHONE SURVEY SERVICES FOR THE CHICAGO
DEPARTMENT OF PUBLIC HEALTH**

**RAHM EMANUEL
MAYOR**

**Jamie L. Rhee
Chief Procurement Officer**

Table of Contents

Article 1.	<u>Introduction</u>	1
Article 2.	<u>Incorporation of Exhibits</u>	1
Article 3.	<u>Standard Terms And Conditions</u>	2
3.1.	<u>General Provisions</u>	2
3.1.1.	<u>Definitions</u>	2
3.1.2.	<u>Interpretation of Contract</u>	4
3.1.2.1.	<u>Order of Precedence</u>	4
3.1.2.2.	<u>Interpretation and Rules</u>	4
3.1.2.3.	<u>Severability</u>	4
3.1.2.4.	<u>Entire Contract</u>	4
3.1.3.	<u>Subcontracting and Assignment</u>	5
3.1.3.1.	<u>No Assignment of Contract</u>	5
3.1.3.2.	<u>Subcontracts</u>	5
3.1.3.3.	<u>No Pledging or Assignment of Contract Funds Without City Approval</u>	5
3.1.3.4.	<u>City’s Right to Assign</u>	5
3.1.3.5.	<u>Assigns</u>	6
3.1.4.	<u>Contract Governance</u>	6
3.1.4.1.	<u>Governing Law and Jurisdiction</u>	6
3.1.4.2.	<u>Consent to Service of Process</u>	6
3.1.4.3.	<u>Cooperation by Parties and between Contractors</u>	6
3.1.4.4.	<u>No Third Party Beneficiaries</u>	7
3.1.4.5.	<u>Independent Contractor</u>	7
3.1.4.6.	<u>Authority</u>	8
3.1.4.7.	<u>Joint and Several Liability</u>	8
3.1.4.8.	<u>Notices</u>	8
3.1.4.9.	<u>Amendments</u>	8
3.1.4.10.	<u>No Waiver of Legal Rights</u>	8
3.1.4.11.	<u>Non-appropriation of Funds</u>	9
3.1.4.12.	<u>Participation By Other Government Agencies</u>	9
3.1.5.	<u>Confidentiality</u>	9
3.1.6.	<u>Indemnity</u>	10
3.1.7.	<u>Contract Extension Option</u>	11
3.2.	<u>Compensation Provisions</u>	11
3.2.1.	<u>Ordering, Invoices, and Payment</u>	11
3.2.1.1.	<u>Purchase Orders</u>	11
3.2.1.2.	<u>Invoices</u>	12
3.2.1.3.	<u>Centralized Invoice Processing</u>	12
3.2.1.4.	<u>Payment</u>	13
3.2.1.5.	<u>Electronic Ordering and Invoices</u>	14
3.2.1.6.	<u>City Right to Offset</u>	14
3.2.1.7.	<u>Records</u>	14
3.2.1.8.	<u>Audits</u>	14
3.2.1.8.1.	<u>City’s Right to Conduct Audits</u>	14
3.2.1.8.2.	<u>Recovery for Over-Billing</u>	15

3.2.2.	<u>Prompt Payment to Subcontractors</u>	15
3.2.2.1.	<u>Incorporation of Prompt Payment Language in Subcontracts</u>	15
3.2.2.2.	<u>Payment to Subcontractors Within Fourteen Days</u>	15
3.2.2.3.	<u>Direct Payment to Subcontractors By City</u>	16
3.2.3.	<u>Subcontractor Payment Reports</u>	16
3.2.4.	<u>General Price Reduction – Automatic Eligibility for General Price Reductions</u>	17
3.3.	<u>Compliance With All Laws</u>	17
3.3.1.	<u>General</u>	17
3.3.2.	<u>Non-Discrimination</u>	17
3.3.2.1.	<u>Federal Affirmative Action</u>	17
3.3.2.2.	<u>Illinois Human Rights Act</u>	18
3.3.2.3.	<u>Chicago Human Rights Ordinance MCC Ch. 2-160</u>	18
3.3.2.4.	<u>Business Enterprises Owned by People With Disabilities (BEPD) MCC Sect. 2-92-586</u> 18	
3.3.3.	<u>Wages</u>	20
3.3.3.1.	<u>Living Wage Ordinance</u>	20
3.3.3.2.	<u>Prevailing Wage Rates</u>	21
3.3.4.	<u>Economic Disclosure Statement and Affidavit and Appendix A ("EDS")</u>	22
3.3.4.1.	<u>Business Relationships With Elected Officials MCC Sect. 2-156-030(b)</u>	22
3.3.4.2.	<u>Certifications Regarding Bribery, Debts, and Debarment Pursuant to MCC Sect. 1-23 and 720 ILCS 5/33E</u>	23
3.3.4.3.	<u>Federal Terrorist (No-Business) List</u>	24
3.3.4.4.	<u>Inspector General and Legislative Inspector General</u>	24
3.3.4.5.	<u>Governmental Ethics Ordinance 2-156</u>	24
3.3.5.	<u>Restrictions on Business Dealings</u>	25
3.3.5.1.	<u>Conflicts of Interest</u>	25
3.3.5.2.	<u>Prohibition on Certain Contributions, Mayoral Executive Order 2011-4</u>	25
3.3.6.	<u>Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380</u>	26
3.3.7.	<u>Other City Ordinances and Policies</u>	27
3.3.7.1.	<u>False Statements</u>	27
3.3.7.2.	<u>MacBride Principles Ordinance, MCC Sect. 2-92-580</u>	27
3.3.7.3.	<u>Shakman Accord</u>	28
3.3.8.	<u>Compliance with Environmental Laws and Related Matters</u>	29
3.3.8.1.	<u>Definitions</u>	29
3.3.8.2.	<u>Joint Ventures</u>	29
3.3.8.3.	<u>Compliance With Environmental Laws</u>	30
3.3.8.4.	<u>Costs</u>	30
3.3.8.5.	<u>Proof of Noncompliance; Authority; Cure</u>	30
3.3.8.6.	<u>Copies of Notices and Reports; Related Matters</u>	31
3.3.8.7.	<u>Requests for Documents and Information</u>	31
3.3.8.8.	<u>Environmental Claims and Related Matters</u>	31
3.3.8.9.	<u>Preference for Recycled Materials</u>	31
3.3.8.10.	<u>No Waste Disposal in Public Way MCC 11-4-1600(E)</u>	31
3.4.	<u>Contract Disputes</u>	32
3.4.1.	<u>Procedure for Bringing Disputes to the Department</u>	32
3.4.2.	<u>Procedure for Bringing Disputes before the CPO</u>	33
3.5.	<u>Events of Default and Termination</u>	33

3.5.1.	<u>Events of Default</u>	33
3.5.2.	<u>Cure or Default Notice</u>	34
3.5.3.	<u>Remedies</u>	35
3.5.4.	<u>Non-Exclusivity of Remedies</u>	35
3.5.5.	<u>City Reservation of Rights</u>	35
3.5.6.	<u>Early Termination</u>	36
3.6.	<u>Department-specific Requirements</u>	36
3.6.1.	<u>Department of Aviation Standard Requirements</u>	36
3.6.1.1.	<u>Confidentiality of Airport Security Data</u>	36
3.6.1.2.	<u>Aviation Security</u>	37
3.6.1.3.	<u>Airport Security Badges</u>	37
3.6.1.4.	<u>General Requirements Regarding Airport Operations</u>	38
3.6.1.4.1.	<u>Priority of Airport Operations</u>	38
3.6.1.4.2.	<u>Interruption of Airport Operations</u>	39
3.6.1.4.3.	<u>Safeguarding of Airport Property and Operations</u>	39
3.6.1.4.4.	<u>Work on the Airfield</u>	40
3.6.1.4.5.	<u>Parking Restrictions</u>	40
3.6.2.	<u>Department of Emergency Management and Communications (OEMC) Security Requirements</u>	41
3.6.2.1.	<u>Identification of Workers and Vehicles</u>	41
3.6.2.2.	<u>Access to Facilities</u>	41
3.6.2.3.	<u>Security Badges and Vehicle Permits</u>	42
3.6.2.4.	<u>Gates and Fences</u>	43
3.6.2.5.	<u>Hazardous or Illegal Materials</u>	43
3.6.3.	<u>Chicago Police Department Security Requirements</u>	44
3.6.4.	<u>Department of Water Management ("DOWM") Security Requirements</u>	44
3.6.4.1.	<u>Identification of Workers and Vehicles</u>	44
3.6.4.2.	<u>Access to Facilities</u>	44
3.6.4.3.	<u>Security Badges and Vehicle Permits</u>	45
3.6.4.4.	<u>Gates and Fences</u>	46
3.6.4.5.	<u>Hazardous or Illegal Materials</u>	47
Article 4.	<u>Special Conditions for Professional Services Contracts</u>	48
4.1.	<u>Providing Services</u>	48
4.2.	<u>Standard of Performance</u>	48
4.3.	<u>Deliverables</u>	49
4.4.	<u>Additional Services</u>	49
4.5.	<u>Timeliness of Performance</u>	49
4.6.	<u>Suspension</u>	50
4.7.	<u>Personnel</u>	50
4.7.1.	<u>Adequate Staffing</u>	50
4.7.2.	<u>Key Personnel</u>	50
4.7.3.	<u>Salaries and Wages</u>	51
4.8.	<u>Ownership of Documents</u>	51
4.9.	<u>Copyright Ownership and other Intellectual Property</u>	51
4.9.1.	<u>Patents</u>	52
4.9.2.	<u>Indemnity</u>	52
4.9.3.	<u>Limitation of Liability</u>	53

4.10. Suspension	53
4.11. Insurance	53
Article 5. Scope of Work and Detailed Specifications	54
5.1. Scope of Services	54
5.2. List of Key Personnel	54
5.3. Term of Performance	54
5.4. Payment	54
5.4.1. Basis of Payment	54
5.4.2. Method of Payment	54
5.5. Funding	54
5.6. Minority and Women's Business Enterprise Commitment	54
EXHIBIT 1: SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE	56
Key Personnel	56
EXHIBIT 2: SCHEDULE OF COMPENSATION	57
EXHIBIT 3: SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT AND SCHEDULES	58
EXHIBIT 4: ONLINE ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT	59
EXHIBIT 5: INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE	60

ARTICLE 1. INTRODUCTION

This Contract is entered into as of the _____ day of _____, _____ ("Effective Date") by and between _____, a _____ corporation ("Contractor"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of _____ ("City"), at Chicago, Illinois.

The Contractor warrants that it is ready, willing and able to perform as of the effective date of this Contract to the full satisfaction of the City.

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

ARTICLE 2. INCORPORATION OF EXHIBITS

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

- Exhibit 1: Scope of Services and Time Limits for Performance
 - Key Personnel
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Special Conditions Regarding M/WBE Commitment
 - Affidavit of Joint Venture
 - Schedule C1: Letter of Intent to Perform as Subcontractor, Supplier and/or Contractor
 - Schedule D1: Affidavit of MBE/WBE Goal Implementation Plan
- Exhibit 4: Economic Disclosure Statement and Affidavit
- Exhibit 5: Insurance Requirements and Evidence of Insurance

ARTICLE 3. STANDARD TERMS AND CONDITIONS

3.1. General Provisions

3.1.1. Definitions

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

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

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

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

"Bid" is an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept.

"Bidder" is a person, firm, or entity submitting a Bid in response to an invitation for bids. Once the Contract is awarded the Contractor shall assume that all references to a Bidder and such attendant obligations apply to the Contractor.

"Bid Opening Date" is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids.

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

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

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

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

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

"Commissioner" means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any

representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

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

"Contract" means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

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

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

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

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

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

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

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

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

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

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

3.1.2. Interpretation of Contract

3.1.2.1. Order of Precedence

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

- Addenda, if any
- Detailed Specifications / Scope
- Plans or drawings, if any
- Special Conditions
- Supplemental Special Conditions, if any
- Insurance Requirements
- MBE/WBE/DBE Special Conditions, if any
- Standard Terms and Conditions
- Invitation to bid and proposal pages

3.1.2.2. Interpretation and Rules

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

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

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

3.1.2.3. Severability

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

3.1.2.4. Entire Contract

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

3.1.3. Subcontracting and Assignment

3.1.3.1. No Assignment of Contract

Pursuant to 65 ILCS 8-10-14, Contractor may not assign this Contract without the prior written consent of the CPO. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO's discretion.

3.1.3.2. Subcontracts

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

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

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

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval.

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

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

3.1.3.4. City's Right to Assign

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

3.1.3.5. Assigns

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

3.1.4. Contract Governance

3.1.4.1. Governing Law and Jurisdiction

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

3.1.4.2. Consent to Service of Process

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

3.1.4.3. Cooperation by Parties and between Contractors

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

third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

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

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

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

3.1.4.4. No Third Party Beneficiaries

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

3.1.4.5. Independent Contractor

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

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

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

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.

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

3.1.4.6. Authority

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

3.1.4.7. Joint and Several Liability

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

3.1.4.8. Notices

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 403, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

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

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address listed on the Bid Documents' proposal page.

3.1.4.9. Amendments

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

3.1.4.10. No Waiver of Legal Rights

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any

extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

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

3.1.4.11. Non-appropriation of Funds

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

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

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

3.1.4.12. Participation By Other Government Agencies

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

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

Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

3.1.5. Confidentiality

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

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

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

3.1.6. Indemnity

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses (as defined below), including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute.

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

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

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

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

3.1.7. Contract Extension Option

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

3.2. Compensation Provisions

3.2.1. Ordering, Invoices, and Payment

3.2.1.1. Purchase Orders

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

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

3.2.1.2. Invoices

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the Proposal Pages of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

3.2.1.3. Centralized Invoice Processing

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

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

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

Invoices for the Department of Aviation:

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

OR

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

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

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

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s).

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

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

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

3.2.1.4. Payment

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

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

http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf. The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests

and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

3.2.1.5. Electronic Ordering and Invoices

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

3.2.1.6. City Right to Offset

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

3.2.1.7. Records

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

3.2.1.8. Audits

3.2.1.8.1. City's Right to Conduct Audits

The City may, in its sole discretion, audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or

services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

3.2.1.8.2. Recovery for Over-Billing

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

If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

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

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

3.2.2. Prompt Payment to Subcontractors

3.2.2.1. Incorporation of Prompt Payment Language in Subcontracts

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

3.2.2.2. Payment to Subcontractors Within Fourteen Days

The Contractor must make payment to its Subcontractors within 14 days of receipt of payment from the City for each invoice, but only if the Subcontractor has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment for a to a Subcontractor when the Subcontractor's work or materials do not comply with the requirements of the Contract Documents, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

3.2.2.3. Direct Payment to Subcontractors By City

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

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

3.2.3. Subcontractor Payment Reports

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

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

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

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

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

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

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within fourteen (14) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

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

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

For purpose of this provision, a general price reduction will mean any reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision.

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

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

3.3. Compliance With All Laws

3.3.1. General

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

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

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

3.3.2. Non-Discrimination

3.3.2.1. Federal Affirmative Action

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

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

3.3.2.2. Illinois Human Rights Act

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

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

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

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

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

3.3.2.4. Business Enterprises Owned by People With Disabilities (BEPD) MCC Sect. 2-92-586

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

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

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City deems appropriate.

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

"Business Enterprises owned by People with Disabilities" or "BEPD" has the same meaning ascribed to it in MCC Sect. 2-92-586.

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Construction project" has the same meaning ascribed to it in MCC Sect. 2-92-335.

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the City and whose costs is to be paid from funds belonging to or administered by the City.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

"Earned credit" means the amount of the bid incentive allocated to a contractor upon completion of a contract in which the contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.

"Earned credit certificate" means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a contractor has been awarded.

The CPO shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.

Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

<i>% of total dollar contract amount performed by BEPD</i>	<i>Bid incentive</i>
2 to 5%	½% of the contract base bid
6 to 10%	1% of the contract base bid
11% or more	2% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

As part of the contract close-out procedure, if the CPO determines that the Contractor has successfully met his or her BEPD utilization goals either as a prime contractor or with subcontractors, the CPO shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Contractor may apply the earned credit certificate on multiple future contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one contract award. If the Contractor applies the earned credit certificate on multiple contract bids and is the lowest responsive and responsible bidder on more than one contract bid, the earned credit certificate shall be applied to the contract bid first to be advertised by the Department of Procurement Services, or if multiple contract bids were advertised on the same date, the earned credit certificate shall be applied only to the contract bid with the greatest dollar value

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the CPO, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

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

3.3.3. Wages

3.3.3.1. Living Wage Ordinance

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

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the Contractor and/or any subcontractor or any other

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

As of July 1, 2011 the Base Wage is \$11.18. The current rate can be found on the Department of Procurement Services' website. Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

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

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

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

3.3.3.2. Prevailing Wage Rates

If this Contract calls for the construction of a "public work," within the meaning of Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"), the Act requires Contractors and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>. All Contractors and Subcontractors rendering services under a Contract for the construction of a public

work must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

If this Contract is federally funded, the Contractor will ensure that it and its Subcontractors comply with the applicable provisions of the Davis-Bacon Act (prevailing wages) Act, 40 U.S.C. sec 276, as amended, and the Copeland (anti-kickback) Act, 18 U.S.C., sec 874, and related regulations and pay such applicable prevailing wage rates. Please refer to: <http://www.wdol.gov/>

The term general prevailing hourly rate, when used in this requirement will mean the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.

As a condition of making payment to the Contractor, the City may require the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Illinois or federal law, as applicable.

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

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

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

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

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

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official of the city, 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 a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of MCC Sect. 2-156-030(b) by any elected official with respect to this contract will be grounds for termination of this contract. The term business relationship is defined as set forth in MCC Sect. 2-156-080.

Section 2-156-080 defines a business relationship as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the city; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A contractual or other private business dealing will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

3.3.4.2. Certifications Regarding Bribery, Debts, and Debarment Pursuant to MCC Sect. 1-23 and 720 ILCS 5/33E

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

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

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

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

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

3.3.4.3. Federal Terrorist (No-Business) List

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

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

3.3.4.4. Inspector General and Legislative 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 or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56 or 2-55, respectively. Contractor understands and will abide by all provisions of MCC Ch. 2-56 and 2-55.

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

3.3.4.5. Governmental Ethics Ordinance 2-156

Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any

person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

3.3.5. Restrictions on Business Dealings

3.3.5.1. Conflicts of Interest

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any enterprise which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest shall be employed. If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise.

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

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

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

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

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

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

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

complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

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

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

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

3.3.7. Other City Ordinances and Policies

3.3.7.1. False Statements

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

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

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

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

For those bidders who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (USDOT)

except to the extent Congress has directed that USDOT not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the DOT.

3.3.7.3. Shakman Accord

The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "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 Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

In the event of any communication to Contractor by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph(c) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract.

3.3.8. Compliance with Environmental Laws and Related Matters

3.3.8.1. Definitions

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

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

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

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

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

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

3.3.8.2. Joint Ventures

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

3.3.8.3. Compliance With Environmental Laws

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

3.3.8.4. Costs

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

3.3.8.5. Proof of Noncompliance; Authority; Cure

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

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

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

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

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

3.3.8.6. Copies of Notices and Reports; Related Matters

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

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

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

3.3.8.7. Requests for Documents and Information

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

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

3.3.8.8. Environmental Claims and Related Matters

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

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

3.3.8.9. Preference for Recycled Materials

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

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

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

7-28-390 Dumping on public way;

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

11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

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

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

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

3.4. Contract Disputes

3.4.1. 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:

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

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional

period, not to exceed 10 days, to render the (final decision). If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

3.4.2. Procedure for Bringing Disputes before the CPO

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

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

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

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, and on-line at:

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

3.5. Events of Default and Termination

3.5.1. Events of Default

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

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. Contractor's material failure to perform any of its obligations under this Contract including the following:
- C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
- D. Failure to have and maintain all professional licenses required by law to perform the Services;
- E. Failure to timely perform the Services;
- F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a

result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

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

3.5.2. Cure or Default Notice

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

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

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

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

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

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

3.5.3. Remedies

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

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

3.5.4. Non-Exclusivity of Remedies

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

3.5.5. City Reservation of Rights

If the CPO considers it to be in the City's best interests, the CPO may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in

no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

3.5.6. Early Termination

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

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

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

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

3.6. Department-specific Requirements

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

3.6.1. Department of Aviation Standard Requirements

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

3.6.1.1. Confidentiality of Airport Security Data

Contractor has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Contractor acknowledges that information provided to, generated by, or encountered by Contractor may include Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of

guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

3.6.1.2. Aviation Security

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

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

3.6.1.3. Airport Security Badges

As part of airport operations and security, the Contractor must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, drivers license and appropriate stickers). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed

approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

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

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

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

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

3.6.1.4. General Requirements Regarding Airport Operations

3.6.1.4.1. Priority of Airport Operations

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

The Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates, and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower(s). Use of the Airport for air transportation takes precedence over all of the Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the Airport which require that Contractor's work must be interrupted or moved from one part of the work site to another.

3.6.1.4.2. Interruption of Airport Operations

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

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

3.6.1.4.3. Safeguarding of Airport Property and Operations

The Contractor must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft,

threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

3.6.1.4.4. Work on the Airfield

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

For any work on the airfield, the Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size 2' x 3' for hand use, and one size 3' x 5'. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of the Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

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

3.6.1.4.5. Parking Restrictions

Prior to commencing work, the Contractor must provide the Deputy Commissioner in charge of the project with an estimate of the number of

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

**3.6.2. Department of Emergency Management and Communications (OEMC)
Security Requirements**

3.6.2.1. Identification of Workers and Vehicles

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

3.6.2.2. Access to Facilities

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

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

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

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

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

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

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

3.6.2.3. Security Badges and Vehicle Permits

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

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

- A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are

subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.

- C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

3.6.2.4. Gates and Fences

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

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

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

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

3.6.2.5. Hazardous or Illegal Materials

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

3.6.3. Chicago Police Department Security Requirements

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

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

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

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

3.6.4.1. Identification of Workers and Vehicles

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

3.6.4.2. Access to Facilities

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and

work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Contractor to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Contractor must:

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

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

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

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

3.6.4.3. Security Badges and Vehicle Permits

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

At the Commissioner's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Commissioner. Contractor must provide the City, at its request,

a copy of the employment history for each employee. Employment history is subject to audit by the City.

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

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

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

3.6.4.4. Gates and Fences

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

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

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

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

3.6.4.5. Hazardous or Illegal Materials

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

ARTICLE 4. SPECIAL CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS

4.1. Providing Services

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

If indicated in the Scope or Detailed Specifications, the Services will be determined on an as-needed basis and as described on a Task Order Services Request ("TOSR") (which process is described in the Scope or Detailed Specifications). Only if the Contractor has successfully been awarded a Task Order will it then receive a Purchase Order (a.k.a. purchase order release, blanket order release, or sub-order) authorizing the Contractor to perform Services. Purchase Orders will indicate the specification number, purchase order number, project description, milestones, deadlines, funding, and other such pertinent information.

4.2. Standard of Performance

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

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

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

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

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

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

4.3. Deliverables

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

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

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

4.4. Additional Services

Additional Services means those Services which are within the general scope of Services of this Contract, but beyond the description of services in the Detailed Specifications and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the Department require the approval by the City through a formal amendment pursuant to Section 1.4.9 of the Standard Terms and Conditions before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

4.5. Timeliness of Performance

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

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

4.6. Suspension

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

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

4.7. Personnel

4.7.1. Adequate Staffing

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

4.7.2. Key Personnel

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

Contractor's Key Personnel, if any, are identified in the Scope of Services / Detailed Specifications portion of this Contract.

4.7.3. Salaries and Wages

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

4.8. Ownership of Documents

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

4.9. Copyright Ownership and other Intellectual Property

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Contract are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq., and that the City will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement. To the extent that any Deliverable does not qualify as a "work made for hire", Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyright and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables

prepared for the City under this Contract and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Contractor. Contractor shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Contractor's direct involvement and consent.

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

4.9.1. Patents

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

4.9.2. Indemnity

Without limiting any of its other obligations under this Contract and in addition to any other obligations to indemnify under this Contract, Contractor must, upon request by the City, indemnify, save, and hold harmless the City, the Federal Government and their respective officers, agents, and employees acting within the scope of their original duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or

right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any Deliverables furnished under the Contract. The Contractor is not required to indemnify the City or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the City or Federal Government.

4.9.3. Limitation of Liability

Contractor will have no liability to the City for losses arising out of any use by or through the City of Deliverables prepared by Contractor pursuant to this Contract for any project or purpose other than the project or purpose for which they were prepared.

4.10. Suspension

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 Calendar Days prior written notice to Contractor or in the event of emergency, upon informal, oral, or even no notice. 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 Contract upon written notice by the CPO and such equitable extension of time as may be mutually agreed upon by the CPO and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions of this Contract.

4.11. Insurance

Contractor must provide and maintain at Contractor's own expense, during the term of this Contract and any time period following expiration if the Contractor is required to return and perform any of the work or services under this agreement, the insurance coverages and requirements specified in the **Insurance Requirements and Evidence of Insurance Exhibit** of this Contract, insuring all operations under this Contract.

ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

5.1. Scope of Services

This Contract is for _____.

More specifically, the Services that Consultant must provide are described in **Exhibit 1**, "Scope of Services and Time Limits for Performance."

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

5.2. List of Key Personnel

Key Personnel are (or are listed in) _____.

5.3. Term of Performance

This Agreement takes effect as of the Effective Date and continues, except as provided under the paragraph regarding "Contract Extension Option" or the section regarding "Events of Default and Termination" in the "Standard Terms and Conditions" above, until the later of (i) _____, as that date may be extended pursuant to "Contract Extension Option," or (ii) completion of the final task assigned before the date, if and as extended, in (i).

5.4. Payment

5.4.1. Basis of Payment

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

5.4.2. Method of Payment

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

5.5. Funding

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

5.6. Minority and Women's Business Enterprise Commitment

In the performance of this Contract, 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 as an exhibit to this Contract.

The contract-specific goals for this Contract are as follows:

MBE _____%, WBE _____%

Contractor's completed Schedules C-1 and D-1, evidencing its compliance with this requirement, are a part of this Contract, 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.

EXHIBIT 1: SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE

Placeholder Page

Key Personnel

EXHIBIT 2: SCHEDULE OF COMPENSATION

Placeholder Page

EXHIBIT 3: SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT AND SCHEDULES

Placeholder Page

EXHIBIT 4: ONLINE ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

Placeholder Page

EXHIBIT 5: INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

Placeholder Page

Healthy Chicago Telephone Survey for the
Chicago Department of Public Health
Professional Services Agreement
Specification No. 101355/Contract (PO) No: TBD