Agency Exhibits

- 1. City of Chicago
- 2. Cook County Active Employees
- 3. Chicago Transit Authority
- 4. Chicago Park District
- 5. Cook County Pension Fund
- 6. City Colleges of Chicago

Agency Exhibit

City of Chicago

Pharmacy Benefits for Group A

All Employees Other Than

Sworn Police Officers Below the Rank of Sergeant Represented by the FOP

PPO PRESCRIPTION DRUG PROGRAM

Administered by CVS Caremark

PPO PRESCRIPTION MEDICATIONS	YOU PAY
RETAIL - Short term medications If purchased at a participating retail pharmacy 34 day supply or 100 units whichever is less.	Generic \$10 copay Preferred formulary brand name \$30 copay Non-preferred brand name \$45 copay
RETAIL - Maintenance or long term medications The 4th fill and any additional refills 34 day supply or 100 units, whichever is less.	Generic \$20 copay Preferred formulary brand name \$60 copay Non-preferred brand name \$90 copay
MAIL ORDER - Long term medications for chronic conditions	Generic \$20 copay Preferred formulary brand name \$60 copay
90 day supply	
To get medications through the mail, send your doctor's prescriptions to:	
CVS Caremark P.O. Box 94467 Palatine, IL 60094-4467	
Call Caremark or visit its website for more information about mail order.	
Generic birth control Smoking Cessation medications	\$0 сорау

VALUE FORMULARY

Your plan has adopted the Value Formulary to encourage use of generics. Prescriptions not on the Value Formulary list will be denied coverage at the pharmacy and the pharmacist will then ask your physician to substitute a Value Formulary drug.

If your physician does not agree to change the prescription, your physician must request an exception from CVS Caremark by submitting clinical information for prior authorization. An approval or a denial will be faxed to your physician and mailed to your home address. Call CVS Caremark or visit the website for information about the prior authorization process and the list of Value Formulary drugs.

www.caremark.com 1-866-748-0028

Plan A effective 1/1/2018. This is a summary of benefits offered to City Employees (excluding Sworn Police Officers below the rank of Sergeant and Seasonal Employees). The Plan Document and subsequent updates always supersede this summary.

HMO PRESCRIPTION DRUG PROGRAM

Administered by Blue Cross Blue Shield of Illinois

HMO PRESCRIPTION MEDICATIONS	YOU PAY
RETAIL - Short term medications If purchased at a participating retail pharmacy 34 day supply or 100 units whichever is less	Generic \$10 copay Preferred brand name \$30 copay* Non-preferred brand name \$45 copay*
RETAIL - Maintenance or long term medications The 4th fill and any additional refills 34 day supply or 100 units, whichever is less.	Generic \$20 copay Preferred brand name \$60 copay* Non-preferred brand name \$90 copay*
 MAIL ORDER Long term and maintenance medications for chronic conditions 90 day supply To order medications through the mail, send your doctor's prescription to: Prime Mail P.O. Box 650041 Dallas, TX 75265-0041 Go to www.bcbsil.com/cityofchicago or call 1-877-357-7463 for more information about mail order. 	Generic \$20 copay Preferred brand name \$60 copay*
Oral Contraceptives (generic or brand)*	Generic \$0 copay Preferred brand \$30 copay Non-preferred brand \$45 copay
Smoking cessation medications	Certain generic medications \$0 copay

*If the member chooses brand when generic is available, member pays the cost difference between the brand and the generic drug PLUS the generic co-pay.

www.bcbsil.com/cityofchicago 1-877-357-7463

Plan A effective 1/1/2018. This is a summary of benefits offered to City Employees (excluding Sworn Police Officers below the rank of Sergeant and Seasonal Employees). The Plan Document and subsequent updates always supersede this summary.

Pharmacy Benefits for Group B

Sworn Police Officers Below the Rank of Sergeant Represented by the FOP

PPO PRESCRIPTION DRUG PROGRAM

Administered by CVS Caremark

PPO PRESCRIPTION MEDICATIONS	YOU PAY
RETAIL - Short term medications If purchased at a participating retail pharmacy 34 day supply or 100 units whichever is less.	Generic \$10 copay Preferred formulary brand name \$30 copay Non-preferred brand name \$45 copay
RETAIL - Maintenance or long term medications The 4th fill and any additional refills 34 day supply or 100 units, whichever is less.	Generic \$20 copay Preferred formulary brand name \$60 copay Non-preferred brand name \$90 copay
MAIL ORDER - Long term medications for chronic conditions	Generic \$20 copay Preferred formulary brand name \$60 copay
90 day supply	
To get medications through the mail, send your doctor's prescriptions to:	
CVS Caremark P.O. Box 94467 Palatine, IL 60094-4467	
Call Caremark or visit its website for more information about mail order.	
Generic birth control Smoking Cessation medications	\$0 сорау

VALUE FORMULARY

Your plan has adopted the Value Formulary to encourage use of generics. Prescriptions not on the Value Formulary list will be denied coverage at the pharmacy and the pharmacist will then ask your physician to substitute a Value Formulary drug.

If your physician does not agree to change the prescription, your physician must request an exception from CVS Caremark by submitting clinical information for prior authorization. An approval or a denial will be faxed to your physician and mailed to your home address. Contact CVS Caremark for information about the prior authorization process and the list of Value Formulary drugs.

www.caremark.com 1-866-748-0028

Plan B effective 1/1/2018. This is a summary of benefits offered to City of Chicago Sworn Police Officers below the rank of Sergeant represented by the Fraternal Order of Police. The Plan Document and subsequent updates always supersedes this summary.

HMO PRESCRIPTION DRUG PROGRAM

Administered by Blue Cross Blue Shield of Illinois

HMO PRESCRIPTION MEDICATIONS	YOU PAY
RETAIL - Short term medications If purchased at a participating retail pharmacy 34 day supply or 100 units whichever is less	Generic \$10 copay Preferred brand name \$30 copay* Non-preferred brand name \$45 copay*
RETAIL - Maintenance or long term medications The 4th fill and any additional refills 34 day supply or 100 units, whichever is less.	Generic \$20 copay Preferred brand name \$60 copay* Non-preferred brand name \$90 copay*
 MAIL ORDER Long term and maintenance medications for chronic conditions 90 day supply To order medications through the mail, send your doctor's prescription to: Prime Mail P.O. Box 650041 Dallas, TX 75265-0041 Go to www.bcbsil.com/cityofchicago or call 1-877-357-7463 for more information about mail order. 	Generic \$20 copay Preferred brand name \$60 copay*
Oral Contraceptives (generic or brand)*	Generic \$0 copay Preferred brand \$30 copay Non-preferred brand \$45 copay
Smoking cessation medications	Certain generic medications \$0 copay

*If the member chooses brand when generic is available, member pays the cost difference between the brand and the generic drug PLUS the generic co-pay.

www.bcbsil.com/cityofchicago 1-877-357-7463

Plan B effective 1/1/2018. This is a summary of benefits offered to City of Chicago Sworn Police Officers below the rank of Sergeant represented by the Fraternal Order of Police. The Plan Document and subsequent updates always supersedes this summary.

City of Chicago Pharmacy Benefits for Retirees

Medicare Supplement Plan (Informally Known as the Green Plan)

And

Non Medicare Plan (Informally Known as the Yellow Plan)

Prescription Drug Benefit	Coverage
Caremark Retail Pharmacy – up to a 30 day supply or 100 unit dose (whichever is less)	After you've met the separate \$100 annual prescription drug deductible (does not apply to Means Test Eligible Retirees**), for each prescription, you pay: • 20% of the contracted cost for generic drugs
	 20% of the contracted cost for formulary brand name drugs*** when no generic is available
	• 20% of the contracted cost plus \$15 for non-formulary brand name drugs**** when no generic is available
Mail Order Program - Up to a	For each prescription, you pay:
90 day supply	• \$29 for 2018 (\$7 for Means Test Eligible Retirees) for generic drugs
	• \$79 for 2018 (\$20 for Means Test Eligible Retirees) for formulary brand name drugs when no generic is available
	Note: non-formulary brand name medications are not available through the mail order program.
Restrictions: Why choose a generic?	If a brand name drug is dispensed when a generic alternative is available, you pay the difference in cost between the generic and the brand name as well as the generic co-payment. The Plan will not pay more than it would pay for the generic medication if you buy a brand name drug when a generic alternative is available.
Generic Step Therapy Program for generics available in the therapeutic class	If you elect to purchase a brand medication without trying an appropriate generic medication in the same therapeutic class, you will pay the full cost of the medication. If you try the generic medication and your physician finds that the generic medication is not effective in treating your condition, you will be able to receive the brand medication at the co-payment applicable to non-formulary or formulary drugs.
Specialty Medications	If you do not try the preferred medication for the therapeutic class, you will pay the full cost of the medication. If you try the preferred specialty medication and it is not effective in treating your condition, you will be able to receive a non- preferred formulary drug at retail.
Mandatory Mail Order	Requiring the use of mail order will reduce costs for the City and Retirees. After 2 fills of your generic or formulary brand medication at a retail pharmac , you will be required to use mail order for any additional fills through CVS Caremark in Mount Prospect, IL. If you do not use the mail order program for your 3rd or any subsequent fills, you will pay the full cost of the prescription. If your medication is non-formulary, however, you must continue to use the retail pharmacy.
Out-of-network pharmacy reimbursement	If you do not go to a network retail pharmacy, you pay the full amount when you pick up your prescription. You must then submit a receipt for reimbursement. The Plan will pay 60% of the Plan's cost, after you've met the deductible (if applicable). There is no formulary list if you go to an out-of-network pharmacy.

* **Medicare allowable charge –** the amount that Medicare determines a particular service or supply should cost. The Medicare Supplement Retiree Healthcare Plan bases payment on the Medicare allowable charge.

** Means test eligible retiree – generally, the combined household adjusted gross income, as reported to the Internal Revenue Service in the immediately preceding tax year, must be at or below 250% of federal poverty guidelines for your family size that year.

*** **Formulary brand name drugs –** a formulary drug is a brand name drug that has been designated as a preferred drug by CVS Caremark. The preferred drug list (formulary) may change periodically at the discretion of the pharmacy benefits manage .

**** **Non-formulary brand name drug –** a non-formulary brand name drug is a brand name drug that is not on the preferred list of formulary drugs.



BENEFITS SUMMARY RETIREE HEALTH PLAN For Retirees Who Retired Prior To 8/23/89 PRESCRIPTION DRUG COVERAGE Effective January 1, 2018

[†]The plan document defines and controls the terms of the benefits provide

Prescription Drug Benefit	Coverage
Caremark Retail Pharmacy – up to a 30 day supply or 100 unit dose (whichever is less)	After you've met the separate \$100 annual prescription drug deductible (does not apply to Means Test Eligible Retirees*), for each prescription, you pay:
	20% of the contracted cost for generic drugs
	• 20% of the contracted cost for formulary brand name drugs** when no generic is available
	• 20% of the contracted cost plus \$15 for non-formulary brand name drugs*** when no generic is available
Mail Order Program - Up to a	For each prescription, you pay:
90 day supply	\$29 for 2018 (\$7 for Means Test Eligible Retirees) for generic drugs
	• \$79 for 2018 (\$20 for Means Test Eligible Retirees) for formulary brand name drugs when no generic is available
	Note: non-formulary brand name medications are not available through the mail order program.
Restrictions:	If a brand name drug is dispensed when a generic alternative is available, you
Why choose a generic?	pay the difference in cost between the generic and the brand name as well as the generic copayment. The Plan will not pay more than it would pay for the generic medication if you buy a brand name drug when a generic alternative is available.
Generic Step Therapy Program for generics available in the therapeutic class	If you elect to purchase a brand medication without trying an appropriate generic medication in the same therapeutic class, you will pay the full cost of the medication. If you try the generic medication and your physician finds that the generic medication is not effective in treating your condition, you will be able to receive the brand medication at the copayment applicable to non-formulary or formulary drugs.
Specialty Medications	If you do not try the preferred medication for the therapeutic class, you will pay the full cost of the medication. If you try the preferred specialty medication and it is not effective in treating your condition, you will be able to receive a non-preferred formulary drug at retail.
Mandatory Mail Order	Requiring the use of mail order will reduce costs for the City and Retirees. After 2 fills of your generic or formulary brand medication at a retail pharmac , you will be required to use mail order for any additional fills through CVS-Caremark in Mount Prospect, IL. If you do not use the mail order program for your 3rd or any subsequent fills, you will pay the full cost of the prescription. If your medication is non-formulary, however, you must continue to use the retail pharmacy.
Out-of-network pharmacy reimbursement	If you do not go to a network retail pharmacy, you pay the full amount when you pick up your prescription. You must then submit a receipt for reimbursement. The Plan will pay 60% of the Plan's cost, after you've met the deductible (if applicable). There is no formulary list if you go to an out-of-network pharmacy.
	ly, the combined household adjusted gross income, as reported to the Internal Revenue Service in the be at or below 250% of federal poverty guidelines for your family size that year.
Formulary brand name drugs – a fo	rmulary drug is a brand name drug that has been designated as a preferred drug by CVS Caremark.

** **Formulary brand name drugs –** a formulary drug is a brand name drug that has been designated as a preferred drug by CVS Caremark. The preferred drug list (formulary) may change periodically at the discretion of the pharmacy benefits manage.

*** Non-formulary brand name drug – a non-formulary brand name drug is a brand name drug that is not on the preferred list of formulary drugs.

City of Chicago

Economic Disclosure Statement (EDS)

And

Documents for Compliance with

Minority Business Enterprise / Women Business Enterprise Requirements (MBE / WBE Requirements)

Below is a link to the City's website where you can obtain the required forms.

https://www.cityofchicago.org/city/en/depts/dps/provdrs/contract/svcs/forms and standarda greements.html

MBE / WBE

At the link above you will see groups of links under the headings "Schedule Ds" and "Schedule Cs". Under the Schedule Ds heading choose Schedule D-1 MBE/WBE Utilization Non-Construction.

Under Schedules C's you will be selecting a Schedule C-1. There are two; choose the one entitled MBE/WBE Letter of Intent to Perform as a Sub. Supplier, Consultant.

You also have the ability to request a temporary waiver if you have difficulty securing MBE/WBE vendors. You will see that document on the screen as well.

Complete the documents and submit them with your RFP response.

EDS

At this same link locate the search window near the upper right corner. Search on the term **Economic Disclosure** to be provided access to the page with EDS Instructions, EDS forms and EDS rules. From that page you will also have the ability to complete the EDS application online, and print it for submission with your RFP response. The order of the links changes from time to time as does the title of the link, but it is usually the very first link, and is generally entitled City of Chicago: Economic Disclosure, Affidavit, Online EDS.

City of Chicago

Agency Exhibit – Insurance Requirements

(These requirements are to be reflected in the contract, typically exhibit 5 to the standard City contract)

INSURANCE REQUIREMENTS Chicago Benefits Office Prescription Drugs Agreement

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

A. INSURANCE REQUIRED FROM CONTRACTOR

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

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than <u>\$100,000</u> each accident; <u>\$100,000</u> disease-policy limit and <u>\$100,000</u> disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

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

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

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

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

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

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

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Contractor with limits of not less than <u>\$1,000,000</u> per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether

owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insureds on a primary, non-contributory basis.

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

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than <u>\$10,000,000</u> per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

5) <u>Professional/Pharmacists Liability</u>

When any, Pharmaceutical Services or other professional services are performed in connection with this Agreement, Professional/Pharmacists Liability Insurance covering acts, errors, or omissions relating to the dispensing of drugs or pharmacy activities with limits of not less than <u>\$10,000,000</u>. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work or services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

6) Blanket Crime

Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor at any given time under this Agreement.

7) <u>Cyber Liability</u>

Cyber Liability Insurance must be maintained with limits of mot less than <u>\$5,000,000</u> for each occurrence or claim. Coverage must include but not be limited to network security and privacy liability including computer or network system attacks (liability arising from the loss or disclosure of confidential information), privacy breach response coverage and costs, regulatory liability including fines and penalties, denial or loss of service, introduction, implantation and/or spread of malicious software code, unauthorized access to or use of computer systems, theft of data, and no exclusion/restriction for unencrypted portable devices/media may be on the policy. The City must be named as an additional insured and if policy contains an insured vs insured exclusion, the exclusion must be amended and not be applicable to the City.

(If applicable) B. INSURANCE COVERAGE TO BE MAINTAINED BY RETAIL PHARMACIES

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

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than <u>\$100,000</u> each accident; <u>\$100,000</u> disease-policy limit and <u>\$100,000</u> disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

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

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

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than <u>\$5,000,000</u> per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

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

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

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

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

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

4) Professional/Pharmacists Liability

When any Pharmaceutical Services or other professional services are performed in connection with this Agreement, Professional/Pharmacists Liability Insurance covering acts, errors, or omissions relating to the dispensing of drugs or pharmacy activities with limits of not less than <u>\$5,000,000</u>. When policies are renewed or replaced, the policy

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

C. Additional Requirements

Evidence of Insurance. Contractor must furnish the City of Chicago, Benefits Management Room 400, 333 South State Street, Chicago, IL. 60604, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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

<u>Notice of Material Change, Cancellation or Non-Renewal</u>. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

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

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

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

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

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

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

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

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

<u>Other Insurance obtained by Contractor</u>. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

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

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

City of Chicago Agency Exhibit – Standard City PBM Contract

(Proposer must specify any and all exceptions otherwise proposer is proposing to accept these contractual terms. "Need to discuss" or stating a general objection does not constitute specifying an exception.)

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF CHICAGO

AND



PHARMACY BENEFIT MANAGEMENT AGREEMENT

RAHM EMANUEL MAYOR

PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

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

TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

1.1 Definitions

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

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

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

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

"Department" means the City Department of Finance.

"**Participant**" means an individual identified by the City to be eligible for prescription drug benefits under the Plan as set forth in the City's eligibility file or otherwise communicated by the City in a format acceptable to Contractor.

"**Plan**" means the preferred provider organization (PPO) medical care plans sponsored by the City for the benefit of employees, as amended or restated from time to time at the direction of the City, whether pursuant to collective bargaining agreements or in accordance with any statute, law ordinance, or otherwise.

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

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

1.2 Interpretation

(a) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

(b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

(e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

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

1.3 Incorporation of Exhibits

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

Exhibit 1	Scope of Services and Time Limits for Performance
Exhibit 2	Schedule of Compensation
Exhibit 3	Special Conditions for Minority Business
	Enterprises and Women's Business Enterprises,
	including Schedules C-1 and D-1
Exhibit 4	Economic Disclosure Statement and Affidavit
Exhibit 5	Insurance Requirements and Certificates of
	Insurance
Exhibit 6	Business Associate Agreement
Exhibit 7	List of Key Personnel

ARTICLE 2. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

2.1 Scope of Services

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

performance set forth in Section 2.3. The Services that Contractor must provide are described in <u>Exhibit 1</u>, Scope of Services and Time Limits for Performance.

2.2 Deliverables

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

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the Deliverables are intended. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If there is such a failure, and Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 8.1.

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

2.3 Standard of Performance

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

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

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

2.4 Personnel

(a) Adequate Staffing

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

(b) Key Personnel

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

(c) Salaries and Wages

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 2.4(c) is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

2.5 Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, 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 City and the Special Conditions Regarding MBE/WBE Commitment set forth in <u>Exhibit 3</u>. Contractor's completed Schedules C-1 and D-1 in <u>Exhibit 3</u>, evidencing its compliance with this requirement, are a part of this Agreement,

upon acceptance by the City. 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.

2.6 Insurance

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

2.7 Indemnification

(a) Contractor must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

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

(ii) any infringement or violation of any property right (including any patent, trademark or copyright);

(iii) Contractor's failure to perform or cause to be performed Contractor's promises and obligations as and when required under this Agreement, including Contractor's failure to perform its obligations to any Subcontractor;

(iv) the City's exercise of its rights and remedies under Section 8.2 of this Agreement; and

(v) injuries to or death of any employee of Contractor or any Subcontractor under any workers' compensation statute.

(b) "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Contractor's breach of this Agreement or to Contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.

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

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

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

2.8 Ownership of Documents

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

2.9 Copyright Ownership

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Contractor further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Contractor warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

2.10 Records and Audits

(a) **Records**

(i) Contractor must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. If Contractor fails to make such delivery upon demand, then Contractor must pay to the City any damages the City may sustain by reason of Contractor's failure.

(ii) Contractor must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period that is the longer of (A) five years after the final payment made in connection with this Agreement (or, six years after the final payment made in connection with this Agreement (or, six years after the final payment made in connection with this Agreement (or, six years after the final payment made in connection with this Agreement (or, six years after the final payment made in connection with this Agreement (or, six years after the final payment made in connection with this Agreement (or, six years after the final payment made in connection with this Agreement, with respect to any records that are required to be maintained pursuant to the Contractor's obligations under Exhibit 6 and the regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), specifically 45 C.F.R. § 164.530(j)), or (B) as directed by the Local Records Act (50 ILCS 205) and relevant records retention schedule. Contractor must not dispose of such records following the expiration of the relevant period without notification of and written approval from the City in accordance with Article 10.

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

(b) Audits

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

(ii) To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Contractor must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

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

(v) The City may in its sole discretion audit the records of Contractor or its

(vi) Subcontractors, or both, at any time during the term of this Agreement or within six years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

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

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

2.11 Confidentiality

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

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

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

(d) <u>HIPAA, HITECH, and AIDS Confidentiality Act.</u> To the extent not defined herein, the capitalized terms below and in <u>Exhibit 6</u> will have the same meaning as set forth in the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act and their implementing regulations (collectively "HIPAA"). See 45 CFR parts 160, 162 and 164. Contractor and all its Subcontractors must comply with HIPAA and all rules and regulations applicable to it or them. Contractor must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Contractor fails to comply with the applicable provisions under HIPAA or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

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

2.12 Assignments and Subcontracts

(a) Contractor must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the Mayor and the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no

effect as to the Services or this Agreement. No approvals given by the Mayor, including approvals for the use of any Subcontractors, operate to relieve Contractor of any of its obligations or liabilities under this Agreement.

(b) All Subcontractors are subject to the prior approval of the Mayor. Approval for the use of any Subcontractor in performance of the Services is conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to perform the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Contractor personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement.

(c) Contractor, upon entering into any agreement with a Subcontractor, must furnish upon request of the Department a copy of its agreement. Contractor must ensure that all subcontracts contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this Agreement and are subject to the approval of the Department and the Mayor. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

(d) Contractor must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Mayor. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Contractor under this Agreement, without such prior written approval, has no effect upon the City.

(e) Under §2-92-245 of the Municipal Code, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Contractor that amount directly. Such payment by the City to Contractor's Subcontractor under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

(f) The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

ARTICLE 3. DURATION OF AGREEMENT

3.1 Term of Performance

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

3.2 Timeliness of Performance

(a) Contractor must provide the Services and Deliverables within the time limits required under any request for services pursuant to the provisions of Section 2.1 and <u>Exhibit 1.</u> Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the required time limits may result in economic or other losses to the City.

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

3.3 Agreement Extension Option

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

ARTICLE 4. COMPENSATION

4.1 Basis of Payment

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

4.2 Invoicing

Contractor shall invoice in accordance with the following schedule:

(a) Claims. Contractor shall issue City an invoice for prescription Claims two times monthly.

(b) Service Fees. Contractor shall issue City an invoice for all other services two times monthly.

The invoices must be in such detail as the City requests. City shall pay Contractor all invoiced amounts for Claims and service fees within 30 days after City receives an invoice (including all supporting documentation reasonably requested by City) from Contractor except for those amounts that are disputed in good faith, provided that Contractor is notified of the dispute and City has provided a detailed description justifying the dispute. Contractor and City agree to actively work to resolve any dispute as outlined herein.

4.3 Funding

The source(s) of funds for payments under this Agreement is/are Fund number(s) _____. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

4.4 Non-Appropriation

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

ARTICLE 5. DISPUTES

(a) Notice and Satisfaction

Unless specifically stated otherwise in this Agreement, the City and the Contractor agree to give one another written notice of any complaint or concern the other party may have about the performance of obligations under this Agreement, and to allow the notified party ninety (90) days in which to make necessary adjustments or corrections to satisfy the complaint or concern prior to taking any further action with regard to such. This process shall include participation by executives of both parties in good faith discussions to resolve such complaint or concern, including but not limited to in-person meetings, before any further action is taken.

(b) Disputes

Any dispute arising out of or relating to this Agreement that is not resolved pursuant to Section 5(a) above, shall be resolved in accordance with the procedures specified in Sections 5(b)-(e), which shall be the sole and exclusive procedures for the resolution of any such disputes. Notwithstanding the preceding, the parties do not waive their right to bring suit in court as set forth below if a dispute cannot be resolved by the means set forth here. All negotiations pursuant to this Article 5 are confidential, except to the extent disclosure is required by law, and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

Contractor must meet with representatives of the City whenever necessary to promptly resolve any problems that occur relating to the administration or performance of the Agreement. The parties will exercise commercially reasonable efforts to resolve in good faith any such problems. All reasonable requests for information not otherwise inconsistent with the terms of this Agreement and made by one party to the other in the course of attempting to resolve disputes will be honored.

(c) Mediation

To the extent any dispute described in Sections 5(a) or (b) above cannot be resolved pursuant to Section 5(a), the parties agree to participate in good faith in non-binding mediation before any further action is taken. The parties agree to mediate within a time period that is reasonable under the facts and circumstances of the dispute. Each party will name at least two and no more than three potential mediators (complete with resume) who are located in Chicago, Illinois. If the parties cannot mutually agree on a single mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The parties then shall select a name by coin toss. The cost of the mediator shall be divided evenly by the parties whether or not the mediation results in resolution of the matters in controversy. Executives with resolution authority agree to participate in good faith in any such mediation.

(d) Optional Arbitration

To the extent the parties are unable to resolve a dispute under the mediation process described in Section 5(c) above, and only if both parties agree, the dispute will be submitted to binding arbitration in Illinois. If binding arbitration is agreed upon by both parties, the parties agree to submit the dispute to the American Arbitration Association ("AAA"). The parties shall agree on the arbitrator to hear the dispute in accordance with the AAA rules no later than 10 business days from the date on which binding arbitration is agreed to. If the parties cannot agree on the arbitrator within the specified time period, then the AAA shall select an arbitrator as soon as possible in accordance with the AAA's procedures for selection of arbitrators. The parties will seek to have the arbitrator submit a decision within 30 days after the arbitration expenses will be shared by the parties. Arbitration proceedings will be governed by the rules of the AAA then in effect. All other expenses (legal, incidental, etc.) shall be borne by the losing party or, if both parties prevail, be apportioned by the arbitrator to each party.

(e) Exhaustion of Mandatory Dispute Resolution Provisions

If the parties have exhausted the mandatory dispute resolution provisions described in this Article 5, and do not mutually agree to pursue binding arbitration, and a dispute still remains between them, either party may pursue any remedy in a court of competent jurisdiction in Cook County, Illinois.

ARTICLE 6. COMPLIANCE WITH ALL LAWS

6.1 Compliance with All Laws Generally

(a) Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 6, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as <u>Exhibit 4</u>.
Notwithstanding acceptance by the City of the EDS, Contractor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate. Contractor agrees that Contractor's failure to maintain current throughout the term and any extensions of the term, the disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, shall constitute an event of default.

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

6.2 Nondiscrimination

(a) **Contractor**

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

(i) Federal Requirements

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

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

(ii) State Requirements

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

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) Subcontractors

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

6.3 Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Legislative Inspector General or the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to Chapters 2-55 or 2-56, respectively, of the Municipal Code. Contractor understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

6.4 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with §2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.4 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

6.5 Business Relationships with Elected Officials

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

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

6.6 Wages

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

(a) Minimum Wage, Mayoral Executive Order 2014-1

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

Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. As of July 1, 2016, the Minimum Wage to be paid pursuant to the Order is \$13.15 per hour. The Minimum Wage must be paid to:

- All employees regularly performing work on City property or at a City jobsite.
- All employees whose regular work entails performing a service for the City under a City contract.

The hourly wage specified by the Executive Order shall increase every July 1 in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made.

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

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

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

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

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

(b) Chicago "Living Wage" Ordinance

(i) §2-92-610 of the Municipal Code 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 §2-92-610 and regulations promulgated under it:

- (A) If Contractor has 25 or more full-time employees, and
- (B) If at any time during the performance of this Agreement, 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

(C) Contractor must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(ii) Contractor's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(i) above are met, and will continue until the end of the term of this Agreement.

(iii) As of July 1, 2016, the Base Wage is \$12.15 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four 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 divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, 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 Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(iv) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the City demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

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

6.7 Environmental Warranties and Representations

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

7-28-390 Dumping on public way;7-28-440 Dumping on real estate without permit;11-4-1410 Disposal in waters prohibited;

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

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

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

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

6.8 **Prohibition on Certain Contributions**

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

6.9 Firms Owned or Operated by Individuals with Disabilities

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

6.10 Ineligibility to do Business with City.

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

6.11 Duty to Report Corrupt or Unlawful Activity

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

6.12 Deemed Inclusion

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

ARTICLE 7. SPECIAL CONDITIONS

7.1 Warranties and Representations

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

(a) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;

(b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(c) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

(d) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the City to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City ;

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 8.2 and 8.3 of this Agreement; and

(h) warrants and represents that neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

7.2 Ethics

(a) In addition to the foregoing warranties and representations, Contractor warrants:

(i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code .

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

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

7.3 Joint and Several Liability

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

7.4 **Business Documents**

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

7.5 Conflicts of Interest

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

(b) Contractor represents that it, and to the best of its knowledge, its Subcontractors if any (Contractor and Subcontractors will be collectively referred to in this Section 7.5 as "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

(c) Upon the request of the City, Consulting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Consulting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Consulting Parties' past or present clients. If Consulting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

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

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

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with

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

7.6 Non-Liability of Public Officials

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

7.7 EDS / Certification Regarding Suspension and Debarment

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

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

8.1 Events of Default Defined

The following constitute events of default:

(a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

(b) Contractor's material failure to perform any of its obligations under this Agreement including the following:

(i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;

(ii) Failure to have and maintain all professional licenses required by law to perform the Services;

(iii) Failure to timely perform the Services;

(iv) Failure to perform the Services in a manner reasonably satisfactory to the City or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(v) 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;

(vi) Discontinuance of the Services for reasons within Contractor's reasonable control;

(vii) Failure to comply with Section 6.1 in the performance of the Agreement;

(viii) Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate;

(ix) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination; and

default.

(x) Any other acts specifically stated in this Agreement as constituting an act of

(c) Any change in ownership or control of Contractor without the prior written approval of the City (when such prior approval is permissible by law), which approval the City will not unreasonably withhold.

(d) Contractor's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Contractor acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

(e) Contractor's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the City, it indicates a willful or reckless disregard for City laws and regulations.

8.2 Remedies

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

The City will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the City gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the City decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The City may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to

terminate is given as provided in this Section 8.2 and Article 10, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

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

(i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Contractor under this Section 8.2;

(ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;

(iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

(iv) The right to money damages;

(v) The right to withhold all or any part of Contractor's compensation under this Agreement;

(vi) The right to deem Contractor non-responsible in future contracts to be awarded by the City;

(vii) The right to declare default on any other contract or agreement Contractor may have with the City.

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

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

8.3 Early Termination

(a) In addition to termination under Sections 8.1 and 8.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Contractor. The City will give notice to Contractor in accordance with the provisions of Article 10. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 10 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 4, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 5 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

(c) Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Contractor or the City.

(d) If the City's election to terminate this Agreement for default under Sections 8.1 and 8.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 8.3.

8.4 Suspension

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

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

8.5 Right to Offset

(a) In connection with Contractor's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:

(i) if the City terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;

(ii) if the City exercises any of its remedies under Section 8.2 of this Agreement;

(iii) if the City has any credits due or has made any overpayments under this Agreement.

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

(b) As provided under §2-92-380 of the Municipal Code, the City may set off from Contractor's compensation under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation complaint* and the amount of any *debt* owed by Contractor to the City as those italicized terms are defined in the Municipal Code.

(c) In connection with any liquidated or unliquidated claims against Contractor, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Contractor unrelated to this Agreement. When the City's claims against Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Contractor to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

ARTICLE 9. GENERAL CONDITIONS

9.1 Entire Agreement

(a) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements,

considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

(b) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) No Omissions

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

9.2 Counterparts

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

9.3 Amendments

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

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

9.4 Governing Law and Jurisdiction

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

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

9.5 Severability

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

9.6 Assigns

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

9.7 Cooperation

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to ensure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration. Following termination or expiration of this Agreement, rights and obligations that by their nature should survive or which this Agreement expressly states will survive will remain in full force and effect.

9.8 Waiver

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

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

9.9 Independent Contractor

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

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

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

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

(iv) In the event of any communication to Contractor by a City employee or City official in violation of Section (ii) above, or advocating a violation of Section (iii) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Contractor will also cooperate with any inquiries by OIG Hiring Oversight related to the contract.

(c) 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.

ARTICLE 10. NOTICES

Notices provided for in this Agreement, unless provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:

	Department of Finance	
	Room 700, City Hall	
	121 North LaSalle Street	
	Chicago, Illinois 60602	
	Attention: City Comptroller	
With Copies to:	Department of Law	
-	Room 600, City Hall	
	121 North LaSalle Street	
	Chicago, Illinois 60602	
	Attention: Corporation Counsel	
If to Contractor:		
	Attention:	

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail are considered received three days after mailing in accordance with this Article 10. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 11. AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

[Signature Pages, Exhibits and Schedules follow.]

SIGNATURE PAGE(S)

SIGNED at Chicago, Illinois:

CITY OF CHICAGO

By: <u>Mayor</u>
CONTRACTOR¹
By: _____

Attest:

¹ If Contractor is a joint venture or other legal entity for which this signature format is inappropriate, please substitute an appropriate signature page with appropriate attestation and notarization.

EXHIBIT 1 SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE

EXHIBIT 2 SCHEDULE OF COMPENSATION

EXHIBIT 3 SPECIAL CONDITIONS FOR MINORITY BUSINESS ENTERPRISES AND WOMEN'S BUSINESS ENTERPRISES, INCLUDING SCHEDULES C-1 AND D-1

EXHIBIT 4 ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

EXHIBIT 5 INSURANCE REQUIREMENTS AND CERTIFICATES OF INSURANCE

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

A. INSURANCE REQUIRED FROM CONTRACTOR

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

Workers Compensation Insurance must be maintained 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 $\underline{\$}$ each accident, $\underline{\$}$ disease-policy limit, and $\underline{\$}$ disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

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

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

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

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

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

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

When any motor vehicles (owned, non-owned, and hired) are used in connection with the Services, Automobile Liability Insurance must be maintained by the Contractor with limits of not less than <u>\$</u> per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned, or hired used in the performance of the Services. The City is to be added as an additional insured on a primary, non-contributory basis.

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

4) <u>Excess/Umbrella</u>

Excess/Umbrella Liability Insurance must be maintained with limits of not less than <u>\$10,000,000</u> per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must

provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The excess/umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

5) <u>Professional/Pharmacists Liability</u>

When any, pharmaceutical services or other professional services are performed in connection with this Agreement, Professional/Pharmacists Liability Insurance must be maintained covering acts, errors, or omissions relating to the dispensing of drugs or pharmacy activities with limits of not less than <u>\$_____</u>. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of the Services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

6) <u>Blanket Crime</u>

Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor at any given time under this Agreement.

7) <u>Cyber Liability</u>

Cyber Liability Insurance must be maintained with limits of not less than <u>\$</u> for each occurrence or claim. Coverage must include but not be limited to network security and privacy liability including computer or network system attacks (liability arising from the loss or disclosure of confidential information), privacy breach response coverage and costs, regulatory liability including fines and penalties, denial or loss of service, introduction, implantation and/or spread of malicious software code, unauthorized access to or use of computer systems, theft of data, and no exclusion/restriction for unencrypted portable devices/media may be on the policy. The City must be named as an additional insured and if policy contains an insured vs insured exclusion, the exclusion must be amended and not be applicable to the City.

B. INSURANCE COVERAGE TO BE MAINTAINED BY RETAIL PHARMACIES

1) <u>Workers Compensation and Employers Liability (Primary and Umbrella)</u>

Workers Compensation Insurance must be maintained 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 $\underline{\$}$ each accident, $\underline{\$}$ disease-policy limit and $\underline{\$}$ disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

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

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

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than <u>\$</u>_______per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not be limited to, the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City must be provided additional insured status with respect to liability arising out of Contractor's performance of Services on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

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

When any motor vehicles (owned, non-owned, and hired) are used in connection with the Services, Automobile Liability Insurance must be maintained by the Contractor with limits of not less than $\underline{\$}$ per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the Services. The City is to be added as an additional insureds on a primary, non-contributory basis.

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

4) <u>Professional/Pharmacists Liability</u>

When any pharmaceutical services or other professional services are performed in connection with this Agreement, Professional/Pharmacists Liability Insurance must be maintained covering acts, errors, or omissions relating to the dispensing of drugs or pharmacy activities with limits of not less than <u>\$_____</u>. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of performance of the Services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

C. Additional Requirements

1) Evidence of Insurance.

Contractor must furnish the City of Chicago, Chicago Benefits Office, Room 400, 333 South State Street, Chicago, IL. 60604, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor against liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

2) Failure to Maintain Insurance.

Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor 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.

3) Notice of Material Change, Cancellation or Non-Renewal.

Contractor must provide 60 days' prior written notice to the City in the event coverage is substantially changed, canceled, or non-renewed, and ten days' prior written notice for non-payment of premium.

4) Deductibles and Self-Insured Retentions.

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

5) Waiver of Subrogation.

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

6) Contractors Insurance Primary.

All insurance required of Contractor under this Agreement shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

7) No Limitation as to Contractor's Liabilities.

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

8) No Contribution by City.

Any insurance or self-insurance programs maintained by the City do not contribute to insurance provided by Contractor under this Agreement.

9) Insurance not Limited by Indemnification.

The insurance required to be carried under this Exhibit 5 is not limited by any limitations expressed in Section 2.7 of the Agreement or any other limitation placed on indemnification under this Agreement given as a matter of law.

10) Insurance and Limits Maintained.

If Contractor maintains higher limits and/or broader coverage than the minimums set forth in this Exhibit 5, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

11) Joint Venture or Limited Liability Company.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

12) Other Insurance obtained by Contractor.

If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost of such coverage.

13) Insurance required of Subcontractors.

Contractor shall name any Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Workers Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A. above, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A. above,

Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility under this Agreement.

14) City's Right to Modify.

Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements. Any agreed to changes will be reflected in a signed amendment to this Agreement.

EXHIBIT 6 BUSINESS ASSOCIATE AGREEMENT

The City of Chicago ("City") and ______ ("Business Associate") agree to the following terms and conditions, which are intended to comply with the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations:

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, which is part of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder, including the privacy, security, breach, omnibus, and enforcement rules, as each may be amended from time to time (collectively, "HIPAA"). See 45 CFR parts 160 and 164.

Specifically, the following terms used in the Business Associate Agreement shall have the same meaning as in HIPAA: Breach, Business Associate, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Financial Remuneration, Fundraising, Health Care Operations, Individual, Marketing, Minimum Necessary, Notice of Privacy Practices, Protected Health Information ("PHI"), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. The term "Breach" has the meaning as set forth in HIPAA when capitalized below, but has the ordinary dictionary meaning when not capitalized below.

For purposes of this Business Associate Agreement, the term "Protected Health Information" or "PHI" includes electronic PHI, also known as ePHI.

1. Interpretation of this Business Associate Agreement. A reference in this Business Associate Agreement to HIPAA means the section in effect or as amended. If there is a dispute as to whether Business Associate is, in fact, a Business Associate, the Business Associate must provide a legal memorandum to the City indicating why the Business Associate does not fall under the definition of Business Associate in HIPAA. If the City disagrees with the legal memorandum regarding the Business Associate's conclusion that Business Associate is not a Business Associate, the City may choose to report a Breach to the Secretary or take other measures as deemed necessary to ensure the City's compliance with HIPAA. Any ambiguity or inconsistency in this Business Associate Agreement shall be resolved in favor of a meaning that permits City to comply with HIPAA.

2. <u>Amendment of this Business Associate Agreement</u>. The parties hereto agree to negotiate in good faith to amend this Agreement from time to time as is necessary for City to comply with the requirements of HIPAA and for Business Associate to provide services to City. However, no change, amendment, or modification of this Agreement shall be valid unless it is set forth in writing and signed by both parties.

3. <u>Designation of HIPAA Officer(s)</u>. Business Associate agrees to designate, in writing, a HIPAA Privacy and Security Officer(s) who will communicate with the City's HIPAA Privacy and Security Officers for purposes of this Agreement. Business Associate agrees to notify the City's

HIPAA Privacy and Security Officers of such designation and the contact information of such officer(s):

[Insert Name]	[Insert Name]
HIPAA Privacy Officer	HIPAA Security Officer
312-747-9698	312-744-1345
hipaaprivacyofficer@cityofchicago.org	hipaasecurityofficer@cityofchicago.org

4. <u>Uses and Disclosures of PHI</u>. Business Associate must not use or further disclose Protected Health Information ("PHI") other than as permitted or required by this Agreement, as necessary to perform the services in this Agreement, or as Required By Law.

a. Business Associate will not sell PHI or use or disclose PHI for the purposes of marketing or fundraising.

b. Business Associate shall not directly or indirectly receive financial remuneration in exchange for any PHI of an individual or in exchange for making communications regarding treatment or health care operations purposes, unless otherwise allowed in this Agreement.

- c. If Business Associate is authorized to use PHI to provide the City with de-identified information, Business Associate is not permitted to use or disclose the de-identified information for purposes other than those specified in the Agreement.
- d. Business Associate may use PHI to provide data aggregation services to the City, relating to the health care operations of the City.
- e. Business Associate may use and disclose PHI received by the Business Associate in its capacity as a Business Associate to the City, if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, as to any such disclosure, the following requirements are met:
 - i. The disclosure is required by law; or
 - ii. The Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been the subject of a Breach.
- f. Except as otherwise limited in this Agreement, Business Associate may use and disclose PHI obtained from or on behalf of the City to perform functions, activities, or services for, or on behalf of, the City as specified in the Agreement, provided that such use or disclosure would not violate HIPAA if done by the City.

5. <u>Minimum Necessary</u>. Business Associate shall use, disclose, or request only the minimum necessary PHI necessary to accomplish the intended purpose of the use, disclosure, or request. Business Associate represents that the PHI used, disclosed, or requested by Business Associate is the minimum necessary to carry out purposes of the Agreement. Prior to any use or disclosure, Business Associate shall determine whether a limited data set would be sufficient for these purposes.

6. <u>Safeguards of PHI</u>. Business Associate must use appropriate safeguards with respect to PHI that it creates, receives, maintains, or transmits on behalf of the City to prevent the use or disclosure of PHI other than as provided for in this Agreement. The safeguards must reasonably protect PHI from any intentional or unintentional use or disclosure in violation of HIPAA privacy regulations (45 CFR Part 164, subpart E) and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. The safeguards must also reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that Business Associate creates, receives, maintains, or transmits on the City's behalf as required by the HIPAA security regulations (45 CFR Part 164, subpart C). Where applicable, Business Associate must comply with the HIPAA security regulations (45 CFR Part 164, subpart C). Where applicable, Business Associate must comply with the HIPAA security regulations (45 CFR Part 164, subpart C) with respect to electronic protected health information, to prevent the use or disclosure other than as provided for by this Agreement. Where feasible, PHI will not leave the City's facilities and will be accessed under the supervision of City employees.

7. <u>Applicability of Business Associate Agreement to Subcontractors and Agents.</u> Business Associate must ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information, by entering into a contract or other arrangement that complies with HIPAA. An agent or subcontractor of a Business Associate is not permitted to use or disclose PHI in a manner that would not be permissible if done by the Business Associate. Business Associate will ensure that its subcontractors and agents to which Business Associate is permitted by this Agreement or in writing by the City to disclose PHI agree to implement reasonable and appropriate safeguards to protect PHI. Business Associate discloses PHI that the subcontractor or agent will hold PHI in confidence and further use or disclose PHI only for the purpose for which Business Associate disclosed PHI to the subcontractor or agent or as Required By Law.

Business Associate will obtain reasonable assurances that any subcontractor or agent to which Business Associate discloses PHI will notify the Business Associate within 5 calendar days (who will, in turn, notify the City within 5 calendar days, as described below) of any instance in which the subcontractor or agent becomes aware of a Breach of unsecured PHI; possible Breach of unsecured PHI; any security incident of which it becomes aware, including: any attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI; or any attempted or successful interference with agent or subcontractor's system operations of which agent/subcontractor becomes aware.

Agent/subcontractor is not required to report the following types of unsuccessful security incidents: pings and other broadcast attacks on agent/subcontractor's firewall, port scans, unsuccessful log-on

attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.

If a delay is requested by a law enforcement official in accordance with 45 CFR 164.412, agent/subcontractor may delay notification to Business Associate for the time period specified in HIPAA. Agent or subcontractor's report will include the information described in 45 CFR 164.404(c) and such other information as the Business Associate or the City may reasonably request.

8. <u>Reporting of Breaches, Potential Breaches, and Security Incidents.</u> Business Associate must report to the City any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware, as well as any Breach of Unsecured PHI; potential Breach of unsecured PHI; any security incident of which it becomes aware; any attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI; or any attempted or successful interference with Business Associate's system operations of which Business Associate becomes aware.

Business Associate will make the report to the City's HIPAA Privacy and Security Officers not more than five (5) calendar days after Business Associate discovers such non-permitted use or disclosure, Breach, security incident, or other incident as described above. Business Associate shall provide any reports or notices required by HIPAA as a result of Business Associate's Breach. On behalf of the City, Business Associate will provide such reports or notices to any party or entity (including but not limited to media, Secretary, and individuals affected by the Breach) entitled by law to receive the reports or notices. Business Associate agrees to pay the costs associated with notifying individuals affected by the Breach, which may include, but are not limited to, paper, printing, and mailing costs.

Business Associate is not required to report the following types of unsuccessful security incidents: pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.

If a delay is requested by a law enforcement official in accordance with 45 CFR 164.412, Business Associate may delay notifying City for the time period specified in HIPAA. Business Associate's report will include the information described in 45 CFR 164.404(c) and such other information as the City may reasonably request.

9. <u>Mitigation and Penalties.</u> Business Associate must mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Breach or of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement. Business Associate shall take reasonable steps to put corrective measures in place to prevent future Breaches (such as retraining employees and upgrading security systems). At the City's request, Business Associate shall take reasonable steps to mitigate the harm to affected Individuals whose PHI has been or may have been compromised as a result of a Breach by Business Associate, including obtaining credit monitoring services and offering identity theft insurance. To the extent that the City incurs civil or criminal monetary penalties as a result of a Breach by the Business Associate, the Business Associate agrees to reimburse the City for such penalties.

10. <u>Designated Record Sets - Access.</u> If the Business Associate has PHI in a Designated Record Set, then Business Associate must provide access to or otherwise make available, at the request of the City, and in the time and manner designated by the City, PHI in a Designated Record Set, to the City or, as directed by City, to an Individual in order to meet the requirements under 45 CFR 164.524.

11. <u>Designated Record Sets – Amendments.</u> If the Business Associate has PHI in a Designated Record Set, then Business Associate 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 the City.

12. <u>Internal Practices, Books, and Records.</u> Business Associate must make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the City available to the Secretary for purposes of determining compliance with HIPAA. Business Associate also must make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the City available to the City in a time and manner designated by the City, for purposes of the Secretary determining City's compliance with HIPAA.

13. <u>Accounting of Disclosures - Documentation</u>. Business Associate must document the disclosures 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 HIPAA, specifically 45 CFR 164.528.

14. <u>Accounting of Disclosures – Provision of Information.</u> Business Associate 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. If the Business Associate receives a request for accounting of disclosures directly from the individual, the Business Associate must respond to such request for an accounting of disclosures, provide the accounting of disclosures to the individual within the time required by 45 CFR 164.528, and provide the information regarding such request to the City, in the time and manner designated by the City.

15. <u>Survival, Termination, and Return or Destruction of PHI.</u> Upon termination of this Agreement for any reason, the Business Associate's obligations under these contractual obligations shall survive termination and remain in effect:

(a) until Business Associate has completed the return or destruction (in accordance with the US Department of Health and Human Services' Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals) of all of the PHI provided by City to Business Associate, or created or received by Business Associate on behalf of City, and

(b) to the extent that Business Associate retains any PHI.

Upon the expiration or termination of the underlying Agreement, if feasible, the Business Associate must either:

(1) return all PHI received from the City, or created, maintained, or received by Business Associate on behalf of the City, which the Business Associate still maintains in any form, to the City or

(2) destroy it, at the City's option (in accordance with the US Department of Health and Human Services' Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals).

This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If it is infeasible for Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate shall require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

In the event of a breach of the terms of these contractual obligations, the cure and remedies of the Agreement shall govern. HIPAA's privacy rule (45 CFR \$ 164.504(e)(2)) requires that the Business Associate will authorize termination of the contract by the City, if the City determines that the Business Associate has violated a material term of these contractual obligations.

16. <u>Compliance with Obligations</u>. To the extent the Business Associate is to carry out one or more of City's obligation(s) under Subpart E of 45 CFR Part 164, the Business Associate must comply with the requirements of Subpart E that apply to the City in the performance of such obligation(s). Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the City.

17. <u>No Third Party Rights</u>. The terms and conditions of this Agreement are intended for the sole benefit of Business Associate and City and do not create any third party rights.

18. <u>Governing Law.</u> To the extent not preempted by federal law, the Agreement shall be governed and construed in accordance with the laws of the State of Illinois.
EXHIBIT 7 LIST OF KEY PERSONNEL

Name: _____

Title:

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Prescription Drug Benefit | CookCountyIL.gov



Prescription Drug Benefit

Location and Contact Information

Prescription Drug Benefit



When you enroll in a medical plan, you automatically receive prescription drug coverage through CVS/Caremark. Prescriptions can be purchased through your local pharmacy or through mail order. CVS/Caremark pharmacy is now included in all Target stores that offer pharmacy services. Prescription co-pays range from \$10.00 - \$40.00 depending on your prescription and/or plan.

You will save money by purchasing generic drugs rather than brand-name drugs.

	30-day supply at retail	90-day supply*
Generic	\$10	\$20
Formulary brand on the drug list	\$25	\$50
Non-formulary brand not on the drug list	\$40	\$80

Transform Diabetes

There's a new way to test and track your blood glucose level through a powerful new tool Livongo. With Livongo you can easily: eliminate manual log books and share data with your health care provider.

More information on Transform Diabetes

Maintenance Choice Program

The Maintenance Choice Program is now mandatory. After two fills, all maintenance medications must be filled in a 90 day supply through mail order or at a CVS Pharmacy.

Prescription Drug Benefit | CookCountyIL.gov

*If you choose to buy a formulary brand (on the drug list) or non-formulary brand (not on the drug list) when a generic substitute is available, you will pay the generic copay, plus the difference in cost between the generic and the full retail formulary brand or nonformulary brand drug cost.

You should ask your doctor to write a 90-day supply prescription and get it filled at your CVS pharmacy.

More information on the Maintenance Choice Program

Generic Step Therapy

The Generic Step Therapy program requires members to use up to two generic alternatives in certain drug classes before a brand will be covered. This program helps you and your doctor choose a lower-cost, generic medicine as the FIRST STEP in treating your health condition. Just because a medicine costs more doesn't mean it works better. Some health conditions have many treatment options that vary in cost. Generic Step Therapy helps make sure the medicines that are effective and priced right are used first. Remember to talk to your doctor about generic medications as opposed to brand-name products to save even more money. A grace period may be provided for existing prescriptions.

More information on Generic Step Therapy

Forms

Mail Order Form

Prescription Reimbursement Claim Form

Documents

Caremark Rx Pharmacy ID

Mail Order Information

Performance Drug List

The Value of Generics

Medicare Prescription Drug Notice

VENDOR INFORMATION

CVS Health Prescription Plan

Phone - 1-866-409-8522

https://www.caremark.com/wps/portal

Cook County Government Pharmacy Benefit Programs

1. Are any drugs required to be filled by mail?

Maintenance medications are required to be filled through mail order or CVS, after two retail fills.

2. What is the name of the current formulary?

CVS Health -"Standard Opt-In Formulary with Targeted Generic Step Therapy (TGST)" for non-specialty medications and "Advanced Control Specialty Formulary (ACSF)" for specialty. This confirms the County is aligned to the standard CVS Health formulary.

- Confirm all utilization review programs (describe any that exist) CVS Health:
 - I. Step Therapy
 - a. Specialty step therapy would occur on certain specialty medications, in all applicable classes, in conjunction with Advanced Control Specialty Formulary. In addition, as generic medications reach the market in the specialty area, as some exist today, the County's plan design allows CVS Health to require use of the generic in certain situations through the Specialty Guideline Management Program
 - b. Non-specialty Cook County requires generic step therapy within several therapeutic classes, as indicated below:
 - i. ARB
 - ii. Bisphosphonates
 - iii. HMG
 - iv. Sleep Agents
 - v. PPI
 - vi. COX-2
 - vii. Nasal Steroids
 - viii. SSRI
 - ix. Triptans
 - x. Urinary Antispasmodics
 - xi. SNRI
 - xii. Fibrates
 - xiii. BPH
 - xiv. BPH5
 - xv. Prostaglandin Analogues
 - xvi. Acne

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Therapeutic Class limits – the County has taken strategic steps towards therapy management, by limiting access to specific medications on an ad hoc basis. The classes/drugs in question, with associated coverage options, are listed below:

- a. Glumetza Prior Authorization
- b. Topical Analgesics Excluded
- c. Compounds Prior Authorization
- d. PCSK-9 Excluded
- e. Spinraza Excluded
- f. Opioid Management the County will adopt CVS Health's CDC-based guidelines for opioid coverage, in alignment with other City Agencies. These edits will work to educate physicians and members on the dangers of opioid use, misuse, and help the County control utilization through smart edits designed to support a heightened level of clinical safety within its population.
- g. Affordable Care Act Classes Standard Coverage
- h. Fentanyl Prior Authorization
- i. Diclofenac Prior Authorization
- j. Auvi-Q Prior Authorization
- k. Erectile Dysfunction Quantity Limit (6 / 18)
- I. Antifungals Prior Authorization
- m. Acne Age Limit
- III. Clinical Utilization Management Programs
 - Drug Savings Review reviews the long term, retail and mail drug histories of plan participants to identify situations in which our pharmacists can assist prescribers in selecting the most appropriate medications
 - b. Safety and Monitoring This program targets high-risk drug classes, focusing on controlled substances, and inappropriate use and misuse related indicators such as poly-pharmacy, provider shopping and high-total controlled substance claims volume. On a quarterly basis, clinical pharmacists will evaluate controlled substance claims and any available supporting medical data to identify potential medication misuse and inappropriate claims for appropriate intervention. During subsequent quarters, pharmacists conduct follow-up activities utilizing physician responses and current claim activity. Situations identified as being potentially inappropriate are referred to the Enhanced Safety and Monitoring program, where CVS Health engages further with clinical stakeholders.

- Specialty Guideline Management (SGM) applies evidence-based clinical criteria and national guidelines for specialty drug approval. SGM manages 350 drugs in 51 classes, to ensure clinical appropriateness ad safety.
- d. Mandatory MaintenanceChoice requiring all maintenance medications to be dispensed through CVS Pharmacy or Mail Order, after two retail fills at a network pharmacy.
- e. ExtraCare Health Card offers a unique opportunity to provide significant savings to plan members while increasing employee satisfaction and retention. ExtraCare Health Card holders receive a 20 percent discount on regular, non-sale priced, CVS/pharmacy Brand health-related items.
- f. Transform Diabetes Care helping deliver better overall care and lower costs for members with diabetes. This comprehensive program targets medication adherence, blood glucose control and behavioral improvement to help improve member health outcomes and decrease associated healthcare costs.
- g. Pharmacy Advisor Condition Alerts identifies evidence-based opportunities for improved member healthcare for more than 100 conditions through ongoing review and analysis of pharmacy and medical claims. When a gap in therapy is identified, coordinated communications are sent to the physician and member regarding the opportunity.
- h. Pharmacy Advisor Counseling One-on-one member counseling, delivered through the most effective channels, to address nonadherence and close gaps in care. Through Pharmacy Advisor Counseling, we can significantly improve clinical outcomes, support quality measures and potentially reduce overall health care costs by impacting members' medication management behaviors.
- i. CareTeam Choice for Accordant Rare Condition Management CVS Health recognized the opportunity to identify gaps in care and provide proactive interventions to help improve the health and care of members with rare conditions.

OFFICE OF THE COOK COUNTY COMPTROLLER ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

FOR INFORMATION PURPOSES ONLY

<u>This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").</u>

If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the <</p>

Business Associate may have access to Protected Health Information ("PHI") from or on behalf of Covered Entity. To the extent applicable, the Parties desire to meet their respective obligations under the Health Insurance Portability and Accountability Act of 1996, as amended (the "Act"). The HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified in the Code of Federal Regulations ("C.F.R.") at 45 C.F.R. parts 160 and 164, Pub. Law No. 104-191 (collectively, "HIPAA") and the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations (collectively, "HITECH").

Business Associate agrees that as of the effective date this Agreement it shall abide by the provisions of this Agreement with respect to any Protected Health Information or Electronic Protected Health Information (as defined below).

1. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.

- (a). <u>Breach</u>. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information subject to the exceptions set forth in 45 C.F.R. 164.402.
 - (b). <u>Business Associate</u>. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean the entity named above.
- (c). <u>Covered Entity</u>. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean Cook County Health and Hospitals System.
- (d) <u>Electronic Protected Health Information</u>. "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "Electronic Protected Health Information" in 45 C.F.R. 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
- (e). <u>Individual</u>. "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
- (f). <u>Privacy Rule</u>. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.
- (g). <u>Protected Health Information</u>. "Protected Health Information" or PHI shall have the same meaning

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as the term "Protected Health Information" in 45 C.F.R. 106.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

- (h). <u>Required By Law</u>. "Required By Law" shall have the same meaning as the term "Required By Law" in 45 C.F.R. 164.103.
- (i). <u>Secretary</u>. "Secretary" shall mean the Secretary of the U.S Department of Health and Human Services or his designee.
- (i). <u>Security Rule</u>. "Security Rule" shall mean the Security Standards at 45 C.F.R. parts 160, and 164.
- (k). <u>Unsecured Protected Health Information</u>. "Unsecured Protected Health Information" shall mean Protected Health Information is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary.

2. <u>OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE</u>

- (a). For purposes of this Part 2, Business Associate shall ensure that any obligations, restrictions, or conditions set forth herein shall apply to any of its employees, agents, consultants, contractors or subcontractors or assigns who creates, receives, maintains or transmits Covered Entity's Protected Health Information.
- (b). Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- (c). Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Privacy Rule, Security Rule, and the HITECH Act.
- (d). Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e). Business Associate must, following the discovery of any appearance of a Breach, non-permitted use or disclosure, security incident, or other incident affecting unsecured Protected Health Information, notify the Director of Risk Management for Cook County without unreasonable delay, and no later than 5 days from the date that the Business Associate discovers such Breach, non-permitted use or disclosure, security incident, or other incident. Business Associate shall provide any reports or notices required by HIPAA as a result of Business Associate's discovery. On behalf the County, Business Associate will provide such reports or notices to any party or entity (including but not limited to media, Secretary, and individuals affected by the Breach) entitled by law to receive the reports or notices as directed by the Director of Risk Management for Cook County. Business Associate agrees to pay the costs associated with notifying individuals affected by the Breach, which may include, but are not limited to, paper, printing, and mailing costs. In the event of a disagreement, final determination of a Breach will be made by the Director of Risk Management for Cook County.
- (f). If applicable, Business Associate shall provide access, at the request of Covered Entity, and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to

Covered Entity or, as directed by Covered Entity, to an Individual or an individual's designee in order to meet the requirements under 45 C.F.R. 164.524.

- (g). Business Associate shall, when directed by Covered Entity, make amendment(s) to Protected Health Information in a Designated Record Set in a reasonable time and manner, or take other measures as necessary, as required by 45 C.F.R. 164.526.
- (h). Business Associate shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA and the HITECH Act.
- (i). Business Associate shall restrict disclosure of an Individual's Protected Health Information as directed by Covered Entity.
- (j). Business Associate shall provide to Covered Entity when requested for a specific individual, in a reasonable time and manner, an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- (k). To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 3.1 For purposes of this Part 3, Business Associate shall ensure that any of its employees, agents, consultants, contractors or subcontractors or assigns who creates, receives, maintains or transmits Covered Entity's Protected Health Information shall comply with the provisions set for herein.
 - (a). Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as set forth in this Agreement.
 - (b). Business Associate may use or disclose Protected Health Information as Required by Law.
 - (c). Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
 - (d). Business Associate may not use or disclose Protected Health Information in a manner that would violate the Privacy Rule if done by Covered Entity, except for the specific uses and disclosures set forth below in Section 3.1 (f), (g), and 3.2.
 - (e). Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j)(1).
 - (f). Except as otherwise limited in this Agreement, Business Associate may use Protected

Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- (g). Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (h). Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

3.2 Data Ownership

Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all Protected Health Information of Covered Entity that Business Associate creates, receives, maintains or transmits and that such all such right, title, and interest is vested in Covered Entity; nor shall Business Associate nor any of its employees, agents, consultants or assigns have any right, title or interest to any of the Protected Health Information. Business Associate shall not use the Protected Health Information in any form including, but not limited to, stripped, deidentified, or aggregated information, or statistical information derived from or in connection with the Protected Health Information, except as expressly set forth in this Agreement. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any Protected Health Information without Covered Entity's express written consent.

4. OBLIGATIONS OF COVERED ENTITY

- 4.1 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions
 - (a). Covered Entity shall notify Business Associate itself of any limitation(s) in the Notice of Privacy Practices of Covered Entity, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
 - (b). Covered Entity shall notify Business Associate itself of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
 - (c). Covered Entity shall notify Business Associate itself of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to as provided in 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(d). Covered Entity shall obtain any consent, authorization or permission that may be required by the Privacy Rule or applicable state law and/or regulations prior to furnishing Business Associate with Protected Health Information .

4.2 **Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity except for uses and disclosures under Section 3.2.

5. TERMINATION

- (a). <u>Term</u>. This Agreement shall be effective as of the Effective Date, and shall either terminate when Covered Entity provides written notice to Business Associate or as provided in 5(b), <u>Termination for Cause</u>, below.
- (b). <u>Termination for Cause</u>. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement;
 - 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

(c). <u>Effect of Termination</u>.

- 1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, received, or maintained by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of consultants, contractors, subcontractors, employees or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make returning or destroying it infeasible. If Covered Entity agrees that such return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
- 3. The provisions of this Section 5(c), <u>Effect of Termination</u>, shall survive the termination of this Agreement.

6. MITIGATION

(a). <u>Mitigation</u>. To the extent known or reasonably foreseeable, Business Associate agrees to use commercially reasonable efforts to mitigate, to the extent practicable, any harmful effect resulting from a use or disclosure of Protected Health Information by Business Associate or its agents in violation of the terms of this Agreement.

7. MISCELLANEOUS

- (a). <u>Regulatory References</u>. A reference in this Agreement to a Section in HIPAA or the HITECH Act means the Section as in effect or as amended.
- (b). Amendment. The Parties agree to meet and confer regarding amendment of this Agreement from time to time as is necessary for either Party or both Parties to comply with the requirements of HIPAA and the HITECH Act. Any amendment, however, must be mutually agreed upon by the Parties in writing. In the event the Parties are, for any reason, unable to agree on an acceptable amendment, either Party may terminate this Agreement on written notice to the other Party.
- (c). Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with the HIPAA and the HITECH Act as may be amended from time to time.
- (d). Construction of Terms. The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA and/or the HITECH Act issued by HHS or the Office for Civil Rights ("OCR") from time to time.
- (e). No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

BUSINESS ASSOCIATE

COVERED ENTITY

TYPE OR PRINT YOUR NAME		TYPE OR PRINT YOUR NAME	
TITLE		TITLE	<u>.</u>
SIGNATURE	DATE	SIGNATURE	DATE

COOK COUNTY ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS í - íi
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1 INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a forprofit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at <u>www.municode.com</u>.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at <u>www.municode.com</u>.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- Department of Correction inmates.

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

	Yes: No:
b)	If yes, list business addresses within Cook County:
	Does Applicant employ the majority of its regular full-time workforce within Cook County?
)	

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Applicant in Cook County.

PERMANENT INDEX NUMBER(S):

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b)

_____The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five\ percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:		
Contract #:	County Department:	
Business Entity Information (INCLUDES	CORPORATE APPLICANT AND	CORPORATE SUBSTANTIAL OWNERS):
Business Entity Name:	· · · · · · · · · · · · · · · · · · ·	
Street Address:		City:
State:	Zip:	Phone #:
Individual Applicant and Individual Subst	antial Owner Information (If App	olicable):
Last name:	_ First Name:	MI:
SS# (Last Four Digits):		· · · · · · · · · · · · · · · · · · ·
Street Address:		
City:	State:	Zip:
Home Phone: ()	Driver's License No:	
Child Support Obligation Information:		
C. The Applicant is deline The Applicant understands that failure to disc grounds for revoking the privilege.		stratively ordered child support obligations rely ordered child support debt owed will be
Signature:		Date:
Subscribed and sworn to before me this	day of	, 20
X		
Notary Public Signature		Notary Seal
Note: The above information is subject to verification is subject to verification in the subject to be above information is subject to be above information information is subject. The subject to be above information is subject to be above information information in the subject to be above information in the subject to be above information information in the subject to be above information in the subject to be above information information in the subject to be above information in the subject to be above information information in the subject to be above information ind	ation prior to the award of the contrac	cook County Page 8

Cook County Government Page 21

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. County reserves the right to request additional information to verify veracity of information containted in this statement.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

s:	Address:	FEIN # Only:
FEIN # Only: s:	Address:	FEIN # Only:
s:	Address:	
State: Zip Code:		
Fax Number: Email: Business Registration Number: tor, Joint Venture Partnership) Number (if applicable):	•••••••••••••••••••••••••••••••••••••••	
Business Registration Number:	No.:Fax Number:	
I Entity:		
Proprietor Partnership Corporation Trustee of Land Trust	of Legal Entity:	
	Sole Proprietor	Corporation Trustee of Land Trus
ness Trust 🔲 Estate 🔄 Association 🗌 Joint Venture	Business Trust 🔲 Estate	Association Doint Venture
	Proprietor, Joint Venture Partnership) ate File Number (if applicable):	· · · · · · · · · · · · · · · · · · ·

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name		Address		rcentage Interest in plicant/Holder
		· · · · · · · · · · · · · · · · · · ·		
2.	If the interest of any Person I address of the principal on w	isted in (1) above is held as an a hose behalf the interest is held.	igent or agents, or a no	minee or nominees, list the name and
Name o	of Agent/Nominee	Name of Principal	Pri	ncipal's Address
3.				and the relationship under which such
Name	Address		tage of Re cial Interest	lationship
	· · · ·			
Corpor	ate Officers, Members and P	artners Information:		
For all o	corporations, list the names, ad	dresses, and terms for all corpo		ted liability companies, list the names, , for each partner or joint venture.
Name	Address	Office,	pecify title of or whether manager her/joint venture)	Term of Office
		···· .		· · · · · · · · · · · · · · · · · · ·
Declar	ation (check the applicable b	ox):		
				est in the Applicant nor reserved ant seeks County Board or other County
D	l state under oath that the Ho be disclosed.	lder has withheld no disclosure a	as to ownership interest	t nor reserved any information required to

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

E-mail address

Subscribed to and sworn before me this ______ day of _____, 20__.

X____

Notary Public Signature

Title

Date

Phone Number

My commission expires:

Notary Seal



COOK COUNTY BOARD OF ETHICS 69 W. WASHINGTON STREET, SUITE 3040 CHICAGO, ILLINOIS 60602 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

Parent Child Brother Sister Aunt Uncle Niece Nephew

Grandparent
Grandchild
Father-in-law
Mother-in-law
Son in-law
Daughter-in-law
Brother-in-law
Sister-in-law

Stepfather
Stepmother
Stepson 🛄
Stepdaughter
Stepbrother
Stepsister
Halfbrother
🔲 Half-sister

COOK COUNTY BOARD OF ETHICS FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County:

Address of Person Doing Business with the County:

Phone number of Person Doing Business with the County:

Email address of Person Doing Business with the County:

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

B. <u>DESCRIPTION OF BUSINESS WITH THE COUNTY</u>

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County:

The aggregate dollar value of the business you are doing or seeking to do with the County: \$_____

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County:

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County:

C. <u>DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR</u> <u>MUNICIPAL ELECTED OFFICIALS</u>

Check the box that applies and provide related information where needed

- The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

COOK COUNTY BOARD OF ETHICS FAMILIAL RELATIONSHIP DISCLOSURE FORM

The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship

If more space is needed, attach an additional sheet following the above format.

The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
	· · · · · · · · · · · · · · · · · · ·		

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
	f more space is needed attach	an additional sheet following the d	ahove format

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient	Date	

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics 69 West Washington Street, Suite 3040, Chicago, Illinois 60602 Office (312) 603-4304 – Fax (312) 603-9988 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, *including Substantial Owners*, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

I. Contract Information:

Contract Number:		 	
County Using Agency (requesting Procurement):			
II. Person/Substantial Owner Information:			
Person (Corporate Entity Name):	· · · · · · · · · · · · · · · · · · ·		
Substantial Owner Complete Name:			
FEIN#			
Date of Birth:	E-mail address:	 	
Street Address:			
City:	State:	 Zip:	
Home Phone: ()			

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seg., YES or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO

Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO

Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default **YES or NO**

Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Subscribed and sworn to before me this _____ day of ______

Notary Seal

Notary Public Signature

Note: The above information is subject to verification prior to the award of the Contract.

CONTRACT AND EDS EXECUTION PAGE PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Corporation's Name	President's Printed Name and Signature
Telephone	Email
Secretary Signature	Date
	Execution by LLC
LLC Name	*Member/Manager Printed Name and Signature
Date	Telephone and Email
Exe	ecution by Partnership/Joint Venture
Partnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature
Date	Telephone and Email
	Execution by Sole Proprietorship
Printed Name Signature	Assumed Name (if applicable)
Date	Telephone and Email
Subscribed and sworn to before me thisday of, 20	My commission expires:
Notary Public Signature	Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

CONTRACT AND EDS EXECUTION PAGE <u>PLEASE EXECUTE THREE ORIGINAL COPIES</u>

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Corporation's Name	President's Printed Name and Signature			
Felephone	Email			
ecretary Signature	Date			
	Execution by LLC			
LC Name	*Member/Manager Printed Name and Signature			
Pate	Telephone and Email			
Exec	ution by Partnership/Joint Venture			
artnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature			
Date	Telephone and Email			
E	xecution by Sole Proprietorship			
Printed Name and Signature	Date			
elephone	Email			
ubscribed and sworn to before me thisday of, 20				
day 01, 20	My commission expires:			
	Notary Seal			

CONTRACT AND EDS EXECUTION PAGE <u>PLEASE EXECUTE THREE ORIGINAL COPIES</u>

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Corporation's Name Telephone	President's Printed Name and Signature Email		
Telephone	Email		
Secretary Signature	Date		
	Execution by LLC		
LLC Name	*Member/Manager Printed Name and Signature		
Date	Telephone and Email		
Execution	by Partnership/Joint Venture		
Partnership/Joint Venture Name	*Partner/Joint Venturer Printed Name and Signature		
Date	Telephone and Email		
Executio	on by Sole Proprietorship		
Printed Name and Signature	Date		
Telephone	Email		
Subscribed and sworn to before me thisday of, 20			
day 01, 20	My commission expires:		
Notary Public Signature	Notary Seal		

SECTION 6 COOK COUNTY SIGNATURE PAGE

		HIEF PROCUREMENT OFF		
	COORCOONTEC			
DATED AT CHICAGO, ILLINOIS THIS	DAY OF		,20	
IN THE CASE OF A BID/ PROPOSAL/RESPO	DNSE, THE COUNTY HERE	BY ACCEPTS:		
THE FOREGOING BID/PROPOSAL/RESPON	SE AS IDENTIFIED IN THE	CONTRACT DOCUMENTS F	FOR CONTRACT NUMBER	
<u>OR</u>				
ITEM(S), SECTION(S), PART(S):				
	·			
TOTAL AMOUNT OF CONTRACT: \$_				
		(DOLLARS AND CENTS)		
FUND CHARGEABLE:				
			, ,	
APPROVED AS TO FORM:				
ASSISTANT STATE'S ATTORNEY (Required on contracts over \$1,000,000.00)				
			ι.	
Date				
Cook County Office of the Chief Procurement Officer Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY: Disgualification Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1730-16843	Date:
Total Bid or Proposal Amount:	Contract Title: Software and Related Services Reseller
Contractor:	Subcontractor/Supplier/ Subconsultant to be added or substitute:
Authorized Contact for Contractor:	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address	Email Address
(Contractor):	(Subcontractor):
Company Address	Company Address
(Contractor):	(Subcontractor):
City, State and	City, State and Zip
Zip (Contractor):	(Subcontractor):
Telephone and Fax	Telephone and Fax
(Contractor)	(Subcontractor)
Estimated Start and	Estimated Start and
Completion Dates	Completion Dates
(Contractor)	(Subcontractor)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Se	ervices or Supplies	<u>Total Price of</u> <u>Subcontract for</u> <u>Services or Supplies</u>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor

Name

Title

Prime Contractor Signature

Date

Cook County Page 1

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

1. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cockcountyil.gov/contractcompliance)

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II.

Direct Participation of MBE/WBE Firms

Indirect Participation of MBE/WBE Firms

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

	Phone:	
Yes Yes	No No	
		<u>.</u>
•		
	Yes Yes	Yes No Phone: Phone:

Attach additional sheets as needed.

* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

M/WBE Utilization Plan - Form 1

Revised: 01/29/2014 Cook County Page 1

MBE/WBE LETTER OF INTENT - FORM 2

Contract Person:	M/WBE Firm:	Certifying Agency:
Address:	Contact Person:	
Phone:	Address:	Ethnicity:
Email:	City/State: Zip:	Bid/Proposal/Contract #:
Participation: [] Direct Will the MWBE firm be subcontracting any of the goods or services of this contract to another firm? [] No [] Yes – Please attach explanation. Proposed Subcontractor(s):	Phone: Fax:	FEIN #:
Participation: [] Direct Will the MWBE firm be subcontracting any of the goods or services of this contract to another firm? [] No [] Yes – Please attach explanation. Proposed Subcontractor(s):	Email:	
[] No [] Yes – Please attach explanation. Proposed Subcontractor(s):		• · · · · · · · · · · · · · · · · · · ·
The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)	Will the M/WBE firm be subcontracting any of the goods	or services of this contract to another firm?
indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:	[] No [] Yes – Please attach explanation. Propos	ed Subcontractor(s):
Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:	·	
Print Name Print Name Firm Name Firm Name Date Date Subscribed and sworn before me Subscribed and sworn before me this, 20, 20, Notary Public, 20, Notary Public	work, conditioned upon (1) the Bidder/Proposer's rece Subcontractor remaining compliant with all relevant crec County, and the State to participate as a MBE/WBE firm	ipt of a signed contract from the County of Cook; (2) Undersigned dentials, codes, ordinances and statutes required by Contractor, Cook for the above work. The Undersigned Parties do also certify that they
Firm Name Firm Name Date Date Subscribed and sworn before me Subscribed and sworn before me this day of, 20, 20, Notary Public, 20, Notary Public	Signature (<i>M/WBE</i>)	Signature (Prime Bidder/Proposer)
Date Date Subscribed and sworn before me Subscribed and sworn before me this day of, 20 this day of, 20 Notary Public Notary Public	Print Name	Print Name
Subscribed and sworn before me Subscribed and sworn before me this day of, 20, 2	Firm Name	Firm Name
this day of, 20 this day of, 20 Notary Public	Date	Date
Notary Public Notary Public	Subscribed and sworn before me	Subscribed and sworn before me
Notary Public Notary Public	this day of, 20	this day of, 20
	Notary Public	
	SEAL	SEAL

Cook County Page 2 Revised: 1/29/14

Cook County Government Page 37

PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION - FORM 3

A. <u>BIDDE</u>	R/PROPOSER HEREBY REQUESTS:
[FULL MBE WAIVER
	REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
	% of Reduction for MBE Participation % of Reduction for WBE Participation
B. <u>REAS</u>	ON FOR FULL/REDUCTION WAIVER REQUEST
	oposer shall check each item applicable to its reason for a waiver request. Additionally, supporting tation shall be submitted with this request.
	 Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
	(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
. (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
	4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)
C. <u>GOOD</u>	FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION
	1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Attach of copy written solicitations made)
	2) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
	 Timely notified and used the services and assistance of community, minority and women business organizations. (Attach of copy written solicitations made)
	 Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Attach supporting documentation)
	5) Engaged MBEs & WBEs for direct/indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

GENERAL CONDITIONS

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES - COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. The County may set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in the Special Conditions. A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer adjusted by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in <u>withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.</u>

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8,

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. <u>Letter(s) of Certification</u>

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from <u>www.cookcountyil.gov/contractcompliance</u>. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

- 1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" Form 3 of the M/WBE Compliance Forms.
- 2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
- 3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
- 4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

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IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

- A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime contractor.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to contractor and subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director Cook County 118 North Clark Street, Room 1020 Chicago, Illinois 60602 (312) 603-5502

PROFESSIONAL SERVICES AGREEMENT

BETWEEN



COOK COUNTY GOVERNMENT

AND

CONTRACT NO, ####-#######

Cook County Professional Service Agreement Revised 3-9-2015

Cook County Government Page 43

PROFESSIONAL SERVICES AGREEMENT

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- Exhibit 2 Schedule of Compensation
- Exhibit 3 Minority and Women Owned Business Enterprise Commitment
- Exhibit 4 Evidence of Insurance
- Exhibit 5 Board Authorization

<u>AGREEMENT</u>

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and «reference:IM_MASTER:cc_vendor_name;cc_ve», doing business as a(an) ______ of the State of ______ hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on «prompt:Board Authorization Date: January», as evidenced by Board Authorization letter attached hereto as EXHIBIT "5".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for «reference:IM_MASTER:cc_description:cc_de». Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

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

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

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

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in <u>Exhibit 1</u>, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

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

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

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

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

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) Salaries and Wages

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women Owned Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this 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 coverages and requirements specified below, insuring all operations related to this Agreement.

i) Insurance To Be Provided

(1) <u>Workers Compensation and Employers Liability</u>

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 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 (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) <u>Automobile Liability</u> (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 limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) <u>Professional Liability</u>

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

(5) <u>Valuable Papers</u>

When any designs, drawings, specifications and 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.

ii) Additional Requirements

(1)Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, 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 County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement 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 this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or nonrenewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance 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.
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. "Risk Management Office" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of 10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

I) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Constract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on «reference:IM_MASTER:cc_contract_start_da» ("Effective Date") and continue until «reference:IM_MASTER:cc_contract_end_date» or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and <u>Exhibit 1.</u> Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for to <u>wreference:IM_MASTER:cc_number_of_renewal</u> additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached <u>Exhibit 2</u> for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the provision of services under the Agreement. The consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

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

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
- (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
- (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision <u>not</u> to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

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

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County 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 County.

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in
 (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

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

b) Counterparts

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

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.
d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance. Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

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

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

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County 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 County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services it wishes to purchase under this Contract.

I) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County:

Chicago, Illinois 60602 Attention: Department Director

and

Cook County Chief Procurement Officer 118 North Clark Street. Room 1018 Chicago, Illinois 60602 (Include County Contract Number on all notices)

If to Consultant:

Attention:

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Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

Scope of Services

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Schedule of Compensation

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Minority and Women Owned Business Enterprise Commitment

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE WBE	
Goods and Services	25% 10%	
Construction	24% 10%	
Professional Services	35% Overall	

- B. The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is [provide the goal for this Agreement]. A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will provide in the Contract. Indirect Participation shall not be directly involved in the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

County of Cook
City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

<u>3. Joint Venture Affidavit</u>

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

- A. Granting or Denying a Reduction/Waiver Request.
 - The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
 - 2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
 - 3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
 - 4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to: Contract Compliance Director Cook County 118 North Clark Street, Room 1020 Chicago, Illinois 60602 (312) 603-5502

Evidence of Insurance

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Board Authorization

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AGENCIES EXHIBITS

Chicago Transit Authority

- a. Benefit Information
- b. Performance Guarantees
- c. DBE Requirements
- d. Model Contract
- e. Disclosure of Ownership
- f. Lobbying Certification
- g. Certification Regarding a Drug Free Workplace
- h. Certification of Primary Participant Regarding Debarment, Suspension and Other Responsibility Matters
- i. Certification of Lower Tier Participant Regarding Debarment, Suspension and Other Responsibility Matters
- j. Brief History of Your Company
- k. Insurance and Bond Requirements
- I. Affidavit of Prompt Payment
- m. Minimum Wage Affidavit
- n. FOIA Notice and Declaration
- o. Claims Data
- p. Census

Benefit Information

This section contains current client data, plan designs, pharmacy network scope, and clinical program information for Chicago Transit Authority (CTA).

Company Data	
Actives with pharmacy benefits	As of December 2017:
	• Total Employees: 9,398
	• Total Members (including EEs): 21,037
Retirees with pharmacy benefits	None
Industry	Public Transportation System
Incumbent PBM	CVScaremark
Incumbent Medical	Cigna
Planned Effective Date	January 1, 2019
Experience Period Generic	84.30%
Dispensing Rate (includes DAW)	
Experience Period Mail Utilization	1.8%

Plan Design Summary				
Desired Model	Pass-through			
Clinical Copay Waivers	None			
Mail Incentive	None			
Exclusive Specialty	None			
Formulary	Standard Opt-0	Dut		
Benefit Plans				
Tier	Retail		Ma	uil
	Opt 1	Opt 2	Opt 1	Opt 2
Generic	\$5	\$10	\$10	\$20
Preferred Brand	\$15	\$25	\$30	\$50
Non-Preferred Brand	\$35	\$45	\$70	\$90

Retail Network	
Number of outlets	Broad (>50,000)
Excluded chains	None

Data Integration	
Integrated DM	Yes

Clinical Programs	
DUR	1. Standard DUR edits to ensure safety, i.e. refill too soon
	2. Specialty Guideline Management to promote the safe and
	appropriate use of specialty medications
	3. Mandatory Maintenance 90 day at Retail/Mail (Nonunion)
Prior Authorization	• Auvi-Q
	• Acne
	• Antifungals
	Compounds
	Diclofenac
	Erectile Dysfunction
	• Fentanyl
	• Glumetza
	Opioid Management
Step Therapy Programs	Certain Specialty Medications
Exclusion	• Fertility
	• PCSK-9
	• Spinraza
	Topical Analgesics

Performance Guarantee Framework

The purpose of this section is to outline the definitions, audit provisions, pharmacy program fees, pricing term guarantees, generic classification guarantees, drug mix guarantees, and pricing benchmark provisions that CPS desires in the final contract. Finalists will be provided with a version of this language populated with proposed terms. CPS will then ask for a bidder employee with agency signing authority to confirm the final negotiated contract will contain the provided language.

Definitions

The "Adjudicated Dispensing Fee" is the dispensing fee charged within a claim's adjudication, as indicated on the claim's data record.

The "Adjudicated Ingredient Cost" is the ingredient cost at which a claim was adjudicated, as indicated on the claim's data record.

<u>"Average Speed to Answer" is the sum of the total elapsed time between the moment when a telephone call is queued and the time the call is responded to.</u>

The "Average Wholesale Price" or "AWP" is the Average Wholesale Price of a prescription medication in effect on the date the prescription was dispensed, as published by Medi-Span for the actual package size dispensed.

A "Brand" claim is a claim that is adjudicated as a brand as indicated on the claim record.

"Call Center" is a member service center of Vendor's that receives and responds to plan participant telephone calls.

A "**Covered Drug(s)**" means a prescription drug, supply, Specialty Product (where applicable), or other item that is covered under the plan, as indicated on the installation specification.

"Customer Service Associate ("CSA")" is a person responding to callers for a Call Center.

A "**Dispense As Written**" or "**DAW**" claim is a prescription drug claim that an authority external to the member and PBM - e.g., the prescribing provider or state law - has mandated be dispensed as prescribed without substitutions.

A "Generic" claim is a claim that is adjudicated as a generic as indicated on the claim record.

"<u>Guarantee Period</u>" is the time frame for which the performance that is the subject of the Performance Guarantee will be measured.

<u>"Implementation Calendar" is the</u> schedule that sets out the mutually agreed upon obligations for Employer and Vendor in connection with the implementation of the Plan.

The "**Ingredient Cost**" of a claim will be whichever of the discounted AWP (AWP-%), U&C, or MAC price that minimizes the following formula:

[AWP-% | U&C | MAC] + applicable dispensing fee + applicable Sales Tax

"MAC" or "Maximum Allowable Cost" is the price charged to Sponsor for a prescription drug product on an existing MAC List negotiated prior to the claim transaction. Claims for which the U&C price is lower than the (MAC price + applicable Dispensing Fee) will not be adjudicated as MAC claims. Identifying U&C claims as MAC claims in claims data will constitute a material breach of this contract.

"Member" means each person who Sponsor determines is eligible to receive prescription drug benefits.

A "Member's Copayment" will be the lesser of:

- 1. Ingredient Cost + applicable dispensing fee + applicable Sales Tax, or
- 2. Applicable Copay.

"**Participating Pharmacy**" means any licensed retail pharmacy with which Vendor has executed an agreement to provide Covered Drugs to Members.

A "**Paid**" claim is defined as a claim that has been **paid (net of any adjustments) and not reversed, denied, or voided**. Claims that have been reversed, denied, or otherwise voided are not Paid claims. A claim status of "Paid" is not a sufficient criterion to identify a paid claim. Specifically, a paid claim will have a status of "Paid" where no reversing, denying, or voiding record exists. This definition includes zero balance claims, as long as they have not been reversed, denied, voided, etc.

<u>"Payment Amount"</u> is the amount payable to Employer, as determined under the criteria set forth in this Agreement, for Vendor's failure to meet a Performance Guarantee.

<u>"Performance Guarantees" is the level of performance that Vendor commits to achieve under the</u> Contract,

<u>"Special Account Queue" is a</u> defined group of associates that handle a specific block of business with similar Average Speed of Answer and Abandonment Rate requirements. For measurement purposes, results are derived by compiling combined results for all accounts with this requirement.

A claim's "Sales Tax" is the Sales or excise tax or other governmental surcharge, if any.

A **"Specialty"** claim typically has one or more of several key characteristics, including frequent dosing adjustments and intensive clinical monitoring to decrease the potential for drug toxicity and increase the probability for beneficial treatment outcomes; intensive patient training and compliance assistance to facilitate therapeutic goals; limited or exclusive product availability and distribution; specialized product handling and/or administration requirements.

"Usual and Customary" or "U&C" means the retail price a Participating Pharmacy would charge a customer without pharmacy benefits for the particular drug in a cash transaction on the date the drug is dispensed, as reported by the Participating Pharmacy.

Sponsor Audits

Sponsor, at its sole expense, may audit, annually, Vendor's records of claims processed on Sponsor's behalf, including but not limited to paid, reversed, and denied claims, and any other data or algorithms required to reconcile the amount that Sponsor paid for adjudicated claims, for claims processing, for Vendor's performance, and to measure Vendor's representations, promises, and guarantees with Sponsor.

At Vendor's expense, Vendor shall make available to Sponsor's auditor, any and all records containing Sponsor information and any other records reasonably necessary for the auditor to evaluate Vendor's performance, including but not limited to paid, reversed, and denied claims, and any other data or algorithms required to reconcile the amount that Sponsor paid for adjudicated claims, for claims processing, and to measure Vendor's representations, promises, and guarantees with Sponsor. Wherever applicable, Vendor will provide such data in the form of a direct source system extract, such that the data are consistent with the actual transactions processed. Vendor will provide this data in such format that neither the Sponsor nor the Sponsor's auditor will be required to purchase any third-party licenses or incur any external costs in order to complete a thorough audit. Vendor will also provide, either within the data or by means of supporting data tables and algorithms, data-based definitions for all criteria described in this contract, (e.g. what claims were adjudicated as brand or generic).

Sponsor may not use as auditors any person or entity that is Vendor's direct competitor in Vendor's product or service line, any pharmaceutical manufacturer representative, or any other person or entity that has a substantial conflict of interest with Vendor. Sponsor's auditor will execute a confidentiality and indemnification agreement with Vendor pertaining to Vendor's Proprietary and Confidential Information, prior to conducting an audit.

Sponsor Data Requests

Sponsor recognizes that some aspects of the claims records the Vendor will process may be competitively sensitive, and should not be released to third parties that are not performing an ordinary course function directly for Sponsor. Vendor recognizes that Sponsor owes fiduciary duties of care to review all aspects of claims records, including but not limited to the most detailed level of data recorded. Vendor recognizes that such review of claims data are consistent with Sponsor's fiduciary duties of care, and are within Sponsor's ordinary course of business. Vendor recognizes that it is reasonable that Sponsor review, audit, and otherwise use its claims data.

Vendor may have a legitimate interest in protecting its trade secrets which might reasonably be revealed in its data. Sponsor has legitimate ownership over its data, and has legitimate need to review, audit, and otherwise use its data in fulfilling its fiduciary duties. To balance this tension, Sponsor shall enter a confidentiality agreement with Vendor, agreeing not to endanger Vendor's trade secrets through its use or promulgation of data. Sponsor shall also require any third party performing functions for Sponsor, to enter a confidentiality agreement to likewise not endanger Vendor's trade secrets through its use or promulgation of Sponsor's data processed by Vendor.

Vendor may not condition its provision of data to Sponsor upon restricting Sponsor's use of the data. Sponsor may make any reasonable use of its data that does not endanger Vendor's legitimate interest in its trade secrets. Specifically, Sponsor may use its data including, but not limited to, the following purposes:

- 1. Sponsor may undertake comparative or competitive pricing analyses, including comparisons with other providers of pharmacy benefit management services
- 2. Sponsor may perform analyses using claims associated with individual members, pharmacies, or physicians
- 3. Sponsor may perform analyses using any financial fields (AWP, Ingredient Cost, Dispensing Fee, Sales Tax, Allowed Amount, Copay, other member-pay fields, Paid, etc.)
- 4. Sponsor may perform analyses using the pricing components of claims, such as discounted AWP, MAC, or U&C
- 5. Sponsor may undertake an analysis of plan design features applicable to claims (formulary content and type, utilization management programs, clinical management programs, etc.)

Vendor cannot prohibit Sponsor (or third parties providing analytic services for Sponsor) from presenting Sponsor with objective analyses of and professionally-grounded opinions about past Vendor performance and suggested future action.

Vendor recognizes that, in the event Sponsor engages in a competitive bid process to procure a new pharmacy benefit management services vendor, it will be necessary for Sponsor to release some claims data fields at a claim level, so that competing bidders can use past experience to develop the most competitive proposals.

In the event Sponsor engages in such a competitive bid process, Vendor recognizes that Sponsor may release the following claims fields at individual claim level:

- NDC
- Fill Date
- Quantity Dispensed
- Days Supply
- Retail/Mail Indicator
- Generic/Brand/Specialty Indicator
- DAW Indicator
- NABP/NCPDP of dispensing pharmacy
- Various enrollment subdivisions

During such competitive bid processes, Vendor also recognizes that Sponsor may release aggregated reports based on the records of claims, such as but not limited to:

- Experience period NDCs
- Experience period dispensing pharmacies
- Experience period member zip codes
- Current formulary placement of NDCs
- Any aggregate of the claim fields described above

Vendor acknowledges that the aforementioned fields are typical and customary fields across trade usage in processing claims to manage pharmacy benefits, and no information revealed or ascertainable through those fields can reveal any protectable interest in a legitimate trade secret.

Pharmacy Program Fees

For each claim, Sponsor will pay to Vendor:

Ingredient Cost + applicable Dispensing Fee* + applicable Sales Tax + applicable per-script Admin Fee – Member's Copayment.

* Dispensing fees will not be charged on claims adjudicated at U&C.

For each Covered Drug claim, member will be charged:

Member's Copayment.

Sponsor will pay to Vendor an administration fee of **\$XX.XX** per Paid claim.

Pricing Term Guarantees

Vendor agrees to dollar-for-dollar discount, dispensing fee, and rebate guarantees. If discount, dispensing fee, or rebate performance falls short of Vendor's guarantees, Vendor will credit Sponsor 100% of the shortfall – i.e., on a dollar-for-dollar basis – as defined below.

Discounts

Vendor agrees to the following minimum average claim discount (off of AWP) guarantees:

	Minimum Discount Guarantees
Туре	Post-AWP Settlement
Retail/Generic	XX.XX%
Retail/Brand	XX.XX%
Retail/Specialty	XX.XX%
Mail/Generic	XX.XX%
Mail/Brand	XX.XX%
Mail/Specialty	XX.XX%

Discount performance measures will be calculated for each of the following guarantee categories:

- 1. Retail/Generic
- 2. Retail/Brand
- 3. Retail/Specialty
- 4. Mail/Generic
- 5. Mail/Brand
- 6. Mail/Specialty

For each of these categories, the **performance measure** will be calculated using the following formula:

```
1 - ([The sum of Adjudicated Ingredient Cost for audit period,
Paid claims excluding claims adjudicated at U&C, excluding
```

compound claims, and excluding OTC claims]/[The sum of AWP for audit period, Paid claims excluding claims adjudicated at U&C, excluding compound claims, and excluding OTC claims])

If for any guarantee category the performance measure is strictly less than the associated average discount guarantee, Vendor will pay Sponsor a **performance shortfall payment** to be calculated using the following formula:

([Average discount guarantee] - [performance measure])*[The sum of AWP for audit period, Paid claims excluding claims adjudicated at U&C, excluding compound claims, and excluding OTC claims]

Any such performance shortfall payments are independent of any limitations. No penalty or performance shortfall payment limitation language can be interpreted as limiting or reducing average discount guarantee performance shortfall payments.

These six guarantees will be reconciled independently of one another, and independently from all other guarantees. If Vendor discount performance exceeds the guaranteed average discount for a given discount guarantee category, associated Sponsor savings will not be used to offset shortfalls associated with any other discount guarantee category, or to offset shortfalls associated with any other guarantee.

Dispensing Fees

Vendor agrees to the following maximum average claim dispensing fee guarantees:

- An average retail/Generic dispensing fee of **\$XX.XX**
- An average retail/Brand dispensing fee of **\$XX.XX**
- An average retail/Specialty dispensing fee of **\$XX.XX**
- An average mail/Generic dispensing fee of **\$XX.XX**
- An average mail/Brand dispensing fee of **\$XX.XX**
- An average mail/Specialty dispensing fee of **\$XX.XX**

Dispensing fee performance measures will be calculated for each of the following categories:

- 1. Retail/Generic
- 2. Retail/Brand
- 3. Retail/Specialty
- 4. Mail/Generic
- 5. Mail/Brand
- 6. Mail/Specialty

For each of these categories, the **performance measure** will be calculated using the following formula:

[The sum of Adjudicated Dispensing Fees for audit period, Paid claims]/[The count of audit period, Paid claims excluding claims adjudicated at U&C, and excluding OTC claims]

If for any guarantee category the performance measure is strictly greater than the associated average dispensing fee guarantee, Vendor will pay Sponsor a **performance shortfall payment** to be calculated using the following formula:

([Performance measure] - [Average dispensing fee guarantee])*[The count of audit period, Paid claims excluding claims adjudicated at U&C, and excluding OTC claims]

Any such performance shortfall payments are independent of any limitations. No penalty or performance shortfall payment limitation language can be interpreted as limiting or reducing average dispensing fee guarantee performance shortfall payments.

These six guarantees will be reconciled independently of one another and independently from all other guarantees. If Vendor dispensing fee performance exceeds the guaranteed average dispensing fee for a given dispensing fee guarantee category, associated Sponsor savings will not be used to offset shortfalls associated with any other dispensing fee guarantee category, or to offset shortfalls associated with any other guarantee.

Rebates

Vendor agrees to the following minimum average rebate guarantees for claims:

- An average retail/Generic rebate of **\$XX.XX**
- An average retail/Brand rebate of **\$XX.XX**
- An average retail/Specialty rebate of **\$XX.XX**
- An average mail/Generic rebate of **\$XX.XX**
- An average mail/Brand rebate of **\$XX.XX**
- An average mail/Specialty rebate of **\$XX.XX**

Rebates for each contract quarter will be paid no later than three months following the end of the quarter. Complete and timely payment of all rebates is a specific requirement of this contract, notwithstanding any other dispute or amounts due either party. Failure to comply with this term is a material breach of this contract, and Vendor agrees to pay damages, including interest and opportunity costs, and all foreseeable incidental and consequential damages associated with breach of this term. Payment of all rebates due to Sponsor will survive termination of this agreement.

Rebate performance measures will be calculated in aggregate. The **performance measure** will be calculated using the following formula:

\$XX.XX*[The count of audit period, retail Generic Paid claims excluding OTC claims] + \$XX.XX*[The count of audit period, retail Brand Paid claims excluding OTC claims] + \$XX.XX*[The count of audit period, retail Specialty Paid claims excluding OTC claims] + \$XX.XX*[The count of audit period, mail Generic Paid claims excluding OTC claims] + \$XX.XX*[The count of audit period, mail Brand Paid claims excluding OTC claims] + **\$XX.XX***[The count of audit period, mail Specialty Paid claims excluding OTC claims]

If the aggregate performance measure is strictly greater than actual rebates paid for the audit period, Vendor will pay Sponsor a **performance shortfall payment** to be calculated using the following formula:

```
[Performance measure] - [actual rebates paid for the audit period]
```

Any such performance shortfall payment is independent of any limitations. No penalty or performance shortfall payment limitation language can be interpreted as limiting or reducing average rebate guarantee performance shortfall payment.

These rebate guarantees will be reconciled independently of all other guarantees. Actual rebates exceeding the guaranteed rebates will not be used to offset performance shortfalls associated with any other guarantee.

Generic Classification Guarantee

Vendor agrees to dollar-for-dollar generic classification guarantees. If performance falls short of guarantees, Vendor will credit the shortfall on a dollar-for-dollar basis as defined below.

The **performance measure** will be calculated using the following formula:

```
[The count of audit period, Paid Brand claims with an NDC code guaranteed to be adjudicated as a generic as defined in Attachment A]
```

If the performance measure is strictly greater than zero, Vendor will pay Sponsor a **performance shortfall payment** to be calculated using the following formula:

[The sum of <gross brand cost> for all audit period, Paid Brand claims with an NDC code guaranteed to be adjudicated as a generic as defined in Attachment A] - [The sum of <gross generic cost> for all audit period, Paid Brand claims with an NDC code guaranteed to be adjudicated as a generic as defined in Attachment A]

where:

```
<gross brand cost> = [Adjudicated Ingredient Cost] +
[Adjudicated Dispensing Fee] + [Sales Tax]
```

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<gross generic cost> = [AWP]*(1 - [Average retail/mail generic
discount guarantee]) + [Average retail/mail generic dispensing
fee guarantee] + [Sales Tax]*{[AWP]*(1 - [Average retail/mail
generic discount guarantee])/[Adjudicated Ingredient Cost]}
```

Any such performance shortfall payments are independent of any payment limitations. No penalty or performance shortfall payment limitation language can be interpreted as limiting or reducing generic classification guarantee performance shortfall payment.

These generic classification guarantees will be reconciled independently from all other guarantees. If Vendor generic classification performance exceeds that which is guaranteed, associated Sponsor savings will not be used to offset shortfalls associated with any other guarantee.

Drug Mix Guarantee

Vendor agrees to the following dollar-for-dollar non-DAW generic dispensing rate (NDGDR) guarantees for claims:

- A Year 1 retail NDGDR of **XX.XX%**
- A Year 1 mail NDGDR of **XX.XX%**
- A Year 2 retail NDGDR of XX.XX%
- A Year 2 mail NDGDR of **XX.XX%**
- A Year 3 retail NDGDR of XX.XX%
- A Year 3 mail NDGDR of XX.XX%

If NDGDR performance falls short of guarantees, Vendor will credit the shortfall on a dollar-fordollar basis as defined below.

NDGDR performance measures will be calculated for each of the following categories:

- 1. Retail
- 2. Mail

For both of these categories, the **performance measure** will be calculated using the following formula:

[The count of audit period, Paid, non-DAW, Generic claims]/[The count of audit period, Paid, non-DAW claims, excluding OTC claims]

If for their retail or mail guarantee categories the performance measure is strictly less than the associated average NDGDR guarantee, Vendor will pay Sponsor a **performance shortfall payment** to be calculated using the following formula:

MAX{([Retail NDGDR guarantee] - [Retail performance measure])*[The count of audit period, Paid, retail claims excluding OTC claims]*[Retail performance shortfall factor] + ([Mail NDGDR guarantee] - [Mail performance measure])*[The count of audit period, Paid, mail claims]*[Mail performance shortfall factor], 0}

where mail and retail performance shortfall factors are calculated separately as:

[Average Brand gross cost per script] - [Average Generic gross cost per script] - [Average Brand rebate guarantee] + [Average Generic rebate guarantee]

where:

[Average Brand gross cost per script] = [The sum of Adjudicated Ingredient Cost, Adjudicated Dispensing Fee, and Sales Tax for audit period, Paid, Brand claims excluding OTC claims]/[The count of audit period, Paid, Brand claims excluding OTC claims]

[Average Generic gross cost per script] = [The sum of Adjudicated Ingredient Cost, Adjudicated Dispensing Fee, and Sales Tax for audit period, Paid, Generic claims excluding OTC claims]/[The count of audit period, Paid, Generic claims excluding OTC claims]

Any such performance shortfall payments are independent of any limitations. No penalty of performance shortfall payment limitation language can be interpreted as limiting or reducing NDGDR guarantee performance shortfall payments.

These NDGDR guarantees will be reconciled independently of all other guarantees. If Vendor NDGDR performance exceeds that which is guaranteed, associated Sponsor savings will not be used to offset shortfalls associated with any other guarantee.

The Drug Mix performance guarantee will be subject to the following conditions:

- 1. Current utilization management programs or materially similar ones will remain in place.
- 2. The agreed to formulary will remain in place.
- 3. Employer demographics and geography will remain reasonably consistent.
- 4. Benefit design changes will not reduce the co-payment advantage of generics over brands or reduce the availability of generics.

Service

Financial Accuracy

Measured for the Guarantee Period, results will meet or exceed: 99% of total audited Claim dollars are correctly paid. Results measured at account level.

Implementation Call Readiness

Service center(s) ready to respond to customer inquiries as of the Commitment Date set forth in the approved Implementation Calendar. Results measured at account level.

Call Readiness will be calculated by determining whether the Plan specifications are loaded into the applicable inquiry system with the service center(s) ready to respond to customer inquiries as of the Commitment Date set forth in the approved Implementation Calendar.

Average Speed of Answer

Measured for the Guarantee Period, results will not exceed: 30 seconds to answer a phone call. Results measured at Special Account Queue.

<u>ASA Measurement</u> - The ASA will be determined by measuring the sum of the total elapsed time between the moment when a telephone call is queued and the time the call is responded to for all answered calls, and then dividing that number by the total number of telephone calls answered during the Guarantee Period.

The calculation of ASA is based on all calls received during the hours of operation of the service center during the Guarantee Period that are serviced in the Special Account Queue

Call Abandonment Rate

Measured for the Guarantee Period, results will not exceed: 2% of calls received by Call Center(s) terminated. Results measured at Special Account Queue.

<u>Call Abandonment Rate Measurement</u> - The Call Abandonment Rate will be calculated as the total number of calls received during the Guarantee Period that result in the caller terminating the call after it is queued to a CSA, divided by the total number of telephone calls received during the Guarantee Period, expressed as a percent.

The calculation of Call Abandonment Rate is based on all calls received during the hours of operation of the service center during the Guarantee Period that are serviced in the Special Account Queue.

First Call Resolution

90% of calls resolved on first inquiry, 45 day look back. Results measured at account level

<u>First Call Resolution Measurement</u> - An Inquiry will be considered closed on first inquiry when CHLIC gives it a closed status on the Inquiry Tracking System(s) and no Inquiries involving the same matter are received during the 45 day period prior to the Inquiry.

The First Call Resolution rate will be calculated by dividing the number of Inquiries that were closed on first inquiry during the Guarantee Period by the total number of Inquiries received during the Guarantee Period, expressed as a percent.

Account Management

Account Management. Composite Score (all categories) of 3.0 or better on the Account Management Report Card based on four (4) quarterly scorecards. Results measured at account level.Reconciliation and Payment Terms

Reconciliation will be completed annually, within 180 days of the end of each contract year.

Sponsor will notify Vendor of any shortfall calculations.

Vendor shall actually deliver all performance shortfall payments to Sponsor no later than 30 calendar days after the date when Sponsor notifies Vendor of the performance shortfall payment calculations.

Written Agreement Required to Revise Contract Terms

Any modification to contract terms must be proposed in writing and signed by both parties. Both parties agree that price in all cases is a material term of the contract, and as such, any change in price must be proposed in writing and signed by both parties. Sponsor will not accept any modification unless it is written and signed by both parties. Both parties shall negotiate, approve, or deny

modifications in good faith. Neither party can unreasonably deny a proposed modification, or deny a proposed modification in bad faith.

For example, if Vendor proposes an increase in the dispensing fee equal to exactly that amount of an unexpected postage increase, Sponsor shall not deny such proposal unreasonably. Similarly, Sponsor cannot demand unreasonably that Vendor approve an increase in the benefit provided, without adequate consideration in exchange for the increase in benefit.

Termination

Sponsor can terminate this agreement on any date after the first contract year with 90 days notice.

SPECIAL CONDITIONS DISADVANTAGED BUSINESS ENTERPRISE REQUESTS FOR PROPOSALS (RFP) LETTERS OF INTEREST AND QUALIFICATIONS (LIQ)

CONTRACT NUMBER: B180P01980

I. POLICY AND TERMS

- **A.** The policy of the Chicago Transit Authority (CTA or Authority) is to create a level playing field on which Disadvantaged Business Enterprises (DBE) as defined in United States Department of Transportation (USDOT) Regulation 49 CFR Part 26, as revised from time to time, can complete fairly for CTA contracts, regardless of funding source.
- **B.** The Authority has established the following DBE participation goal for this contract:

Disadvantaged Business Enterprise Goal:

0%

- **C.** In the case that the Proposer cannot provide completed schedules due to the nature of the Proposal (e.g. Design/Build), the submitted proposal is to include completed schedules, to the extent the proposer can identify DBE participation (e.g. design team) and a written commitment that the Proposer will comply with the DBE goal.
- **D.** The DBE contract goal is expressed as a percentage of the total contract price. The Bidder may meet the DBE goal by evidencing participation by one or more certified DBEs. The Bidder may also meet the goal by documenting good faith efforts to meet the goal as described in 49 CFR Part 26 and as set forth in Section V below and/or by a combination of DBE participation and good faith efforts documentation. Any evidence of good faith efforts must be submitted with the sealed bid or the bid may be rejected in its entirety by the Authority.
- **E.** The DBE contract goal shall apply to the total dollar value of this contract, inclusive of all goods, work or services added to the contract by amendments, modifications, options, or change orders. The Bidder agrees to make good faith efforts to include DBE participation equal to the goal percentage applied to the dollar amount of any goods, work or services so added. Failure to do achieve such DBE participation or make such good faith efforts and document them to the satisfaction of the Authority will be deemed an event of default under the contract.
- **F.** The goal may be met, as further explained in Section IV hereof 1) by the Bidder's status as a DBE, 2) by participation in a Joint Venture by one or more DBEs, 3) by subcontracting a portion of the work to one or more DBEs, 4) by the purchase of materials used in the performance of the contract from one or more DBEs or 5) by any combination of the above or through sufficient documentation of its good faith efforts to meet the DBE goal as

defined in Section V hereof.

- **G.** A Bidder who fails to meet the DBE goal and fails to demonstrate sufficient and reasonable good faith efforts to meet the goal shall not be eligible to be awarded the contract. All documentation of good faith efforts by a Bidder **must** be included in the envelope or package containing the bid.
- **H.** The Authority prohibits agreements between a Bidder and a DBE in which the Bidder prohibits the DBE from providing subcontracting quotations to other Bidders. Such agreements will render the Bidder ineligible for contract award.

II. DEFINITIONS

A. "Area of Specialty" means the description of the DBE's business, which has been determined by the Director of Diversity Programs to be most reflective of the DBE's claimed specialty or expertise as stated in their certification in the IL UCP DBE Directory. Credit toward the DBE contract goal for this contract shall be limited to the participation of firms performing within their Area of Specialty. The Authority reserves the right to investigate and determine active DBE participation and applicable DBE credit specifically identified for this contract prior to award.

NOTICE: The Authority does not make any representations concerning the ability of any DBE to perform work within its Area of Specialty. It is the responsibility of the Bidder to determine the capability and capacity of the DBE firms to satisfactorily perform the work proposed.

- **B.** "Authority" means the Chicago Transit Authority.
- C. "Bid" includes the following Authority purchasing requests: Invitation for Bids (IFB).
- **D.** "Bidder" includes bidders and contractors. The terms "Bidder" and "Contractor" are used interchangeably in these Special Conditions.
- **E.** "Commercial Useful Function" or "CUF" means that a DBE is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and/or supervising the work involved. With respect to materials and supplies used on a contract, the DBE must be responsible for negotiating price, determining quantity and quality, ordering materials and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Authority will evaluate the amount of work subcontracted, industry practices, and other relevant factors. However, it is not a commercially useful function when a DBE's role is limited to that of an extra participant through which funds are passed to obtain the appearance of DBE participation on the contract.
- **F.** "Disadvantaged Business Enterprise" or "DBE" means a small business certified by the Illinois Universal Certification Program (IL UCP) as a business owned and controlled by

socially and economically disadvantaged individuals in accordance with USDOT Regulation 49 CFR Part 26.

- **G. "Directory"** means the Directory of Certified Disadvantaged Business Enterprises maintained and published by IL UCP and entitled the "IL UCP DBE Directory." The directory is available at <u>https://webapps.dot.illinois.gov/UCP/ExternalSearch</u>. Bidders are responsible for verifying the current certification status of all proposed DBE's.
- **H. "Funding Source"** means any source of funds used for an Authority contract. It includes, but is not limited to, funds provided by the US Department of Transportation (DOT), the Federal Transit Administration (FTA), the Illinois Department of Transportation (IDOT), the Regional Transportation Authority (RTA), the City of Chicago (City), the Federal Emergency Management Agency (FEMA), the Illinois Emergency Management Agency (IEMA), the US Department of Homeland Security (DHS) or the Department of Commerce and Economic Opportunity (DCEO).
- I. "Good Faith Efforts" means efforts to achieve a DBE contract goal as specified in 49 CFR Part 26 and Section V hereof.
- J. "IL UCP" means the Illinois Unified Certification Program.
- **K. "Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Bidders may develop joint venture agreements as an instrument to provide participation by DBEs in contract work. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or between a DBE firm and non-DBE firm.

In order to qualify for credit as a DBE, the DBE must be responsible for a distinct, clearly defined portion of the work and the DBE must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- L. "Purchasing Agent" means the Authority employee who holds the position of Vice President, Purchasing, or designee.
- M. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen of the United States (or lawfully admitted permanent residents) and who is in the following groups, the members of which are rebuttably presumed to be socially and economically disadvantaged:
 - 1. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
 - 2. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or

origin, regardless of race;

- **3. "Native Americans"**, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- 4. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Thailand, Malaysia, Indonesia, Vietnam, Laos, Cambodia (Kampuchea), the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific (Republic of Palau), and the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Jauvlu, Nauru, Federated States of Micronesia or Hong Kong; and
- **5. "Subcontinent Asian Americans"**, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.
- 6. "Women"
- 7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

The Director of Diversity may determine on a case-by-case basis that individuals who are not members of one of the above-listed groups are socially and economically disadvantaged.

- **N. "Subcontractor"** means the individual or firm that has a subordinate contract to that of the Contractor under which the materials or equipment are supplied or services or labor is performed.
- **O. "USDOT" or "DOT"** refers to the U.S. Department of Transportation.

III. JOINT VENTURES

The Director of Diversity will evaluate the Joint Venture agreement submitted on behalf of the proposed Joint Venture and all related documents to determine whether these DBE requirements have been satisfied. In addition, the Director of Diversity will consider the record of the joint venturers as joint venturers on other Authority contracts, if any.

NOTE: DBE/non-DBE Joint Ventures are creditable at any tier. Whenever a Joint Venture is proposed as the prime Contractor, Authority requires that each joint venturer sign the bid submitted to the Authority.

IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

The inclusion of any DBE by the Bidder in its bid documents shall not conclusively establish the Bidder's eligibility for full DBE credit for the firm's participation in the contract. The amount of DBE participation credit shall be based upon an analysis by the Director of Diversity of the specific duties which will be performed by the DBE.

The Bidder may count toward its DBE goal only expenditures to firms which are currently certified by the IL UCP and which perform a CUF.

To determine whether a firm is performing a CUF, the Director of Diversity will evaluate the amount of work subcontracted, industry practices and other relevant factors. The Director of Diversity reserves the right to deny or limit DBE credit to the Bidder where any DBE is found to be engaged in substantial pass-through activities with others.

DBE participation shall be counted toward the DBE goal in the contract as follows:

- **A.** Once a DBE is determined to be eligible in accordance with these rules, the total dollar value of the contract awarded to the DBE may be counted toward the DBE goal except as indicated below.
- **B.** A Bidder may count toward its DBE goal that portion of the total dollar value of a contract with an eligible Joint Venture equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces. The Joint Venture agreement must clearly state the work to be performed by the DBE and the method of allocating a dollar value to that work for counting toward compliance with the DBE goal.
- **C.** Consistent with normal industry practices, a DBE may enter into its own subcontracts. If a DBE subcontracts more than thirty percent (30%) or a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. Evidence may be presented by the Bidder involved to rebut this presumption.
- **D.** When a DBE subcontracts a part of the work under the contract to another firm, the value of the subcontracted work may only be counted towards the DBE goal if the DBE's Subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count towards the DBE goal.
- **E.** The Bidder may count one-hundred percent (100%) of its expenditures for materials and supplies required under the contract and which are obtained from a DBE manufacturer towards the DBE goal. The Bidder may count sixty percent (60%) of its expenditures for material and supplies under the contract obtained from a DBE regular dealer towards its DBE goal. The terms "manufacturer" and "regular dealer" are defined in 49 CFR Part 26.55(e)(1)(ii) and (2)(ii).
- **F.** The Bidder may count towards its DBE goal expenditures to DBEs which are not manufacturers or regular dealers, such as fees or commissions charged for services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies and transportation charges as set forth in 49 CFR Part 26. However, the Director of Diversity must determine the fee or charge to be reasonable and not excessive as compared with fees or charges customarily allowed for similar services.

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G. The Bidder must use good business judgment when negotiating with Subcontractors and take a DBE's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using DBE firms is not sufficient reason to fail to meet the DBE goal set forth in the contract, as long as such costs are reasonable.

V. GOOD FAITH EFFORTS

In order to be responsive, a Bidder must make good faith efforts to meet the DBE contract goal set forth in the contract. The Bidder must document the good faith efforts it made in that regard. Thus, the Bid submitted to the Authority must be accompanied by written documentation prepared by the Bidder evidencing all of its sufficient and reasonable good faith efforts toward fulfilling the goal. These efforts must be active steps, and ones, which could reasonably be expected to lead to sufficient DBE participation to meet the contract DBE contract goal. Mere *pro forma* efforts are not acceptable and will be rejected by the Director of Diversity.

Good Faith Efforts require that the Bidder consider all qualified DBEs who express an interest in performing work under the contract. This means that the Bidder cannot reject a DBE as unqualified unless the Bidder has sound reasons based on a thorough investigation of the DBE's capabilities. Further, the DBE's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of DBE bids in the Contractor's efforts to meet the contract DBE contract goal.

The following list, which is not exclusive or exhaustive, sets forth the types of actions, which indicate good faith efforts on the part of a Bidder to meet the DBE goal. The extent and type of actions required will vary depending on such things as industry practice; the time available for submitting a bid and the type of contract involved.

- **A.** Attendance at a pre-bid meeting, if any, scheduled by the Authority to inform DBEs of subcontracting opportunities under a given solicitation.
- **B.** Advertisement in general circulation media, trade association publications, and minorityfocus media for at least twenty (20) days before bids are due. If 20 days are not reasonably available due to the timing of the Authority's bid opening date, publication for a shorter reasonable time is acceptable.
- C. Written notification to capable DBEs that their interest in the contract is solicited.
- **D.** Documentation of efforts to negotiate with DBEs for specific sub-contracts including at a minimum:
 - 1. The names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact;
- **2.** A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and
- 3. A statement explaining why additional agreements with DBEs were not reached.
- **E.** For each DBE the Bidder contacted but rejected as unqualified, the reason for the Bidder's conclusion.
- **F.** Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the Bidder or the Authority.
- **G.** Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs.
- **H.** Documentation that the Bidder has broken out contract work items into economically feasible units in fields where there are available DBE firms to perform the work.
- I. Evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the contract, and that such information was communicated in a timely manner.
- J. Documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services from third parties.

VI. GOOD FAITH EFFORTS RECONSIDERATION

If it is determined that the apparent successful low Bidder(s) has failed to show good faith efforts to meet the contract DBE goal through participation, documentation of good faith efforts to meet the contract goal and/or a combination of the two, the Authority will provide it with **ONE** opportunity for administrative reconsideration before the Authority awards the contract to another Bidder. This reconsideration will include the following:

- A. The Bidder will be permitted to either provide written evidence or to present oral argument at a pre-scheduled time that the documentation it submitted with its bid met the DBE goal and/or documented good faith efforts to do so. No new evidence of good faith efforts may be presented after the bid submission deadline.
- **B.** The Authority's Reconsideration Officer will review the evidence presented by the Bidder and issue a written determination that the Bidder has: 1) met the DBE goal; 2) not met the DBE goal but has made adequate good faith efforts to do so; or 3) has not met the DBE goal and the good faith efforts made were not adequate.
- **C.** The decision of the Authority's Reconsideration Officer is final and may not be appealed to the Authority or its funding agencies.
- D. The Authority will not award a contract to any Bidder who does not meet the contract DBE

contract goal through participation by DBEs on the proposed contract or documentation of sufficient good faith efforts to meet that goal or a combination of the two. Thus, it is essential that all Bidders submit ALL relevant documentation concerning DBE participation on the proposed contract and/or good faith efforts to meet the DBE goal in the envelope or package containing their sealed bids.

VII. PROCEDURE TO DETERMINE BID COMPLIANCE

- A. If the Bidder is a Joint Venture, the Bidder as well as the Joint Venture partner MUST complete and sign Schedule B.
- **B.** A DBE Subcontractor of any tier, DBE Joint Venture partner and/or the Bidder if it is a DBE **MUST** complete and sign Schedule C.
- **C.** The Bidder MUST complete and sign Schedule D.
- **D.** All completed Schedules **MUST** be submitted at the same time as or prior to submittal of the sealed bid. In addition, any documentation evidencing the Bidder's good faith efforts to meet the contract DBE goal must be submitted with the bid. Any bids submitted without completed and executed Schedules as indicated above and/or evidence of good faith efforts will be deemed non-responsive and their bids will be rejected by the Authority.
- **E.** Letters of Certification
 - **1.** A copy of each proposed DBE firm's current Letter of Certification or No Change Affidavit ("NCA") from the DBE's certifying agency should be submitted with the bid.

ALL CERTIFICATIONS MUST BE PRE-CERTIFICATIONS. This means that the DBE's certification must be issued before the due date for bids.

- 2. All Letters of Certification or NCA issued by the DBE's certifying agency must include a statement of the DBE firm's area of specialization, relevant North American Industry Classification System ("NAICS") codes, and appropriate DBE goal credit (see Section IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL). The DBE's scope of work set forth on Schedule C must conform to its stated area of specialization. Where a DBE is proposed to perform work not covered by its area of specialization, the DBE must request an expansion of its area of specialization from its certifying agency in writing prior to the time set by the Authority for bid opening. Further, the DBE's request for a new area of specialization must be approved by the certifying agency so that the DBE is certified in the expanded area of specialization prior to the award of the contract.
- F. Joint Ventures
 - 1. Where the Bidder is a Joint Venture that includes a DBE joint venturer, the Bidder

must submit a fully executed copy of the Joint Venture agreement with its bid. The Joint Venture agreement must show that the DBE firm will be responsible for a clearly defined portion of the work to be performed, and that the DBE firm's capital contribution, control, management, risks and profits are commensurate with its ownership interest.

2. Further, if the Bidder is counting the DBE joint venturer's participation in the Joint Venture toward meeting the DBE goal on Schedule B, the Joint Venture agreement must include specific details related to: 1) contributions of capital and equipment by each Joint Venture member; 2) work items to be performed by the DBE's own forces and the dollar value thereof; 3) work items to be performed under the supervision of the DBE; 4) the DBE's management, supervisory and operating personnel to be dedicated to the performance of the project and the dollar value thereof; and (5) the authority of each joint venturer to contractually obligate the Joint Venture and to expend funds. Failure to submit a copy of a Joint Venture agreement that addresses each of the foregoing requirements will result in the DBE goal and cause the Joint Venture to be considered by the Authority to be non-responsible and its bid to be non-responsive.

G. Bidders List

The Bidder must also create a Bidders List, consisting of information about all Subcontractors that submitted a Bid or quote. The Bidders List will include the name, address, DBE/non-DBE status, age of firm and the appropriate range of annual gross receipts. A form for creating the Bidder's List included in this IFB.

VIII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The Bidder shall, within seven (7) calendar days of contract award, or prior to any work being performed by any Subcontractor of any tier, execute written subcontracts or purchase orders with the Subcontractors included in the Bid. In the event the Bidder cannot complete the agreement with one or more Subcontractors within this seven (7) day period, the Bidder must provide a written explanation for the delay and an estimated date by which the written agreement will be completed to the Director of Diversity. These written agreements shall be made available to the Director of Diversity upon request. All contracts between the Bidder and its Subcontractors must contain the following clauses as set forth in section IX and XI herein: prompt payment clause, retainage clause, and non-discrimination clause.
- **B.** The Contractor must utilize the Authority's Diversity Management System ("B2GNow"), <u>https://cta.dbesystem.com/</u>, which provides the Contractor an easy-to-use, web-based service for reporting payments rendered to **all Subcontractors**.

The Contractor will receive an electronic alert for every payment received from the Authority and must report all Subcontractor payments in B2GNow no later than seven (7)

calendar days after paying the Subcontractor(s). Failure to follow these directions may delay payment.

C. The Contractor will be expected to respond to desk audits performed at the contract's quarterly milestones. Requests for information will include, but are not limited to, subcontractor invoices and proof of payment (i.e. cancelled check or electronic fund transfer ("EFT") statement).

IX. PROMPT PAYMENT TO SUBCONTRACTORS

- A. The Contractor is required to pay each first tier Subcontractor for all Work that the Subcontractor has performed to the satisfaction of the CTA no later than fourteen (14) days after the Contractor has received payment from the CTA for that Work, and each tier of Subcontractors must likewise pay the next lower tier of Subcontractors within fourteen (14) calendar days after receiving payment. The Contractor agrees to include these assurances in all subcontracts, and require its Subcontractors to include these assurances in their subcontracts.
- **B.** If this Contract provides for retainage, the CTA will make partial payments of retainage amounts for distinct portions of the Work that have been satisfactorily completed; the Contractor must then remit to each first-tier Subcontractor its share of any retainage within fourteen (14) days after receipt of such retainage from CTA, and each tier of Subcontractors must likewise remit retainage to the next lower tier of Subcontractors within fourteen (14) calendar days after receiving payment. If this Contract does not provide for retainage, then neither Contractor nor any Subcontractor may withhold retainage from a Subcontractor. Retainage must be reported in B2GNow. The Contractor agrees to include these assurances in all subcontracts.
- **C.** A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the Authority.
- **D.** The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- **E.** The Authority will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the Authority of lien waivers, canceled checks (if requested) and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit (form to be provided by the Authority) which identify each Subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such Subcontractor, with every payment request filed with Authority, except for the first payment request, on every contract with the Authority.
- F. Failure to comply with these prompt payment requirements is a breach of the Contract

which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors may also be subject to the provisions of 50 ILCS 505/9.

X. DBE SUBSTITUTIONS

- A. Arbitrary changes by the Bidder of the DBE participation commitments previously indicated in Schedule D are prohibited. No changes may be made by the Bidder to the DBE firms listed on Schedule D after the opening of Bids but prior to contract award. However, in the event the Purchasing Agent, after consulting with the Diversity Programs Department, determines that a critical DBE Subcontractor is non-responsible, the Authority may require that Bidder replace the non-responsible DBE Subcontractor prior to contract award. In that event, Bidder must replace the non-responsible DBE Subcontractor with a responsible, certified DBE Subcontractor or document adequate good faith efforts as set forth in Section V hereof, must submit all information required in subsection C.5 hereof, and must receive the prior written approval of the Director of Diversity for such substitution.
- **B.** Further, after contract award, the Contractor shall neither terminate a DBE subcontract for convenience, nor reduce the scope of the work to be performed by a DBE, nor decrease the price to a DBE, without receiving prior written approval of the Director of Diversity. Such approval is required even if the DBE agrees with the change to the DBE's Subcontract desired by the Contractor.
- **C.** It may become necessary, at times, for the Contractor to substitute a Subcontractor in order to complete the contract work. The substitution procedure to be followed when the Subcontractor being substituted is a DBE is:
 - 1. The Contractor must immediately notify the Purchasing Agent and the Director of Diversity, in writing, of the proposed substitution of Subcontractor. The Contractor's notification must include the specific reasons it intends to reduce the scope of or terminate a DBE subcontract; adequate documentation to support the Contractor's proposed action; and a proposed substitute firm to complete the DBE's portion of work.
 - 2. Before transmitting the request for substitution to the Director, Diversity Programs, the contractor must give notice in writing to the DBE subcontractor of its intent to terminate and/or substitute and the reason for the request. The Contractor must give the DBE five (5) calendar days to respond to the request and advise the Authority and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract. If required in a particular case as a matter of public necessity (e.g., safety), the Contractor may provide a response period shorter than five days.
 - **3.** The following is a non-exclusive list of the types of reasons, which justify substitution: the DBE was found not to be able to perform, or not to be able to perform on time; the DBE's work product was not acceptable; the DBE demands an

unreasonable escalation of its price.

- 4. The following is a non-exclusive list of the types of reasons which do not justify substitution: a replacement firm has been recruited by the Contractor to perform the same work under more advantageous terms; performance issues by the DBE were disputed and every reasonable effort to have the dispute resolved or mediated has not been taken; the DBE has requested a reasonable price escalation which may be justified due to unforeseen circumstances (e.g., a change in scope of DBE's work).
- **5.** If the Subcontractor to be substituted for the DBE is not a DBE, the Contractor must document adequate good faith efforts as set forth in Section V hereof.
- 6. The Contractor's request for approval of a substitution must include the name, address, and principal official of the proposed substitute Subcontractor and the dollar value and scope of work of the proposed subcontract. If the new Subcontractor is a DBE, all DBE affidavits and documents required by Schedule C shall be attached.
- 7. The Authority will evaluate the submitted documentation and respond within fifteen (15) calendar days to the request for approval of the substitution. The Authority's response may approve the request, seek more information, and request an interview to clarify the problem or reject the proposed DBE substitution, with the reasons for the rejection stated in the Authority's response. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Authority will respond as soon as practicable.
- 8. Actual substitution by the Contractor may not be made prior to the Authority's approval. Once notified of the Authority's approval, the substitute subcontract must be executed within five (5) calendar days, and a copy submitted to the Director of Diversity.
- **D.** The Authority will not approve extra payment for escalated costs incurred by the Contractor when a substitution of Subcontractors becomes necessary in order to comply with the DBE requirements of the contract.

XI. NON-COMPLIANCE

A. Failure to comply with the DBE requirements of the contract or with the DBE substitution procedures or failure to use DBEs as stated in the Bid constitutes a material breach of contract. The Director of Diversity shall have the discretion to recommend to the Authority's Purchasing Agent that the Authority apply suitable sanctions to the Contractor if the Contractor is found to be in non-compliance with the DBE requirements. Such sanctions include, but are not limited to, withholding payment to the Contractor until corrective action is taken; suspension and/or termination of the contract, in whole or in part; declaring the Contractor non-responsible; and debarring or suspending the Contractor from entering into future contracts with the Authority.

- **B.** The failure by the Contractor to use a DBE Subcontractor to the extent the Contractor committed to use said DBE gives the underutilized DBE specific contract remedies, including the right to damages, the right to resolve the dispute by binding arbitration before an independent arbitrator and the right to recover its reasonable expenses, including attorneys' fees, if the DBE is the prevailing party, as follows:
 - 1. <u>Damages</u>. In the event the Contractor has not complied with the contractual DBE percentage and the change to the contractual DBE usage has not been approved by the Authority, an affected DBE may recover from the Contractor damages suffered by said DBE as a result of being underutilized. This provision is intended for the benefit of any DBE affected by underutilization and grants such entity third party beneficiary rights under the contract. Any rights conferred by this provision are non-waivable and take precedence over any conflicting provisions in the agreement between the Contractor and the DBE.
 - 2. <u>Arbitration procedures.</u> If requested by the DBE, the DBE shall have the right to initiate binding arbitration of any dispute concerning damages suffered as a result of being underutilized. A DBE desiring to arbitrate must notify the Contractor in writing to initiate the arbitration process. Unless the affected parties agree to a different schedule in writing, within ten (10) days of receipt by the Contractor of the intent to arbitrate from the DBE, the above-described disputes must 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. All such arbitrations must be initiated by the DBE filing a demand for arbitration with the AAA; must be conducted by the AAA; and must be held in Chicago, Illinois.
 - **3.** <u>Fees.</u> All fees of the arbitrator are the initial responsibility of the DBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys' and arbitrator fees, as damages to a prevailing DBE.
 - 4. <u>Entry of judgment.</u> Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- C. In addition, federal and state laws apply to false representations, deception and fraud:
 - 1. <u>Illinois Law.</u> Under Illinois law, it is a Class 2 felony to make certain false representations as to the status of a person or entity in obtaining a governmental contract. In addition, any person convicted of this felony offense must pay to the governmental unit that issued the contract a penalty equal to one and a half times the amount of the contract. (720 ILCS 5/17-29)
 - <u>Federal Law.</u> False, fraudulent, or deceitful statements made in connection with DBE participation in DOT assisted programs could also result in liability under 49 CFR Part 31, Program Fraud and Civil Remedies and possible prosecution under 18 U.S.C. 1001.

- **D.** If the Contractor does not pay any Subcontractor listed on a pay request or return a Subcontractor's retainage within the time limits required under the Prompt Payment provision of the contract, the Contractor must pay the Subcontractor an additional amount for interest at the lower of one percent (1%) per month or the highest lawful rate on the outstanding balance, for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the Subcontractor. All agreements between the Contractor and its Subcontractors must provide for interest as set forth herein for all contracts.
- E. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate. The Contractor agrees to include this assurance in all subcontracts.
- **F.** The Contractor and Subcontractor shall comply with the requirements of the Illinois Human Rights Act (775 ILCS 5/1-100, et seq.) and the Illinois Public Works Employment Discrimination Act (775 ILCS 5/10/0.01, et seq.) and shall refrain from unlawful discrimination under Illinois law in the performance of this contract. The failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate. The Contractor agrees to include this assurance in all subcontracts.

XII. RECORD KEEPING

The Contractor shall maintain records of all relevant data with respect to the utilization of DBEs and shall retain these records for a period of at least three (3) years after final acceptance of the work. Full access to said records shall be granted to the Authority, its Federal and/or State funding agencies, the U.S. Department of Justice, the USDOT, the Illinois Office of Inspector General and any duly authorized representatives thereof.

XIII. MINORITY FINANCIAL INSTITUTIONS

The Bidder is encouraged to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals and community banks. Information about such institutions is available on-line at

http://www.federalreserve.gov/releases/mob/current/default.htm and https://www.fdic.gov/regulations/resources/cbi/data.html.



ASSISTANCE AGENCIES

The following agencies are available to prospective bidders for assistance.

Alliance of Business Leaders & Entrepreneurs	Black Contractor United (BCU)
(ABLE)	Diack Contractor Onneu (DCU)
150 N. Michigan Ave.	11906 S. Michigan Ave.
Suite 2800	11900 S. Michigan Ave.
	Chiange II 60628
Chicago, IL 60601	Chicago, IL 60628
Contact: Donna Gaines	Contact: Belinda Henderson
Phone: (312) 624-7733	Phone: (773) 483-4000
Fax: (312) 275-7841	Fax: (773) 483-4150
Email: donna@donnamgaines.com	Email: <u>belinda_bcu@att.net</u> / <u>bcunewera@att.net</u>
Website: <u>www.ablechicago.com</u>	Website: www.blackcontractorsunited.com
Services	Services
Business Development	Business Development
Chatham Business Association (CBA)	Chicago Minority Business Development
	Council, Inc. (CMBDC)
8441 S. Cottage Grove Ave.	105 W. Adams St.
	Suite 2300
Chicago, IL 60619	Chicago, IL 60603
Contact: Melinda Kelly	Contact: Shelia C. Hill Morgan
Phone: (773) 994-5006	Phone: (312) 755-8880
Fax: (773) 994-9871	Fax: (312) 755-8890
Email: melkelcba@cbaworks.org	Email: <u>shillmorgan@chicagomsdc.org</u>
Website: www.cbaworks.org	Website: www.cmbdc.org
Services	Services
Business Development	Business Development
Certification Assistance	Certification Assistance
Technical Assistance	
Chicago Urban League (CUL)	Federation of Women Contractors (FWC)
4510 S. Michigan Ave.	5650 S. Archer Ave.
Chicago, IL 60653	Chicago, IL 60638
Contact: Kenya Spann	Contact: Joan Anderse
Phone: (773) 285-5800	Phone: (312) 360-1122
Fax: (773) 285-7772	Fax: (312) 360-0239
Email: kspann@thechicagourbanleague.org	Email: joan@andersenpump.com
Website: www.thechicagourbanleague.org	Website: www.fwcchicago.com
Services	Services
Business Development	Business Development



ASSISTANCE AGENCIES

The following agencies are available to prospective bidders for assistance.

Hispanic-American Construction Industry	Illinois Hispanic Chamber of Commerce (IHCC)
Association (HACIA)	minor more channed of commerce (MCC)
650 W. Lake Street	222 W. Merchandise Mart Plaza
Suite 415	Suite 1212, c/o 1871
Chicago, IL 60661	Chicago, IL 60654
Contact: Jorge Perez	Contact: Omar Duque
Phone: (312) 575-0389	Phone: (312) 425-9500
Fax: (312) 575-0544	Fax: N/A
Email: jperez@haciaworks.org	Email: <u>asoto@ihccbusiness.net</u>
Website: www.haciaworks.org	Website: www.ihccbusiness.net
Services	Services
Business Development	Business Development
Certification Assistance	Certification Assistance
Technical Assistance	Technical Assistance
Latin American Chamber of Commerce (LACC)	Philippine American Chamber of Commerce of
Latin American Chamber of Commerce (LifeC)	Greater Chicago (PACCGC)
3512 W. Fullerton Ave.	3413 N. Milwaukee Ave.
Chicago, IL 60647	Chicago, IL 60641
Contact: D. Lorenzo Padron	Contact: James Villar
Phone: (773) 252-5211	Phone: (773) 340-1632
Fax: (773) 252-7065	Fax: N/A
Email: D.LorenzoPadron@LACCUSA.com	Email: jamesvillar@paccgc.org
Website: www.LACCUSA.com	Website: www.paccgc.org
Services	Services
Business Development	Business Development
Certification Assistance	Certification Assistance
Technical Assistance	Technical Assistance
Women's Business Development Center	Women Construction Owners & Executives
(WBDC)	(WCOE)
8 S. Michigan Ave.	308 Circle Avenue
4th Floor	
Chicago, IL 60603	Forest Park, IL 60130
Contact: Freida Curry	Contact: Mary Kay Minaghan
Phone: (312) 853-3477	Phone: (708) 366-1250
Fax: (312) 853-0145	Fax: (708) 366-5418
Email: <u>fcurry@wbdc.org</u>	E-mail: <u>mkm@mkmservices.com</u>
Website: <u>www.wbdc.org</u>	Website: <u>www.wcoeusa.org</u>
Services	Services
Business Development	Business Development
Certification Assistance	Certification Assistance
Technical Assistance	Technical Assistance



ASSISTANCE AGENCIES

The following agencies are available to prospective bidders for assistance.

Project information and current DBE directory of certified local and out-of-state companies are available.

Chicago Transit Authority	Chicago Transit Authority
Project Information	Diversity Programs Information
Purchasing Department	Diversity Programs Department
567 W. Lake St.	567 W. Lake St.
Chicago, IL 60661-1465	Chicago, IL 60661-1465
Fax: (312) 681-2405	Fax: (312) 681-2495
Director, Purchasing	Director, Diversity Programs
John Reinitz	Mary Person
Phone: (312) 681-2420	Phone: (312) 681-2600
E-mail: jreinitz@transitchicago.com	E-mail: mperson@transitchicago.com



In order to be responsive, a bidder must make good faith efforts to meet the DBE participation goal set forth in the contract. The bidder must document the good faith efforts it made in that regard. Thus, the Bid submitted to the Authority must be accompanied by written documentation prepared by the bidder evidencing all of its sufficient and reasonable good faith efforts toward fulfilling the goal. These efforts must be active steps, and ones, which could reasonably be expected to lead to sufficient DBE participation to meet the contract DBE participation goal. Mere pro forma efforts are not acceptable and will be rejected by the General Manager, DBE Program. Good Faith Efforts require that the bidder consider all qualified DBEs, who express an interest in performing work under the contract. This means that the bidder cannot reject a DBE as unqualified unless the bidder has sound reasons based on a thorough investigation of the DBE's capabilities. Further, the DBE's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or nonsolicitation of bids in the Contractor's efforts to meet the contract DBE participation goal. The following list, which is not exclusive or exhaustive, sets forth the types of actions, which indicate good faith efforts on the part of a bidder to meet the DBE goal. The extent and type of actions required will vary depending on such things as industry practice; the time available for submitting a bid and the type of contract involved.

- Attendance at a pre-bid meeting, if any, scheduled by the Authority to inform DBEs of subcontracting opportunities under a given solicitation.
- Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before bids are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.
- Written notification to capable DBEs that their interest in the contract is solicited.
- Documentation of efforts to negotiate with DBEs for specific sub-contracts including at a minimum:
 - The names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact.
 - A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
 - A statement explaining why additional agreements with DBEs were not reached.
- For each DBE the bidder contacted but rejected as unqualified, the reason for the bidder's conclusion.
- Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the bidder or the Authority.
- Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs.
- Documentation that the bidder has broken out contract work items into economically feasible units in fields where there are available DBE firms to perform the work.
- Evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the contract, and that such information was communicated in a timely manner.
- Documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.



DBE – SCHEDULES

INSTRUCTION PAGE

- 1. Do not submit Instructions Page.
- 2. Joint ventures that intend to count participation by a DBE as a joint venture partner toward the DBE goal must complete Schedule B and attach a copy of the joint venture agreement. The DBE joint venture partner(s) must also complete a Schedule C and be included on the Schedule D.
- 3. All DBE firms included on DBE utilization plan must complete a Schedule C.
 - a. Schedule C-1 is to be used for **CONSTRUCTION** contracts, **excluding** design/build.
 - b. Schedule C-2 is to be used for **NON-CONSTRUCTION** contracts, **excluding** task order based contracts.
 - c. Schedule C-3 is to be used for TASK ORDER BASED contracts, including design/build construction contracts.
- 4. Identify all DBE firms (1st tier, 2nd tier, etc.) for total DBE utilization on Schedule D. If you need to use additional pages, number pages accordingly
- 5. Verify that all Schedules are filled out completely; compliance staff cannot make assumptions for blank spaces.
- 6. Attach a copy of each DBE's most recent Letter of Certification and include the date of the DBE's next No-Change Affidavit (NCA).
- 7. When calculating DBE participation percentage, use total bid amount (including overhead and profit) as the denominator.
- 8. Use the chart below for counting credit based on the work the DBE firm will be performing. Subcontracting firms performing labor or services on the contract that are not identified in the work categories below will receive 100% credit pending review by the Authority:

Work Categories	Credit (%)
Joint Venture partner	100% of work performed
Manufacturer	100%
Trucking	100%
Regular Dealer	60%
Broker	Fees and/or commission

DBE WORK CATEGORIES

Definitions

- *Joint venture*: An association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE 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.
- *Manufacturer*: A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- *Trucking*: A firm that owns and operates at least one fully licensed, insured, and operational truck. If the DBE leases trucks from a non-DBE firm, credit will only be assessed for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed



<u>DBE – SCHEDULES</u>

INSTRUCTION PAGE

the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers.

- Regular Dealer: A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- *Broker dealers*: A supplier that is neither a manufacturer nor a regular dealer.



JOINT VENTURE INFORMATION

ii. ADDRESS:



a.	NAME OF JOINT VENTURE:			
b.	ADDRESS:			
C.	PHONE NUMBER:	()	~
JOINT	VENTURE PARTNERS INFOR	MATION	(attach addition	nal pages if necessary)
a.	FIRM A			
	i. FIRM NAME:			

iii.	PHONE NUMBER:	()	-	
iv.	DBE CERTIFIED:	YES	NO			
FIF	RM B					
i.	FIRM NAME:				· · · ·	
ii.	ADDRESS:					

iii.	PHONE NUMBER:	()	_

iv. DBE CERTIFIED: YES NO

FIRM C c.

ii. ADDRESS:

FIRM B

b.

i. FIRM NAME:		
---------------	--	--

iii. PHONE NUMBER: () -

iv. DBE CERTIFIED: YES NO

ROLE(S) OF DBE FIRM(S) (attach additional pages if necessary)

Describe the role(s) of the DBE firm(s) in the joint venture:

JOINT VENTURE AGREEMENT

Attach a copy of the joint venture agreement.

In order to demonstrate the DBE venture(s)'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 DBE's own forces, (3) work items to be performed under the supervision of the DBE venture(s); and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.

DBE - SCHEDULE B AFFIDAVIT OF IOINT VENTURE

DBE CERTIFICATION

Attach a copy of the DBE firm(s) certification letter which shows the date of their next No Change Affidavit (NCA).

JOINT VENTURE OWNERSHIP

a. AGREEMENTS

c.

Attach a copy of all written agreements between the firms concerning this project.

b. PERCENTAGE OF OWNERSHIP

i.	DBE OWNERSHIP PERCENTAGE(S):	%
ii.	NON-DBE OWNERSHIP PERCENTAGE(S):	%
PR	OFIT & LOSS	
i.	DBE OWNERSHIP PERCENTAGE(S):	%
ii.	NON-DBE OWNERSHIP PERCENTAGE(S):	%

CAPITAL CONTRIBUTIONS (attach additional pages if necessary)
 Provide a detailed description of the initial and anticipated on-going financial contributions for each firm participating in this
 joint venture.

e. CONTRIBUTION OF EQUIPMENT (attach additional pages if necessary)

Provide a detailed description of equipment to be provided by each firm participating in this joint venture. Description should include the type, quality, and quantities.

AFFIDAVIT OF JOINT VENTURE

f. OTHER APPLICABLE OWNERSHIP INTERESTS (attach additional pages if necessary)

Provide a detailed description of any other applicable ownership interests including, but not limited to, ownership options and agreements which restrict or limit ownership and/or control.

g. CURRENT CTA CONTRACTS (attach additional pages if necessary) Provide a detailed description of <u>ALL</u> current CTA contracts and completed CTA contracts during the past two (2) years by any of the firms participating in this joint venture.

CONTROL OF THE JOINT VENTURE

Identify name and firm of the 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. CHECK SIGNING: _____
- b. AUTHORITY TO ENTER INTO CONTRACTS:
- c. SIGNING, CO-SIGNING, AND/OR COLLATERALIZING LOANS:
- d. ACQUISITIONS OF LINE(S) OF CREDIT:

e. ACQUISITION AND INDEMINIFICATION OF PAYMENT AND PERFORMANCE BONDS: _____

f. NEGOTIATING AND SIGNING LABOR AGREEMENTS: _____

AFFIDAVIT OF JOINT VENTURE

MANAGEMENT OF CONTRACT PERFORMANCE (Identify name(s) and firm(s) only)

- i. SUPERVISION OF FIELD OPERATIONS:
- ii. MAJOR PURCHASES:
- iii. ESTIMATING:
- iv. ENGINEERING:

FINANCIAL CONTROLS OF JOINT VENTURE

- a. WHICH INDIVIDUAL(S) AND/OR FIRM(S) WILL BE RESPONSIBLE FOR KEEPING THE BOOKS OF ACCOUNTS?
- b. IDENTIFY THE "MANAGING PARTNER", IF ANY, AND DESCRIBE THE MEANS AND MEASURE OF THEIR COMPENSATION:

c. WHAT AUTHORITY DOES EACH FIRM PARTICIPATING IN THIS JOINT VENTURE HAVE TO COMMIT OR OBLIGATE THE OTHER TO INSURANCE AND BONDING COMPANIES, FINANCIAL INSTITUTIONS, SUPPLIES, SUBCONTRACTORS, AND/OR OTHER PARTIES PARTICIPATING IN THE PERFORMANCE OF THIS CONTRACT OR THE WORK OF THIS PROJECT?

PERSONNEL

Identify the number of personnel (by trade and profession) from each firm needed to perform the joint venture's work under this contract. Attach additional pages if necessary.

TRADE	FIRM A:	FIRM B:	FIRM C:

AFFIDAVIT OF JOINT VENTURE

PROFESSION	FIRM A:	FIRM B:	FIRM C:
PROFESSIONAL			
ADMINISTRATIVE			
UNSKILLED LABOR			

a.	ARE ANY PROPOSED JOINT VENUTRE EMPLOYEES CURRENTLY EMPLOYED BY ANY FIRM PARTICIPATIN IN THIS JOINT VENTURE?
	NO. EMPLOYED BY FIRM A:
	NO. EMPLOYED BY FIRM B:
	NO. EMPLOYED BY FIRM C:
b.	IDENTIFY NAME AND FIRM OF THE INDIVIDUAL WHO WILL BE RESPONSIBLE FOR JOINT VENTURE HIRING?
	TIONAL INFORMATION state any other material facts and additional information pertinent to the control and structure of this joint venture.

DBE - SCHEDULE B AFFIDAVIT OF JOINT VENTURE

The undersigned affirm 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 firm in the undertaking. Further, the undersigned covenant and agree, under which work is done for CTA by the firm, to provide to CTA current, complete and accurate information regarding actual joint venture work and the payment therefor, and any proposed changes to any provision of the joint venture, or those of each firm relevant to the joint venture by authorized representatives of CTA or any of its funding agencies.

Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also 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 of the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the Director of Diversity Programs directly in writing or through the prime contractor if the joint venture is a subcontractor.

Signature of Owner, President, or Authorized Agent of Firm A

Printed Name of Owner, President, or Authorized Agent of Firm A

Date

Phone

Name of Firm A

Printed Title

	PUBLIC N	OTARY SECTION				
On this	day of , 20 , the above-signed Officer of					
Name of Firm A: personally known to me as the personality therein stated and for the p IN WITNESS OF, I HEREUNTO Signature of Notary Public	purpose therein contained.		vledged th	nat h/she executed the same in the OFFICIAL NOTARY SEAL		
My Commission Expires:						

DBE - SCHEDULE B AFFIDAVIT OF IOINT VENTURE

The undersigned affirm 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 firm in the undertaking. Further, the undersigned covenant and agree, under which work is done for CTA by the firm, to provide to CTA current, complete and accurate information regarding actual joint venture work and the payment therefor, and any proposed changes to any provision of the joint

venture, or those of each firm relevant to the joint venture by authorized representatives of CTA or any of its funding agencies.

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

Signature of Owner, President, or Authorized Agent of Firm B

Printed Name of Owner, President, or Authorized Agent of Firm B

Date

Phone

Name of Firm B

Printed Title

	PUBLIC NOTARY SECTION						
On this	day of , 20 , the above-signed Officer of						
Name of Firm B: personally known to me as the person(s) d capacity therein stated and for the purpose		wledged th	at h/she executed the same in the				
IN WITNESS OF, I HEREUNTO SET (Signature of Notary Public	MY HAND AND OFFICIAL SEAL.		OFFICIAL NOTARY SEAL				
My Commission Expires:							

DBE - SCHEDULE B AFFIDAVIT OF JOINT VENTURE

The undersigned affirm 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 firm in the undertaking. Further, the undersigned covenant and agree, under which work is done for CTA by the firm, to provide to CTA current, complete and accurate information regarding actual joint venture work and the payment therefor, and any proposed changes to any provision of the joint venture, or those of each firm relevant to the joint venture by authorized representatives of CTA or any of its funding agencies.

Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also 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 of the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the Director of Diversity Programs directly in writing or through the prime contractor if the joint venture is a subcontractor.

Signature of Owner, President, or Authorized Agent of Firm C

Printed Name of Owner, President, or Authorized Agent of Firm C

Date

Phone

Name of Firm C

Printed Title

	PUBLIC N	OTARY SECTION	
On this	dayof	, 20	, the above-signed Officer of
Name of Firm C personally known to me as the personally known to me as the personal stated and for the capacity therein stated and for the IN WITNESS OF, I HEREUN' Signature of Notary Public	e purpose therein contained.		ed that h/she executed the same in the OFFICIAL NOTARY SEAL
My Commission Expires:			



Participant Statement

INSTRUCTIONS

This form must be completed for each DBE firm participating in the Utilization Plan. Failure to complete and submit all pages of this form with the bid documents will result in the bid being rejected in its entirety. If additional space is needed, attach an additional form.

LETTER OF INTENT FROM DBE TO PERFORM AS (WORK CATEGORY):
SUBCONTRACTOR/SUBCONSULTANT (Non-trucking) TRUCKING
MANUFACTURER REGULAR DEALER (60%) BROKER DEALER (Identify commission and/or fees)
SUBCONTRACTING LEVEL: TIER (i.e. 1 st Tier, 2 nd Tier, 3 rd Tier, etc.)
CONTRACT TITLE:
CONTRACT NUMBER:
DBE FIRM:
The DBE status of the undersigned is confirmed by the attached Letter of Certification. Date of next NCA:
PRIME CONTRACTOR:
DBE SCOPE OF WORK (attach additional pages if necessary):
DBE CONTRACT AMOUNT: \$
DBE SUB-SUBCONTRACTING LEVELS
% of the dollar amount of the DBE's subcontract will be sublet to non-DBE contractors.
% of the dollar amount of the DBE's subcontract will be sublet to DBE contractors.
NOTICE: IF THE DBE WILL NOT BE SUB-SUBCONTRACTING ANY OF THE WORK DESCRIBED IN THIS

NOTICE: If <u>ANY</u> dollar amount of the DBE's scope of work will be sublet, a brief explanation and description of the work to be sublet must be attached to this schedule. The DBE MUST perform at least 30% of its scope of work.

SCHEDULE, A ZERO (0) MUST BE SHOWN IN EACH BLANK ABOVE.

Participant Statement NOTICE: Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in

conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded, and for initiating action under federal or state laws concerning false statements.

The undersigned will enter into a formal written agreement for the above work with you as Prime Contractor, conditioned upon your execution of a contract with the Chicago Transit Authority, and will do so within (7) seven calendar days of your receipt of a signed contract from the Chicago Transit Authority or prior to any work being performed by the DBE subcontractor.

Signature of Owner, President, or Authorized Agent of DBE

dayof

Printed Name of Owner, President, or Authorized Agent of DBE

Date

On this

Name of DBE firm: _ personally known to me as the person(s) described in the foregoing Affidavit, acknowledged that h/she executed the same in the capacity therein stated and for the purpose therein contained. IN WITNESS OF, I hereunto set my hand and official seal. OFFICIAL NOTARY SEAL Signature of Notary Public My Commission Expires:

PUBLIC NOTARY SECTION

, 20

, the above-signed Officer of

The Chicago Transit Authority is requesting information that is necessary to accomplish the statutory as outlined under federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information may result in the contract not being awarded.

Printed Title

Name of DBE Firm

Phone:



Participant Statement

INSTRUCTIONS

This form must be completed for each DBE firm participating in the Utilization Plan. Failure to complete and submit all pages of this form with the bid documents will result in the bid being rejected in its entirety. If additional space is needed, attach an additional form.

LETTER OF INTENT FROM DBE TO PERFORM AS (WORK CATEGORY):
SUBCONTRACTOR/SUBCONSULTANT (Non-trucking) TRUCKING
MANUFACTURER REGULAR DEALER (60%) BROKER DEALER (Identify commission and/or fees)
SUBCONTRACTING LEVEL: TIER (i.e. 1 st Tier, 2 nd Tier, 3 rd Tier, etc.)
CONTRACT TITLE:
CONTRACT NUMBER:
DBE FIRM:
The DBE status of the undersigned is confirmed by the attached Letter of Certification. Date of next NCA:
PRIME CONTRACTOR:
DBE SCOPE OF WORK (attach additional pages if necessary):
DBE CONTRACT AMOUNT (minimum level of effort): \$
DBE CONTRACT AMOUNT (maximum level of effort): \$
DBE SUB-SUBCONTRACTING LEVELS
% of the dollar amount of the DBE's subcontract will be sublet to non-DBE contractors.
% of the dollar amount of the DBE's subcontract will be sublet to DBE contractors.
NOTICE: IF THE DBE WILL NOT BE SUB-SUBCONTRACTING ANY OF THE WORK DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE SHOWN IN EACH BLANK ABOVE.

NOTICE: If ANY dollar amount of the DBEs' scope of work will be sublet, a brief explanation and description of the work to be sublet must be attached to this schedule. The DBE MUST perform at least 30% of its scope of work.

The Chicago Transit Authority is requesting information that is necessary to accomplish the statutory as outlined under federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information may result in the statutory as outlined with the statement of th

Participant Statement

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The undersigned will enter into a formal written agreement for the above work with you as Prime Contractor, conditioned upon your execution of a contract with the Chicago Transit Authority, and will do so within (7) seven calendar days of your receipt of a signed contract from the Chicago Transit Authority or prior to any work being performed by the DBE subcontractor.

Signature of Owner, President, or Authorized Agent of DBE

Name of DBE Firm

Printed Title

Printed Name of Owner, President, or Authorized Agent of DBE

Date

Phone:

	PUDLIC NOTARY	SECTION	
On this	dayof	, 20 , the above-signed (Officer of
Name of DBE firm:			
	as the person(s) described in the foregoing Affident for the purpose therein contained.	avit, acknowledged that h/she executed the	same in the
IN WITNESS OF, I he	reunto set my hand and official seal.	OFFICIAL NOTARY	SEAL
Signature of Notary Pub	lic		
My Commission Expire	S:		
	and a stand to be a second to a to Compare at the state of the second second		1 C. 1

DUDI IC NOTADV OPCTION



Participant Statement

INSTRUCTIONS

This form must be completed for each DBE firm participating in the Utilization Plan. Failure to complete and submit all pages of this form with the bid documents will result in the bid being rejected in its entirety. If additional space is needed, attach an additional form.

LETTER OF INTENT FROM DBE TO PERFORM AS (WORK CATEGORY):
SUBCONTRACTOR/SUBCONSULTANT (Non-trucking) TRUCKING
MANUFACTURER REGULAR DEALER (60%) BROKER DEALER (Identify commission and/or fees)
SUBCONTRACTING LEVEL: TIER (i.e. 1 st Tier, 2 nd Tier, 3 rd Tier, etc.)
CONTRACT TITLE:
CONTRACT NUMBER:
TASK ORDER NUMBER: CATEGORY NUMBER (IF APPLICABLE):
DBE FIRM:
The DBE status of the undersigned is confirmed by the attached Letter of Certification. Date of next NCA:
PRIME CONTRACTOR:
DBE SCOPE OF WORK (attach additional pages if necessary):
DBE CONTRACT AMOUNT (minimum level of effort): \$
DBE CONTRACT AMOUNT (maximum level of effort): \$
DBE SUB-SUBCONTRACTING LEVELS
% of the dollar amount of the DBE's subcontract will be sublet to non-DBE contractors.
% of the dollar amount of the DBE's subcontract will be sublet to DBE contractors.
NOTICE: IF THE DBE WILL NOT BE SUB-SUBCONTRACTING ANY OF THE WORK DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE SHOWN IN EACH BLANK ABOVE.
NOTICE: If ANY dollar amount of the DBEs' scope of work will be sublet, a brief explanation and description of the work to be sublet must be attached to this schedule. The DBE MUST perform at least 30% of its scope of work.

Participant Statement

NOTICE: Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded, and for initiating action under federal or state laws concerning false statements.

The undersigned will enter into a formal written agreement for the above work with you as Prime Contractor, conditioned upon your execution of a contract with the Chicago Transit Authority, and will do so within (7) seven calendar days of your receipt of a signed contract from the Chicago Transit Authority or prior to any work being performed by the DBE subcontractor.

Signature of Owner, President, or Authorized Agent of DBE

Printed Name of Owner, President, or Authorized Agent of DBE

Date

On this

PUBLIC NOTARY SECTION

, 20

, the above-signed Officer of

dayof

The Chicago Transit Authority is requesting information that is necessary to accomplish the statutory as outlined under federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information may result in the contract not being awarded.

Name of DBE Firm

Printed Title

Phone:



DBE Utilization Plan

INSTRUCTIONS

This form must be completed by the Prime Contractor. Failure to complete and submit all pages of this form with the bid documents will result in the bid being rejected in its entirety. If additional space is needed, attach an additional form.

CONTRACT TITLE:	 	 	
CONTRACT NUMBER:			
TASK ORDER NUMBER: (IF APPLICABLE)	 CATEGORY NUMBER: (IF APPLICABLE)		
TOTAL BID AMOUNT:			

I, acting in my capacity as an officer of the undersigned bidder (or bidders, if a joint venture), hereby assure the Chicago Transit Authority that on the above referenced project my company:

Meets or exceeds the Disadvantaged Business Enterprise goal assessed and has provided documented participation of _____%. Attached are the signed participant statements (Schedule C-1/C-2/C-3) required by the Special Conditions evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Failed to meet the Disadvantaged Business Enterprise goal assessed through DBE participation, but included good faith effort documentation to meet the goal and provided documented participation of _____%. Attached are the signed participant statements (Schedule C-1/C-2/C-3) required by the Special Conditions evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

DBE FIRM (If 2 nd tier or lower, identify sub-prime)	TIER	WORK CATEGORY (e.g. Regular Dealer)	DESCRIPTION OF WORK	TOTAL AMOUNT OF DBE CONTRACT
				\$
				\$
				\$
				\$
				\$
				\$
				\$

DBE Utilization Plan

I hereby acknowledge that I have been advised of the following:

Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded, and for initiating action under federal or state laws concerning false statements.

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

The undersigned will enter into a formal agreement with all listed DBE firms for work as indicated by this Schedule D and accompanying Schedule Cs, and will enter into such agreements within (7) seven calendar days after receipt of the contract executed by the Chicago Transit Authority or prior to any work being performed by the DBE subcontractor(s). In the event the Prime contractor cannot meet said seven (7) day schedule, it must provide a written explanation for the delay and an estimate date by which the written agreement will be completed.

If awarded a contract, I agree to promptly and directly provide the CTA on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

Further, I shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. I shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by me to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the CTA deems appropriate.

Signature of Owner, President, or Authorized Agent of Prime Contractor

Printed Name of Owner, President, or Authorized Agent of Prime Contractor

Printed Title

Phone

Name of Prime Contractor

Date

PUBLIC NOTARY SECTION

On this

dayof

, 20 , the above-signed Officer of

IN WITNESS OF, I hereunto set my hand and official seal. Signature of Notary Public

My Commission Expires:



DBE - SCHEDULE D – Additional Page

DBE Utilization Plan

CONTRACT NUMBER:

PRIME CONTRACTOR:

DBE FIRM (If 2 nd tier or lower, identify sub-prime)	TIER	WORK CATEGORY (e.g. Regular Dealer)	DESCRIPTION OF WORK	TOTAL AMOUNT OF DBE CONTRACT:
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$



BIDDERS LIST

PRIME CONTRACTOR:

CONTRACT NUMBER: _____

JOB ORDER NUMBER (IF APPLICABLE): _____

CONTACT PERSON _____ PHONE NUMBER: _____

Included on the following list are all firms who responded to a solicitation by submitting a bid or quote as a subcontractor. Under gross receipt column list range using the following: Under \$500,000, \$500,000-\$1,000,000, \$1,000,000-\$2,000,000, \$2,000,000-\$2,500,000, \$2,500,000-\$3,000,000, \$3,000,000-\$3,500,000, \$3,500,000-\$4,000,000, over \$4,000,000.

FIRM NAME	FIRM ADDRESS	DBE OR NON-DBE	AGE OF FIRM	GROSS RECEIPT RANGE
				-
1				

MODEL CONTRACT – NOT FOR EXECUTION

PROFESSIONAL SERVICES CONTRACT DOCUMENT
between the
CHICAGO TRANSIT AUTHORITY
And
[VENDOR NAME]
for
PHARMACY BENEFITS MANAGEMENT SERVICES
CONTRACT NO. B180P01980

CTA PROFESSIONAL SERVICES CONTRACT PART A

Contract Number:B18OP01980 Contract \$ Value:

This Contract is made and entered into as of the day of 20 by and between a corporation/partnership/company having its principal place of business at the "Contractor"), and Chicago Transit Authority, a political sub-division, body politic and separate municipal corporation having its principal place of business at 567 West Lake Street, Chicago, Illinois 60661-1498 (hereinafter referred to as the "Authority").

WHEREAS, the Authority requires certain professional services as hereinafter defined; and

WHEREAS, the Contractor represents and warrants that it is ready, willing, and able to perform such professional services in accordance with the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

PART A, ARTICLE 1. RECITALS AND DEFINITIONS

1.1 Incorporation of Recitals.

The above recitals are hereby expressly incorporated herein and made a part of this Contract.

1.2 Definitions.

Except as otherwise specified, the abbreviations and definitions applicable to this Contract are provided in PART B, Article 1.

PART A, ARTICLE 2. SCOPE OF SERVICES

2.1 Services and Deliverables.

The Authority hereby retains Contractor to provide the Scope of Services described in PART C, Exhibit 1. The Contractor will perform all tasks, responsibilities and submittals identified in the Scope of Services in a satisfactory form and manner, as reasonably determined by the Project Manager.

When the Scope of Services of this Contract requires the Contractor to prepare Deliverables, the Contractor understands that such items must receive the Authority's review and approval prior to usage and payment thereof. Partial or incomplete Deliverables may be provided to the Authority only when required for a specific and well-defined purpose and when consented to in advance by the Authority. In no event will partial or incomplete Deliverables be considered as satisfying the specific submittal requirements set forth herein. The delivery of Partial or incomplete Deliverables to the Authority will in no way relieve the Contractor of its schedule or cost commitments hereunder.

Because the Scope of Services is not intended to cover every detail of the Services and Deliverables, the Contractor will furnish all labor, materials, equipment, and incidentals as well as all additional, collateral, and incidental work, as required and necessary to complete the Scope of Services, whether or not these details are specified in this Contract, all at no additional cost to the Authority.

In the event the Contractor fails to comply with the standards specified in the Contract, the Contractor will perform again, at its own expense, any and all of the Scope of Services, which were directly or indirectly affected by such failure. Notwithstanding any review, approval, acceptance, or payment for any or all of the Scope of Services by the Authority, the Contractor will be and remain responsible for the professional and technical accuracy of the full Scope of Services required under this Contract. This provision will in no way be considered as limiting the rights of the Authority against the Contractor either under this Contract, in law, or in equity.

2.2 Delivery Schedule.

All Scope of Services must be delivered in a timely manner consistent with the established time requirements set forth in PART C, Exhibit 1.3 of this Contract, Project Schedule/Contract Time.

2.3 Site.

The Location(s) for delivery of the Scope of Services under this Contract are as identified in PART C, Exhibit 1.1.

2.4 Meetings.

The Contractor will meet with the Authority's representatives via teleconference, videoconference, or in person, on a regular basis throughout the term of the Contract, to inform the Project Manager of the status of performance, including without limitation, resolved and unresolved issues, schedules, costs, recommendations and any other appropriate items.

The Contractor will further meet with representatives of the Authority and other interested parties as may be required in connection with the provision of the Scope of Services hereunder. The Contractor will be responsible for the preparation of minutes documenting the Contractor's understanding of all such meetings. Copies of such minutes will be distributed by the Contractor to interested parties in accordance with directions of the Project Manager.

2.5 Progress Reports. [DELETE IF NOT APPLICABLE]

The Contractor will prepare written progress reports on a basis, or as otherwise required by the Project Manager, ("Reporting Period") throughout the term of the Contract. All reports will be submitted by the Contractor to the Authority within days after the close of the Reporting Period. Included within each written report will be the following:

- 1. Summary of the Scope of Services provided within the Reporting Period.
- 2. Scope of Services planned for the next Reporting Period.
- 3. Problems encountered, solutions proposed and assistance required.
- 4. Status of the budget indicating the amount invoiced to date, the amount remaining, and a discussion of problems anticipated completing the Scope of Services on budget.

2.6 Term.

The term of this Contract will commence as of date on which both parties have executed this Contract and continue for a period of three years with two one year options (the "Term"). The Contractor will commence its performance of the Scope of Services under the Contract as of the first day of the Term hereof unless the Authority notifies the Contractor that it elects to issue a Notice-to-Proceed, in which case the Contractor will commence its performance on the date set forth in the Notice-to-Proceed and Contractor must complete its performance by the last day of the Term (the "Contract Time").

PART A, ARTICLE 3. COMPENSATION AND PAYMENT SCHEDULE

3.1 Contractor's Compensation.

The Contractor will be entitled to receive for satisfactory performance of the Scope of Services the compensation set forth below and as described in more detail in PART C, Exhibit 2:

Fixed Price/Lump Sum.

As compensation for Services to be performed and Deliverables to be provided by the Contractor during the Term, the Authority will pay the Contractor the fixed price(s), as specified in PART C, Exhibit 2; provided such fixed price(s) shall not in aggregate exceed \$. The Authority will have no liability for any expenses or costs incurred by the Contractor in providing the full Scope of Services. Payments made by the Authority under the Contract are not intended, and must not be construed as acceptance of defective Scope of Services, or as condoning any omission from the Scope of Services.

3.2 Invoices.

Invoices from the Contractor will be marked, prepared in duplicate, consecutively numbered, include a reference to this Contract name and the number assigned thereto by the Authority, and will be forwarded to the Authority at the following address.

Chicago Transit Authority 567 W. Lake Street Chicago, Illinois 60661-1498 Attn: Quality Assurance Manager

Additionally, Contractor will provide a copy of the invoice to the Project Manager at the address set forth in PART A, Article 4.

Upon the Authority's request, Contractor will meet with the Authority to discuss the format and/or content of invoices submitted under this Contract. Contractor will ensure that Contractor's invoices meet the Authority's requirements, which may be changed from time to time.

3.3 Most Favored Customer.

The Contractor will treat the Authority as the Contractor's most favored customer. The Contractor represents that the prices for the Scope of Services furnished to the Authority under this Contract and all of the terms of this Contract are not less favorable than the prices and terms offered to any of the Contractor's other customers under similar quantities, terms and conditions. If the Contractor offers to any customer lower prices or more favorable terms than are offered to the Authority under this Contract for similar Scope of Services, the Contractor agrees to notify the Authority in writing and concurrently extend such prices, and terms to the Authority, and this Contract, at the Authority's option, will be deemed amended to provide such more favorable prices and terms to the Authority. Any amounts charged to the Authority in excess of prices charged by the Contractor to any other customer for similar Scope of Services will promptly be refunded or credited to the Authority by the Contractor.

3.4 Option to Withhold Payment of Compensation.

After payment of 85 percent of the Contractor's Compensation, the Project Manager may withhold further payment in an amount that the Project Manager considers necessary to protect the Authority's interest. This reserve will not exceed 15 percent of the total Contract Price. The Project Manager will release all Contractor's Compensation withheld under this Contract once the Authority has accepted all Scope of Services.
PART A, ARTICLE 4. CONTRACTOR PERSONNEL

4.1 Key Personnel.

The Contractor will, immediately upon execution of this Contract, assign and maintain a staff of competent personnel who are fully equipped, available as needed, licensed as appropriate, and qualified to perform the Scope of Services required by this Contract. Contractor's Key Personnel under the Contract will be the persons and/or positions as set forth as such in PART C, Exhibit 3. The Contractor agrees not to reassign or replace any Key Personnel assigned to the performance of this Contract until such time as the Scope of Services is satisfactorily completed unless such reassignment or replacement would not materially affect the quality or progress of the Scope of Services; provided further that all replacement personnel shall be equally or better qualified than the originally assigned Key Personnel as determined by the Authority. Contractor must request, in writing, the consent of the Authority for each such proposed reassignment or replacement and such reassignment or replacement shall only be permitted if it is agreed to in writing by the Director, Purchasing. The Authority also reserves the right to reject any personnel from the Contractor for any reason, in which case Contractor shall immediately remove such rejected personnel from performing under this Contract and assign appropriate replacement personnel as described above.

4.2 Contractor's Manager.

The Contractor will assign a Manager for the Contract, qualified to act in a liaison capacity, and to be available at all times, on matters pertinent to the Scope of Services. The name and address for Contractor's Manager assigned to this Contract is as set forth in PART C, Exhibit 3.

4.3 Authority's Project Manager.

The name and address of the Authority's representative assigned to act as Project Manager for the Authority is as set forth in PART C, Exhibit 3.

PART A, ARTICLE 5. SPECIAL CONDITIONS – INSURANCE, DBE AND OTHER REQUIREMENTS

5.1 Disadvantaged Business Enterprise Commitment.

Contractor will comply with all requirements set forth in PART C, Exhibit 7, and the Disadvantaged Business Enterprise Commitment included in the Authority's Request for Proposals, in PART C, Exhibit 5.

5.2 Insurance.

The Contractor will take out and maintain, during the entire Term of this Contract, insurance that meets with the requirements, if any, set forth in the attached in PART C, Exhibit 8. Contractor shall submit to the Authority proof of insurances meeting the standards set forth in PART C, Exhibit 8.

5.3 Other Special Conditions.

Contractor will comply with all other Special Conditions, if any, set forth in PART C, Exhibit 7.

PART A, ARTICLE 6. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

6.1 **Documents Incorporated by Reference.**

The Contractor understands and agrees that the documents listed in PART A, Section 6.2, copies of which are attached hereto and marked, are hereby incorporated in and made a part of this Contract by this reference as though they were set forth herein at length.

6.2 Order of Precedence.

In case of any conflict or inconsistency that cannot otherwise be resolved, the governing order of precedence of the component parts of the Contract is as follows:

- 1. Executed Change Orders to the Contract.
- 2. Professional Services Contract, and any Special Conditions in PART A, Article 5 and PART C, including without limitation Contractor's DBE Proposal and Insurance Certificate.
- 3. PART C, Exhibits 1 (Scope of Services), 2 (Payment Schedule), and 3 (Contractor's Key Personnel and Authority Project Manager).
- 4. General Conditions in PART B.
- 5. Contractor's Best and Final Offer, attached as PART C, Exhibit 4.
- 6. The Authority's Request for Proposals and any addenda thereto, and the Authority's Insurance Requirements attached as PART C, Exhibit 5, and Exhibit 8, respectively.
- 7. Contractor's Technical and Price Proposals, attached as PART C, Exhibit 6.
- 8. Contractor's Completed Certifications, attached as PART C, Exhibit 6.
- 9. Supplemental Materials, if any, attached as PART C, Exhibit 9.

All Change Orders executed will be a part of the Contract and will take precedence over any other part of the Contract wherever they conflict therewith. A Change Order more recently executed will take precedence over any prior Change Order wherever it conflicts therewith.

PART A, ARTICLE 7. ENTIRE AGREEMENT AND EXECUTION

7.1 Entire Contract.

This Contract, including all documents that are expressly incorporated into the Contract, constitutes the entire agreement between the Contractor and the Authority with regard to its subject matter, and no other oral or written understandings, representations, inducements, consideration, promises, or interpretations are part of the Contract. This Contract may not be modified or altered except by written instrument executed by a duly authorized representative of each party.

7.2 Authority to Execute Contract.

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 and certification contained herein, attached hereto, and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If the Contractor is a corporation, the president or vice-president must sign the Contract. In the event that the Contract is executed by someone other than the president or vice president, a certified copy of the section of the corporate by-laws or resolution of the corporation that permits the person to execute the Contract for the corporation must be furnished by Contractor prior to execution by the Authority.

If the Contractor is a partnership or a joint venture, all partners or participants in the joint venture must sign all copies of the Contract unless one partner or joint venture participant is authorized to sign for the partnership or joint venture, in which case evidence of such authority, satisfactory to the Director, Purchasing, must be submitted by the Contractor prior to execution by the Authority.

If the Contractor is a sole proprietor, the sole proprietor must sign all copies of the Contract. If other than a sole proprietorship, the Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

A partnership, joint venture, or sole proprietor operating under an assumed name must be registered with the Illinois County in which it is located, as provided in the Assumed Business Name Act, 805 ILCS 405 *et seq.*, as amended.

7.3 Illinois Criminal Code Certification.

Further, the undersigned Contractor, being duly sworn, deposes and states on oath that the undersigned has not entered into any agreement with any other proposer or prospective proposer or with any other person, firm or corporation relating to the price or prices named within the undersigned's proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from proposing, nor any agreement or arrangement for any act or omission in restraint of free competition among proposers, and has not disclosed to any person, firm or corporation the terms of the undersigned's proposal or the price or prices named herein.

As required by Section 33E-11 of the Illinois Criminal Code of 1961, as amended (the "Act"), the undersigned certifies that the Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of either bid-rigging in violation of Section 3 of Article 33E or bid-rotating in violation of Section 4 of Article 33E of the Act or any similar offenses of any state or the United States that contain the same elements as the offenses of bid-rigging or bid-rotating.

7.4 **Participation by Other Agencies.**

Other local government agencies may negotiate their own agreements with Contractor based on other terms and conditions in this Agreement. Other agencies will issue their own contracts directly to Contractor. Participation by other agencies shall have no adverse effect on the Authority. The Authority will not be responsible for any obligation due from any other agency to Contractor. The Authority will have no liability for the acts or omissions of any other agency, and makes no representation that the process followed by the Authority to select Contractor for this Contract complies with the procurement rules, regulations or policies of the other agency.

Contract No. B18OP01980

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

CONTRACTOR

CHICAGO TRANSIT AUTHORITY

Dorval R. Carter, President

By: _____

Name

By:

By: _____

Ellen McCormack Vice President, Purchasing & Supply Chain

Title

Dated:

[If a corporation and signed by any person other than the president or vice-president, a certified copy of the resolution or by-law authorizing such person to sign must be attached to this Contract. Refer to PART A, Section 7.2 for additional instructions and requirements.]

State of

County of

Signed and sworn before me by the signatory whose name appears above on this:

_____day of _____, 20____.

My Commission expires:

(Signature of Notary Public)

Assistant Secretary

Approved as to form and legality for the sole benefit of the Authority. Subject to proper authorization and execution thereof.

Attorney

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CTA PROFESSIONAL SERVICES CONTRACT PART B

PART B, ARTICLE 1. ABBREVIATIONS AND DEFINITIONS

- **CFR.** Code of Federal Regulations
- **DOT.** Department of Transportation
- **EPA.** Environmental Protection Agency
- FTA. Federal Transit Administration
- RFP. Request for Proposal
- U.S. United States
- **U.S.C.** United States Code
- Addendum. The written or graphic documents issued prior to the submission of proposals that clarify, correct, or change the Authority's Request for Proposals. Each Addendum is uniquely numbered. The plural form, Addenda, refers to all uniquely numbered Addendum.
- Authority. The Chicago Transit Authority, an Illinois municipal corporation. Also referred to as CTA.
- **Change Order.** A written order to the Contractor issued by the Authority in accordance with the Contract. A fully executed Change Order must be approved by the Authority's Board, where required, and have the signatures of all required parties. Also referred to as an Amendment.
- **Changed Services.** A material change (either an increase or decrease) in the quality, quantity, or programmatic requirements of the Scope of Services specified in the Contract as determined by the Authority. Changed Services do not include those items that are reasonably inferable from the Contract as being necessary for the proper, timely, and orderly completion of the specified Services and Deliverables as set forth in the Scope of Services and other requirements of the Contract.
- **Contractor.** The individual, partnership, firm, corporation, joint venture, or other entity identified in the Contract. May also be referred to as Consultant.
- **Contractor's Expenses.** Those expenses incurred by the Contractor and its Subcontractors related to the performance of the Scope of Services, including without limitation, telephone charges, copying charges, travel expenses, computer usage charges, and the like. Except to the extent that the Contract expressly provides otherwise, all Contractor's Expenses will be borne by the Contractor as part of the Contract Price. May also be referred to as Contractor Expenses.
- **Contract.** The several writings that evidence the Contract, including the Professional Services Contract in Part A and any Change Order thereto, these General Conditions (Part B) any Special Conditions in Part C and all Exhibits in Part C, attached or referred to by any of the foregoing, and other documents, if any, made a part of the Contract.
- **Contract Price.** The maximum amount payable by the Authority to the Contractor for completion of the Scope of Services according to the Contract.

- **Contract Time.** The Period of Time allowed for completion of the Scope of Services as provided in the Contract. The Contract Time may also include progress or milestone deadlines as specified in a Payment or Project Schedule attached to and incorporated in the Contract in PART C, Exhibit 1 of the Contract.
- **Day, day, Days or days.** Calendar day or days. A day contains 24 hours, begins at midnight, and includes every day shown on the calendar including all days Monday through Friday, and all Saturdays, Sundays, and all Holidays on which the Authority's central offices are closed.
- **Deliverables.** All submittals required to be delivered by the Contractor to the Authority in connection with the Scope of Services, including materials, documents, drawings, magnetic media and reports, and all underlying information, data research, and statistics as either expressly noted in the Contract or as may be required from time to time by the Authority.
- Director, Purchasing. The Authority's Director, Purchasing, or his/her authorized representative.
- **Notice.** A written communication between the Authority and the Contractor, either of which may be the originator, that provides information or gives direction related to the Contract.
- **Notice-to-Proceed.** If provided, the written notice issued by the Authority to the Contractor authorizing the Contractor to begin providing the Scope of Services on a certain date. If provided, the Notice-to-Proceed date is the first day of Contract Time.
- **Payment Schedule.** A contractual timetable defining when the Scope of Services procured under this Contract will be delivered to the Authority and when payment of Contractor's Compensation will be made, as specified in PART C, Exhibit 2.
- **Project Manager.** The Authority's representative designated to provide general contract administration and oversight duties under the Contract, or his/her designee or successor. The Project Manager's responsibilities do not include responsibilities specifically reserved for the Director, Purchasing exclusively.
- **Regulation.** Any law, ordinance, statute, or lawful order issued by authorities having jurisdiction over the Scope of Services or parties to this Contract.
- **Requests for Proposal.** The Authority's solicitation for the Scope of Services which are the subject of this Contract, including all Addenda thereto.
- **Services.** The professional services to be provided under the Contract by the Contractor for which special qualification, training, licensing, or certification may be a prerequisite.
- Scope of Services. Services and Deliverables required to be performed and provided by the Contractor and described in this Contract.
- **Subcontractor.** An individual, firm, partnership, corporation, or business entity other than an employee of the Contractor that contracts with the Contractor to furnish the Scope of Services under this Contract. The word "Subcontractor" is referred to as if singular in number and means each Subcontractor and any authorized representative of each Subcontractor.
- Subcontract. A contract between Contractor and a Subcontractor.
- **Working Day.** A Working Day is a Calendar Day, exclusive of Saturdays, Sundays, or Holidays on which the Authority's central offices are closed.

PART B, ARTICLE 2. GENERAL

2.1 Contract Interpretation.

Any headings of this Contract are for convenience of reference only and do not define or limit the terms or provisions. Words importing persons will include firms, associations, partnerships, trusts, corporations, joint ventures, and other legal entities, including public bodies, as well as natural persons. Words of gender will be deemed and construed to include correlative words of other genders. Words importing the singular number will include the plural and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements, addenda, and Amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this Contract. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Contract.

2.2 Severability.

If any provision of this Contract is held or deemed inoperative or unenforceable because it conflicts with any other provision or provisions hereof, or any Regulation, constitution, public policy, or any other reason, the circumstances will not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provision herein contained invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Contract will not affect the remaining portions of this Contract or any part thereof.

2.3 No Waiver of Legal Right.

Neither the acceptance by the Authority, or any representative of the Authority, nor any payment for, or acceptance of, the whole or any part of the Scope of Services, nor any extension of time, nor any possession taken by the Authority, will operate as a waiver by the Authority of any portion of the Contract, or of any power herein reserved, or any right of the Authority to damages herein provided. A waiver of any breach of the Contract will not be held to be a waiver of any other or subsequent breach. The Authority may only waive its rights in a writing executed by the Director, Purchasing.

Whenever, under this Contract, the Authority by a proper power waives the Contractor's performance in any respect, or waives a requirement or condition to either the Authority's or the Contractor's performance, the waiver so granted, will only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the breach of the performance, requirement, or condition. No such waiver will be construed as a modification of this Contract; regardless of the number of times the Authority may have waived the performance, requirement, or condition.

2.4 Counterparts.

This Contract may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

2.5 Assigns.

Subject to PART B, Articles 12.1 and 12.2, all of the terms and conditions of this Contract will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

2.6 Co-operation by Parties.

The parties hereby agree to use their best efforts and good faith in the performance of this Contract and to co-operate with each other in the completion of the Scope of Services hereunder. The Contractor further agrees to implement such measures as may be necessary to ensure that its employees, agents and representatives and its Subcontractors will be bound by all applicable provisions of this Contract.

2.7 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.

2.8 Independent Contractor.

The Contractor will perform the Scope of Services under this Contract as an independent contractor, and nothing herein is intended or will be construed to create any partnership, agency, or joint venture relationship between the Authority and the Contractor or any Subcontractor. Neither the Contractor nor its Subcontractors, or the employees or agents of any of them, will be deemed for any purpose to be employees of the Authority. The Contractor will be solely responsible for the withholding or payment of all applicable Federal, State, and local personal income taxes, social security taxes, unemployment and sickness disability insurance, and other payroll taxes with respect to the Contractor's employees.

2.9 Consents and Approvals.

Unless otherwise expressly stated herein, any consents and approvals to be given by the Authority will be made in writing by the Project Manager.

2.10 Notices.

All notices under this Contract must be in writing, delivered personally, by U. S. mail, first class and registered or certified, return receipt requested, with postage prepaid or by overnight delivery service and addressed to the Contractor, as provided in PART A, Article 4.2 of the Contract, or to the Authority at the following address: Chicago Transit Authority, 567 W. Lake, Chicago, Illinois 60661-1498, Attention: Director, Purchasing with a copy to: The Authority's Project Manager at the address set forth in PART A, Article 4.3.

Notices delivered by the U.S. mail will be deemed effective 3 days after mailing in accordance with this Section. Notices delivered personally or by overnight delivery services will be deemed effective upon delivery. The addresses stated herein may be revised without need for Change Order of this Contract, provided written notification is given in accordance with this provision.

PART B, ARTICLE 3. PROFESSIONAL STANDARDS AND CORRECTIONS

3.1 Standard of Performance.

The Contractor will perform the full Scope of Services required under the terms and conditions of this Contract with the degree of skill, care, and diligence normally exercised by professionals performing similar types of services in projects of a scope and magnitude comparable to Scope of Services described herein. The Contractor must at all times act in the best interest of the Authority, consistent with the professional and fiduciary obligations assumed by it in entering into this Contract. The Contractor must perform the full Scope of Services under this Contract in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the Authority.

All Services to be performed or Deliverables to be prepared by the Contractor which require the exercise of professional skills or judgment, must be accomplished by professionals holding all training, education, certificates, and licenses required to practice in the applicable professional discipline(s) in the State of Illinois.

3.2 Errors and Omissions.

The Contractor will be responsible for the professional quality, technical accuracy, and coordination of all Scope of Services under this Contract. The Contractor will be liable for the Authority's costs resulting from errors or deficiencies in the Scope of Services furnished under this Contract. If at any point the Authority determines that the Contractor is reasonably liable for any error or deficiency, the Director, Purchasing will notify the Contractor in writing of the liability. Within 30 days of said notification, the Contractor will remit the amount of the liability to the Authority or notify the Authority of its disagreement. Any disagreement must be resolved pursuant to PART B, Article 7.

3.3 Correction of Services.

The Contractor will promptly correct or re-perform all Scope of Services identified by the Authority as failing to conform to the Contract requirements at no additional expense to the Authority. If the Contractor

fails or refuses to correct or re-execute the Scope of Services identified as failing to conform to Contract requirements, the Authority may correct or re-execute with similar Scope of Services and charge the Contractor for any cost to the Authority or make an equitable adjustment to the Contract Price.

Neither final payment nor any provision in the Contract will relieve the Contractor of responsibility for deficiencies in Scope of Services and, unless otherwise specified in the Contract, the Contractor must remedy any such deficiencies at no additional expense to the Authority. All questions arising under this Section 3.3 shall be decided by the Director, Purchasing subject to PART B, Article 7.

PART B, ARTICLE 4. PAYMENTS

4.1 Payment.

The Contractor must submit appropriate invoices to the Authority on forms furnished or approved by the Authority. The invoice will only be for Scope of Services completed during the invoice period including all Subcontractors' fees. Unless specified otherwise in PART C, Exhibit 2, Payment Schedule or PART C, Exhibit 7, Special Conditions, payment will be made net 30 days after approval of submitted invoice.

Payment will be made on the basis of invoices and supporting documentation, approved by the Authority. Unless expressly provided in PART A, Article 3, neither Contractor nor any Subcontractor will be entitled to reimbursement of costs or expenses.

At the time the Contractor reaches 80% of the value of the Contract Price, it will submit to the Project Manager along with the invoice a "detailed progress report" and a statement whether the Scope of Service will be completed for the full Contract Price.

4.2 Criteria for Payment.

- 1. Progress Payments. Upon receipt of an invoice from the Contractor, the Authority will pay the Contractor the applicable fee for the Scope of Services deemed satisfactorily performed. A progress payment, or partial or entire use of the Scope of Services by the Authority, will not constitute acceptance of the Scope of Services. Acceptance can only occur at Contract completion.
- 2. Final Payment. Final payment will be made by the Authority only after the Scope of Services has been accepted and the Contractor has furnished the Authority all warranties required under the Contract. The acceptance of final payment by the Contractor will operate as, and will be, a release to the Authority, its employees, and agents from all claims or liability under this Contract, for anything done or furnished or relating to the Scope of Services under this Contract, or for any act or neglect of the Authority relating to or connected with this Contract. Final payment will not, however, relieve the Contractor and its Subcontractors from the requirements of this Contract.

4.3 **Prompt Payment to Subcontractors.**

- 1. The Contractor is required to pay all Subcontractors, for all work that the Subcontractor has satisfactorily completed, no later than 14 working days after the Contractor has received payment from the Authority.
- 2. In addition, all retainage amounts, if any, must be paid by the Contractor to the Subcontractor no later than 14 working days after the Subcontractor has satisfactorily completed its portion of the Scope of Services whether or not the Authority has paid the Contractor for that portion of the Scope of Services.
- 3. A delay in or postponement of payment to the Subcontractor by Contractor requires good cause and prior written approval of the Director, Purchasing.
- 4. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

- 5. The Authority will not pay the Contractor for Services performed or Deliverables submitted unless and until the Contractor certifies that the Subcontractors have been promptly paid for the work or Services they have performed under all previous payment requests, as evidenced by the filing with the Authority of lien waivers, canceled checks, and the Contractor's sworn statement that it has complied with the prompt payment requirements.
- 6. Failure to comply with prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to Contractor debarment.

4.4 Overpayment.

If, at any point, the Authority determines that the Contractor has been overpaid, the Director, Purchasing will provide written notice to the Contractor of the overpayment. The Contractor must remit the amount of overpayment to the Authority within 30 days of said notification or notify the Authority of its disagreement. Any disagreement will be resolved pursuant to the Disputes provision in PART B, Article 7.

4.5 Taxes.

Federal Excise Tax does not apply to materials purchased for the Authority by virtue of Exemption Certificate No. 36-73-0234K. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers' Occupational Tax do not apply to materials or services purchased by the Authority by virtue of 70 ILCS § 3605/33 as amended. These taxes must not be included in any of the prices quoted in the Contractor's Proposal. The Authority's Illinois Tax Exemption Identification number is E9978-2987-07.

4.6 Disputed Invoices or Charges.

In the event of a dispute between the Contractor and the Authority as to whether any particular invoice or charge will be paid, or as to whether the amount of such charge is reasonable, allocable, or allowable under this Contract, the Authority and the Contractor will, jointly or individually, refer such dispute to the Director, Purchasing for resolution in accordance with PART B, Article 7.

4.7 Payment for Changes.

Any revisions to the Contract Price made necessary by Changed Services will be made in accordance with PART B, Article 5.

PART B, ARTICLE 5. CHANGES IN THE SERVICES OR DELIVERABLES

5.1 Right to Change Services.

The Authority may at any time or from time to time, order additions, deletions, or revisions to the Scope of Services ("Changed Services"). If the Contractor does not have written authorization from the Authority to proceed with Changed Services, as specified in PART B, Section 5.3 or 5.4, then the Contractor will not be compensated for any Changed Services.

All Changed Services must be executed under applicable Conditions of the Contract. It is agreed by the Contractor that any Change resulting in Changed Services will be paid at the applicable rates set forth in the compensation provisions of this Contract for equivalent items as determined by the Director, Purchasing or as otherwise agreed to by the parties and set forth in the terms of the Change Order.

In the event of a decrease in the Scope of Services, the Authority will not pay for lost or anticipated profits resulting from partial or complete deletions of the Scope of Services and an equitable decrease of the Contract Price and Delivery Schedule will be made to reflect the terms of the Change Order as determined by the Authority.

5.2 **Proposed Changes in Service.**

The process for Changed Services is as follows. The Project Manager will request the Contractor to submit a proposal for Changed Services. The Contractor shall submit a proposal within fourteen (14) days after receipt of the Project Manager's request or such shorter time as the Project Manager may set forth in the request for Changed Services.

In the alternative, if the Contractor chooses to propose Changed Services, the Contractor must submit notice of such request to the Authority for its prior written approval. The Authority may choose to request Contractor to submit a Proposal within a specified time period after receiving Contractor's notice.

The Contractor's proposal shall set forth any changes to the Contract Price or the Contract Time required, in the opinion of the Contractor, to perform the Changed Services. The Authority may or may not choose to authorize the Contractor to perform the Changed Services as identified in the Proposal.

5.3 **Proceed Orders and Change Orders.**

- 1. **Proceed Order** If the Authority orders Changed Services, and the Contractor and the Authority agree on an adjustment, if any, to the Contract Price and/or Contract Time, the Authority will issue a Proceed Order or Change Order. The Director, Purchasing's agreement as to a price or time adjustment is subject to final approval as required by the Authority's ordinances, regulations, and rules. The Director, Purchasing may issue a Proceed Order to direct the Contractor to proceed with the Changed Services for which the Contractor and the Director, Purchasing propose in writing a price and time adjustment, if applicable. Proceed Orders will not entitle the Contractor to compensation or an adjustment to the Contract Time until the Proceed Order is incorporated into a Change Order(s).
- 2. **Change Order** The Authority may issue a Change Order as authorization for the Changed Services and/or for payment or time extension, or both. The Authority may also issue a Change Order to modify the terms of the Contract. A Change Order may include future Scope of Services to be performed under the Contract or Scope of Services performed in accordance with previously authorized Proceed Orders. The Contractor cannot be compensated for any Scope of Services authorized through a Proceed Order until a Change Order is executed.

5.4 Directive Order.

If the Authority orders Changed Services, and the Contractor and the Authority have not agreed on an adjustment to the Contract Price and/or Contract Time, the Director, Purchasing will issue a Directive Order directing Contractor to perform the Changed Services. The Director, Purchasing, may determine an adjustment to Contract Price and/or Contract Time for the Changed Services. The decision of the Director, Purchasing, will be final and binding, subject only to PART B, Article 7, Disputes. The Contractor shall perform the Changed Services as directed in the Directive Order. The Contractor's refusal or failure to proceed promptly with the Changed Services as directed shall constitute an event of default.

5.5 Claims by Contractor.

- 1. All claims made by Contractor under this Contract shall be made in accordance with the requirements stated below. The Contractor shall provide immediate oral notification to the Project Manager upon discovering any conditions or circumstances that may require an adjustment to the Contract Price and/or Contract Time. Upon notification, the Project Manager will attempt to resolve the identified issue as promptly as possible. The Contractor shall deliver written notice of such Claim to the Project Manager and the Director, Purchasing within fourteen (14) days of oral notice. All additional correspondence from the Contractor concerning the Claim must be sent to both the Project Manager and the Director, Purchasing. The written notice shall include the following information:
 - a. Documents to substantiate Contractor's proposed cost for Changed Services. The Contractor's proposed cost for Changed Services must meet the limitations and requirements set forth in PART B, Section 5.1.
 - b. Accounting records and statements and any other applicable documentation to support the claimed costs.

- c. Data and information used to assemble the Proposal, if Proposal preparation is relevant to the disputed issue.
- d. Each Claim shall include a sworn certification signed by the Contractor. The Contractor must certify that it has fully reviewed the Claim and has determined that the supporting data is current, accurate, and complete and, to the best of the Contractor's knowledge and belief, the amount requested reflects the Contract adjustment for which the Contractor believes the Authority to be responsible under the terms of the Contract. In addition, the certification must include a statement that the signatory is authorized to certify the Claim on behalf of the Contractor and must be signed by the Contractor's president, vice-president, or other officer who is authorized to bind the Contractor.
- 2. The Project Manager or the Director, Purchasing will respond to the Claim in writing within thirty (30) days of receipt. The response will be either a determination of the Claim or a determination that additional time or documentation is needed to evaluate the Claim. If the Project Manager or Director, Purchasing determines that additional documentation is required to evaluate the Claim, he or she will advise the Contractor of claimed costs for which insufficient documentation has been provided to support the claimed costs, and will state the time for providing additional documentation. If the Project Manager or Director, Purchasing requires additional time to evaluate the Claim, the Contractor will be advised in writing of the additional time that will be required. Failure to provide any of the required information may result in denial of the Claim. The determination of the Claim will be sent to the Contractor in writing by the Director, Purchasing. If the determination of the Claim requires an adjustment to Contract Price or Contract Time, a Change Order must be issued in accordance with PART B, Section 5.3 before that change becomes effective.
- 3. If the Contractor accepts the Authority's determination of the Claim, then the Claim will be handled in accordance with PART B, Section 5.3. If the Contractor does not accept the decision with respect to the Claim, then the Contractor may submit a dispute to the Director, Purchasing in accordance with PART B, Article 7, within thirty (30) days after receipt of the response to the Claim unless the Director, Purchasing extends the time, in writing. By failing to meet the time limits specified in this PART B, Section 5.5, the Contractor waives the right to seek an adjustment to Contract Price or Contract Time. The Contractor's compliance with this process is a condition precedent to filing suit.
- 4. The Contractor further understands and agrees that, regardless of any case law decision to the contrary, the notice requirements of this PART B, Section 5.5, shall not be subject to or diminished by any claim on the part of the Contractor that the Authority or any person acting on behalf of the Authority, directed the Contractor to make changes in the Scope of Services or had actual or constructive knowledge of any changes in the Scope of Services. The Contractor further acknowledges that the time requirements and notice content requirements of this Section have the purpose, among others, of allowing the Project Manager and the Director, Purchasing, to evaluate claims related to changes in the Scope of Services contemporaneously with the Scope of Services that is the subject of the Claim and to be able to make decisions that may mitigate the cost of such changes.

PART B, ARTICLE 6. ACCESS AND RECORDS

6.1 Right of Entry.

1. Both the Contractor and the Authority will, upon reasonable notice, permit access to the other's facilities in connection with the performance under the Contract. Each party agrees to remove any of its representatives from the other's premises immediately upon request. Each party's representatives will, while on the premises of the other, comply with all of the other party's security and facility rules and regulations. Consent granted by the Authority to enter a facility will not create, nor be deemed to imply the creation of any additional responsibilities on the part of the Authority.

2. The Contractor will, while on the premises of the Authority, comply with all of the Authority's security, safety, and facility rules and regulations, including completing all required training. During any visit to the Authority's facilities, the Contractor will not interfere with the Authority's business operations.

6.2 Audit, Inspection, and Retention of Records.

The Contractor agrees to cooperate with the authorized representatives of the Authority including but not limited to, the State Office of the Executive Inspector General and auditors, the U.S. Department of Transportation, the Comptroller General of the United States, and the State of Illinois, who may inspect and audit all data and records of the Contractor relating to the Contractor's performance and its Subcontracts under this Contract, from date of this Contract through and until the expiration of five (5) years after completion of this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain the same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

The Contractor must maintain its books, records, documents, and other evidence, and adopt accounting procedures and practices sufficient to properly reflect all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the performance of the Contract for five (5) years after the expiration of this Contract. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

No provision in this Contract granting the Authority a right of access to records and documents is intended to impair, limit, or affect any right of access to such records and documents that the Authority would have had in the absence of such provisions.

6.3 Obligation to Comply with Illinois State Officials and Employees' Ethics Act.

Contractor agrees to comply with all of the requirements of the Illinois State Officials and Employees' Ethics Act, 5 ILCS 430/1-1 *et seq.* ("Ethics Act"), as it may be amended from time to time, the provisions of which are incorporated into this Agreement to the same force and effect as if set forth in full herein. As required by the Ethics Act, as amended, the Contractor agrees to cooperate fully and expeditiously with the State Office of the Executive Inspector General in all investigations. This obligation applies to all officers, directors, agents, partners, and employees of Contractor. Contractor agrees to insert this provision in any subcontracts that it awards. Contractor agrees to provide all documents, data, files, and other information and access to all witnesses and locations as specified by the State Office of the Executive Inspector General in accordance with the Ethics Act, as amended.

PART B, ARTICLE 7. DISPUTES

7.1 Disputes.

Any dispute concerning an adjustment to Contract Price or Contract Time or concerning other matters, which under the terms of the Contract are to be resolved pursuant to this Article 7, that is not resolved by the execution of a Change Order by both the Authority and the Contractor will be decided by the Director, Purchasing. In addition, Contractor may initiate the dispute process by sending a Notice of Dispute to the Director, Purchasing. The Director, Purchasing will reduce the decision to writing and send a copy of it by certified mail, return receipt requested, to the Contractor. The decision of the Director, Purchasing will be final and binding on the Contractor unless, within 30 days after receipt of a copy of a decision, the Contractor sends by certified mail, return receipt requested, a written appeal to the Authority's Vice President, Purchasing & Supply Chain. In connection with such an appeal, the Contractor will have an opportunity to be heard and to offer evidence in support of its appeal. The decision of the Vice President, Purchasing & Supply Chain will be final and binding on the Contractor files an action to challenge the decision in a court of competent jurisdiction in Chicago, Illinois and the court determines the decision to be arbitrary and capricious or obtained by fraud. If the Contractor does not commence such an action for judicial review within 60 days after the Contractor receives a copy of the decision of the Vice President, Purchasing & Supply Chain, the Contractor waives all right to seek judicial review. Nothing in

this Section relieves the Contractor from diligently proceeding with performance of the Scope of Services under the Contract, as directed by the Authority.

PART B, ARTICLE 8. EVENTS OF DEFAULT AND TERMINATION

8.1 Termination for Cause and Notice of Default.

- 1. If the Contractor fails to perform any of its obligations under the Contract, the Director, Purchasing, may immediately terminate this Contract by issuing a notice of termination for cause to Contractor.
- 2. If the Contractor fails to perform any of its obligations under the Contract, the Director, Purchasing may also, at his or her sole discretion, notify the Contractor, in writing, that the Contractor is in default and provide the Contractor a cure period of up to 14 days. If the default cannot be cured within the cure period and the Contractor requests additional time to cure, the Director, Purchasing may extend the cure period in writing. If the Contractor fails to cure within the cure period (or if extended, the extended cure period), the Director, Purchasing may terminate the Contract by sending a notice of termination for default.
- 3. Termination of the Contract under this PART B, Section 8.1 will be effective upon the delivery of the written notice of termination. The Director, Purchasing's declaration and issuance of a notice of termination will be final.

8.2 Authority's Remedies upon Default.

Upon issuance of a notice of default to the Contractor, the Authority may invoke any or all of the following remedies, in addition to any other remedies available under the Contract, at law or in equity, or otherwise:

- 1. The right to stop payment to the Contractor.
- 2. The right to terminate the Contract.
- 3. The right to collect monetary damages, including but not limited to, all expert witness or other Contractor fees, court costs, and reasonable attorney's fees that the Authority may incur in connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, an event of default.
- 4. The right to deem the Contractor non-responsible in future contracts to be awarded by the Authority.

8.3 Authority's Remedies upon Termination.

Upon termination of the Contract, the Authority may invoke any or all of the remedies set forth in PART B, Section 8.2 and the following remedies:

- 1. In the event of a termination for cause, the Authority may hire a new Contractor to complete the Scope of Services and the Contractor will be liable for all additional costs and changes incurred by the Authority because of the termination, including the excess cost of completing the Scope of Services. If the costs of completing the Scope of Services and the amounts paid to the Contractor by the Authority as part of the Contract Price exceeds the Contract Price (the "Additional Costs"), the Contractor will be liable for the Additional Costs and will pay such sum to the Authority immediately upon demand. In the event of termination, all Additional Costs incurred by the Authority, together with the cost of completing the Scope of Services, will be deducted from any moneys due or which may become due to the Contractor.
- 2. The right to setoff against any payments due or to become due to the Contractor under any other contract that the Contractor may have with the Authority.

8.4 Nonexclusivity.

Unless otherwise expressly stated, the remedies under the terms of this Contract are not exclusive of any other remedy. Each and every remedy is cumulative and in addition to any other remedy, existing now or hereafter, at law, or in equity.

8.5 Court Determination.

If the Contract is terminated by the Authority for default, and it is subsequently determined by a court that the termination was not justified, such termination will be deemed a termination for convenience, effective as of the date the Contractor received the original notice of termination and the provisions applicable to termination for convenience will apply.

8.6 Discretion of Director, Purchasing.

Whether to declare the Contractor in default and/or to terminate for cause is within the sole discretion of the Director, Purchasing and neither that decision nor the factual basis for it is subject to review or challenge under PART B, Article 7.

8.7 Termination for Convenience.

The Authority may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the Authority's best interest. Upon delivery of written notice of termination, all requested Scope of Services and any performance hereunder by the Contractor will cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor will submit a final invoice, within 30 days of such termination, reflecting the Scope of Services actually performed pursuant to this Contract. This final invoice will be to the satisfaction of the Authority and for items for which no previous invoice was submitted.

The Contractor will be paid its costs, including Contract closeout costs, and any agreed to profit on Scope of Services performed up to the time of termination. The Contractor will promptly submit its termination Claim to the Authority, in accordance with PART B, Section 5.5. The parties will negotiate a termination settlement to be paid to the Contractor. If the Contractor has any property in its possession belonging to the Authority, the Contractor will account for the same, and dispose of it in the manner the Authority directs.

Unless otherwise provided for in the Contract or by applicable statute, the records retention provisions of PART B, Section 6.2 apply to the Scope of Services terminated hereunder.

The Contractor must also include the requirements of this PART B, Article 8 in each subcontract exceeding \$10,000.

PART B, ARTICLE 9. INDEMNITY AND LIABILITY

9.1 Indemnity.

The Contractor must indemnify and hold harmless to the maximum extent permitted by law the Authority, its agents, Board members, officials, and employees (the "Authority Parties") against all injuries, death, losses, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively the "Loss") that may in any manner accrue against the Authority as a consequence of the execution and award or performance of this Contract or which may in any way result therefrom whether or not it is alleged or determined that any Loss for which the Authority seeks indemnity is caused or contributed to or was caused in whole or in part through the negligent act or omission of the Contractor, its Subcontractors, if any, or their respective employees or agents; provided that this indemnity will not extend to circumstances where the Loss is determined to be caused solely by the negligence of the Authority. The Contractor must, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising in connection with this indemnity. If any judgment is rendered against the Authority Parties, the Contractor must at its own expense satisfy and discharge the judgment. If the indemnity pursuant to this Section is not permitted by the applicable law, then, to the maximum extent permitted by law, the Contractor will make full contribution to the Authority for its percentage share of any liability that is attributable to its or the

Contractor's or its Subcontractors' acts or omissions. The Contractor expressly waives any legal limitations on its liability to the Authority Parties for contribution, including but not limited to limitations related to the payment of workers compensation benefits. The Contractor expressly understands and agrees that any bond or insurance protection required by this Contract or otherwise provided by the Contractor, must in no way limit the Contractor's responsibility to indemnify and defend the Authority Parties pursuant to this Section. The indemnification contained herein will survive the termination of this Contract.

9.2 Limitation of Liability.

In carrying out any of the provisions of this Contract or in exercising any power or authority granted to them thereby, there will be no liability upon the board members, officials, agents or employees of the Authority, including without limitation the Director, Purchasing, and the Project Manager, either personally or as officials of the Authority, it being understood that in such matters they act as representatives of the Authority.

9.3 Joint and Several Liability.

In the event that the 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 the Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

PART B, ARTICLE 10. TIME

10.1 Time is of the Essence.

It is understood and agreed that **TIME IS OF THE ESSENCE OF THIS CONTRACT**, and the Contractor agrees to provide the Scope of Services in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to complete the Scope of Services in accordance with the time requirements specified in this Contract.

10.2 Time for Changes.

Any revisions to the Contract Time that result from Changed Services will be made in accordance with PART B, Article 5.

PART B, ARTICLE 11. OWNERSHIP OF DOCUMENTS, INTELLECTUAL PROPERTY, CONFIDENTIALITY

11.1 Ownership of Documents.

All documents and other media, data studies, designs, intellectual property and reports, including without limitation, the Deliverables, developed in the performance of this Contract or provided as instruments of the Scope of Services are agreed to be the sole property of the Authority. During the performance of the Scope of Services, the Contractor will be responsible for any loss or damage to the materials herein enumerated while they are in its possession, and any such item lost or damaged will be restored at the expense of the Contractor. At any time, upon demand by the Authority, the Contractor must furnish to Authority, at the Authority's expense, a complete set of all such materials prepared by the Contractor and its Subcontractors as of the date of such demand. In the event of the Contractor's failure to comply with the Authority's demand hereunder, the parties hereby agree that any remedy at law would be inadequate and that the Authority will be entitled to appropriate injunctive and other equitable relief, including without limitation, the remedy of specific performance.

The Contractor agrees not to assert or authorize others to assert any rights or make any claim under the patent or copyright laws, or otherwise to any such documents and other materials referenced in this Section 11.1.

The Contractor, for a period of 5 years after the completion of the Contract, agrees to furnish all retained materials at the request of the Authority; provided that the Contractor will be permitted to retain a copy of such materials for the purpose of maintaining its records.

11.2 Confidential Information.

- 1. The Contractor, each Subcontractor, and its and their Board members, employees, officials, Subcontractors and agents ("Contractor Parties") will keep confidential all information furnished to it by the Authority or otherwise learned by it in the performance of the Scope of Services hereunder, as well as information prepared by or on behalf of the Contractor.
- 2. To the extent that the Authority specifically designates, orally or in writing, any information furnished by the Authority as confidential information ("Authority Confidential Information") such Authority Confidential Information and all information prepared by or on behalf of the Contractor based on Authority Confidential Information shall be subject to the provisions of this subparagraph 11.2.2. The Contractor will ensure the confidentiality of this information in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of the Contractor's own most confidential information. All Contractor Parties with access to the Authority Confidential Information must sign a Confidentiality Statement certifying that such person or entity will not disclose, publish, or otherwise make available to any person or party the Authority Confidential Information protected by the Contract. The Contractor acknowledges that the disclosure of any Authority Confidential Information will give rise to irreparable injury to the Authority, which cannot be adequately compensated in damages. Accordingly, the Contractor agrees that the Authority may obtain injunctive relief against disclosure or threatened disclosure of the Authority Confidential Information, in addition to such other remedies that may be available to the Authority in law or at equity. This paragraph of the Contract will survive the termination of this Contract.

PART B, ARTICLE 12. SUBCONTRACTING & ASSIGNMENT

12.1 No Assignment of Contract.

The Contractor must not assign or sublet this Contract, in whole or in part, without the prior written approval of the Director, Purchasing. In no case will such written approval relieve the Contractor from its obligations or change the terms of the Contract.

12.2 No Assignment of Contract Funds.

The Contractor must not transfer or assign any Contract funds or claims due, or to become due, without first obtaining the written approval of the Director, Purchasing.

12.3 Subcontractors.

The Contractor must submit for approval a detailed breakdown of its Subcontractors under the Contract by name and costs. The Contractor may replace or substitute a Subcontractor only with the prior written approval of the Project Manager and Director, Purchasing.

The Contractor must require each Subcontractor to comply with all applicable provisions of this Contract but will not make this entire Contract part of any subcontract.

The Contractor must incorporate the following provisions into each agreement with a Subcontractor and require the same to be incorporated into all agreements with lower-tier Subcontractors:

- 1. PART B, Section 2.1 "Contract Interpretation"
- 2. PART B, Section 3.1 "Standard of Performance"
- 3. PART B, Section 4.5 "Taxes"
- 4. PART B, Article 6 "Access and Records"
- 5. PART B, Article 8 "Events of Default and Termination" (in all subcontracts in excess of \$10,000)

- 6. PART B, Article 9 "Indemnity and Liability"
- 7. PART B, Article 11 "Ownership of Documents, Intellectual Property, Confidentiality"
- 8. PART B, Article 13 "Advertising and Publicity"
- 9. PART B, Section 15.3 "Civil Rights"
- 10. PART B, Section 15.4 "Illinois Human Rights Act"
- 11. PART B, Section 15.7 "Authority Ethics Ordinance"
- 13. PART B, Section 15.8 "Program Fraud and False or Fraudulent Statements and Related Acts"
- 14. PART B, Section 15.9 "Conflict of Interest"
- 15. PART B, Section 15.11 "No Federal Obligation to Contractor or Others"
- 16. PART B, Section 15.12 "Obligation to Comply with Changes in Federal Laws and Regulations"
- 17. PART B, Section 15.13 "Incorporation of Federal Transit Administration (FTA) Terms"
- 18. PART B, Section 15.14 "Environmental Requirements"
- 19. PART B, Section 15.15 "Fly America"
- 20. PART B, Section 15.16 "Minimum Wage"
- 21. PART B, Section 16.1 "Governing Law"
- 22. PART B, Section 16.2 "Jurisdiction"
- 23. All other provisions required by Regulations to apply to Subcontractors.

This provision does not and will not operate to relieve the Contractor of any duty or liability under the Contract nor does it create any duty or liability on the part of the Authority.

PART B, ARTICLE 13. ADVERTISING AND PUBLICITY

The Contractor must not disclose, use or refer to this Contract or any of its terms, or the name of the Authority in any advertising, publicity releases, promotional materials or materials distributed to existing or prospective customers, without the prior written consent of the Project Manager. Notwithstanding the above, Contractor may identify the Authority as a customer or client in a general customer reference list.

PART B, ARTICLE 14. REPRESENTATIONS OF CONTRACTOR

In connection with the execution of this Contract, the Contractor represents and warrants:

- 1. That it, each of its joint venture members if a joint venture, and its Subcontractors, are not in default at the time of the execution of this Contract, or deemed by the Director, Purchasing to have, within 3 years immediately preceding the date of this Contract, been found to be in default, in connection with any contract awarded by the Authority.
- 2. That this Contract is feasible of performance in accordance with all of its provisions and requirements and that the Contractor can and will perform, or cause to be performed, the Scope of Services in accordance with the provisions and requirements of this Contract.
- 3. That, except only for those representations, statements, or promises expressly contained in this Contract, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the Authority, its officials, Board members, agents, or employees, has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Contract; (ii) the general conditions which may in any way affect the performance of this Contract; (iii) the compensation provisions of the Contract; or (iv) any other matters, whether similar to or different from those referred to in (i) through (iv) immediately above, affecting or having any connection with this Contract, the negotiation thereof, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

4. That, Contractor acknowledges that the Authority, in its selection of the Contractor to perform the Scope of Services hereunder, materially relied upon the Contractor's response(s) to the Authority's solicitation which is attached hereto as part of PART C, Exhibit 6 to the Contract, and the Contractor's oral presentation(s), if any.

PART B, ARTICLE 15. COMPLIANCE WITH ALL LAWS

15.1 Contractor's Compliance with All Laws.

The Contractor will at all times observe and comply with all laws, ordinances, Regulations, and codes of the Federal, State, City, Authority and other local government agencies that may in any manner affect the contents of the RFP or the performance of the Contract.

15.2 Permits and Licenses.

Unless otherwise expressly provided, the Contractor is fully responsible for identifying, requiring and obtaining, at its own expense, all permits and licenses necessary to provide the Scope of Services described in this Contract.

15.3 Civil Rights.

- Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §
 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §
 6102,
 Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal
 Transit Law at 49 U.S.C. §
 5332, the Contractor agrees that it will not discriminate against any
 employee or applicant on the basis of race, color, creed, national origin, sex, sexual orientation,
 gender identity, age, or disability. In addition, the Contractor agrees to comply with applicable
 Federal implementing regulations and other implementing requirements FTA may issue.
- 2. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Services provided under this Contract. In addition, the Contractor agrees to comply with all implementing requirements FTA may issue.
 - b. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will send to each labor union or representative of workers with whom the representative has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No, 11246 of September 24, 1965, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies applied as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor must include the provisions of the above Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Federal Government contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 4. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

15.4 Illinois Human Rights Act.

During the term of this Contract, the Contractor must:

- 1. Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
- 2. Comply with the procedures and requirements of the Illinois Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.
- 3. Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request from time to time.
- 4. Have written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Illinois Department of Human Rights and the Illinois Human Rights Commission; and (vii) protection against retaliation as provided in Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105). A copy of the policies must be provided to the Illinois Department of Human Rights upon request.
- 5. The Contractor must include verbatim or by reference, the provisions of this Section 15.4 in every subcontract it awards under which any portion of its obligations under this Contract are undertaken or assumed, so that such provisions will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, Contractor will be liable for such Subcontractor's compliance with applicable provisions of this clause; and further it will promptly notify the Authority and the Illinois Department of Human Rights in the event that any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

15.5 Disclosure of Ownership.

Any person, business entity, or agency that submits a proposal for the purpose of contracting with the Authority is required to complete all certifications, forms and statements contained in the Authority's RFP.

15.6 State Energy Conservation Plan.

The Contractor must comply with all current standards and policies relating to energy efficiency which are contained in the State of Illinois Energy conservation plan issued in compliance with the Energy Policy and Conservation Act, which are incorporated in this Contract by reference.

15.7 Ethics Ordinance.

Contractor agrees to comply with the CTA Ethics Ordinance, CTA Ordinance No. 004-76, as amended from time to time, the provisions of which are hereby incorporated into this Contract. The Contractor agrees that, as provided by Section 5.3 of the CTA Ethics Ordinance, any contract negotiated, entered into, or performed in violation of any of the provisions of the Ethics Ordinance shall be voidable as to the Authority at the election of the Authority.

15.8 **Program Fraud and False or Fraudulent Statements and Related Acts.**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to

the Scope of Services. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which Scope of Services are being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- 2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Authority or to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the Authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the Contractor to the extent the Federal Government deems appropriate.
- 3. The Contractor agrees to include the above 2 clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses must not be modified, except to identify the Subcontractor that will be subject to the provisions.

15.9 Conflict of Interest.

- 1. No Board member, officer or employee of the Authority or other unit of local government, who exercises any functions or responsibilities in connection with the carrying out of the Scope of Services or the carrying out of the Scope of Services to which this Contract pertains, may have any personal interest, direct or indirect, in this Contract or the proceeds thereof.
- 2. In accordance with 41 U.S.C. § 22, the Contractor agrees that no member of or Delegate to the Congress of the United States, or the Illinois General Assembly and no members of the Chicago Transit Board or Authority employees, may be admitted to any share or part of this Contract or to any private financial interest, profit, or benefit arising herefrom.
- 3. The Contractor covenants that it, its officers, directors and employees, and the officers, directors, and employees of such of its members if a joint venture, and Subcontractors presently have no interest and will not acquire any interest, direct or indirect, in the Scope of Services to which this Contract pertains, which would conflict in any manner or degree with the performance of the Services hereunder. The Contractor further covenants that, in the performance of this Contract, no person having any such interest will be employed by the Contractor.
- 4. An organizational conflict of interest exists when the nature of work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or subcontractor or impair its objectivity in performing the Contract. The Contractor is prohibited from performing any work or services for the Authority that conflict with work or services that the Contractor performs under any other contract with the Authority. The restrictions in this paragraph are applicable to all Subcontractors. The Contractor has sole responsibility for compliance with this provision. Any violation of this provision is a material breach of the Contract, which is cause for termination.

15.10 No Exclusionary or Discriminatory Specifications.

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5323 (h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

15.11 No Federal Government Obligation to Contractor or Others.

1. The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the award of this Contract, the Federal Government is not a party to this Contract and will not be subject to any obligations or liabilities to the Contractor, or any other

person (whether or not a party to this Contract) in connection with this Contract or pertaining to any matter resulting from this Contract or the Scope of Services.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause must not be modified, except to identify the Subcontractor who will be subject to its provisions.

15.12 Obligation to Comply with Changes in Federal Laws and Regulations.

The Contractor will at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the "Master Agreement" between the Authority and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply will constitute a material breach of this Contract.

15.13 Incorporation of Federal Transit Administration (FTA) Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. DOT, whether or not expressly set forth in the preceding Contract provision. All requirements of the DOT, as set forth in the most recent effective version of FTA Circular 4220.1, and as amended from time to time, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms will be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor must not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of the FTA terms and conditions.

15.14 Environmental Requirements.

For all contracts exceeding \$100,000 in Contract Value, the Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the Clean Air Act, as amended, 42 U.S.C § 7401 *et seq.* The Contractor also must report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required, to the FTA and the appropriate U.S. EPA Regional Office.

The Contractor must also include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15.15 Fly America.

The Contractor agrees to comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the U.S. General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor must submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and must, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

15.16 Minimum Wage.

Contractor and its Subcontractors must comply with Section 1.10 of the Authority's Purchasing Policy & Procedures ("Minimum Wage Policy"), to provide for a fair and adequate minimum wage to be paid to certain employees of certain Authority contractors and subcontractors, as described below. The minimum wage that must be paid pursuant to the Minimum Wage Policy is set forth in the CTA Minimum Wage Regulations, available at: http://www.transitchicago.com/business/procurement_information/ regulation_and_polices.aspx ("Minimum Wage").

The Minimum Wage must be paid to:

- 1. all Contractor and Subcontractor employees performing work or services on property owned or controlled by the Authority or at any other location specified by the Authority in the Contract as the location for performance of the work or services;
- 2. those Contractor and Subcontractor employees who are directly performing work or services for which the Authority pays the Contractor an hourly rate or a per piece work rate for work or services; and
- 3. those Contractor and Subcontractor employees who fulfill the Authority's requirement for the Contractor to provide specified work hours or a specified number of workers;

however; the Minimum Wage requirement does not apply:

- a) to valid IRS Code Section 501(c)(3) not-for-profit organizations;
- b) with respect to any employee:
 - 1. whose work or services are performed in general support of the Contractor's or Subcontractor's operations,
 - 2. do not directly relate to the work or services provided to the Authority under the Contract,
 - 3. are either not included in the Contract price or are included in the Contract price as overhead, and
 - 4. that employee's regularly assigned work location does not fall within category #1 above;
- c) to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., as amended; but does apply to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law; and
- d) to employees subject to a collective bargaining agreement that provides for different wages than those required by the Minimum Wage Policy, provided that collective bargaining agreement was either in force prior to November 15, 2014 or, if negotiated after November 15, 2014, clearly and specifically waives the requirements of the Minimum Wage Policy.

Contractor and its Subcontractors must cooperate in any investigation by the Authority regarding compliance with the Minimum Wage Policy. Failure of the Contractor or any of its Subcontractors to comply with the Minimum Wage Policy or to cooperate in such an investigation is grounds for the Authority declaring the Contractor in default of this Contract and exercising such remedies as the Authority deems appropriate.

Contractor must include this provision in all subcontracts and cause its Subcontractors to comply with its requirements.

If this Contract includes any provisions (including, but not limited to, Davis-Bacon Act or Illinois Prevailing Wage Act) requiring payment of higher wages than required by the Minimum Wage Policy, then the Contractor and its subcontractors shall pay the higher wages required by such provisions.

15.17 Ineligible Contractors.

- (a) The Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Authority's requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Authority.
- (b) Contractor further certifies that neither it nor any of its Subcontractors are currently debarred for violations of any applicable public contracts incorporating labor standards provisions or included on any applicable list thereof, including without limitation the General Service Administration's System for Award Management, the Illinois Department of Transportation's Suspension List, the Illinois Department of Labor Public Works Debarred Contractors List, the Illinois Department of Human Rights Debarred Companies List, the City of Chicago's List of Debarred Firms and Individuals, or the Authority's Suspension and Debarments Report.

PART B, ARTICLE 16. GOVERNING LAW AND JURISDICTION

16.1 Governing Law.

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles.

16.2 Jurisdiction.

The Contractor hereby irrevocably submits, and will require and 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. The Contractor agrees that service of process on the Contractor may be made, at the option of the Authority, 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

PART C: INDEX OF EXHIBITS

EXHIBIT 1. SCOPE OF SERVICES

- 1.1 Services
- 1.2 Deliverables
- 1.3 Project Schedule/Contract Time

EXHIBIT 2. PAYMENT SCHEDULE

EXHIBIT 3. CONTRACTOR'S KEY PERSONNEL AND AUTHORITY PROJECT MANAGER

EXHIBIT 4. CONTRACTOR'S BEST AND FINAL OFFER

EXHIBIT 5. THE AUTHORITY'S RFP DOCUMENT

EXHIBIT 6. CONTRACTOR'S TECHNICAL AND PRICE PROPOSALS (including completed certifications)

EXHIBIT 7. SPECIAL CONDITIONS

- CONTRACTOR'S COMPLETED DBE PROPOSAL (including DBE certification)
- [LIST ADDITIONAL SPECIAL CONDITIONS PREPARED BY AUTHORITY, IF ANY]

EXHIBIT 8. INSURANCE REQUIREMENTS

[ATTACHED] EXHIBIT 9. SUPPLEMENTAL MATERIAL

[ATTACHED] OR [NONE REQUIRED]

DISCLOSURE OF OWNERSHIP AND INTERESTS AFFIDAVIT

Every Bidder or Proposer (referred to as "Bidder") submitting a Bid or Proposal to the Authority for a Contract shall submit this Disclosure of Ownership and Interests Affidavit (hereafter Disclosure Affidavit or "Affidavit"). If the Bidder is a joint venture, the joint venture and each of the joint venture partners shall complete a Disclosure Affidavit.

Please print or type all responses clearly and legibly. If you need additional space for a response, attach extra pages. Please indicate the question to which you are responding on any extra pages you attach.

For purposes of this Disclosure Affidavit, the term "Contract" refers to the Contract, concession, agreement, modification, amendment, extension, or other section in connection with which you are submitting the Disclosure Affidavit.

Please note that this Disclosure Affidavit requires Bidders to obtain various certifications from their subcontractors before the subcontractors may perform any work under the Contract. The terms of the required subcontractor certifications are set forth below.

After reviewing your completed Disclosure Affidavit, the Authority's General Counsel or Director, Purchasing may require additional information to achieve full disclosure relevant to the Bid, or other applications.

Requisition Number:	Bidder Name:	
	Bidder Business Ac	ldress:
Authority departments to which you are	e submitting this form (check one)	•
[] Purchasing	[] Other:	
The undersigned		
(Name)		Title)
of	("Bidder" or "Contracto	r"), having been duly sworn
(Business Address)		
under oath certifies as follows:		

DISCLOSURE OF OWNERSHIP INTERESTS

Indicate below whether the Bidder is an individual or a legal entity and, if a legal entity, indicate the type of entity. Then complete Part (B), (C), (D), or (E) below as applicable. <u>All Bidders shall complete Part (A)</u>. For Bidders that are individuals or sole proprietorships, Part (A) is the only section of Part I that shall be completed. For Bidders that are joint venturers, the joint venture and each member must complete a separate form. Identify all layers of ownership if the firm has a parent firm.

[] Individual	[] Limited liability company
[] Business corporation	[] Partnership
[] Not-for-Profit corporation	[] Joint Venture
[] Sole Proprietorship	[] Limited Liability Partnership
	{ } Other:

A. INFORMATION - TO BE COMPLETED BY ALL BIDDERS

1. Is any ownership interest in the Bidder held by one or more agents or nominees on behalf of another individual or legal entity? [] Yes [] No

If Yes, list below each principal's name, business address, percentage of ownership interest, and the name of the principal's agent or nominee:

Name	Business Address	Ownership Interes	t	Agent/Nominee
			%	
			%	
			%	

2. Is the Bidder or any ownership interest in the Bidder, constructively controlled by another individual or legal entity, other than an agent or nominee disclosed above? [] Yes [] No

If Yes, list below the name and business address of each individual or entity possessing constructive control, the party whose interest is controlled, and the relationship between the two under which the control is or may be exercised:

Name	Business Address	Name of Party Whose Interest is Controlled	Relationship
		%	
		%	
		%	

3. Is any stock or beneficial interest in the Bidder held by a corporation or other legal entity?

If Yes, each such corporation or other legal entity shall make all disclosures requested in Part I (Disclosure of Ownership Interests) of this Disclosure Affidavit and shall certify all information provided.

4. Is any ownership interest held by a current or former CTA employee? [] Yes [] No

If Yes, provide names and amount of ownership interest:

Name		Ownership Interest		
			%	
			%	
			%	
5.	Is any current or former CTA employ	ee employed by the Bidder:	[]	Yes [] No
	If Yes, provide name, title and areas of	of responsibility:		
Name	Т	itle		Areas of Responsibility

B. CORPORATIONS (FOR-PROFIT AND NOT-FOR-PROFIT)

This information must be provided for the corporation and for any parent corporation.

1.	Incorporated in the State of	
2.	List below the name and title of all officers of the	e corporation:
Name		Title
3.	List below the name and title of all directors of th	e corporation:
Name		Title

TO BE COMPLETED BY FOR -PROFIT CORPORATIONS ONLY:

1. Is the Corporation listed on the New York Stock Exchange? [] Yes [] No

If the Corporation is listed on an exchange other than the New York Stock Exchange, the name of the exchange is:______

2. If there are fewer than 100 shareholders, list below the name, business address, and percentage of ownership interest of each shareholder:

Name	Business Address	Ownership Interest
		% <u>%</u>
		%
		0/_0

3. If there are 100 or more shareholders, list below the name, business address, and percentage of ownership interest for each shareholder who owns shares or options equal to or in excess of 5% of the ownership of the corporation:

Name	Business Address	Ownership Interest
		%
		%
		%

TO BE COMPLETED BY NOT-FOR-PROFIT CORPORATIONS ONLY:

List below the name and business address of officers, trustees and board members.

Name	Business Address	Title

C. PARTNERSHIPS

List below the name and business address and the percentage of ownership interest for each general, limited, or individual partner entitled to receive 5% or more of the profit derived from partnership activities. The names of all individuals in such partnerships must be listed.

Name	Business Address	Ownership Interest
		%
		% <u></u>
		0/_0

D. LIMITED LIABILITY COMPANIES

4. List below the names and titles of the officers, if any. If there are no officers, write "none":

Name

Title

5. List below the name, business address, and percentage of ownership interest of each (i) member and (ii) manager.

Name	Business Address	Ownership Interest	
		%	
		%	
		%	

E. LAND TRUSTS, BUSINESS TRUSTS, ESTATES, AND OTHER SIMILAR ENTITIES

Trust name and number, or other information identifying the trust: 1.

2. List below the name and business address of all trustees:

Name			Business Address	
3.	List below the name, business add			
Name		Business	s Address	Ownership Interest
				%
				%
				%

NOTE: The information provided in this form, shall be kept current. In the event of material changes, the Bidder shall supplement this Affidavit, up to the time the Authority takes action on the Bid, or other application for which this Affidavit is being submitted.

BIDDER:

By

(If a corporation and signed by any person other than the President or Vice-President, a certified copy of a resolution or by-law authorizing such person to sign, must accompany this contract)

NOTARIZATION - REQUIRED

State of _____

County of

Signed and Sworn to before me on this _____ day of _____, 20____

By_____(Signature of Notary Public)

(NOTARY'S SEAL)

Certification for Contracts,	Grants, Loans
and Cooperative Agre	eements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this	day of	
Ву:		
	(Type or print name of contractor)	
	(Signature of authorized officer)	
	(Title of authorized officer)	
	(

CERTIFICATION REGARDING A DRUG FREE WORKPLACE

Pursuant to the definitions regarding a Drug Free Workplace provided in the Drug-Free Workplace Act of 1988, the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*, the Illinois Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, the Federal Acquisition Regulation System ("FAR"), Procedures for Transportation Workplace Drug & Alcohol Testing Programs, 49 CFR 40, and Prevention of Alcohol Misuse & Prohibited Drug Use in Transit Operation, 49 CFR 655, ______ ("Contractor") certifies to the best of its knowledge and belief that it and its principals:

- Maintain a workplace(s) (i.e. the site(s) for the performance of work done by the Contractor in connection with this contract) safe and free from "controlled substances" as described in the Controlled Substances Act (21 U.S.C. 812) and as further described in regulations 21 CFR 1308.11 1308.15.
- 2. Have neither been convicted, including entering a plea of 'nolo contendere,' nor had sentence imposed by any judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes.
- 3. Publish and give notice to its employees and sub-contractors that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace, and also that actions will be taken against any and all employees and sub-contractors found to be violation of same.
- 4. Provide that all employees engaged in the performance of the contract receive a copy of the above statement, that the employee will abide by the terms of this statement, and that the employee will notify the employer in writing of the employee's conviction no later than five (5) calendar days after such conviction.
- 5. Provide for appropriate action against an employee for violation of any and all of these rules and that an employee convicted of drug abuse must satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health or law enforcement or other appropriate agency.
- Comply with all drug and alcohol policies, testing programs and reporting requirements set forth in 49 CFR 40 and 49 CFR 655 whenever the Contractor, its employees, or sub-contractor(s) perform one or more of the following functions considered "safety-sensitive", as defined in 49 CFR 655:
 - a. Operating a revenue service vehicle, including when not in revenue service;
 - b. Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
 - c. Controlling dispatch or movement of a revenue service vehicle;
 - d. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; or
 - e. Carrying a firearm for security purposes.
- 7. Have in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) to be filed with the Authority and made available to the general public, or have in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 365/1 et seq.).
- 8. Will otherwise comply with all drug and alcohol policies set forth in applicable Federal, State and local laws and regulations, including, but not limited to the Drug-Free Workplace Act of 1988, FAR, Illinois Drug Free Workplace Act, 49 CFR 40 and 49 CFR 655 in such version, prior or subsequent to amendment or revision, as is currently enforced or enforceable at and during the execution and performance of this Contract.

In addition to other remedies, the Contractor's failure to comply with any part of the requirements of the Drug-Free Workplace Act of 1988, FAR, Illinois Drug Free Workplace Act, the Illinois Substance Abuse Prevention on Public Works Projects Act, 49 CFR 40 or 49 CFR 655, may render the Contractor subject to any or all of the following: suspension of payments, termination of contract for default, suspension or debarment.

Signature and Title of Authorized Official

Date

_, certifies to the best of our knowledge and belief that it and

(Company's name)

its principles:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicated for or otherwise criminally or civilly charged by charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

THE PRIMARY PARTICIPANT (APPLICANT OR POTENTIAL CONTRACTO	R FOR A MAJOR THIRD
PARTY CONTRACT)	CERTIFIES OR
(Company name)	
AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS	OF THE STATEMENTS
SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THA	AT THE PROVISIONS OF
31 U.S.C. SECTIONS 3801 <i>ET SEQ.</i> ARE APPLICABLE THERETO.	

(Signature and Title of Authorized Official)

If you are unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

____, certifies to the best of our knowledge and belief that it and

(Company's name)

its principles:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of frauds or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicated for or otherwise criminally or civilly charged by charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

THE LOWER TIER PARTICIPANT (APPLICANT OR POTENTIAL CONTRACTOR FOR A MAJOR

THIRD PARTY CONTRACT) ______ CERTIFIES (Company name) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.

(Signature and Title of Authorized Official)

If you are unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.
BRIEF HISTORY OF YOUR COMPANY

Tell us about your company: Company Name: _____ Address: City: _____ State: _____ Zip: _____ Local Contact Person: _____ Title: Phone Number: () - Fax Number: () -E-Mail: How many years has your company been in business? How many employees? ______ Annual Sales? ______ Is your business a (an): (check one) Manufacturer _____ Supplier _____ Distributor _____ Other (explain) ______ Have you provided goods or services to city government, state, county, Board of Education, municipality, etc.? Please provide a list of references including the three (3) largest companies your firm has done business with in the past two (2) years for similar services, and a person and a telephone at that firm which CTA may contact. Firm Name Contact Person Telephone

CHICAGO TRANSIT AUTHORITY INSURANCE AND BOND REQUIREMENTS

[Short Form rev. 04/26/17]

REQUISITION NUMBER: B180P01980 SPECIFICATION NUMBER CTA:

PART I. GENERAL INSTRUCTIONS AND REQUIREMENTS

A. WAYS TO COMPLY WITH CTA INSURANCE REQUIREMENTS.

1. HOW TO COMPLY IF CGL, AUTOMOBILE LIABILITY, OWNERS PROTECTIVE LIABILITY, BUILDER'S RISK INSURANCE, CONTRACTORS POLLUTION LIABILITY, WORKERS COMPENSATION AND/OR PROFESSIONAL LIABILITYARE REQUIRED BY PART III OF THIS DOCUMENT.

Contractors must provide the CTA with the following documents:

- a) CTA Certificate of Coverage on the CTA approved form. The CTA Certificate of Coverage may be completed only by an authorized representative of the insurance company, an agent, broker, or underwriter. Certificates of Insurance must disclose all deductibles and/or self insured retentions.
- b) Certified copy of the insurance policy

Methods (a) is a temporary method that is valid only for 90 days. Policies must be furnished prior to the expiration of this 90 day period. Failure to provide policies before expiration of this 90 day period is a material breach of the Contract which may result in default and, if uncured, termination for default.

- 2. HOW IS RAILROAD PROTECTIVE LIABILITY INSURANCE SATISFIED? THE CTA'S RAILROAD PROTECTIVE LIABILITY PROGRAM PROVIDES \$2,000,000 PER OCCURRENCE/ \$6,000,000 AGGREGATE LIMITS. TO BE IN COMPLIANCE WITH THE RAILROAD PROTECTIVE REQUIREMENTS, SEE PART III.B OF THIS DOCUMENT.
 - For work performed within fifty (50) feet of rail right-of-way, the work of the Contractor is covered through the Blanket Railroad Protective policy.
 - The contractor must provide evidence that the CGL policy exclusion for work within fifty (50) feet of rail right of way has been deleted by endorsement to their CGL policy.

The CTA may cancel the Blanket Railroad Protective Liability Policy prior to the expiration of coverage. If cancelled, The CTA agrees to provide the contractor with 30 days prior written notice.

If any portion or all of the need for or cost of such insurance shall result from Contractor's breach of this Contract, such insurance costs shall be a non-reimbursable cost to Contractor CTA reserves the right to review the remaining project scope and to determine if the work to be performed within fifty (50) feet of rail right of way requires Railroad Protective Liability Insurance. The CTA further agrees that for premium expenses incurred by the Contractor for Railroad Protective Liability Insurance will be a reimbursable expense.

B. DEADLINE FOR INITIAL SUBMITTAL OF CONTRACTOR'S INSURANCE AND BOND DOCUMENTS.

The Contractor must furnish all required insurance and performance and payment bond documents within fourteen days of the date that the Contractor receives a letter (the "Insurance Submittal Letter") from the CTA's Director of Purchasing requesting the Contractor to submit the documents required by these Insurance and Bond Requirements. CTA will not execute the Contract until the required insurance and bond documents are delivered to CTA and approved by CTA. Failure to deliver the required documents within fourteen days of receipt of the Insurance Submittal Letter is a material failure to comply with the specifications and may result in any or all of the following at the CTA's sole discretion:

- 1. debarment or suspension, and
- 2. determination of Contractor non-responsibility.

C. CTA ADDRESS.

All notices and documents must be mailed to the CTA at:

Chicago Transit Authority Risk Compliance – Law Department 567 W. Lake St. Chicago, IL 60661

D. OBLIGATION TO MAINTAIN CONTINUOUS COMPLIANCE

1. The Contractor expressly agrees that failure to comply and maintain compliance with all insurance and bond requirements shall constitute a material breach of the Contract which may result in default and, if uncured, termination for default under the contract. In addition, such failure, if uncured, may result in debarment and suspension.

2. The Contractor is prohibited from performing any work if Contractor has allowed any of the required insurance policies to expire.

PART II. INSURANCE REQUIREMENTS

- **A.** The CTA must be named as an Additional Insured and Certificate Holder on all policies except Workers Compensation and Professional Liability. When the CTA is an additional insured, the coverage shall be primary.
- **B.** The CTA must be the Named Insured on the Owners Protective Liability and Builders Risk Insurance policies.
- **C.** The Commercial General Liability and Owners Protective Liability, General Aggregate Limit of Liability, if any, must apply on a per occurrence basis.
- D. All insurance carriers must be acceptable to the CTA. All insurance companies shall have at least an A VII POLICY HOLDER RATING, or better, by the A.M. Best Co., Inc. Insurance companies with lower ratings will not be accepted. Carriers licensed to do business in the State of Illinois must issue all insurance, with the exception of Railroad Protective.
- **E.** All insurance policies required by the CTA require the Contractor and its insurers to waive all rights of subrogation against the CTA.
- **F.** The insurance to be carried shall in no way be subject to limitations, if any, expressed in the indemnity section of the General Conditions (or any statutory, judicial or common law limitations).

PART III. INSURANCE COVERAGES

A. WORKERS COMPENSATION

Coverage A:	In form and in accordance with the laws of the State of Illinois.	
Coverage B:	Employers Liability:	
\$1,000,000	Bodily Injury by Accident	
\$1,000,000	Bodily Injury by Disease, Policy Limit	
B. COMPREHENSIV	E OR COMMERCIAL GENERAL LIABILITY:	
\$2,000,000	General Aggregate	
\$2,000,000	Products/Completed Operations Aggregate	
\$1,000,000	Personal Injury and Advertising Injury	
\$1,000,000	Per Occurrence	

The Commercial General Liability policy shall include, without limitation: (i) Broad Form Contractual Liability, (ii) Products/Completed Operations to be maintained in full force and effect for a period of two (2) years following final completion of the work under the Contract, (iii) Independent Contractors' Protective Liability, (iv) Premises/Operations, including deletion of explosion, collapse and underground (XCU) exclusions, (v) Broad Form Property Damage, including Products/Completed Operations, (vi) Bodily Injury and Personal Injury Liability, with employee and contractual exclusions deleted, (vii) Severability of Interest and Cross Liability endorsement and (viii) Contractor expressly agrees to waive, and will require its insurer to waive, its rights, benefits and entitlement under the "Other Insurance" clause of its Commercial General Liability policy, with respect to the CTA.

When work is to be performed within fifty (50) feet of rail right-of-way the Contractor will be enrolled as a participant in the CTA Blanket Railroad Protective program. In addition, Contractors and Sub-contractors are required to provide endorsements to their CGL policy eliminating the exclusion for work within fifty (50) feet of rail right-of-way.

- a. Limits must be equal to the Railroad Protective Liability per occurrence limit of \$2,000,000 per occurrence.
- b. An endorsement must be provided deleting the contractual exclusion for work within 50' of the rail right of way.
- c. A certificate of insurance satisfying (a) and (b) above must be presented.

C. AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit (Bodily Injury and Property Damage)
N/A	Uninsured/Underinsured Motorist Including Owned, Non- Owned, Hired and Borrowed Vehicles and Equipment

D. UMBRELLA LIABILITY

N/A Each occurrence and in the aggregate, excess of the underlying policies.

The Umbrella Liability Policy shall specifically identify each of the policies described in A, B, and C above on the Schedule of Underlying Coverages, and shall provide coverage at least as broad as each of the underlying policies.

- E. OWNERS PROTECTIVE LIABILITY
 - **N/A** General Aggregate (Per Location)
 - N/A Per Occurrence
 - N/A Combined Single Limit (Bodily Injury and Property Damage Per Location)

The definition of designated contractor must be amended to include contractors of every tier.

F. THE CTA WILL PROVIDE A BLANKET RAILROAD PROTECTIVE LIABILITY POLICY:

- **N/A** Bodily Injury/Property Damage per Occurrence
- **N/A** Bodily Injury/Property Damage Aggregate
- G. CARGO LIABILITY/INLAND MARINE N/A OCC/AGG
- H. PROFESSIONAL LIABILITY \$2,000,000 PER CLAIM
- I. OTHER INSURANCE: CTA NAMED ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY.

PART IV PERFORMANCE AND PAYMENT BOND REQUIREMENTS

- A. The Contractor shall furnish separate Performance and Payment Bonds.
- B. The surety or sureties issuing the bond must be acceptable to the Authority and must have a Best's Key Rating Guide of A VII or greater and be listed in the most recently published "Listing of Approved Sureties" of the U.S. Department of the Treasury Circular 570, with underwriting limitations in excess of the Contract Price. The bond must cover the warranty period required by the Contract.
- C. The Performance Bond shall be for faithful performance of the Contract.
- D. The Payment Bond shall be for security for the payment of all persons for furnishing materials, provisions, or other supplies, or items used in, upon, for, or about the performance of the Work contracted to be done, or for performing any Work or labor thereon of any kind.
- E. The Authority reserves the right to require additional security under this Contract if any surety upon any bond furnished with this Contract becomes unacceptable to the Authority.

PART V. PERFORMANCE AND PAYMENT BONDS REQUIRED FOR THIS CONTRACT.

Payment Bond:	<u>N/A</u>
Performance Bond:	<u>N/A</u>
Fidelity Bond:	<u>N/A</u>



Issue Date:

INSURANCE CERTIFICATE OF COVERAGE

Named	
Insured:	

Address:

Specification #:

Project #: ____ Contract #: ____

(NUMBER & STREET) (ZIP)

RFP#:

(STATE)

Description of Operation/Location

(CITY)

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 Chicago Transit Authority. 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 Chicago Transit Authority at the address shown on this Certificate. This certificate is issued to the Chicago Transit Authority in consideration of the contract entered into with the named insured, and it is mutually understood that the Chicago Transit Authority relies on this certificate as a basis for continuing such agreement with the named insured.

Type of insurance	Insurer Name	Policy Number	Policy Period	Limits of Liability All Limits in Thousands
Commercial General Liability Occurrence Claims made Premise-Operations Explosion/Collapse Underground Products/Completed Operations Blanket Contractual Broad Form Property Damage Independent Contractors Personal Injury Pollution Commercial General Liability Form #: CG 00 01				Each Occurrence General Aggregate <u>\$</u> Products/Completed Operations Aggregate <u>\$</u> <u>Deductible and/or</u> <u>Self Insured Retention</u>
Automobile Liability (Any Auto)				Each Occurrence \$
Excess Liability □Umbrella Liability				Each Occurrence \$
Workers' Compensation and Employer's Liability				WC \$ Employers Liability \$
Builders' Risk/Course of Construction				Amount of Contract \$
Professional Liability				\$
Owner Contractors Protective				\$
Other				

Each insurance policy required by this agreement, except policies for workers' compensation and professional liability, will read: a)

The Chicago Transit Authority is an additional insured as respects to operations and activities of, or on behalf of the named insured,

b)

C)

performed under contract with or permit from the Chicago Transit Authority". The General, Automobile and Excess/Umbrella Liability Policies described provide for separation of insureds applicable to the named insured and the CTA. General Liability, Auto Liability, Workers Compensation and Property insurers shall waive all rights of subrogation against the Chicago Transit Authority. The General Liability policies, including excess and umbrella will insure all liabilities assumed under the provisions of the Hold Harmless and Indemnity Clause to a compensition and excess. d) contained in the Contract and not exclude any construction and/or demolition work performed within 50 feet of railroad track. Commercial General Liability must be written on the ISO Occurrence Form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and include the following endorsement: Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage). The Contractor shall be responsible for arranging that all subcontractors maintain the necessary insurance requirements.

The receipt of this certificate by the CTA does not constitute agreement by the CTA that the insurance requirements in the contract have e) been fully met, or that the insurance companies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Receipt of Notice	Signature of Authorized Representative
Certificate Holder/Additional Insured	Agent/Company Address
Chicago Transit Authority	
Dept. of Risk Management 567 W Lake St.	
Chicago, IL 60661	Telephone

AFFIDAVIT OF PROMPT PAYMENT

Complete either (A) or (B), as applicable

1

(A) The undersigned affirms, to the best of his/her knowledge and belief, that:

- (1) The undersigned understands and agrees that the Contractor is required to pay all Subcontractors for all work that any Subcontractor has satisfactorily completed no later than 14 business days after the Contractor has received payment from the Authority for that work.
- (2) The undersigned understands and agrees that the Contractor is required to pay retainage amounts, if any, to a Subcontractor no later than 14 business days after that Subcontractor has satisfactorily completed its portion of the work, whether or not the Authority has released retainage to the Contractor for that portion of the work.
- (3) The undersigned understands and agrees that any delay in or postponement of payment to any Subcontractor by the Contractor requires the Contractor to demonstrate good cause and to receive prior written approval of the Director, Purchasing.
- (4) The undersigned understands and agrees that the Authority will not pay the Contractor for Services performed or Deliverables submitted unless and until the Contractor certifies that the Subcontractors have been promptly paid for the work or services they have performed under all previous payment requests, as evidenced by the filing with the Authority the Contractor's sworn statement that the Contractor has complied with the prompt payment requirements.

The undersigned solemnly declares and affirms under penalty of perjury that the above and foregoing are true and correct, and that he/she is authorized on behalf of the Contractor to sign this affidavit.

	(Name of Contractor)	-
	(Signature)	-
	(Name and Title of Affiant)	_
	(Date)	-
	OR	
performance of the work or services and, as su	rms under penalty of perjury that no Subcontractor uch, the statutory prompt payment requirements ed on behalf of the Contractor to sign this affidavit.	
	(Signature)	_
	(Name and Title of Affiant)	_
	(Date)	-
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Rev 3/17)	Chicago	Transit Authority 100

AFFIDAVIT OF MINIMUM WAGE PAYMENT

COMPLETE SECTION (A) OR (B), AS APPLICABLE

(A) The undersigned affirms, to the best of his or her knowledge and belief, that:

- (1) The undersigned understands and agrees that the Contractor and its Subcontractors are required to pay certain employees the minimum wage set forth in the CTA Minimum Wage Regulations, available at: http://www.transitchicago.com/business/procurement_information/regulation_and_polices.aspx ("Minimum Wage"), for all work that qualifies for Minimum Wage under Section 1.10 of the Authority's Purchasing Policy & Procedures ("Minimum Wage Policy").
- (2) The undersigned understands and agrees that, unless otherwise exempted in the Contract or the Minimum Wage Policy, the Contractor and its Subcontractors, if any, are required to pay Minimum Wage to:
 - a) all employees performing work or services on property owned or controlled by the Authority or at any other location specified by the Authority in the Contract as the location for performance of the work or services;
 - b) those employees who are directly performing work or services for which the Authority pays the Contractor an hourly rate or per piece work rate for work or services; and
 - c) those employees who fulfill the Authority's requirement for the Contractor to provide specified work hours or a specified number of workers;
- (3) The undersigned understands and agrees that the Contractor and its Subcontractors, if any, must cooperate in any investigation by the Authority regarding compliance with the Minimum Wage Policy. Failure to comply with the Minimum Wage Policy or to cooperate in such an investigation is grounds for the Authority declaring the Contractor in default of this Contract and exercising such remedies as the Authority deems appropriate.

The undersigned solemnly declares and affirms under penalty of perjury that the above and foregoing are true and correct, and that he or she is authorized on behalf of the Contractor or Subcontractor to sign this affidavit.

	(Name of Contractor/Subcontractor)	_
	(Signature)	_
	(Name and Title of Affiant)	_
	(Date)	_
	OR	
no employees of the Contractor or its Subcontractor	s under penalty of perjury that, to the best of his or he ors meet the criteria set forth above and, as such, the d further declares that he or she is authorized on beh	Minimum Wage Policy
	(Name of Contractor/Subcontractor)	_
	(Signature)	_
	(Name and Title of Affiant)	_
	(Date)	_
(rev.6/17)		

Chicago Transit Authority 101

For Insertion into Solicitation Documents for all procurements NOT subject to a public bid opening, such as a request for proposals (RFP) or a request for letters of interest and qualification (LIQ):

FREEDOM OF INFORMATION ACT NOTICE

Proposer/Respondent must complete the attached Freedom of Information Declaration and affix it to the front of each proposal/letter of interest and qualification that Proposer/Respondent submits to CTA.

CTA is subject to the requirements of the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), which enables the public to request and obtain records from CTA. FOIA requires, upon request, the public disclosure of any non-exempt information in proposals/letters of interest and qualification, contracts, invoices or payment records (among other records). *See* Section 7 and 7.5 of FOIA, 5 ILCS140/7 and 7.5, for the available FOIA exemptions. If Proposer/Respondent has any questions regarding the FOIA process at CTA, Proposer/Respondent should contact CTA's Freedom of Information Officer at (312) 681-2809 or via e-mail at FOIA@transitchicago.com.

Please note that proposals/letters of interest and qualification become the property of the CTA when submitted and cannot be returned. All proposals/letters of interest and qualification and any subsequent contract (including any later amendments thereto) will be subject to public disclosure under FOIA upon request after the successful proposer/respondent and CTA have executed a written contract. To the extent that Proposer/Respondent provides records to CTA that contain information exempt from public disclosure under FOIA, such as proprietary trade secrets or confidential commercial or financial information (*see* Section 7(1)(g) of FOIA, 5 ILCS 140/7(1)(g)),Proposer/Respondent must clearly identify and mark this information in the records. *See* How to Mark and Identify Proprietary, Privileged or Confidential Information herein.

Any proposals/letters of interest and qualification submitted to CTA in connection with this procurement that are not clearly marked and identified as containing proprietary, privileged or confidential information may be released by CTA with no further notice to Proposer/Respondent.

Proposer/Respondent is solely responsible for the marking and identification of Proposer/Respondent's proprietary, privileged, or confidential information within a proposal/letter of interest and qualification before it is submitted to CTA. For purposes of this provision, all information provided by Proposer/Respondent in a proposal/letter of interest and qualification is considered by CTA to be Proposer/Respondent's information, even if the information relates to one or more of Proposer/Respondent's proposed subcontractors. Proposer/Respondent is solely responsible for marking and identifying any proprietary, privileged, or confidential information of Proposer/Respondent's subcontractors contained in Proposer/Respondent's proposals/letters of interest and qualification before the proposals/letters of interest and qualification are submitted to CTA. Proposer/Respondent will be required to indemnify, defend, and hold harmless CTA for any damages, costs, liabilities, and fees (including attorney's fees) that result from the public disclosure by CTA of information from Proposer/Respondent's proposal/letter of interest and qualification that is not marked and identified by Proposer/Respondent as proprietary, privileged, or confidential at the time that Proposer/Respondent submits its proposal/letter of interest and qualification to CTA.

In the event that a FOIA request is made for records that contain information that Proposer/Respondent has identified and marked as "proprietary," "privileged," or "confidential," CTA will notify Proposer/Respondent of the request and will allow Proposer/Respondent an opportunity to review the records requested under FOIA so that Proposer/Respondent can confirm that all marked and identified proprietary, privileged or confidential information has been removed. Before allowing information that Proposer/Respondent has identified and marked as "proprietary," "privileged," or "confidential" to be redacted from a proposal/letter of interest or qualification (or other record), CTA may require Proposer/Respondent to provide CTA with additional information regarding the materials marked and identified for redaction. CTA will not allow the redaction of any information that does not meet the statutory FOIA exemptions.

Once Proposer/Respondent has reviewed a particular proposal/letter of interest and qualification or contract and has confirmed that all proprietary, privileged and confidential information has been removed, CTA will provide Proposer/Respondent with a redacted copy of the proposal/letter of interest and qualification or contract that will be publicly disclosed by CTA in connection with any pending or future FOIA requestsand CTA will provide no further notice to Proposer/Respondent when that particular record is requested or publicly disclosed pursuant to a FOIA request. This redacted copy of the proposal/letter of interest and qualification or contract may also be published in whole or in part on CTA's website or in any other format by CTA without further notice to Proposer/Respondent.

Please note that Proposer/Respondent may also be required to provide CTA with additional information regarding information redacted from records if any proceeding arises that requires CTA to defend the non-disclosure of the information that Proposer/Respondent has marked and identified as "proprietary," "privileged," or "confidential."

Please also note that, if Proposer/Respondent receives a contract in connection with this procurement, "public records" as defined in Section 2 of FOIA that are in Proposer/Respondent's possession or control as a result of the contract may be requested under FOIA and the non-exempt portions of those records may be subject to public disclosure under FOIA. *See* 5 ILCS 140/2 and 7(2). CTA will notify Proposer/Respondent of any FOIA request that will require Proposer/Respondent to review and compile records in its possession or control.

Upon receiving notice from CTA that a FOIA request has been made for Proposer/Respondent's proposals/letters of interest and qualification, contract or other records provided to CTA or in Proposer/Respondent's possession or control, Proposer/Respondent must produce and/or complete the review of all records requested pursuant to FOIA within two (2) business days or other time frame indicated in CTA's notice to Proposer/Respondent. *See* 5 ILCS 140/3(d) and 3.1 for the statutory deadlines applicable to non-commercial and commercial FOIA requests. If Proposer/Respondent will require additional time to produce and/or review the records being requested, Proposer/Respondent must notify CTA immediately and provide CTA an explanation for the delay and the date when CTA can anticipate the records or the completion of Proposer/Respondent's review.

If Proposer/Respondent fails to timely comply with any request by CTA to produce or review records necessary for CTA's compliance with FOIA and Proposer/Respondent's non-compliance results in any adverse consequences to CTA, including but not limited to, fines or penalties being imposed on CTA, Proposer/Respondent's non-compliance will be an event of default on the underlying contract, if any, and will further be deemed a loss covered by any such underlying contract's indemnification provisions.

HOW TO MARK AND IDENTIFY PROPRIETARY, PRIVILEGED OR CONFIDENTIAL INFORMATION:

In order to clearly mark and identify a record or portion of any record submitted to CTA in connection with this procurement that contains any Proposer/Respondent proprietary, privileged or confidential information, Proposer/Respondent must complete all of the following steps:

A. To the extent that Proposer/Respondent submits any proprietary, privileged, or confidential information to CTA, Proposer/Respondent must mark the title pages of each proposal/letter of interest and qualification containing such information as follows: "This **[insert [Proposal] or [Letter of Interest and Qualification] or [Other Identification]]** includes proprietary, privileged, or confidential, that may not be disclosed outside CTA and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal/Letter of Interest and Qualification]." For purposes of this provision, "CTA" will include any consultants assisting CTA with respect to CTA's evaluation of the proposals/letters of interest and qualification submitted in connection with this procurement.

- B. Proposer/Respondent must also mark each page or portion of a page containing proprietary, privileged, or confidential information, as specifically as possible, with the following legend: "[Proprietary] or [Privileged] or [Confidential] Information: This page or the portion of the page indicated contains proprietary, privileged or confidential information."
- C. Please note that CTA will not honor any request to redact information from records that does not meet the requirements of FOIA including, for example, a request that CTA redact the entire contents of a proposal/letter of interest and qualification. Excessive or indiscriminate marking of information as proprietary, privileged or confidential will be grounds for CTA to deem no information as being exempt from public disclosure under FOIA and disclosing all contents of the proposal/letter of interest and qualification.

FREEDOM OF INFORMATION DECLARATION

Place an "X" on the appropriate line and fill in the blanks:

There is no information contained in the attached proposal/letter of interest and qualification that is proprietary, privileged or confidential to Proposer/Respondent:

(Insert the name of your company)

pursuant to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.* I acknowledge that the entire contents of the attached proposal/letter of interest and qualification may be publicly disclosed by CTA upon request pursuant to FOIA or may be published in whole or in part on CTA's website or in any other format without further notice to Proposer/Respondent.

The attached proposal/letter of interest and qualification contains information that is proprietary, privileged, or confidential to Proposer/Respondent:

(Insert the name of your company)

pursuant to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.* To the extent that proprietary, privileged or confidential information is being submitted to CTA in the attached proposal/letter of interest and qualification, the proposal/letter of interest and qualification has been marked as required by CTA's Freedom of Information Act Notice. I acknowledge that the contents of the attached proposal/letter of interest and qualification that are not identified as containing proprietary, privileged or confidential information may be publicly disclosed by CTA upon request or may be published in whole or in part on CTA's website or in any other format without further notice to Proposer/Respondent.

If CTA has any questions regarding the contents of the attached proposal/letter of interest and qualification or information marked as proprietary, privileged, or confidential by Proposer/Respondent, CTA's Freedom of Information Officer should contact (Please Print):

Name:	
Title:	
Company:	
Address:	
Telephone:	
Facsimile:	
E-mail:	

Chicago Park District

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CHICAGO PARK DISTRICT PRESCRIPTION DRUG COVERAGE

For covered employees and dependents in Blue Advantage HMO or the Blue Choice Options (OPT) PPO and covered retirees and dependents enrolled in Blue Advantage HMO or Blue Edge PPO.

Prescription Medications	You Pay
Retail: 30 day supply	Generic \$10 copay
Short term medications	Formulary Brand* \$30
(3 fills only)	Non-Formulary Brand* \$45
Maintenance medications -up to three	Generic \$25 copay
fills at retail, then mail order is	Formulary Brand* \$75
mandatory. Mail order provides up to a	Non-Formulary Brand* \$112.50
90 day supply	
Specialty medications	Generic \$10 copay
Must be purchased from Orchard	Formulary Brand* \$30
Specialty	Non-Formulary Brand* \$112.50
1-877-437-9012	
*Copay differential	If you choose a brand name when a
	generic is available, you will pay the
	generic copay plus the difference in cost
	between the brand and the generic
Select Formulary	Your plan has adopted the Select
	Formulary effective January 1, 2017.

The Chicago Park District drug benefit features the Select formulary drug list. This formulary is a list of preferred medications organized into groups or "Tiers". For a full Select formulary listing please visit <u>www.envisionrx.com</u>.

This benefit plan allows up to three (3) fills at retail which means that mail order is mandatory on the 4th fill. Any medications for the treatment of conditions that are considered chronic or long term, such as for high blood pressure, heart disease or diabetes, are considered maintenance medications. If you continue to use a retail pharmacy for maintenance medications you will pay the full price for the medication. New mail order prescriptions can be mailed, faxed from your physician's office or your physician may send an electronic prescription.

Toll free number 1-866-909-5170 or Fax 1-866-909-5171, TTY 711, and electronic: <u>www.orchardrx.com</u>.Mailing address: 7835 Freedom Ave.N.W., North Canton, OH 44720

Refills may be ordered via the website or by calling customer service or by using IVR (interactive voice response).

ECONOMIC DISCLOSURE STATEMENT & AFFIDAVIT

APPLICANTS: Any entity or individual (the" Applicant') making an application to the Chicago <u>Park District</u> for action requiring <u>approval of the Chicago Park District's Board of Commissioners ("Board of Commissioners"</u>).

ENTITIES HOLDING AN INTEREST IN THE APPLICANT: Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. However, if an entity filing an EDS is a corporation (or a direct or indirect, wholly-owned subsidiary of <u>such corporation</u>) whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of <u>1934 as amended</u>, only those shareholders that own <u>ten percent (10%)</u> or more of that filing entity's stock must file EDSs on their own behalf.

REQUIREMENT: The Chicago <u>Park District (the "Park District"</u>) requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any <u>Park District</u> action <u>may be taken</u> regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any <u>Park District</u> action will be interrupted.

EXECUTION: Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS: By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS that the <u>Park District</u> may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the <u>Board of</u> <u>Commissioners</u>, or as of the date of the closing of your transaction.

ECONOMIC DISCLOSURE STATEMENT UPDATE OBLIGATION. The applicant, if pre-qualified, is required to notify the Park District and update the EDS whenever there is a change in circumstances that makes any certification or information provided in the awardee's EDS inaccurate, obsolete, or misleading. If the applicant is pre-qualified, failure to notify the Park District and update the EDS is grounds for declaring the pre-qualified firm in default, termination of the contract for default, and declaring the awardee is ineligible for future contracts.

PUBLIC DISCLOSURE: It is the <u>Park District</u>'s policy to make this document available to the public on its <u>internet</u> site and/or upon request.

SECTION 0: GENERAL INFORMATION

Date this EDS is completed:

1. Who is submitting this EDS? That entity or individual will be the "Undersigned" throughout this EDS.

NAME OF ENTITY OR INDIVIDUAL

NOTE: The Undersigned is the entity or individual submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- [] Check here if the Undersigned is filing this EDS as an Applicant
- [] Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Identify the Applicant in which this entity holds an interest:

2. Business address of the Undersigned:

3. Telephone:_____ Fax:_____ E-mail:_____

4. Name of contact person:

5. Tax identification number (optional):

6. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains (Include specification number and location if applicable):

SECTION I: DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF ENTITY

- 1. Indicate whether the Undersigned is an individual or legal entity:
 - [] Individual
 - [] Business corporation
 - [] Sole proprietorship
 - [] Limited Liability Company
 - [] Joint venture
 - [] General partnership
 - [] Limited partnership
 - [] Not-for-profit corporation
 Is the not-for-profit corporation also a 501(c)(3)?
 [] Yes
 [] No

[] Other entity (please specify)

2. State of incorporation or organization, if applicable:

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

[]Yes []No []N/A

B. ORGANIZATION INFORMATION

2.

- 1. IF THE UNDERSIGNED IS A CORPORATION:
 - a. Date of incorporation:
 - b. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

NAME	TITLE	
C.	If the Undersigned is a corporation <u>(or a direct or indirect wholly owned subsidiary or such corporation)</u> whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following inform concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.	_
NAME	BUSINESS ADDRESS PERCENTAGE INTEREST	
d.	For corporations that are NOT registered on a national securities exchange pursuan the Securities Exchange Act of 1934, list below the name, business address and	nt to
	percentage of ownership interest of each shareholder.	
NAME	BUSINESS ADDRESS PERCENTAGE INTEREST	
IF THE	UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:	
percer	neral or limited partnerships or joint ventures: list below the name, business address a tage of ownership interest of each partner. For limited partnerships, indicate whether to sa general partner or a limited partner.	

NAME	BUSINESS ADDRESS	PERCENTAGE INTEREST

	а.		er. If there are no manag	entage of ownership interest of ead ers, write "no managers," and indic
	NAME		BUSINESS ADDRESS	PERCENTAGE INTEREST
	b.	List below the names an officers."	nd titles of all officers, if ar	ny. If there are no officers, write "no
	NAME		TITLE	
4.	IF THE ENTIT		AND TRUST, BUSINESS	TRUST, ESTATE OR OTHER SIM
4.		Y List below the name and		ch individual or legal entity holding
4.	ENTIT	Y List below the name and	d business address of eac	ch individual or legal entity holding
4.	ENTIT a.	Y List below the name and	d business address of eac is the subject of the trust.	ch individual or legal entity holding
4.	ENTIT a. NAME b.	Y List below the name and title to the property that	d business address of eac is the subject of the trust. BUSINESS ADDRESS	ch individual or legal entity holding
4.	ENTIT a. NAME b.	Y List below the name and title to the property that List below the name, bu	d business address of eac is the subject of the trust. BUSINESS ADDRESS	ch individual or legal entity holding PERCENTAGE INTEREST
4.	ENTIT a. NAME b. each b	Y List below the name and title to the property that List below the name, bu	d business address of eac is the subject of the trust. BUSINESS ADDRESS	ch individual or legal entity holding PERCENTAGE INTEREST

3.

First describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:		
NAME	BUSINESS ADDRESS	PERCENTAGE INTEREST

SECTION II: BUSINESS RELATIONSHIPS WITH PARK DISTRICT AND CHICAGO PARKS FOUNDATION OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

- 1. The Undersigned must indicate whether it had a "business relationship" with a <u>Park District</u> <u>Commissioner and/or Chicago Parks Foundation Board Member</u> in the <u>twelve (12)</u> months before the date this EDS is signed.
- For the purposes of this EDS, a "business relationship" means any contractual or other private 2. business dealing of a Commissioner and/or Board Member, or his or her spouse, or of any entity in which the Commissioner and/or Board Member or his or her spouse has a financial interest with a person or entity which entitles the Commissioner and/or Board Member to compensation or payment in the amount of \$2,500 or more during the prior twelve months; but a "financial interest" does not include: (a) any interest of the spouse or of an employee or Commissioner and/or Board Member which interest is related to the spouse's independent occupation. profession, or employment; (b) any ownership through purchase at fair market value or inheritance of less than 1 % of the shares 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, (c) the authorized compensation paid to an Employee or a Commissioner or Board Member for his office or employment; (d) any economic interest not distinguishable from the economic interests of the public generally; (e) a time or demand deposit in a financial institution; (f) a money market mutual fund account; or (g) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of a Commissioner's or Board Member's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the Park District and/or the Chicago Parks Foundation.

B. CERTIFICATION

1. Has the Undersigned had a "business relationship" with a <u>Park District Commissioner or Chicago</u> <u>Parks Foundation Board Member</u> in the <u>twelve (12)</u> months before the date this EDS is signed?

[]Yes []No

If yes, please identify below the name(s) of <u>the Park District</u> Commissioner(s) or Chicago Parks Foundation Board Member(s) and describe the relationship(s):

SECTION III: DISCLOSURE OF RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

"Lobbyist" means any person (a) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (b) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

- 1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.
- 2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either (a) ask the <u>Park District's Director of Purchasing</u> whether disclosure is required, or (b) make the disclosure.

B. CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below (begin list here, add sheets as necessary):

NAME	BUSINESS ADDRESS	RELATIONSHIP TO UNDERSIGNED	FEES
(indicate whether retained or anticipated to be retained)		(attorney, lobbyist, etc.)	(indicate whether paid or estimated)

[] Check here if no such individuals have been retained by the undersigned or are anticipated to be retained by the undersigned.

SECTION IV: CERTIFICATIONS

A. CERTIFICATION OF COMPLIANCE

For purposes of the certifications in this Section IV, the term "affiliate" means any individual or entity that, directly or indirectly controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the <u>Park District and the City of Chicago</u>, using substantially the same management, ownership, or principals as the ineligible entity.

1. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City<u>of Chicago or the Park District</u>. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below: If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

 The Undersigned and its affiliates have not, in the past five <u>(5)</u> years, been found in violation of any <u>Park District</u>, City, state or federal environmental law or regulation. If there have been any such violations, note them below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- 3. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.
- 4. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors / subcontractors hired, or to be hired in connection with the Matter, certifications equal in form and substance to those in this Section IV, and will not, without the prior written consent of the <u>Park</u> <u>District</u>, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.
- 5. If the Undersigned is unable to make the certifications required in this Section IV, A, provide an explanation:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B: CHILD SUPPORT OBLIGATIONS: CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. Note: This may include individuals disclosed in Section I (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.

If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

Check one:

1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois, or by another Illinois court of competent

jurisdiction.

2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.

3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (b) at least one such Substantial Owner is not in compliance with a court approved agreement for the payment of all such child support owed; or both (a) and (b).

___4. There are no Substantial Owners.

C. FURTHER CERTIFICATIONS

For purposes of this part, "Affiliated Entity" means an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government <u>or unit thereof</u>, including the <u>Park District and the</u> City <u>of Chicago</u>, using substantially the same management, ownership, or principals as the ineligible entity.

With respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity; any responsible official of the Undersigned; any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned; any Applicable Party or any Affiliated Entity acting pursuant to the direction or authorization of a responsible official of the Undersigned; any Applicable Party or Undersigned; any Applicable Party, or any Affiliated Entity (collectively "Agents").

- 1. The Undersigned, and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - b. have not, within a five year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in C, 1, b of this section;
 - d. have not, within a five <u>(5)</u> year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, within a five (5) year period preceding the date of this EDS, been convicted,

adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the <u>Park District</u>, City of Chicago or by the federal government, any state, or any other unit of local government.

- 2. Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five (5) years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five (5) years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:
 - a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the <u>Park District, the City of Chicago</u>, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in a or b above that is a matter of record, but have not been prosecuted for such conduct.
- 3. The Undersigned understands and shall comply with <u>(a) all applicable requirements of</u> <u>Governmental Ethics under Park District Code, and (b) all the applicable provisions of the Park</u> <u>District Purchasing and Contracting Code</u>.
- 4. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (a) bid-rigging in violation of 720 ILCS 5/33E-3; (b) bid-rotating in violation of 720 ILCS 5/33E-4; or (c) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
- 5. If the Undersigned is unable to certify to any of the above statements in this Part C, the Undersigned must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

D. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part D, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, or pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code.

1. CERTIFICATION

The Undersigned certifies that the Undersigned (check one)

_____ is

_____ is not

a "financial institution" as defined above.

2. IF THE UNDERSIGNED IS A FINANCIAL INSTITUTION, THEN THE UNDERSIGNED PLEDGES:

"We are not and will not become a predatory lender as defined in Chapter 2 -32 of the Municipal Code<u>of the City of Chicago</u>. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the <u>Park District</u>."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code <u>of the City of Chicago</u>, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. CERTIFICATION REGARDING INTEREST IN <u>PARK DISTRICT</u> BUSINESS

Any words or terms defined in the Code of the Chicago <u>Park District</u> have the same meanings when used in this Section IV.

1. Does any Commissioner or Employee of the <u>Park District</u> have a financial interest in his or her own name or in the name of any other person in the Matter?

[]Yes []No

NOTE: If you answered "No" to Item IV, E, 1, you are not required to answer Items IV, E, 2 or IV, E, 3 below. Instead, review the certification in Item IV, E, 4 and then proceed to Section V. If you answered "Yes" to Item IV, E, 1, you must first respond to Item IV, E, 2 and provide the information requested in Item IV, E, 3. After responding to those items, review the certification in Item IV, E, 4 and proceed to Section V.

2. Unless sold pursuant to a process of competitive bidding, no <u>Park District</u> Commissioner or Employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (a) belongs to the <u>Park District</u>, or (b) is sold for taxes or assessments, or (c) is sold by virtue of legal process at the suit of the <u>Park District</u> (collectively, "<u>Park District</u> Property Sale"). Compensation for property taken pursuant to the <u>exercise of any power of</u> eminent domain does not constitute a financial interest within the meaning of this Section IV.

Does the Matter involve a <u>Park District</u> Property Sale?

[]Yes []No

 If you answered "yes" to Item IV, E, 1, provide the names and business addresses of the <u>Park</u> <u>District</u> Commissioners or Employees having such interest and identify the nature of such interest:

NAME	BUSINESS ADDRESS	NATURE OF INTEREST

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any <u>Park District</u> Commissioner or employee.

SECTION V: CERTIFICATIONS FOR FEDERALLY - FUNDED MATTERS

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter (Begin list here, add sheets as necessary):

If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.

- 2. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Section V, A, 1, above, for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.
- 3. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in parts 1 and 2 above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at: http://www.whitehouse.qov/omb/qrants/sfillin.pdf, linked on the page http://www.whitehouse.qov/omb/qrants/qrantsforms.html.

- 4. The Undersigned certifies that either (a) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of <u>1986</u>, <u>as amended</u>; or (b) it is an organization described in section 501 (c)(4) of the Internal Revenue Code of <u>1986</u>, <u>as amended</u> but has not engaged and will not engage in "Lobbying Activities".
- 5. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to those in Section V, A, 1-4 above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the <u>Park District</u> upon request.

B. CERTIFICATION REGARDING NON-SEGREGATED FACILITIES

"Segregated facilities," as used in this provision, means any waiting rooms,' work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

1. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

- 2. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any <u>twelve-(12)</u> month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph for the duration of the contract (if any) and must make such certifications promptly available to the Park District upon request.
- 3. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

Subcontractors must submit to the Contractor a Certification of Non-segregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

C. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. (NOTE: This Part C is to be completed only if the Undersigned is the Applicant.)

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

[]Yes []No []N/A

2. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

[]Yes []No []N/A

3. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

[]Yes []No []N/A

SECTION VI: NOTICE AND ACKNOWLEDGMENT REGARDING PARK DISTRICT ETHICS AND CAMPAIGN FINANCE ORDINANCES

The Park District's Governmental Ethics Code, Chapter III of the Code of the Chicago Park District, imposes certain duties and obligations on individuals or entities seeking Park District contracts, work, business, or transactions. The Undersigned must comply fully with the applicable codes.

- [] By checking this box the undersigned acknowledges and understands that the Park District's Governmental Ethics Code, among other things:
 - 1. Provides that any contract negotiated, entered into or performed in violation of the Park District's Governmental Ethics Code can be voided by the Park District.
 - 2. Limits the gifts and favors any individual or entity can give, or offer to give, to any Park District Commissioner, employee, contractor or the spouse or minor child of any of them, including:
 - a. Any cash gift or any anonymous gift; and
 - b. Any gift based on a mutual understanding that the Commissioner's or employee's or Park District contractor's actions or decisions will be influenced in any way by the gift.
 - 3. Prohibits any Park District Commissioner or employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the Park District, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
 - 4. Prohibits any appointed Park District Commissioner from engaging in any contract, work, transaction or business of the Park District, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
 - 5. Provides that Park District Commissioners and employees or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the Park District, unless their services are wholly unrelated to their Park District duties and responsibilities.
 - 6. Provides that former Park District Commissioners and employees cannot, for a period of one year after their Park District employment ceases, assist or represent another on any matter involving the Park District, if, while with the Park District, they were personally and substantially involved in the same matter.

7. Provides that former Park District employees and Commissioners cannot ever assist or represent another on a Park District contract if, while with the Park District, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

SECTION VII: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the <u>Park District</u> in connection with the Matter, whether procurement, <u>Park District</u> assistance, or other <u>Park District</u> action, and are material inducements to the <u>Park District</u>'s execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. If the <u>Park District</u> determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the <u>Park District</u> may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the <u>Park District</u>.
- **C.** Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the Park District in connection with the public release of information contained in this EDS and also authorizes the <u>Park District</u> to verify the accuracy of any information submitted in this EDS.
- D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks <u>Park District action.</u>
- **E.** The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the <u>Park District</u> takes action on the Matter.

EDS CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Undersigned, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the <u>Park District.</u>

(Print or type name of legal entity or individual submitting this EDS)

Date:

By:

(Sign here)

Print or type name of signatory:

Title of signatory:		
Subscribed to before me on [date]	, at	County,
[state].		SEAL
	Notary Public	
Commission expires:		

INSTRUCTIONS FOR COMPLETING SCHEDULES A & B

CHICAGO PARK DISTRICT

A. SCHEDULE A [STATEMENT OF PRIME SUBMITTER]

1. Completion of Schedule A

- a. Schedule A must be completed and signed by the submitter who is the prospective awardee.
- b. That submitter must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE listed on the Schedule A.

2. Joint Venture Attachment to Schedule A (Joint Venture only)

- a. If the submitter's MBE/WBE proposal includes the participation of any MBE/WBE as a joint venture partner, the submitter must submit, with the Schedule A, a copy of the parties' Joint Venture Agreement.
- b. The Alternate Signature Page of the Schedule A must be signed by the joint venture partners.

3. Non-compliant Submittal

Failure to submit a properly completed and signed Schedule A (and joint venture documentation, if applicable) will render the submittal non-compliant, which will remove the submitter from further award consideration.

B. SCHEDULE B [STATEMENT OF MBE/WBE FIRM(S)]

1. Completion of Schedule B

- a. A Schedule B form must be completed and signed by each MBE/WBE firm listed on the Schedule A as participating in the contract as a subcontractor. Only that subcontractor shall sign the Schedule B.
- b. That MBE/WBE firm also must submit, with their Schedule B, all of their current Letters of Certification obtained from public or private entities such as the City of Chicago, the Chicago Minority Supplier Development Council (CMSDC), the Women's Business Development Center (WBDC), or the Small Business Administration.

2. Non-compliant Submittal

Failure of the prime submitter to submit a completed and signed Schedule B and current certification letter(s) for each subcontractor listed on the Schedule A will render the submittal non-compliant, which will remove the prime submitter from further award consideration.

SCHEDULE A

Statement of Prime Submitter Regarding Its MBE/WBE Utilization Plan						
TO BE COMPLETED BY SUBMITTER ONLY						
Submitter:		Project:				
Is the submitter a certified MBE/WBE? MBE: Ves No WBE: Yes No			🗆 No			
	If yes, attach all current Let NOTE:	ters of Certifica	ation.			
CERTIFICATION OF THE	CERTIFICATION OF THE SUBMITTER AS AN MBE SATISFIES ONLY THE MBE GOAL; THE WBE GOAL MUST STILL BE MET. CERTIFICATION OF THE SUBMITTER AS A WBE SATISFIES ONLY THE WBE GOAL; THE MBE GOAL MUST STILL BE MET. CERTIFICATION OF THE SUBMITTER AS BOTH MBE AND WBE MAY SATISFY ONE GOAL ONLY.					
The	submitter intends to perform work in	connection with	h this	project	as a:	
GENDER: RACE/ETHNICITY: TYPE OF FIRM: Male Black/African American Partnership Female Hispanic American Sole Proprietorship Asian American Corporation White American Joint Venturer Other Other						

All MBE/WBE firms included in the following plan must be certified as such by a public or private organization such as the City of Chicago, Chicago Minority Supplier Development Council (CMSDC), Women Business Development Center (WBDC), and the Small Business Administration.

I. Participation of MBE/WBE Firms

In determining the manner of MBE/WBE participation in the performance of this contract, the submitter shall consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services, either directly or indirectly.

- A. If submitter is a joint venturer and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of the Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- B. Proposing MBE/WBE subcontractors/suppliers/consultants to perform work or supply goods or services not directly related to the performance of this contract is considered to be indirect participation.

MBE/WBE Subcontractors/Suppliers/Consultants:

1.	Name of MBE/WBE:		
	Address:		
	Contact Person:	Phone:	
	E-mail:	Fax:	
	MBE/WBE Participation: Dollars \$	Percent:	%
	Will this subcontractor be used for direct or indirect particip	ation? (circle one)	

2	Schedule B and all current certification letters attached? Name of MBE/WBE:		
۷.			
	Address: Contact Person:		
	E-mail:		
	MBE/WBE Participation: Dollars \$	Percent:	%
	Will this subcontractor be used for <u>direct</u> or <u>indirect</u> participation Schedule B and all current certification letters attached?		
3.	Name of MBE/WBE:		
	Address:		
	Contact Person:	Phone:	
	E-mail:	Fax:	
	MBE/WBE Participation: Dollars \$	Percent:	_%
4.	Schedule B and all current certification letters attached? Name of MBE/WBE:		
	Address:		
	Contact Person:	Phone:	
	E-mail:	Fax:	
	MBE/WBE Participation: Dollars \$	Percent:	%
	Will this subcontractor be used for <u>direct</u> or <u>indirect</u> participal Schedule B and all current certification letters attached?		
5.	Name of MBE/WBE:		
	Address:		
	Contact Person:	Phone:	
	E-mail:	Fax:	
	MBE/WBE Participation: Dollars \$	Percent:	%
	Will this subcontractor be used for <u>direct</u> or <u>indirect</u> participation Schedule B and all current certification letters attached?	ation? (circle one)	

6.	Name of MBE/WBE:		
	Address:		
	Contact Person:	_ Phone:	
	E-mail:	Fax:	
	MBE/WBE Participation: Dollars \$	Percent:	%
	Will this subcontractor be used as <u>direct</u> or <u>indirect</u> particip Schedule B and all current certification letters attached?	· ,	
7.	Name of MBE/WBE:		
	Address:		
	Contact Person:	Phone:	
	E-mail:	Fax:	
	MBE/WBE Participation: Dollars \$	Percent:	%
	Will this subcontractor be used for <u>direct</u> or <u>indirect</u> particip Schedule B and all current certification letters attached?		
8.	Name of MBE/WBE:		
	Address:		
	Contact Person:	Phone:	
	E-mail:	Fax:	
	MBE/WBE Participation: Dollars \$	Percent:	%
	Will this subcontractor be used for direct or indirect particip	ation? (circle one)	
	Schedule B and all current certification letters attached?	🗅 Yes 🗅 No	
9.	Name of MBE/WBE:		
	Address:		
	Contact Person:	Phone:	
	E-mail:	Fax:	
	MBE/WBE Participation: Dollars \$	Percent:	%
	Will this subcontractor be used for <u>direct</u> or <u>indirect</u> particip Schedule B and all current certification letters attached?	· ,	

Attach additional sheets as needed.

II. Summary of MBE/WBE Proposal:

- A. MBE Proposal:
 - 1. MBE Participation:

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

2. WBE Participation:

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

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

(Name and Title)	
(Name and The)	

(____) (Phone Number)

(E-mail address)

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.

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

Submitter:

(Print or Type Name of Business)
Date:

Signature:

(Written Signature of Authorized Officer/Representative)

Name/Title:

(Print or Type Name and Title of Person Signing Statement)

NOTE

If submitter is an MBE/WBE joint venture with a non-MBE/WBE firm, use the following signature page instead:

End of Schedule A
ALTERNATE SCHEDULE A SIGNATURE PAGE FOR MBE/WBE JOINT VENTURE WITH A NON-MBE/WBE FIRM

Complete this signature page only if you are an MBE/WBE operating as a joint venture with a non-MBE/WBE Firm

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.

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

NOTE:

After filing this statement and before the completion of the joint venture's work on this project, if there is any change in the information submitted, the joint venturer must inform the Chicago Park District.

(Name of MBE/WBE Partner Firm)

(Written Signature of Authorized Officer/Representative)

(Print or Type Name and Title)

(Print or Type Name and Title)

(Name of Non-MBE/WBE Partner Firm)

(Written Signature of Authorized Officer/Representative)

(Date)

(Date)

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant DO NOT FILL OUT OR SIGN THIS FORM IF YOU ARE THE PRIME SUBMITTER

Project	:						
From:						🗆 No	
	(Name of MBE/V	,				No	
To:	(Name of Prime	Contractor-Submitter)	and the	Chicag	o Park	District:	
	The undersigned intends to perform work in connection with the above projects as a:						
	Gender: Male Female	RACE/ETHNICITY: Black/African American Hispanic American Asian American White American Other	Type of Firm:PartnershipSole ProprietorshipCorporationJoint VenturerOther		_		
	ate entities suc	s of the undersigned is confirmed by th ch as the City of Chicago, the Chicago Business Development Center (WBD0 Attach all current certification I	Minority Supplier Developm C), and the Small Business	nent Co Admini	uncil (C	MSDC)	
The un	dersigned is p	repared to provide the following service above project/		oods in	connec	tion with	
	The above dea	scribed performance is offered for the f	ollowing price and describe	d terms	of pay	ment:	
If more	e space is need	ded to fully describe the MBE/WBE firm attach addition		and/or	paymei	nt sched	
upon y	our execution	enter into a written agreement for the a of a contract with the Chicago Park Dis ontract from the Chicago Park District.	trict, and will do so within (3				
Signatı	Ure: Date: Date:						
Name/	Title: (Print o	or Type Name and Title)					
Addres	s:						
Teleph	one:	End of Sche	Fax: edule B				

MBE/WBE UTILIZATION REPORTING REQUIREMENTS

CHICAGO PARK DISTRICT

Construction Contracts

The prime bidder shall, within 30 days of receiving the contract award, execute contracts or purchase orders with the MBE and WBE firms included in its approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Department of Purchasing upon request.

The prime bidder shall submit the "MBE/WBE Utilization Report" with every progress payment request.

Term Agreement Contracts

For term agreement contracts for materials, supplies, equipment, services, etc., the Director of Purchasing will determine the frequency with which utilization reports are to be submitted. In the absence of written notice from the Director of Purchasing, the submitter's first "MBE/WBE Utilization Report" will be due no later than ninety (90) days after the date of contract execution.

Submission Address: MBE/WBE Utilization Reports are to be submitted directly to:

Compliance Officer Department of Purchasing Chicago Park District 541 N. Fairbanks Court 3rd Floor Chicago, IL. 60611

Do not submit invoices with the "MBE/WBE Utilization Report."

INSURANCE REQUIREMENTS

STANDARD RFP

RATING OF INSURANCE COMPANIES

The insurance company or companies providing the required coverage during the entire term of the contract shall be satisfactory to the Park District and shall carry a minimum policyholder rating of not less than "A" as listed in *Best's Key Rating Guide.*

CERTIFICATES OF INSURANCE

The awardee shall furnish to the Department of Purchasing, Chicago Park District, 541 North Fairbanks Court, 3rd Floor, Chicago, IL, 60611, original certificates of insurance evidencing the required coverage, in force on the effective date of this contract, and renewal certificates of insurance or some such similar evidence if the coverages have an expiration or renewal date occurring during the term of the contract.

The receipt of any certificate does not constitute agreement by the Park District that the insurance requirements for the contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all of the contract requirements. The failure of the Park District to obtain certificates or other insurance evidence from the contractor shall not be construed as a waiver of the requirements by the Park District.

NAMED INSURED

Except for Workman's Compensation and Professional Liability, the awardee shall make the Chicago Park District, its Commissioners, Board members, officers, agents, and employees, individually and collectively, an additional insured.

TYPES AND LIMITS

Worker's Compensation Insurance and Employer's Liability insurance: in accordance with the laws of the State of Illinois, with statutory amounts covering all employees who are to provide a service under this agreement, with limits of not less than \$500,000 for each accident or illness.

Commercial General Liability Insurance: on an occurrence basis or equivalent with limits of not less than **\$1,000,000** per occurrence, combined single limit, and **\$2,000,000** aggregate, including but not limited to bodily injury, personal injury, property damage, products/completed operation, contractual liability, cross liability and severability of interest. *The Chicago Park District is to be named as an additional insured*.

Automobile Liability Insurance: When any motor vehicles are used in connection with work to be performed under this contract, the awardee or his subcontractors (if any) shall provide \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Hired and non-owned vehicle coverage is to be included with any owned vehicle coverage. The Chicago Park District is to be named as an additional insured.

Professional Liability Insurance: with limits of liability no less than \$1,000,000.

Blanket Crime Insurance or equivalent covering all persons handling funds under this Agreement against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor at any given time under this Agreement.

Cyber Liability Insurance: must be maintained with limits of mot less than **\$5,000,000** for each occurrence or claim. Coverage must include but not be limited to network security and privacy liability including computer or

network system attacks (liability arising from the loss or disclosure of confidential information), privacy breach response coverage and costs, regulatory liability including fines and penalties, denial or loss of service, introduction, implantation and/or spread of malicious software code, unauthorized access to or use of computer systems, theft of data, and no exclusion/restriction for policy. The Chicago Park District must be named as vs insured exclusion, the exclusion must be amended and not be applicable to the Chicago Park District.

PROVISIONS

- 1. Awardee shall advise all insurers of the contract's provisions regarding insurance.
- 2. Awardee's insurance is to be placed with insurers authorized to do business in the State of Illinois and with a *Best's* rating of no less than A, covering all operations under this contract. Exceptions to this provision are only at the discretion of the Chicago Park District's Director of Risk Management.
- 3. Awardee's insurance coverage shall be primary insurance as respects the Park District, its officers, officials, employees and volunteers. Further, the awardee agrees that insurers shall waive all rights of subrogation against the Chicago park District.
- 4 Submitter expressly understands and agrees that any insurance protection furnished by the submitter hereunder shall in no way limit its responsibility to indemnify and save harmless the Chicago Park District under the provisions of the contract.
- 5. Any insurance or self-insurance maintained by the Chicago Park District, its officers, officials, employees or volunteers shall not contribute to the awardee's insurance. The Chicago Park District shall have no responsibilities whatsoever to awardee with respect to any insurance coverage, its procurement, or the absence thereof.
- The awardee's insurance shall provide for sixty (60) days prior written notice to be given to the Director of Risk Management in the event coverage is substantially changed, suspended, voided, canceled, or not renewed.
- 7. Submitter shall furnish separate certificates and endorsements for each subcontractor. Coverages for subcontractors shall be subject to all of the requirements stated herein.
- 8. The Park District maintains the right to modify, delete, alter or change these requirements.

End of Insurance Requirements

BUSINESS ASSOCIATE AGREEMENT

The Chicago Park District ("CPD") and ______ ("Business Associate") agree to the following terms and conditions, which are intended to comply with the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations:

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, which is part of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder, including the privacy, security, breach, omnibus, and enforcement rules, as each may be amended from time to time (collectively, "HIPAA"). See 45 CFR parts 160 and 164.

Specifically, the following terms used in the Business Associate Agreement shall have the same meaning as in HIPAA: Breach, Business Associate, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Financial Remuneration, Fundraising, Health Care Operations, Individual, Marketing, Minimum Necessary, Notice of Privacy Practices, Protected Health Information ("PHI"), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. The term "Breach" has the meaning as set forth in HIPAA when capitalized below, but has the ordinary dictionary meaning when not capitalized below.

For purposes of this Business Associate Agreement, the term "Protected Health Information" or "PHI" includes electronic PHI, also known as ePHI.

1. <u>Interpretation of this Business Associate Agreement</u>. A reference in this Business Associate Agreement to HIPAA means the section in effect or as amended. If there is a dispute as to whether Business Associate is, in fact, a Business Associate, the Business Associate must provide a legal memorandum to the CPD indicating why the Business Associate does not fall under the definition of Business Associate in HIPAA. If the CPD disagrees with the legal memorandum regarding the Business Associate's conclusion that Business Associate is not a Business Associate, the CPD may choose to report a Breach to the Secretary or take other measures as deemed necessary to ensure the CPD's compliance with HIPAA. Any ambiguity or inconsistency in this Business Associate Agreement shall be resolved in favor of a meaning that permits CPD to comply with HIPAA.

2. <u>Amendment of this Business Associate Agreement</u>. The parties hereto agree to negotiate in good faith to amend this Agreement from time to time as is necessary for CPD to comply with the requirements of HIPAA and for Business Associate to provide services to CPD. However, no change, amendment, or modification of this Agreement shall be valid unless it is set forth in writing and signed by both parties.

3. <u>Designation of HIPAA Officer(s)</u>. Business Associate agrees to designate, in writing, a HIPAA Privacy and Security Officer(s) who will communicate with the CPD's HIPAA Privacy and Security Officers for purposes of this Agreement. Business Associate agrees to notify the CPD's HIPAA Privacy and Security Officers of such designation and the contact information of such officer(s):

Nancy Currier Human Resources Office 312-742-5220 Nancy.currier@chicagoparkdistrict.com

4. <u>Uses and Disclosures of PHI</u>. Business Associate must not use or further disclose Protected Health Information ("PHI") other than as permitted or required by this Agreement, as necessary to perform the services in this Agreement, or as Required By Law.

a. Business Associate will not sell PHI or use or disclose PHI for the purposes of marketing or fundraising.

b. Business Associate shall not directly or indirectly receive financial remuneration in exchange for any PHI of an individual or in exchange for making communications regarding treatment or health care operations purposes, unless otherwise allowed in this Agreement.

c. If Business Associate is authorized to use PHI to provide the CPD with de-identified information, Business Associate is not permitted to use or disclose the de-identified information for purposes other than those specified in the Agreement.

d. Business Associate may use PHI to provide data aggregation services to the CPD, relating to the health care operations of the CPD.

e. Business Associate may use and disclose PHI received by the Business Associate in its capaCPD as a Business Associate to the CPD, if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, as to any such disclosure, the following requirements are met:

i. The disclosure is required by law; or

ii. The Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been the subject of a Breach.

f. Except as otherwise limited in this Agreement, Business Associate may use and disclose PHI obtained from or on behalf of the CPD to perform functions, activities, or services for, or on behalf of, the CPD as specified in the Agreement, provided that such use or disclosure would not violate HIPAA if done by the CPD.

5. <u>Minimum Necessary</u>. Business Associate shall use, disclose, or request only the minimum necessary PHI necessary to accomplish the intended purpose of the use, disclosure, or request. Business Associate represents that the PHI used, disclosed, or requested by Business Associate is the minimum necessary to carry out purposes of the Agreement. Prior to any use or disclosure, Business Associate shall determine whether a limited data set would be sufficient for these purposes.

6. <u>Safeguards of PHI</u>. Business Associate must use appropriate safeguards with respect to PHI that it creates, receives, maintains, or transmits on behalf of the CPD to prevent the use or disclosure of PHI other than as provided for in this Agreement. The safeguards must reasonably protect PHI from any intentional or unintentional use or disclosure in violation of HIPAA privacy regulations (45 CFR Part 164, subpart E) and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. The safeguards must also reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that Business Associate creates, receives, maintains, or transmits on the CPD's behalf as required by the HIPAA security regulations (45 CFR Part 164, subpart C). Where applicable, Business Associate must comply with the HIPAA security regulations (45 CFR Part 164, subpart C) with respect to electronic protected health information, to prevent the use or disclosure other than as provided for by this Agreement. Where feasible, PHI will not leave the CPD's facilities and will be accessed under the supervision of CPD employees.

7. <u>Applicability of Business Associate Agreement to Subcontractors and Agents.</u> Business Associate must ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information, by entering into a contract or other arrangement that complies with HIPAA. An agent or subcontractor of a Business Associate is not permitted to use or disclose PHI in a manner that would not be permissible if done by the Business Associate. Business Associate will ensure that its subcontractors and agents to which Business Associate or in writing by the CPD to disclose PHI agree to implement reasonable and appropriate safeguards to protect PHI. Business Associate will obtain reasonable assurances from any subcontractors and agents to which Business Associate discloses PHI that the subcontractor or agent will hold PHI in confidence and further use or disclose PHI only for the purpose for which Business Associate disclosed PHI to the subcontractor or agent or as Required By Law.

Business Associate will obtain reasonable assurances that any subcontractor or agent to which Business Associate discloses PHI will notify the Business Associate within 5 calendar days (who will, in turn, notify the CPD within 5 calendar days, as described below) of any instance in which the subcontractor or agent becomes aware of a Breach of unsecured PHI; possible Breach of unsecured PHI; any security incident of which it becomes aware, including: any attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI; or any attempted or successful interference with agent or subcontractor's system operations of which agent/subcontractor becomes aware.

Agent/subcontractor is not required to report the following types of unsuccessful security incidents: pings and other broadcast attacks on agent/subcontractor's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.

If a delay is requested by a law enforcement official in accordance with 45 CFR 164.412, agent/subcontractor may delay notification to Business Associate for the time period specified in HIPAA. Agent or subcontractor's report will include the

information described in 45 CFR 164.404(c) and such other information as the Business Associate or the CPD may reasonably request.

8. <u>Reporting of Breaches, Potential Breaches, and Security Incidents.</u> Business Associate must report to the CPD any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware, as well as any Breach of Unsecured PHI; potential Breach of unsecured PHI; any security incident of which it becomes aware; any attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI; or any attempted or successful interference with Business Associate's system operations of which Business Associate becomes aware.

Business Associate will make the report to the CPD's HIPAA Privacy and Security Officers not more than five (5) calendar days after Business Associate discovers such non-permitted use or disclosure, Breach, security incident, or other incident as described above. Business Associate shall provide any reports or notices required by HIPAA as a result of Business Associate's Breach. On behalf of the CPD, Business Associate will provide such reports or notices to any party or entity (including but not limited to media, Secretary, and individuals affected by the Breach) entitled by law to receive the reports or notices. Business Associate agrees to pay the costs associated with notifying individuals affected by the Breach, which may include, but are not limited to, paper, printing, and mailing costs.

Business Associate is not required to report the following types of unsuccessful security incidents: pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.

If a delay is requested by a law enforcement official in accordance with 45 CFR 164.412, Business Associate may delay notifying CPD for the time period specified in HIPAA. Business Associate's report will include the information described in 45 CFR 164.404(c) and such other information as the CPD may reasonably request.

9. <u>Mitigation and Penalties.</u> Business Associate must mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Breach or of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement. Business Associate shall take reasonable steps to put corrective measures in place to prevent future Breaches (such as retraining employees and upgrading security systems). At the CPD's request, Business Associate shall take reasonable steps to mitigate the harm to affected Individuals whose PHI has been or may have been compromised as a result of a Breach by Business Associate, including obtaining credit monitoring services and offering identity theft insurance. To the extent that the CPD incurs civil or criminal monetary penalties as a result of a Breach by the Business Associate agrees to reimburse the CPD for such penalties.

10. <u>Designated Record Sets - Access.</u> If the Business Associate has PHI in a Designated Record Set, then Business Associate must provide access to or otherwise make available, at the request of the CPD, and in the time and manner designated by the CPD, PHI in a Designated Record Set, to the CPD or, as directed by CPD, to an Individual in order to meet the requirements under 45 CFR 164.524.

11. <u>Designated Record Sets – Amendments.</u> If the Business Associate has PHI in a Designated Record Set, then Business Associate must make any amendments to PHI in a Designated Record Set that the CPD directs or agrees to pursuant to 45 CFR 164.526 at the request of CPD or an Individual, and in the time and manner designated by the CPD.

12. <u>Internal Practices, Books, and Records.</u> Business Associate must make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the CPD available to the Secretary for purposes of determining compliance with HIPAA. Business Associate also must make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the CPD available to the CPD in a time and manner designated by the CPD, for purposes of the Secretary determining CPD's compliance with HIPAA.

13. <u>Accounting of Disclosures - Documentation</u>. Business Associate must document the disclosures of PHI and information relating to such disclosures as would be required for CPD to respond to a request by an individual for an accounting of disclosures of PHI in accordance with HIPAA, specifically 45 CFR 164.528.

14. <u>Accounting of Disclosures – Provision of Information.</u> Business Associate must provide to CPD or an individual, in time and manner designated by CPD, information collected which relates to the disclosure of PHI, to permit CPD to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. If the Business

Associate receives a request for accounting of disclosures directly from the individual, the Business Associate must respond to such request for an accounting of disclosures, provide the accounting of disclosures to the individual within the time required by 45 CFR 164.528, and provide the information regarding such request to the CPD, in the time and manner designated by the CPD.

15. <u>Survival, Termination, and Return or Destruction of PHI.</u> Upon termination of this Agreement for any reason, the

Business Associate's obligations under these contractual obligations shall survive termination and remain in effect: (a) until Business Associate has completed the return or destruction (in accordance with HHS guidance for destruction) of all of the PHI provided by CPD to Business Associate, or created or received by Business Associate on behalf of CPD, and

(b) to the extent that Business Associate retains any PHI.

Upon the expiration or termination of the underlying Agreement, if feasible, the Business Associate must either:

(1) return all PHI received from the CPD, or created, maintained, or received by Business Associate on behalf of the CPD, which the Business Associate still maintains in any form, to the CPD or

(2) destroy it, at the CPD's option (in accordance with the US Department of Health and Human Services' Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals).

This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If it is infeasible for Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate shall require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

In the event of a breach of the terms of these contractual obligations, the cure and remedies of the Agreement shall govern. HIPAA's privacy rule (45 CFR § 164.504(e)(2)) requires that the Business Associate will authorize termination of the contract by the CPD, if the CPD determines that the Business Associate has violated a material term of these contractual obligations.

16. <u>Compliance with Obligations</u>. To the extent the Business Associate is to carry out one or more of CPD's obligation(s) under Subpart E of 45 CFR Part 164, the Business Associate must comply with the requirements of Subpart E that apply to the CPD in the performance of such obligation(s). Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the CPD.

17. <u>No Third Party Rights</u>. The terms and conditions of this Agreement are intended for the sole benefit of Business Associate and CPD and do not create any third party rights.

18. <u>Governing Law.</u> To the extent not preempted by federal law, the Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

CHICAGO PARK DISTRICT, AN ILLINOIS MUNICIPAL CORPORATION

NAME OF COMPANY

BY: Name: Title: BY: Name Title:

GENERAL CONDITIONS

RFP

These General Conditions form a part of the contract documents.

DEFINITIONS

All terms are defined in the General or the Compliance Conditions.

Addendum (plural **addenda**) means an addition, correction, deletion, modification, or clarification of or to this specification, issued to prospective submitters prior to the date and time proposals are due.

Awardee means the submitter (or submitters) whose proposal, with or without further negotiation, has been formally accepted for contract by the Board of Commissioners or the General Superintendent of the Park District.

General Superintendent means the General Superintendent of the Chicago Park District. The General Superintendent shall represent and act for the Park District in all matters pertaining to this contract in conjunction therewith. The term General Superintendent shall include any person designated in writing by the General Superintendent to act in his/her stead with respect to this contract and shall also include, with respect to any actions taken prior to the award of this contract, the Director of Purchasing.

Losses means, individually and collectively, liabilities of every kind, including losses, damages, and reasonable costs, payments, and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which in any way arise out of or relate to any act, error, or omission of submitter, submitter's breach of the Agreement, or submitter's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, subcontractors, or licensees.

Proposal means a response submitted pursuant to this Request for Proposal, compliant with all of the requirements of the specification documents.

Submitter means a party or entity that submits a proposal in response to this Request for Proposal.

I. COMPLIANCE WITH ALL LAWS

- A. The awardee(s) shall comply with all applicable laws, ordinances, executive orders and regulations of the federal, state, local and city government, which may in any manner affect the performance of this contract. Further, the awardee, including all of its employees, servants, agents, subcontractors, and concessionaires, shall abide by the "Conduct Prohibited" provisions of the Park District Code, IV, B.
- **B.** To demonstrate compliance with all of the above-mentioned laws, rules, regulations or orders, the awardee and subcontractors will furnish such reports and information as may be required. In the event of the awardee's non-compliance, this contract may be canceled, terminated, or suspended in whole or in part, and the awardee may be declared ineligible for further contracts with the Chicago Park District. Other sanctions may be imposed and remedies invoked as otherwise provided by law.

II. NON-DISCRIMINATION

- A. Awardee shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the awardee shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- **B.** During the performance of this contract, the awardee agrees that it shall not discriminate against any worker, employee or applicant, or any member of the public, on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from

military services, parental status, or sexual orientation. Upon request of the Chicago Park District, the awardee also agrees to submit in writing a plan demonstrating compliance with equal employment opportunity laws and Chicago Park District policy requiring equal employment opportunity to all. Awardee further agrees that this clause will be incorporated by the contractor in all contracts entered into with suppliers of materials or services, subcontractors, and all labor organization furnishing skilled, unskilled and craft union skilled labor, or any other person or organization performing labor or services in connection with this contract.

C. Minority and Women Business Enterprise Participation

- 1. The awardee shall comply with the Compliance Conditions regarding participation by minority- and women-owned business enterprises, which is incorporated into this contract document.
- **2.** During the term of the contract and any extension thereof, the awardee shall complete and submit quarterly MBE/WBE Utilization Reports, as requested to do so by the Park District.
- III. ETHICAL CONDUCT. Any effort to influence any public employee to breach the standards of ethical conduct constitutes a breach of ethical standards. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or in any other solicitation or proposal therefore.

IV. CONFLICTS OF INTEREST

- A. No member of the governing body of the Park District or other unit of government and no other officer, employee, or agent of the Park District or other unit of government who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interest, direct or indirect, in the contract.
- **B.** The submitter covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project to which the contract pertains which would conflict in any manner or degree with the performance of its work hereunder. The submitter further covenants that, in its performance of the contract, no person having any such interest shall be employed.
- V. NON-COLLUSION. Neither the awardee (or each joint venture partner) nor its agents, employees, officers and any subcontractors, has been engaged in or been convicted of collusion activities as defined on the Signature Page submitted with the proposal.
- VI. SELF PERFORMANCE: The contractor shall perform at least 25% of the work of the contract with its own forces.
- VII. **PROHIBITION OF ASSIGNMENT.** The awardee shall not delegate the performance of any obligation hereunder to any third party, or subcontract or assign this contract, in whole or in part, without the prior written consent of the Director of Purchasing of the Chicago Park District. Such consent, if granted, shall not relieve the contractor of any responsibilities under the contract.
- VIII. **PREVAILING WAGE RATES.** The awardee shall pay prevailing wages when applicable. As a condition of making payment to the awardee, the Chicago Park District may request that the awardee submit an affidavit or other evidence to the effect that not less than the prevailing hourly wage rate is being paid to those employed on contracts in accordance with Illinois law.

IX. AWARDEE'S EMPLOYEES

A. The Park District has the right to require the awardee to remove from his workforce assigned to a Park District location any employees deemed incompetent, careless, or otherwise objectionable, or any

personnel whose actions are deemed to be contrary to public interests or inconsistent with the best interests of a facility.

- **B.** Damage and/or pilferage to Park District property and/or its contents by employees of the awardee shall be the awardee's responsibility, and losses shall be the liability of the awardee.
- **C**. Awardee's employees are to be considered the employees of the awardee and not of the Park District; therefore, awardee shall comply with all federal and state tax requirements and government regulations.
- X. INDEMNIFICATION. Awardee must defend, indemnify, keep and hold harmless the Park District, its Commissioners, officers, representatives, agents, volunteers and employees from and against any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorneys' fees, for or on account of any injury to any person or any death at any time resulting from such injury, or any damage to property which may arise or which may be alleged to have arisen out of, or in connection with, the work, goods, and/or services covered by this contract. The obligation to indemnify the Park District shall survive the termination or expiration of this contract.
- XI. WARRANTIES, LAWS, AND REGULATIONS. In addition to the warranties provided by law, submitter hereby expressly represents and warrants the following, when applicable:
 - A. That any goods and/or services to be delivered hereunder shall be in full conformity with all manufacturer and seller express warranties and that the goods and/or services shall be free from defects in material, workmanship, or performance and shall conform to the specifications, drawings, and/or samples. Submitter agrees that this warranty shall survive inspection, acceptance, and payment.
 - **B.** That no article sold and delivered hereunder shall infringe any trademark, trade name, patent, copyright, or application therefore. In the event that any article sold and delivered hereunder shall be covered by any trademark, trade name, patent, copyright, or application therefore, awardee shall indemnify and save harmless the Chicago Park District, its commissioners, officers, employees and agents from any and all loss, cost, or expense on account of any and all claims, suits, or judgments on account of the use or sale of such article in violation of rights under such trademark, trade name, patent, copyright, or application.
 - **C.** That any goods to be delivered hereunder shall be manufactured, sold, and installed in compliance with the provisions of all applicable federal, state, and local laws and regulations.
 - **D.** That any goods to be delivered hereunder shall be free and clear of all liens, claims, or encumbrances of any kind.
 - E. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the Chicago Park District.
- XII. PROTECTION OF WORK, DAMAGES, AND REPAIRS. If applicable, awardee shall be responsible for any financial losses incurred by improper or negligent work performance at a site and shall repair or replace and pay for any replacement or damages to pavement, lawns, landscaping, new and existing structures, material, equipment, fixtures, appliances, and apparatus during the course of work, where such damage is directly due to work under this contract, or where such damage is the result of the neglect or carelessness on the part of the awardee or his employees, or on the part of the awardee's subcontractor or his employees.
- XIII. OWNERSHIP OF DOCUMENTS. If applicable, all drawings, tracings, specifications, reports, test results, models, electronic media, renderings, and all such other documents to be prepared and furnished by the awardee, including copyrights, are and shall become and remain the sole property of the Park District, whether the project for which they are made is executed or not. The Park District shall have the right to use such documents on additional projects as the Park District sees fit. If such documents are used on

another project, awardee shall not be responsible for such use and shall not receive additional compensation. Without the prior written consent of the Park District, awardee shall not use any documents prepared or furnished for the project by awardee or the Park District for any use other than its performance under this agreement.

XIV. PRICING AND PRICE ESCALATION

- **A.** Pricing will be firm for the initial contract period.
- **B.** After an extension option has been utilized, requests for increases in prices may be submitted in writing to the Director of Purchasing. Requests must be based on and include documentation of increases in the awardee's cost that are due to (1) direct labor increases, (2) consumer price inflation index increases for appropriate supply items, or (3) if the actual usage levels of the supplies vary substantially from the given usage estimates. Such increase costs must not represent an increase for profits or other overhead. No more than one price increase will be considered during any consecutive twelve-month period. No tied increases should exceed the maximum amounts according to the Producers Index or the Consumer Price Index.
- **C.** If the Director of Purchasing approves price increases, both the Park District and the awardee must sign a properly executed contract modification reflecting the price changes and the date on which such changes are effective. Original prices shall remain in effect until such a contract modification has been fully executed.
- **D.** The Park District reserves the right to reject any proposed price increase and to terminate without cost the future performance of this contract.
- **XV. PURCHASE ORDERS.** A valid order exists only when a written purchase order has been issued and the following two conditions have been met:
 - A. A typed purchase order number appears in the designated space on the purchase order.
 - **B**. The signature of the General Superintendent or the Director of Purchasing (or designee) appears in the designated space on the purchase order.
- XVI. INVOICES. The awardee shall submit itemized original invoices in triplicate to the Comptroller's Office, Chicago Park District, 541 North Fairbanks Court, 6th Floor, Chicago, Illinois 60611. All invoices must include the specification number, purchase order number, delivery location, description of goods, materials and/or services, quantity, unit price, extended price and invoice total. Invoices submitted without the above information shall be returned to the awardee for correction.
- XVII. TAXES. As a municipal body, the Chicago Park District is not subject to Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax, or Municipal Retailer's Occupation Tax. The Illinois Department of Revenue tax exemption number for the Chicago Park District is E-998-0363-02. Upon request, the Comptroller's Office of the Park District will provide a Federal Excise Tax Exemption Certificate. The prices quoted herein shall include all other federal and/or state taxes that apply, direct and/or indirect.
- XVIII. PAYMENT. Unless specified otherwise in the contract, the awardee will be paid monthly, beginning thirty (30) days after receipt of invoice. Subsequent payments will be made in the same manner each month in succession for the remaining term of the contract. An audit to reconcile shortage or overpayment will be done at the end of the twelve-month cycle, at which time, if necessary, adjustments will be made for the remaining length of the contract. Any additional costs incurred by the vendor, such as service calls, will be paid on a monthly basis as they arise. Payments shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act" (50 ILCS 505/I et seq.).
- XIX. MODIFICATIONS, SUBSTITUTIONS, AND AMENDMENTS. The Chicago Park District may from time to time request changes in the scope of services to be performed under this contract, or it may become necessary to substitute one item for another. Such changes, including any increase or decrease in the

amount of the awardee's compensation, which are mutually agreed upon by and between the Park District and the awardee, shall be incorporated in written amendments to the contract. No changes, amendments, modifications, substitutions, cancellation or discharge of the proposed contract, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors.

- XX. DISPUTES. In the event any questions or disputes as to the meaning or requirements of anything in this contract arise, the matter shall at once be referred for consideration and decision to the General Superintendent of the Park District, who shall reduce his/her decision to writing and who shall mail or otherwise furnish a copy to the awardee(s). The decision of the General Superintendent shall be final and binding.
- XXI. DEFAULT. Time is of the essence of the contract, and if the rendering of services or the delivery of acceptable items is not completed by the time promised, the Chicago Park District reserves the right, without liability, and in addition to its other rights and remedies, to terminate the contract by notice, effective when received by the awardee, as to stated items not yet shipped or services not yet rendered, and to secure substitute materials and/or services from any other available source. The awardee shall be liable to and promptly reimburse the Chicago Park District for any difference in price, over and above the contract price, incurred by the Park District in purchasing substitute materials and/or services, from the time of non-performance to the contract expiration date. In addition to the difference in price, the awardee shall promptly reimburse the Park District for expenses in securing alternative goods, materials or services due to the awardee's failure to meet its obligations, and for all attorney's fees and court costs incurred to seek or enforce collection of said difference, costs, fees, and expenses, or any other amounts due the Park District reserves the right to hold back any monies due the awardee at the time of the awardee's inability or failure to perform, and to deduct from these funds any said difference, costs, fees and expenses.

XXII. TERMINATION

- A. Termination for Convenience: The Chicago Park District reserves the right to terminate a contract in whole or in part, without showing cause, upon giving written notice to the awardee. The Park District shall only pay for the goods delivered and accepted and/or services performed prior to the date of termination at the related contract unit prices. The awardee will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
- B. Termination for Cause: Failure on the part of the awardee to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Chicago Park District shall have against the awardee all remedies provided by law and equity. The Park District shall have the option of paying for services performed and/or goods delivered and accepted by the Park District that are in compliance with the requirements of the contract documents prior to the date of termination, or the Park District may return the unused or unconsumed goods to the awardee without obligation for payment thereof or for any shipping costs associated therewith.
- XXIII. AUDITS. The Park District reserves the right to conduct an audit, at the Park District's expense, for a period of two (2) years after the expiration of the term of the contract. The awardee shall make all records related to the Park District activities available for audit during regular business hours.
- XXIV. NON-APPROPRIATION OF FUNDS. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period, the Park District will notify the awardee of such occurrence.
- **XXV. SEPARATE CONTRACTS AND COOPERATIONS.** The Park District reserves the right to obtain other contracts or to employ its own forces to do work adjacent to or immediately connected with services performed under this contract. Awardee shall cooperate with all other contractors and workmen employed by the Park District in such manner and to such extent as to facilitate the completion of all Park District contracts.

- **XXVI. OTHER SUPPLIERS.** It shall be understood and become a condition of the contract that the Chicago Park District reserves the right to secure services from other suppliers when necessary.
- XXVII. CHANGE OF ADDRESS OR BUSINESS INFORMATION. The Director of Purchasing must be notified immediately of any change of address of the awardee, or change in name and/or ownership, or of any change in the awardee's business organization as described in the Economic Disclosure Statement submitted with the proposal.

End of General Conditions

Cook County Pension Fund Agency Exhibit

Cook County Pension Fund Pharmacy Plan Design 2018

CVS Caremark Plan for Non-Medicare Retirees

Prescription Copays	30 day supply at retail pharmacy	90 day supply at CVS or Caremark Mail Order
Generic	\$10	\$20
Preferred Brand	\$35	\$65
Non-preferred Brand	\$50	\$100

SilverScript for Medicare Retirees

Prescription Copays	30 day supply at retail pharmacy90 day supply at CVS or Caremark Mail Order		90 day supply at Non CVS Pharmacy	
Generic	\$10	\$20	\$30	
Preferred Brand	\$35	\$65	\$105	
Non Preferred Brand	\$50	\$100	\$150	

ETHICS POLICY

WHEREAS, the Trustees elected or appointed to serve as members of the Retirement Board (the "Board") of the County Employees' and Officers' Annuity and Benefit Fund of Cook County and ex officio of the Forest Preserve District Employees' Annuity and Benefit Fund (collectively, the "Fund") desire to enhance and promote the professional management of the Fund in order to ensure that the Fund provides retirement and other benefits to participants and beneficiaries who have served the County of Cook and its citizens; and

WHEREAS, effective April 3, 2009 the General Assembly of Illinois amended the Illinois Pension Code (the "Code") to make certain provisions within the State Officials and Employees Ethics Act, 5 ILCS 430 et seq. ("State Ethics Act"), which established a code of ethical conduct for all state officers, members of the Illinois General Assembly, and state employees, applicable to pension fund and retirement system board members and employees of public pension funds; and

WHEREAS, it is essential to the proper operation of a public pension fund that pension fund board members and employees be independent and impartial, that public office and employment not be used for personal gain, and that the participants and beneficiaries of a public pension fund have full confidence in the integrity and fair and honest administration of such pension fund; and

WHEREAS, the Board Members and certain Employees of the Fund, serve the Fund in a fiduciary capacity, and must act at all times to avoid conflicts of interest, impropriety, or even the appearance of impropriety; and

WHEREAS, a written Ethics Policy will assist Board Members and Employees of the Fund to conform their conduct to the highest acceptable standards and to properly discharge their fiduciary and other duties owed to the Fund and its participants and beneficiaries.

NOW, THEREFORE, BE IT ORDAINED BY THE TRUSTEES OF THE RETIREMENT BOARD OF THE FUND, THAT THE FOLLOWING STATEMENTS OF POLICY SHALL SERVE AS THE FUND'S CODE OF ETHICAL CONDUCT:

ARTICLE I

DEFINITIONS

The definitions used in this Ethics Policy are limited to this Policy and shall not be binding on the Fund for any other purpose. Whenever used in this Policy, the following terms shall have the following meanings:

- (a) "Board" means the Retirement Board of the Fund.
- (b) "Board Member" means each of the elected and the appointed members of the Board.

- "County" means the County of Cook and all government agencies of the County (c) of Cook.
- (d) "Compensation" means money, thing of value or other pecuniary benefit received or to be received in return for, or as reimbursement for, services rendered or to be rendered.
- "Economic interest" means any direct or indirect interest valued or capable of (e) valuation in monetary terms; provided, however, "economic interest" shall not include (1) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any value of or dividends of such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (2) the authorized compensation paid to a Board Member or Employee for his office or employment; (3) any economic benefit provided equally to all residents of the County; (4) a time or demand deposit in a financial institution; (5) an endowment or insurance policy or annuity contract purchased from an insurance company; (6) any accrued pension rights in the County Fund; or (7) with respect to a mutual fund, the individual securities of other instruments owned by the mutual fund.
- (f) "Employee" means an individual employed by the Fund whether part-time or full-time or by a contract of employment, excluding any third party vendors of the Fund or any appointed or elected Board Member of the Fund.
- (g) "Ethics Officer" means the legal counsel for the Fund designated as being the Fund's "Ethics Officer".
- "Fund" means the County Employees' and Officers' Annuity and Benefit Fund (h) of Cook County and ex officio of the Forest Preserve District Employees' Annuity and Benefit Fund.
- **(i)** "Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to Fund employment or the official position of a Board Member or Employee of the Fund; provided, however, Gift shall not be deemed to include reimbursement from the Fund of travel or educational expenses relating to Fund business.
- "Party in interest" means (1) any person that is a fiduciary, counsel or (i) Employee of the Fund or a relative of such person; (2) any person that provides services to the Fund or a relative of such person; (3) an employer, any of whose employees are covered by the Fund; (4) an employee organization, any members of which are covered by the Fund; and (5) an Employee, officer or director of the Fund or of a person described under items (2), (3) or (4) above.

- (k) "Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.
- (I) "Prohibited source" means any person or entity who:
 - (1) is seeking official action (A) by the Board; (B) by the Board Member; or (C) by the Employee;
 - (2) does business or seeks to do business (A) with the Board or (B) with a Board Member;
 - (3) has interests that may be substantially affected by the performance or non performance of the official duties of the Board Member; or
 - (4) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its members or serves on its board of directors.
- (m) "State" means the State of Illinois.
- (n) "State Ethics Act" means the State Officials and Employees Ethics Act, 5 ILCS 430/1, as amended from time to time.
- (o) "Statement" means the statement of economic interest form required to be filed by the Illinois Governmental Ethics Act, 5 ILCS 420/4A-101 et seq., as amended from time to time.

ARTICLE II

2.1 Fiduciary Duty

Board Members and Employees, who exercise discretionary authority or responsibility with respect to the management of the Fund or the management or operation of its assets, shall at all times in the performance of their public duties owe a fiduciary duty to the Fund and its participants and beneficiaries.

2.2 Offering, Receiving and Soliciting Gifts and Favors

(a) No Board Member or Employee shall intentionally solicit or accept any Gift from any Prohibited Source or in violation of any federal or state statute, rule or

regulation. This prohibition applies to the spouse, domestic partner and immediate family members living with the Board Member or Employee.

- (b) No Prohibited Source shall give or offer to give to any Board Member or Employee or to the spouse, domestic partner or immediate family member living with a Board Member or Employee anything of value, including, but not limited to, a Gift, favor or promise of future employment, based upon any mutual understanding, either explicit or implicit, that the votes, Board Member actions, decisions or judgments of any Board Member or Employee, concerning the business of the Fund would be influenced thereby.
- (c) Nothing in this Policy shall prohibit any Board Member or Employee, or spouse, domestic partner or immediate family member living with a Board Member or Employee from accepting a Gift on the Fund's behalf; provided, however, the person accepting the Gift shall promptly report receipt of the Gift to the Board and to the Fund's Ethics Officer, who shall add it to the inventory of Fund property.
- (d) The restrictions in Subsections (a) and (b) above do not apply to the following:
 - (1) Opportunities, benefits, and services available on the same conditions as for the general public.
 - (2) Anything for which the Board Member or Employee or his or her spouse, domestic partner or immediate family member living with him or her pays the market value.
 - (3) Any (i) contribution that is lawfully made under the Election Code or under the State Ethics Act or (ii) activities associated with a fundraising event in support of a political organization or a candidate for any elective office.
 - (4) Educational materials.
 - (5) A Gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great uncle, great aunt, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.
 - (6) Anything provided by an individual on the basis of a personal friendship unless the Board Member or Employee has reason to believe that, under the circumstances, the Gift was provided because of the official position or employment of the Board Member or Employee and not because of the personal friendship.

In determining whether a Gift is provided on the basis of personal friendship, the Board Member or Employee shall consider the circumstances under which the Gift was offered, such as:

- (i) the history of the relationship between the individual giving the Gift and the recipient of the gift, including any previous exchange of Gifts between those individuals;
- (ii) whether to the actual knowledge of the Board Member or Employee the individual who gave the gift personally paid for the Gift or sought a tax deduction or business reimbursement for the Gift; and
- (iii) whether to the actual knowledge of the Board Member or Employee the individual who gave the Gift also at the same time gave the same or similar Gifts to other Board Members or employees or their spouses, domestic partners or immediate family members living with them.
- Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For purposes of this subsection, "catered" means food or refreshments that are purchased ready to eat and delivered by any means.
 - (8) Food, refreshments, lodging, transportation, and other benefits resulting from the outside business or employment activities (or outside activities that are not connected to the duties of the Board Member or Employee as an office holder or employee) of the Board Member or Employee, or the spouse of the Board Member or Employee, if the benefits have not been offered or enhanced because of the position or employment of the Board Member or Employee, and are customarily provided to others in similar circumstances.
 - (9) Intra-governmental and inter-governmental gifts. For the purpose of this Policy, "intra-governmental gift" means any Gift given to a Board Member or Employee of the Fund from another Board Member or Employee of the Fund; and "inter-governmental gift" means any gift given to a Board Member or Employee of the Fund by a Board Member or employee of another County agency or department, of a State of Illinois agency, of a federal agency, or of any governmental entity.
 - (10) Bequests, inheritances, and other transfers at death.
- (11) Any item or items from any one Prohibited Source during any calendar year having a cumulative total value of less than \$100.

Each of the exceptions listed in this subsection (d) is mutually exclusive and independent of one another.

(e) A Board Member or Employee does not violate this Policy if the Board Member or Employee promptly takes reasonable action to return the prohibited Gift to its source or gives the Gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

2.3 Fund Owned Property

No Board Member or Employee shall engage in or permit the unauthorized use of Fundowned or Fund-leased property, Fund-owned and Fund-leased property shall only be used for official Fund business.

2.4 Use or Disclosure of Confidential Information

No Board Member or Employee shall use or disclose, other than (i) in the performance of his or her official duties as a Board Member or Employee; (ii) as may be required by law; or (iii) as permitted by this Policy or by resolution of the Board, confidential information gained in the course of or by reason of his or her position or employment with the Fund. For purposes of this Section, "confidential information" means any information that may not be obtained pursuant to the Illinois Freedom of Information Act, as amended from time to time.

2.5 <u>Conflicts of Interest</u>

- (a) No Board Member or Employee shall make, or participate in making, any Fund decision with respect to any matter in which the Board Member or Employee, or the spouse or domestic partner of the Board Member or Employee, has any economic interest distinguishable from that of the general public.
- (b) Any Employee who has a conflict of interest as described by subsection (a) above shall advise his or her supervisor of the conflict or potential conflict. The immediate supervisor shall either:
 - (1) assign the matter to another Employee; or
 - (2) require the Employee to eliminate the economic interest giving rise to the conflict and only thereafter shall the Employee continue to participate in the matter.
- (c) Any Board Member who has a conflict of interest as described by subsection (a) above shall disclose the existence of the conflict of interest on the record and should consider the possibility of abstaining from official action in relation to the matter. In making the decision as to abstention, the following factors should be considered:

- (1)whether a substantial threat to the Board Member's independence of judgment has been created by the conflict situation;
- (2) the effect of participation on public confidence in the integrity of the Board's decision;
- (3) whether participation is likely to have any significant effect on the disposition of the matter;
- the need for the Board Member's contribution, such as special (4) knowledge of the subject matter, to the effective functioning of the Fund.

2.6 **Representation of Other Persons**

No Board Member or Employee may represent, or have an economic interest in the representation of, any person in a formal or informal proceeding or transaction before the Fund in which the Board's or Employee's action or non-action is of a non-ministerial nature.

2.7 **Post Employment Restrictions**

For a period of one year from and after the expiration or other termination of a his or her term of office as a member of the Board or as an Employee, no former Board Member or Employee shall assist or represent any person in any business or adversarial transaction involving the Fund, if the Board Member or Employee participated personally and substantially in the consideration of or implementation of that transaction during his or her term of office or employment.

2.8 **Ethics Training**

Pursuant to the Illinois Pension Code, 40 ILCS 5 et seq. (the "Code"), all Board Members must attend ethics training of at least eight (8) hours per year. The training required includes training on ethics, fiduciary duty, and investment issues and any other curriculum that the Board establishes as being important for the administration of the Fund. The Board must annually certify its Board Members' compliance with the Code's ethics training requirements.

2.9

No Monetary Gain on Investments

No Board Member or Employee of the Fund, nor any spouse of such Board Member or Employee, shall knowingly have any direct interest in the income, gains, or profits of any investments made on behalf of the Fund, nor receive any pay or emolument for services in connection with any investment. No Board Member or Employee shall become an endorser or surety, or in any manner an obligor for money loaned or

borrowed from the any retirement system or pension fund or the Illinois State Board of Investment. For the purposes of this Section 2.9, an annuity otherwise provided in accordance with the Code or any income, gains, or profits related to any noncontrolling interest in any public securities, mutual fund, or other passive investment is not considered monetary gain on investments.

Pursuant to the Code, a violation of this Section 2.9 shall be a Class 3 felony.

2.10 Prohibited Transactions

- (a) A fiduciary of the Fund shall not cause the Fund to engage in a transaction if he or she knows or should know that such transaction constitutes a direct or indirect:
 - (1) Sale or exchange, or leasing of any property from the Fund to a party in interest for less than adequate consideration, or from a party in interest to the Fund for more than adequate consideration.
 - (2) Lending of money or other extension of credit from the Fund to a party in interest without the receipt of adequate security and a reasonable rate of interest, or from a party in interest to the Fund with the provision of excessive security or an unreasonably high rate of interest.
 - (3) Furnishing of goods, services or facilities from the Fund to a party in interest for less than adequate consideration, or from a party in interest to the Fund for more than adequate consideration.
 - (4) Transfer to, or use by or for the benefit of, a party in interest of any assets of the Fund for less than adequate consideration.
- (b) A fiduciary of the Fund shall not:
 - (1) Deal with the assets of the Fund in his own interest or for his own account;
 - (2) In his individual capacity or any other capacity act in any transaction involving the Fund on behalf of a party whose interests are adverse to the interests of the Fund or the interests of its participants or beneficiaries; or
 - (3) Receive any consideration for his own personal account from any party dealing with the Fund in connection with a transaction involving the assets of the Fund.
- (c) Nothing in this Section 2.10 shall be construed to prohibit any Board Member from:
 - (1) Receiving any benefit to which he may be entitled as a participant or beneficiary in the Fund.

- (2) Receiving any reimbursement of expenses properly and actually incurred in the performance of his duties with the Fund.
- (3) Serving as a Board Member in addition to being an officer, employee, agent or other representative of a party in interest.
- (d) A fiduciary of the Fund shall not knowingly cause or advise the Fund to engage in an investment transaction when the fiduciary (1) has any direct interest in the income, gains, or profits of the investment adviser through which the investment transaction is made or (2) has a business relationship with the investment adviser that would result in a pecuniary benefit to the fiduciary as a result of the investment transaction. Violation of this subsection (d) is a Class 4 felony.
- (e) A Board Member, Employee or consultant with respect to the Fund shall not knowingly cause or advise the Fund to engage in an investment transaction with an investment adviser when the Board Member, Employee or consultant, or their spouse (i) has any direct interest in the income, gains, or profits of the investment adviser through which the investment transaction is made or (ii) has a relationship with that investment advisor that would result in a pecuniary benefit to the Board Member, Employee or consultant or spouse of such Board Member, Employee or consultant as a result of the investment transaction. For purposes of this subsection (e), a consultant include an employee or agent of a consulting firm who has greater than 7.5% ownership of that consulting firm. Violation of this subsection (e) is a Class 4 Felony.

2.11 Compliance with SEC Rule 206 (4)-5

Any party providing investment advisory services to the Fund shall be required to comply with the requirements of Rule 206(4)-5 of the Securities and Exchange Commission ("Rule") and shall adopt such policies and procedures designed to prevent violations of the Rule. If a violation of the Rule is established, the Board will take such action as required by the Rule to ensure that the investment adviser not receive compensation from the Fund for a two year period after a triggering contribution under the Rule has been made.

ARTICLE III FINANCIAL DISCLOSURE

On or before May 1 of each year, Board Members shall file verified written statements of economic interests as required by the Illinois Governmental Ethics Act, 5 ILCS 420/4A-101 et seq., as amended. All statements shall be available in electronic form for examination and duplication by the Board upon request.

ARTICLE IV

ETHICS OFFICER

Legal counsel for the Fund shall be designated as the Fund's Ethics Officer for the purposes of this Policy. The duties of the Ethics Officer include (i) reviewing statements of economic interest and disclosure forms of Board Members upon request and (ii) providing requested guidance to Board Members and Employees in the interpretation and implementation of this Policy; *provided, however*, that compliance with this Policy remains the individual responsibility of each Board Member and Employee. If uncertainty exists as to the proper procedure(s) to be followed in connection with this Policy, Board Members and Employees are encouraged to consult with the Fund's Ethics Officer.

Further, Board Members and Employees are hereby advised that the Ethics Officer represents the Fund and not the individual Board Members and Employees. As such, any guidance or advice provided to an individual by the Ethics Officer pursuant to this Policy is not given to him or her personally, but instead is given because of the position or employment of the particular Board Member or Employee with the Fund.

ARTICLE V PENALTIES FOR VIOLATION

5.1 Sanctions

Any Employee found to have violated any provision of this Policy, or to have knowingly furnished false or misleading information in any investigation, hearing or inquiry held pursuant to this Policy, shall be subject to employment sanctions, including discharge. The provisions of this Policy shall not limit the power of officials to otherwise discipline Employees. Any Board Member who intentionally files a false or misleading Statement of Economic Interests, or knowingly fails to disclose a conflict of interest as described in this Policy, or otherwise knowingly violates any fiduciary duty, may be subject to equitable or remedial relief in accordance with the applicable provisions of the Code.

5.2 Validity of Contracts

All Fund contracts entered into after the effective date of this Policy shall include a provision requiring compliance with this Policy. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Policy shall be voidable as to the Fund.

5.3 Other Remedies

Nothing in this Policy shall preclude the Fund from maintaining an action for an accounting for any pecuniary benefit received by any person in violation of this Policy or other law, or to recover damages for violation of this Policy.

Approved and adopted October 6, 2010.

Exhibit - Cook County Pension Fund Page 000014





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Pharmacy Benefit Coverage for City Colleges of Chicago

City Colleges of Chicago offers pharmacy benefits through fully-insured HMO plans through BCBS Blue Advantage HMO and BCBS HMO Illinois. Pharmacy benefits are also extended through self-insured PPO Plans though a carve out arrangement with CVS/Caremark. Coverage is extended to Active, COBRA, Medicare and Non-Medicare-eligible Retirees. The current benefit levels are listed below:

Administrators, Non-Bargained For and Local 1708

Benefit Level	HMO BlueAdvantage	PPO Plan In-Network	PPO Plan Out-of- Network
Retail			
Generic Copay	\$20	\$10	75% of network rate minus \$10 copay
Brand Formulary Copay	\$30	\$20	75% of network rate minus \$20 copay
Brand Non-Formulary	\$45*	\$40	75% of network rate minus \$40 copay
Mail Order			
Generic Copay	\$40	\$20	75% of network rate minus \$20 copay
Brand Formulary Copay	\$60	\$40	75% of network rate minus \$40 copay
Brand Non-Formulary	\$90*	\$80	75% of network rate minus \$80 copay

* If a non-formulary drug is chosen when a generic is available, participants must pay the difference in cost.

Local 1600 Faculty and Professionals and IEA-NEA

Benefit Level	HMO BlueAdvantage	HMO Illinois	PPO Plan In- Network	PPO Plan Out-of- Network	
	Retail				
Generic Copay	\$20	\$10	\$10	75% of network rate minus \$10 copay	
Brand Formulary Copay	\$30	\$20	\$20	75% of network rate minus \$20 copay	
Brand Non- Formulary	\$45*	\$40	\$40	75% of network rate minus \$40 copay	
Mail Order					
Generic Copay	\$40	\$20	\$20	75% of network rate minus \$20 copay	
Brand Formulary Copay	\$60	\$40	\$40	75% of network rate minus \$40 copay	
Brand Non- Formulary	\$90*	\$80	\$80	75% of network rate minus \$80 copay	

City Colleges of Chicago is subject to collectively bargaining contracts with Cook County Teachers Union, Local 1600 Faculty and Training Specialists/Professionals, College Clerical and Technical Personnel Local 1708, IEA-NEA (CCCLOC), Adult Educators/Coordinators Local 3506. Part-time employees are limited to CCC HMO plans.

Prescription Drug and Wellness Information



Understanding Your Generic Drugs

Generics Deliver:

Safety

Generic drugs are safe. Brand-name and generic drugs sold in the United States are approved and regulated by the U.S. Food and Drug Administration (FDA). The standards are the same. That's safety you can count on.

Quality

Generic drugs work the same way. When the FDA approves a generic drug, this means the generic drug is the same as its brand-name counterpart in dosage, performance, safety, strength, quality and usage.

Savings

Generic drugs cost less. When the patent expires on a brand-name drug, other companies may begin making and selling the drug as a generic. Generic manufacturers don't have to pay for the costly research and marketing that was done for the brand-name product. Lower prices mean more savings for you.

-





It's a fact — generic drugs work in the same way as brand-name drugs. Don't believe the myths. The proof is in the facts:

MYTH:

Generic drugs are not as safe as brand-name drugs.

FACT:

The FDA requires that all drugs be safe and effective. Generics use the same active ingredients and work the same way in the body. This means generic drugs have the same risks and benefits as their brand-name counterparts.

MYTH:

Generic drugs are not as strong as brand-name drugs.

FACT:

The FDA requires generics to have the same quality and strength. Generic drugs work in the same way and in the same amount of time as brand-name drugs.

MYTH:

Generic drugs are likely to cause more side effects than brand-name drugs.

FACT:

There is no evidence that generic drugs cause more side effects. The FDA monitors reports of adverse drug reactions and has found no difference in the rates between generic and brand-name drugs.

MYTH:

My doctor or pharmacy wants me to take generic drugs just to save money.

FACT:

Your doctor and pharmacist want you to take drugs that are safe, effective and affordable. In most cases, generics are the best option when you compare price and quality.

MYTH:

Brand-name drugs are made in modern manufacturing facilities and generic drugs are often made in substandard facilities.

FACT:

The FDA won't permit drugs to be made in substandard facilities. All generic manufacturing, packaging and testing sites must pass the same quality standards as those of brand-name drugs. The FDA conducts about 3,500 inspections a year to ensure standards are met.

Q&A: Prescription Drug List

What is a prescription drug list?

Your prescription drug benefit plan is based on the Blue Cross and Blue Shield of Illinois (BCBSIL) drug list. It is a regularly updated list of drugs selected based on the recommendations of a committee of individuals from throughout the country who hold a medical or pharmacy degree. U.S. Food and Drug Administration (FDA)-approved drugs are chosen based on their safety, cost and how well they work. The Enhanced Drug List (formerly known as Generics Plus) is a smaller version of the Basic Drug List (formerly known as Standard). It includes mostly generic and select preferred brand drugs. The Performance Drug List and the Performance Select Drug List show all covered drugs. Drugs that are not shown on these lists are not covered. Major drug classes are covered on all drug lists.

Why should I use the drug list?

Your copayment/coinsurance amount for covered preferred brand drugs is usually lower than for nonpreferred brand drugs. If your benefits are based on the Basic or Enhanced Drug List, most medicines may be covered that are not on the drug list, but you may pay more out of pocket. If your benefits are based on the Performance or Performance Select Drug List, medicines that are not on these drug lists will not be covered. You will need to pay for the full cost of the medicine. The drug list is a reference for your doctor when prescribing medicines. But it is solely up to you and your doctor to decide the medicine that is best for you.

What are the advantages of using generic drugs?

Generics are recognized as safe and effective medicines. Generics often cost less than a brand drug. A generic can usually be substituted for a brand drug if it has the same active ingredients, the same strength and dosage form and produces the same results. Talk to your doctor or pharmacist to find out if a generic drug is available and right for you.

How do I know if a drug is on the drug list and what my cost will be?

The other side of this flier lists some commonly prescribed generic and preferred brand drugs. If a drug you are looking for is not on the list, search the drug list at **bcbsil.com** or call the Pharmacy Program number on the back of your ID card.

Your prescription drug benefit plan and whether the drug is on the drug list will determine the amount you may pay out of pocket. To find out what you will pay, visit **bcbsil.com** or call the Pharmacy Program number on the back of your ID card.

What are dispensing limits?

Based on FDA-approved dosage regimens and manufacturer's research, certain drugs have dispensing limits. This means that these drugs have a limit on how much medicine can be filled per prescription or in a given time span. For example, coverage for the osteoporosis drug Actonel® (risedronate) is limited to 30 tablets per 30 days because the FDA-approved labeling states that the recommended dose is one 5 mg oral tablet taken daily.

What if I have questions?

Call the Pharmacy Program number on the back of your ID card, 24 hours a day, 7 days a week, or visit **bcbsil.com**.
July 2017 Commonly Prescribed Drugs

This list is a sample of commonly prescribed generic and preferred brand drugs. Refer to the BCBSIL prescription drug lists at **bcbsil.com** for a more comprehensive and up-to-date list. The online drug list (Basic Drug List, Enhanced Drug List, Performance Drug List, Performance Select Drug List) is updated quarterly. The drug list may contain medications not covered under your prescription drug benefit plan. In addition, prescription versions of over-the-counter (OTC) medications may not be covered based on your prescription drug benefit plan. If you have questions about your prescription drug benefit, call the Pharmacy Program number on the back of your ID card.

ANTIHYPERTENSIVES

Angiotensin Converting Enzyme (ACE) Inhibitors and Combinations benazepril benazepril/hydrochlorothiazide captopril enalapril enalapril/hydrochlorothiazide fosinopril fosinopril/hydrochlorothiazide lisinopril lisinopril/hydrochlorothiazide moexipril moexipril/hydrochlorothiazide perindopril quinapril quinapril/hydrochlorothiazide ramipril trandolapril

Angiotensin II Receptor Antagonist (ARBs) and Combinations

candesartan candesartan/hydrochlorothiazide irbesartan irbesartan/hydrochlorothiazide losartan losartan/hydrochlorothiazide telmisartan telmisartan/hydrochlorothiazide valsartan/hydrochlorothiazide

Beta Blockers and Combinations acebutolol

atenolol atenolol/chlorthalidone bisoprolol bisoprolol/hydrochlorothiazide carvedilol labetolol metoprolol succinate ext-release metroprolol/hydrochlorothiazide metoprolol tartrate nadolol pindolol propranolol ext-release propranolol tabs

Calcium Channel Blockers and Combinations

amlodipine amlodipine/benazepril amlodipine/valsartan diltiazem diltiazem ext-release felodipine ext-release nifedipine ext-release verapamil 40 mg, 80 mg, 120 mg verapamil ext-release

ASTHMA / COPD

albuterol, 0.63 mg/3mL, 1.25 mg/3mL albuterol inhal soln, 0.083%, 0.5% albuterol syrup, tabs ANORA ELLIPTA ARNUITY ELLIPTA **BREO ELLIPTA** budesonide DULERA FLOVENT DISKUS FLOVENT HFA **INCRUSE ELLIPTA** ipratropium inhal soln ipratropium/albuterol levalbuterol montelukast PROAIR HFA PROAIR RESPICLICK QVAR SEREVENT DISKUS SPIRIVA HANDIHALER SPIRIVA RESPIMAT STIOLTO RESPIMAT STRIVERDI RESPIMAT SYMBICORT terbutaline theophylline ext-release VENTOLIN HFA zafirlukast

CHOLESTEROL

atorvastatin cholestyramine choline fenofibrate delayed-release colestipol ezetimibe fenofibrate micronized fenofibric acid delayed-release gemfibrozil lovastatin niacin ext-release pravastatin rosuvastatin simvastatin

DEPRESSION

amitriptyline bupropion bupropion ext-release citalopram clomipramine desipramine doxepin duloxetine delayed-release escitalopram fluoxetine fluvoxamine imipramine mirtazapine nortriptyline caps paroxetine paroxetine ext-release phenelzine sertraline tranylcypromine trazodone venlafaxine venlafaxine ext-release caps venlafaxine ext-release tabs, 37.5 mg, 75 mg, 150 mg DIABETES acarbose BAYER /ASCENCIA TEST STRIPS glimepiride glipizide glipizide ext-release glipizide/metformin **GLUCAGON EMERGENCY KIT** glyburide glyburide/metformin glyburide, micronized INVOKAMET INVOKAMET XR INVOKANA JARDIANCE LANTUS LEVEMIR metformin metformin ext-release nateglinide NOVOLIN 70/30 NOVOLIN N NOVOLIN R NOVOLOG NOVOLOG MIX 70/30

pioglitazone/metformin repaglinide TOUJEO SOLOSTAR TRESIBA FLEXTOUCH VICTOZA

pioglitazone

HMO 90-Day Supply Prescription Drug Program

The 90-day supply benefit program can save you both time and money. With this program, you can get up to a 90-day supply of long-term (or maintenance) medicine through a network of contracting extended supply retail and mail service pharmacies. Your particular benefit plan and medicine will determine the amount you pay.

Visit **bcbsil.com** to find a contracting extended-supply retail or mail service pharmacy convenient for you. Log into Blue Access for MembersSM and click on the **My Coverage** tab, **Prescription Drugs** on the left and **Prime Therapeutics** in the center. Then select **Find a Pharmacy** on the left.

To Purchase Your Long-Term Medicine at an Extended-Supply Retail Pharmacy

- 1. Ask your doctor for a prescription for a 90-day supply of each of your long-term medicines.
- 2. Take your prescription to a contracting extendedsupply retail pharmacy.



If you have questions about the HMO 90-day supply program, call the pharmacy program number on the back of your ID card.



To Purchase Your Long-Term Medicine Through a Mail Service Pharmacy

- 1. Ask your doctor for a prescription for a 90-day supply of each of your long-term medicines.
- If you need to start your medicine right away, ask for a prescription for a one-month supply to take to a retail pharmacy.
- To print a new prescription order form for the contracting mail service pharmacy you have chosen, log in to bcbsil.com. Select the Forms & Documents tab. Choose Order Form under Form Type and Prescription Drug under Form SubType. Select and download the form you need.
- 4. Mail your prescription, completed order form and payment to the mail service pharmacy. Or, call the contracting mail service pharmacy you have chosen.
- Medicines take about 10 business days to deliver after the mail service pharmacy receives and verifies your order.

Or, you can ask your doctor to fax or e-prescribe your order to the mail service pharmacy. Be sure you have completed a new prescription order form to avoid a delay in processing your order.

The relationship between Blue Cross and Blue Shield of Illinois (BCBSIL) and contracting pharmacies is that of independent contractors, contracted through a related company, Prime Therapeutics LLC. Prime Therapeutics also administers the pharmacy benefit program. BCBSIL, as well as several other independent Blue Cross and Blue Shield Plans, has an ownership interest in Prime Therapeutics.

PrimeMail[®] Delivers

PrimeMail, the mail-service pharmacy trusted by your health plan, delivers your long-term (or maintenance) medicines right where you want them. No driving to the pharmacy. No waiting in line for your prescriptions to be filled.

Savings

 PrimeMail delivers up to a 90-day supply of long-term medicines. This can reduce what you pay out-of-pocket, and includes free standard shipping.

Convenience

- Prescriptions are delivered to the address of your choice, within the U.S.
- You can order from the comfort of your home either online, over the phone or through the mail. Or, you can have your doctor fax or e-prescribe your order.
- You can receive up to a 90-day supply of long-term medicine at a time.
- You can ask for refills online or over the phone.
- Plain-labeled packaging protects your privacy.

Service

- You can receive notification by email or phone your choice – when your prescription is received and when your orders are sent.
- Member service agents are available 24/7.
- Licensed, U.S.-based pharmacists are available seven days a week.
- Choose to receive refill reminder notifications by phone or email.
- Standard delivery is included at no additional cost.

Getting Started with PrimeMail

Existing Prescriptions

You can request that PrimeMail contact your doctor to transition your prescription.

- Visit bcbsil.com and log into Blue Access for MembersSM (BAMSM). Click on My Coverage tab, Prescription Drugs on the left and then Prime Therapeutics in the center.
- Select Fill with PrimeMail and follow instructions to transfer your prescription. Or, call PrimeMail at 877-357-7463.
- Medicines take about eight days to deliver after PrimeMail receives approval from your doctor.

New Prescriptions

Mail your prescription or have your doctor fax or e-prescribe.

- Ask your doctor for a prescription for a 90-day supply of each of your long-term medicines. Or, ask your doctor to fax or e-prescribe your order to PrimeMail. If you need to start your medicine right away, request a prescription for a one-month supply to fill at a local retail pharmacy.
- To print a PrimeMail New Prescription Order Form, go to bcbsil.com/member. Log in using your user name and password, and then click the Forms & Documents tab to search for the form. Or, call PrimeMail at 877-357-7463.
- Mail your prescription, completed order form and payment to PrimeMail.
- Medicines take about eight days to deliver after PrimeMail receives and verifies your order.

PrimeMail® Delivers – Continued

Refills Are Easy

Refill dates are shown on each prescription label. You can choose to have PrimeMail remind you by phone or email when a refill is due. Choose the reminder option that best suits you.

Online

Visit **bcbsil.com** to refill a prescription or renew an expired prescription. Log into BAM and click on **My Coverage** tab, **Prescription Drugs** on the left and then **Prime Therapeutics** in the center. Select **Fill with PrimeMail** and follow instructions to refill your prescription.

Over the Phone

Call the PrimeMail automated refill system at 877-357-7463.

Through the Mail

Complete and mail the Refill Prescription Order Form sent with your order. Remember to allow time for your refill order to be received and processed.

Questions?

To learn more, visit bcbsil.com.

PrimeMail is a mail order pharmacy service operated by Prime Therapeutics LLC, a pharmacy benefit management company. Blue Cross and Blue Shield of Illinois (BCBSIL contracts with Prime Therapeutics to privide pharmacy bunefit management and moil-order pharmacy services. BCBSIL, as well as several other independent Blue Cross and Blue Shield Plans, has an ownership interest in Prime Therapeutics.

PrimeMail is a registered trademark of Prime Therapeutics LLC.



PrimeMail will call or email when your prescription is received, when it ships and when it is due for a refill.



PrimeMail by Wagneeus Mail Service	Mail Service Registration & Prescripti ervice	cription Order Form	www.bcbsil.com		
Prescription Drug Plan: Blue Use this for	Prescription Drug Plan: Blue Cross and Blue Shield of Illinois Use this form to register/submit vour first prescription order.		You can also register at Wafgreens.com/PrimeMail. D0 NOT staple. tape or paperchip anything to this form.	aperclin anything to this form.	
Please p	Please print clearly using only BLACK INK and UPPERCASE	_	letters. Fill in the applicable circles completely (.). Not all ID and Group Number boxes may be needed.	nber boxes may be needed.	
PATIENT INFORMATION	O Male O Female	Date of Birth [MM/DD/YYYY]			
Patient ID Number (Located on card)	(p	Email Address <i>(To receive ii</i>	Email Address (To receive information regarding the processing of your order)		
Suffix (If on card) BIN (Locat	BIN (Located on card) PCN (Located on card)		Croup N	Group Number (Located on card)	
Last Name		First Name		Cell Phone Text Msg * OYes ONo	
Permanent Address Line 1				Work Phone	
Permanent Address Line 2				Home Phone	
				1	
City		State ZIP Code	Government ID (Most states require ID for controlled Rx substances by law) f	for controlled Rx substances by law) †	
Prescriber Last Name		Prescriber First Initial	Prescriber Phone	Prescriber Fax	
	PATIENT		Davmant Ontions	International According to the second s	18
Allergies	Health Conditions	Order Preference	■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	and and the second	
O Aspirin	O Arthritis	 Large-print vial labels 	Fiease do not seild cash We accept checks and clean calus.	is and clean calus.	
O Cephalosporin		 Spanish vial labels 	Checks should be made payable to Walgreens Mail Service	ail Service	
 Codeline derivatives Morphine derivatives 	 Ulabetes Glaucoma 		Walgreens accepts Visa, MasterCard, Discover and American Express.	and American Express.	
	O Heart disease		Please visit www.Walgreens.com/PrimeMail to pay by credit card	ly by credit card.	
O Norie known	O Pregnancy		You will need to create an account: Go to Settings & Payment then Payment Methods	gs & Payment then Payment Methods	
○ Other (Use lines below)	O Thyroid disease		to enter a credit card number.		
	Other (Use lines at right)		You can also call our Customer Care Center for assistance at 877-357-7463.	assistance at 877-357-7463.	
*Standard text message and data rates may apply.	rates may apply.		Brand names are the	Brand names are the property of their respective owners. \odot 2017 All rights reserved.	
†Driver's license, state ID number	†Driver's license, state ID number, social security number, military ID or passport ID.	ort ID.			

DEPENDENT INFORMATION O Male Da O Female O Female Dependent Last Name				992
Dependent Last Name	Date of Birth [MM/DD/YYYY]		For separate shipping, please contact the Customer Care Center toll free at 877-357-7463.	
	Dependent First Name			
Suffix (If on card) Email address (To receive information regarding the processing of your order)	g the processing of your order)			
Prescriber Last Name	Prescriber First Initial Pres	Prescriber Phone	Prescriber Fax	
	DEPENDENT			
Allergies	Health Conditions	SU	Order Preference	erence
enicillin ulfa drugs ione known ither <i>(Use lines below)</i>		 None known Other (Use lines below) 	O Large-print vial labels	O Spanish vial labels
ORDER INFORMATION—If including a prescription order, please comple				
Please allow 10 business days from the time that you place your order to receive your prescription(s). A refill order form and return envelope will be included with your shipment. Generic equivalents are usually less expensive than brand name drugs. If we dispense a brand name drug, you may be responsible for a higher copayment and/or the difference between the brand and generic price of each drug. If allowed by your prescriber, we will dispense a generic equivalent unless you check this box. I I do not accept a generic equivalent. By submitting this form, you have authorized release of all information to Walgreens (and other necessary parties) as required to process your order under your benefit plan.	to receive your prescription(s). A refill orde we dispense a brand name drug, you may be re alent unless you check this box. I do not Walgreens (and other necessary parties) as re	your prescription(s). A refill order form and return envelope will be included with your shipment. e a brand name drug, you may be responsible for a higher copayment and/or the difference between the s you check this box. (and other necessary parties) as required to process your order under your benefit plan.	included with your shipment. nd/or the difference between the b your benefit plan.	srand and generic price of
Total number of prescriptions in this order.		Please print your name and enclose them along with t	Please print your name and date of birth on all prescriptions; enclose them along with this completed form and mail to:	
 Standard Shipping Next Business Day (\$19.95 <i>t</i>) 2nd Business Day (\$12.95 <i>t</i>) Total Payment Due. 	NO CHARGE	Walgreer P.O. Phoenix,	Walgreens Mail Service P.O. Box 29061 Phoenix, AZ 85038-9061	

†Shipping prices may be subject to change by carrier without notification and may vary depending upon weight and zone.

Rrand names are the group of their resonartive numbrs (C)2017 All rights reserved

Performance Drug List - Standard Control

The CVS Caremark[®] Performance Drug List - Standard Control is a guide within select therapeutic categories for clients, plan members and health care providers. Generics should be considered the first line of prescribing. If there is no generic available, there may be more than one brand-name medicine to treat a condition. These preferred brand-name medicines are listed to help identify products that are clinically appropriate and cost-effective. Generics listed in therapeutic categories are for representational purposes only. This is not an all-inclusive list. This list represents brand products in CAPS, branded generics in upper- and lowercase *Italics*, and generic products in lowercase *italics*.

PLAN MEMBER

Your benefit plan provides you with a prescription benefit program administered by CVS Caremark. Ask your doctor to consider prescribing, when medically appropriate, a preferred medicine from this list. Take this list along when you or a covered family member sees a doctor.

Please note:

- Your specific prescription benefit plan design may not cover certain products or categories, regardless of their appearance in this document. Products recently approved by the U.S. Food and Drug Administration (FDA) may not be covered upon release to the market.
- Your prescription benefit plan design may alter coverage of certain products or vary copay¹ amounts based on the condition being treated.
- You may be responsible for the full cost of non-formulary products that are removed from coverage.
- For specific information regarding your prescription benefit coverage and copay¹ information, please visit www.caremark.com or contact a CVS Caremark Customer Care representative.
- CVS Caremark may contact your doctor after receiving your prescription to request consideration of a drug list product or generic equivalent. This may result in your doctor prescribing, when medically appropriate, a different brand-name product or generic equivalent in place of your original prescription.
- In most instances, a brand-name drug for which a generic product becomes available will be designated as a nonpreferred option upon release of the generic product to the market.

ANALGESICS

§ NSAIDs

diclofenac sodium meloxicam naproxen

§ NSAIDs, COMBINATIONS

diclofenac sodiummisoprostol

§ NSAIDs, TOPICAL diclofenac sodium solution

VOLTAREN GEL § COX-2 INHIBITORS

celecoxib

§ GOUT

allopurinol colchicine tablet probenecid

COLCRYS ULORIC

§ OPIOID ANALGESICS

codeine-acetaminophen fentanyl transdermal fentanyl transmucosal lozenge hydrocodone-acetaminophen hydromorphone hydromorphone ext-rel methadone morphine morphine ext-rel morphine suppository oxycodone oxycodone-acetaminophen tramadol tramadol ext-rel BELBUCA BUTRANS **FENTORA**

HYSINGLA ER NUCYNTA NUCYNTA ER OXYCONTIN SUBSYS

VISCOSUPPLEMENTS GEL-ONE GELSYN-3

SUPARTZ FX VISCO-3

ANTI-INFECTIVES

§ CEPHALOSPORINS

cefdinir cefprozil cefuroxime axetil cephalexin SUPRAX

HEALTH CARE PROVIDER

Your patient is covered under a prescription benefit plan administered by CVS Caremark. As a way to help manage health care costs, authorize generic substitution whenever possible. If you believe a brand-name product is necessary, consider prescribing a brand name on this list.

Please note:

- Generics should be considered the first line of prescribing.
- The member's prescription benefit plan design may alter coverage of certain products or vary copay¹ amounts based on the condition being treated.
- This drug list represents a summary of prescription coverage. It is not all-inclusive and does not guarantee coverage. The member's specific prescription benefit plan design may not cover certain products or categories, regardless of their appearance in this document. Products recently approved by the FDA may not be covered upon release to the market.
- The member's prescription benefit plan may have a different copay¹ for specific products on the list.
- Unless specifically indicated, drug list products will include all dosage forms.
- Log in to www.caremark.com to check coverage and copay¹ information for a specific medicine.

§ ERYTHROMYCINS / MACROLIDES

azithromycin clarithromycin clarithromycin ext-rel erythromycins DIFICID

§ FLUOROQUINOLONES

ciprofloxacin ciprofloxacin ext-rel levofloxacin moxifloxacin

§ PENICILLINS

amoxicillin amoxicillin-clavulanate dicloxacillin penicillin VK

§ TETRACYCLINES

doxycycline hyclate minocycline tetracycline

§ ANTIFUNGALS

fluconazole itraconazole terbinafine tablet

ANTIRETROVIRAL AGENTS § ANTIRETROVIRAL COMBINATIONS

abacavir-lamivudine ATRIPLA COMPLERA DESCOVY EVOTAZ GENVOYA ODEFSEY PREZCOBIX

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CVS caremark

STRIBILD TRIUMEQ TRUVADA

INTEGRASE INHIBITORS

ISENTRESS TIVICAY

§ NUCLEOSIDE REVERSE TRANSCRIPTASE INHIBITORS

abacavir tablet Iamivudine

§ PROTEASE INHIBITORS

NORVIR PREZISTA REYATAZ

ANTIVIRALS § CYTOMEGALOVIRUS AGENTS

valganciclovir

§ HEPATITIS B AGENTS VEMLIDY

§ HEPATITIS C AGENTS

ribavirin EPCLUSA (genotypes 1, 2, 3, 4, 5, 6) HARVONI (genotypes 1, 4, 5, 6) VOSEVI ²

§ HERPES AGENTS

acyclovir valacyclovir

§ INFLUENZA AGENTS

RELENZA TAMIFLU

§ MISCELLANEOUS

clindamycin ivermectin metronidazole nitrofurantoin sulfamethoxazoletrimethoprim EMVERM SIVEXTRO XIFAXAN 550 MG

ANTINEOPLASTIC AGENTS

HORMONAL ANTINEOPLASTIC AGENTS § ANTIANDROGENS

bicalutamide XTANDI ZYTIGA

§ LUTEINIZING HORMONE-RELEASING HORMONE (LHRH) AGONISTS ELIGARD LUPRON DEPOT

§ KINASE INHIBITORS

imatinib mesylate

BOSULIF CABOMETYX IBRANCE IRESSA KISQALI KISQALI FEMARA CO-PACK RYDAPT SPRYCEL

§ MISCELLANEOUS VISTOGARD

CARDIOVASCULAR § ACE INHIBITORS

fosinopril lisinopril quinapril ramipril

§ ACE INHIBITOR / DIURETIC COMBINATIONS

fosinopril-hydrochlorothiazide lisinopril-hydrochlorothiazide quinapril-hydrochlorothiazide

§ ANGIOTENSIN II RECEPTOR ANTAGONISTS / DIURETIC COMBINATIONS

candesartan / candesartanhydrochlorothiazide eprosartan irbesartan / irbesartanhydrochlorothiazide losartan / losartanhydrochlorothiazide olmesartan / olmesartanhydrochlorothiazide telmisartan / telmisartan-

hydrochlorothiazide valsartan / valsartanhydrochlorothiazide

§ ANGIOTENSIN II RECEPTOR ANTAGONIST / CALCIUM CHANNEL BLOCKER COMBINATIONS amlodipine-olmesartan

amlodipine-telmisartan amlodipine-valsartan

§ ANGIOTENSIN II RECEPTOR ANTAGONIST / CALCIUM CHANNEL BLOCKER / DIURETIC COMBINATIONS

amlodipine-valsartanhydrochlorothiazide olmesartan-amlodipinehydrochlorothiazide

§ ANTIARRHYTHMICS sotalol MULTAQ

ANTILIPEMICS

§ BILE ACID RESINS cholestyramine WELCHOL

§ CHOLESTEROL

ABSORPTION INHIBITORS ezetimibe

§ FIBRATES fenofibrate fenofibric acid

§ HMG-CoA REDUCTASE INHIBITORS / COMBINATIONS atorvastatin ezetimibe-simvastatin fluvastatin

lovastatin pravastatin rosuvastatin simvastatin

MICROSOMAL TRIGLYCERIDE TRANSFER PROTEIN INHIBITORS JUXTAPID

§ NIACINS niacin ext-rel

§ OMEGA-3 FATTY ACIDS omega-3 acid ethyl esters VASCEPA

PCSK9 INHIBITORS PRALUENT REPATHA

§ BETA-BLOCKERS

atenolol carvedilol metoprolol succinate ext-rel metoprolol tartrate nadolol pindolol propranolol propranolol ext-rel BYSTOLIC COREG CR

§ CALCIUM CHANNEL BLOCKERS amlodipine

diltiazem ext-rel ³ nifedipine ext-rel verapamil ext-rel

§ CALCIUM CHANNEL BLOCKER / ANTILIPEMIC COMBINATIONS amlodipine-atorvastatin

§ DIGITALIS GLYCOSIDES digoxin

DIRECT RENIN INHIBITORS / DIURETIC COMBINATIONS TEKTURNA /

TEKTURNA /

§ DIURETICS

amiloride furosemide hydrochlorothiazide metolazone spironolactonehydrochlorothiazide torsemide triamterenehydrochlorothiazide

HEART FAILURE

BIDIL CORLANOR ENTRESTO

§ NITRATES nitroglycerin lingual spray nitroglycerin sublingual

PULMONARY ARTERIAL HYPERTENSION ENDOTHELIN RECEPTOR ANTAGONISTS LETAIRIS OPSUMIT TRACLEER

§ PHOSPHODIESTERASE INHIBITORS sildenafil

PROSTACYCLIN RECEPTOR AGONISTS UPTRAVI

§ PROSTAGLANDIN VASODILATORS ORENITRAM

SOLUBLE GUANYLATE CYCLASE STIMULATORS ADEMPAS

§ MISCELLANEOUS RANEXA

CENTRAL NERVOUS SYSTEM

§ ANTICONVULSANTS

carbamazepine carbamazepine ext-rel diazepam rectal gel divalproex sodium divalproex sodium ext-rel ethosuximide gabapentin lamotrigine lamotrigine ext-rel levetiracetam levetiracetam ext-rel oxcarbazepine phenobarbital phenytoin phenytoin sodium extended primidone tiagabine topiramate valproic acid zonisamide FYCOMPA OXTELLAR XR TROKENDI XR VIMPAT

§ ANTIDEMENTIA

donepezil galantamine galantamine ext-rel memantine rivastigmine rivastigmine transdermal NAMENDA XR NAMZARIC

ANTIDEPRESSANTS

§ SELECTIVE SEROTONIN REUPTAKE INHIBITORS (SSRIs) citalopram escitalopram fluoxetine

paroxetine paroxetine ext-rel sertraline FLUOXETINE 60 MG TRINTELLIX VIIBRYD

§ SEROTONIN

NOREPINEPHRINE REUPTAKE INHIBITORS (SNRIs) desvenlafaxine ext-rel duloxetine venlafaxine venlafaxine ext-rel capsule

§ MISCELLANEOUS AGENTS

bupropion bupropion ext-rel mirtazapine trazodone

§ ANTIPARKINSONIAN AGENTS

amantadine carbidopa-levodopa carbidopa-levodopa ext-rel carbidopa-levodopaentacapone entacapone pramipexole ropinirole ropinirole ext-rel selegiline AZILECT MIRAPEX ER NEUPRO



ANTIPSYCHOTICS

§ ATYPICALS aripiprazole clozapine olanzapine quetiapine risperidone ziprasidone ABILIFY MAINTENA ARISTADA LATUDA VRAYLAR

§ ATTENTION DEFICIT HYPERACTIVITY DISORDER

amphetaminedextroamphetamine mixed salts amphetaminedextroamphetamine mixed salts ext-rel atomoxetine quanfacine ext-rel methylphenidate methylphenidate ext-rel APTENSIO XR QUILLIVANT XR VYVANSE

FIBROMYALGIA LYRICA SAVELLA

§ HUNTINGTON'S DISEASE AGENTS

tetrabenazine

HYPNOTICS

§ NONBENZODIAZEPINES eszopiclone zolpidem zolpidem ext-rel zolpidem sublingual BELSOMRA

TRICYCLICS SILENOR

MIGRAINE

§ ERGOTAMINE DERIVATIVES

ergotamine-caffeine

§ SELECTIVE SEROTONIN AGONISTS

eletriptan naratriptan rizatriptan sumatriptan zolmitriptan **ONZETRA XSAIL** ZEMBRACE SYMTOUCH ZOMIG NASAL SPRAY

SELECTIVE SEROTONIN AGONIST / NONSTEROIDAL **ANTI-INFLAMMATORY** DRUG (NSAID) COMBINATIONS TREXIMET

§ MULTIPLE SCLEROSIS AGENTS

glatiramer AUBAGIO BETASERON COPAXONE 40 MG GILENYA REBIF **TECFIDERA** TYSABR!

§ MUSCULOSKELETAL THERAPY AGENTS cyclobenzaprine

§ NARCOLEPSY armodafinil

POSTHERPETIC **NEURALGIA (PHN)** GRALISE

PSYCHOTHERAPEUTIC -MISCELLANEOUS

§ OPIOID ANTAGONISTS naloxone injection

§ PARTIAL OPIOID AGONIST / **OPIOID ANTAGONIST** COMBINATIONS

sublingual tablet SUBOXONE FILM ZUBSOLV

PSEUDOBULBAR AFFECT AGENTS NUEDEXTA

VASOMOTOR SYMPTOM AGENTS BRISDELLE

ENDOCRINE AND METABOLIC

ACROMEGALY SOMATULINE DEPOT SOMAVERT

§ ANDROGENS

testosterone gel 2% testosterone solution ANDRODERM ANDROGEL 1.62%

ANTIDIABETICS AMYLIN ANALOGS SYMLINPEN

§ BIGUANIDES metformin

metformin ext-rel

§ BIGUANIDE / **SULFONYLUREA** COMBINATIONS glipizide-metformin

DIPEPTIDYL PEPTIDASE-4 (DPP-4) INHIBITORS JANUVIA TRADJENTA

DIPEPTIDYL PEPTIDASE-4 (DPP-4) INHIBITOR / **BIGUANIDE COMBINATIONS** JANUMET JANUMET XR **JENTADUETO** JENTADUETO XR

INCRETIN MIMETIC AGENTS TRULICITY VICTOZA

INCRETIN MIMETIC AGENT / INSULIN COMBINATIONS SOLIQUA

INSULINS BASAGLAR HUMULIN R U-500 LEVEMIR NOVOLIN 70/30 NOVOLIN N NOVOLIN R NOVOLOG NOVOLOG MIX 70/30 **TRESIBA**

§ INSULIN SENSITIZERS pioglitazone

§ INSULIN SENSITIZER / **BIGUANIDE COMBINATIONS** pioglitazone-metformin

§ INSULIN SENSITIZER / **SULFONYLUREA** COMBINATIONS pioglitazone-glimepiride

§ MEGLITINIDES

nateglinide repaglinide

SODIUM-GLUCOSE **CO-TRANSPORTER 2** (SGLT2) INHIBITORS FARXIGA INVOKANA

SODIUM-GLUCOSE **CO-TRANSPORTER 2** (SGLT2) INHIBITOR / **BIGUANIDE COMBINATIONS** INVOKAMET INVOKAMET XR XIGDUO XR

SODIUM-GLUCOSE **CO-TRANSPORTER 2** (SGLT2) INHIBITOR / **DIPEPTIDYL PEPTIDASE-4** (DPP-4) INHIBITOR COMBINATIONS QTERN

§ SULFONYLUREAS glimepiride glipizide glipizide ext-rel

SUPPLIES **BD ULTRAFINE** INSULIN SYRINGES AND NEEDLES DEXCOM CONTINUOUS GLUCOSE MONITORING SYSTEM ONETOUCH ULTRA STRIPS AND KITS 4 **ONETOUCH VERIO** STRIPS AND KITS 4

ANTIOBESITY **INJECTABLE** SAXENDA

ORAL **BELVIQ BELVIQ XR** CONTRAVE

CALCIUM REGULATORS § BISPHOSPHONATES alendronate ibandronate

risedronate § CALCITONINS calcitonin-salmon

PARATHYROID HORMONES FORTEO TYMLOS

MISCELLANEOUS PROLIA

§ CARNITINE DEFICIENCY AGENTS

levocarnitine

CONTRACEPTIVES § MONOPHASIC

ethinyl estradioldrospirenone ethinyl estradiolnorethindrone acetate

BEYAZ LO LOESTRIN FE **MINASTRIN 24 FE** SAFYRAL

§ TRIPHASIC

ethinyl estradiol-norgestimate

FOUR PHASE NATAZIA

§ EXTENDED CYCLE ethinyl estradiollevonorgestrel

§ TRANSDERMAL

ethinyl estradiolnorelgestromin

VAGINAL **NUVARING**

ESTROGENS

§ ORAL estradiol estropipate PREMARIN

§ TRANSDERMAL

estradiol DIVIGEL EVAMIST MINIVELLE

§ VAGINAL

estradiol ESTRACE CREAM PREMARIN CREAM

ESTROGEN / PROGESTINS § ORAL

estradiol-norethindrone PREMPHASE PREMPRO

TRANSDERMAL CLIMARA PRO COMBIPATCH

ESTROGEN / SELECTIVE ESTROGEN RECEPTOR MODULATOR COMBINATIONS DUAVEE

FERTILITY REGULATORS **GNRH / LHRH** ANTAGONISTS CETROTIDE

§ OVULATION STIMULANTS, GONADOTROPINS GONAL-F OVIDREL

GAUCHER DISEASE CERDELGA CEREZYME

§ GLUCOCORTICOIDS

dexamethasone methylprednisolone prednisolone solution prednisone

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NARCAN NASAL SPRAY buprenorphine-naloxone

GLUCOSE ELEVATING AGENTS GLUCAGEN HYPOKIT GLUCAGON EMERGENCY KIT

HUMAN GROWTH

HORMONES HUMATROPE NORDITROPIN

§ PHOSPHATE BINDER AGENTS

calcium acetate PHOSLYRA RENVELA VELPHORO

POTASSIUM-REMOVING AGENTS VELTASSA

PROGESTINS

§ ORAL

medroxyprogesterone megestrol acetate progesterone, micronized

VAGINAL CRINONE ENDOMETRIN

§ SELECTIVE ESTROGEN RECEPTOR MODULATORS raloxifene OSPHENA

§ THYROID SUPPLEMENTS levothyroxine SYNTHROID

GASTROINTESTINAL

§ ANTIEMETICS dronabinol granisetron meclizine metoclopramide ondansetron prochlorperazine promethazine trimethobenzamide DICLEGIS SANCUSO VARUBI

§ H₂ RECEPTOR ANTAGONISTS ranitidine

INFLAMMATORY BOWEL

DISEASE § ORAL AGENTS

balsalazide budesonide capsule sulfasalazine sulfasalazine delayed-rel APRISO LIALDA PENTASA UCERIS

§ RECTAL AGENTS hydrocortisone enema mesalamine rectal suspension CANASA CORTIFOAM

§ IRRITABLE BOWEL SYNDROME

AMITIZA LINZESS LOTRONEX VIBERZI

§ LAXATIVES lactulose peg 3350-electrolytes SUPREP

OPIOID-INDUCED CONSTIPATION MOVANTIK

PANCREATIC ENZYMES

CREON VIOKACE ZENPEP

§ PROTON PUMP INHIBITORS

esomeprazole lansoprazole omeprazole pantoprazole DEXILANT

§ STEROIDS, RECTAL PROCTOFOAM-HC

§ ULCER THERAPY COMBINATIONS PYLERA

GENITOURINARY

§ BENIGN PROSTATIC HYPERPLASIA

alfuzosin ext-rel doxazosin dutasteride dutasteride-tamsulosin finasteride tamsulosin terazosin RAPAFLO

ERECTILE DYSFUNCTION ALPROSTADIL AGENTS MUSE

PHOSPHODIESTERASE INHIBITORS CIALIS

§ URINARY ANTISPASMODICS

darifenacin ext-rel oxybutynin oxybutynin ext-rel tolterodine tolterodine ext-rel trospium trospium ext-rel MYRBETRIQ TOVIAZ VESICARE

HEMATOLOGIC

§ ANTICOAGULANTS warfarin

ELIQUIS

XARELTO

HEMATOPOIETIC GROWTH FACTORS ARANESP PROCRIT ZARXIO

HEMOPHILIA AGENTS KOGENATE FS KOVALTRY NOVOEIGHT NUWIQ

HEREDITARY ANGIOEDEMA RUCONEST

§ PLATELET AGGREGATION INHIBITORS clopidogrel dipyridamole ext-rel-aspirin

dipyridamole ext-rel-aspirin prasugrel BRILINTA

IMMUNOLOGIC AGENTS

ALLERGENIC EXTRACTS GRASTEK ORALAIR RAGWITEK

AUTOIMMUNE AGENTS 5

COSENTYX ENBREL HUMIRA KEVZARA OTEZLA STELARA SUBCUTANEOUS

§ DISEASE-MODIFYING ANTIRHEUMATIC DRUGS (DMARDs) RASUVO

NUTRITIONAL / SUPPLEMENTS

§ ELECTROLYTES potassium chloride liquid

VITAMINS AND MINERALS § PRENATAL VITAMINS prenatal vitamins CITRANATAL

RESPIRATORY

§ ANAPHYLAXIS TREATMENT AGENTS epinephrine auto-injector EPIPEN EPIPEN JR

§ ANTICHOLINERGICS

ipratropium inhalation solution INCRUSE ELLIPTA SPIRIVA

ANTICHOLINERGIC / BETA AGONIST COMBINATIONS § SHORT ACTING

ipratropium-albuterol inhalation solution COMBIVENT RESPIMAT

LONG ACTING

ANORO ELLIPTA BEVESPI AEROSPHERE STIOLTO RESPIMAT

BETA AGONISTS, INHALANTS

§ SHORT ACTING albuterol inhalation solution levalbuterol tartrate CFC-free aerosol PROAIR HFA PROAIR RESPICLICK

LONG ACTING

Hand-held Active Inhalation SEREVENT STRIVERDI RESPIMAT

Nebulized Passive Inhalation PERFOROMIST

§ CYSTIC FIBROSIS

tobramycin inhalation solution BETHKIS

§ LEUKOTRIENE MODULATORS

montelukast zafirlukast

zileuton ext-rel

§ NASAL ANTIHISTAMINES azelastine

olopatadine

§ NASAL STEROIDS / COMBINATIONS

flunisolide fluticasone mometasone *triamcinolone* DYMISTA

PHOSPHODIESTERASE-4 INHIBITORS DALIRESP

PULMONARY FIBROSIS AGENTS ESBRIET OFEV

STEROID / BETA AGONIST COMBINATIONS ADVAIR BREO ELLIPTA SYMBICORT

§ STEROID INHALANTS

budesonide inhalation suspension ASMANEX FLOVENT DISKUS FLOVENT HFA PULMICORT FLEXHALER QVAR

TOPICAL

DERMATOLOGY § ACNE adapalene benzoyl peroxide clindamycin solution clindamycin-benzoyl peroxide erythromycin solution erythromycin-benzoyl peroxide tretinoin ACANYA ATRALIN BENZACLIN DIFFERIN **EPIDUO RETIN-A MICRO** TAZORAC

§ ACTINIC KERATOSIS

fluorouracil cream 5% fluorouracil solution imiquimod PICATO ZYCLARA

§ ANTIFUNGALS

ciclopirox clotrimazole econazole ketoconazole nystatin JUBLiA LUZU NAFTIN

§ ANTIPSORIATICS acitretin calcipotriene methoxsalen



ATOPIC DERMATITIS

Injectable DUPIXENT

§ Topical tacrolimus ELIDEL

CORTICOSTEROIDS

§ Low Potency desonide hydrocortisone

§ Medium Potency

clocortolone hydrocortisone butyrate mometasone triamcinolone

§ High Potency desoximetasone fluocinonide

§ Very High Potency

clobetasol cream, foam, gel, lotion, ointment, shampoo

§ ROSACEA

metronidazole

abacavir tablet

ACANYA

acitretin

abacavir-lamivudine

ABILIFY MAINTENA

Α

FINACEA ORACEA SOOLANTRA

MOUTH / THROAT / DENTAL AGENTS PROTECTANTS EPISIL MUGARD

OPHTHALMIC

§ ANTIALLERGICS

azelastine cromolyn sodium olopatadine LASTACAFT PAZEO

§ ANTI-INFECTIVES

ciprofloxacin erythromycin gentamicin levofloxacin moxifloxacin ofloxacin sulfacetamide tobramycin BESIVANCE

ANORO ELLIPTA

APTENSIO XR

APRISO

ARANESP

aripiprazole

ARISTADA

armodafinil

ASMANEX

atomoxetine

atorvastatin

ATRALIN

ATRIPLA

AUBAGIO

azelastine

atenolol

CILOXAN OINTMENT MOXEZA

§ ANTI-INFECTIVE / ANTI-INFLAMMATORY COMBINATIONS

neomycin-polymyxin Bbacitracin-hydrocortisone neomycin-polymyxin Bdexamethasone tobramycin-dexamethasone TOBRADEX OINTMENT TOBRADEX ST ZYLET

ANTI-INFLAMMATORIES

§ Nonsteroidal

bromfenac diclofenac ketorolac ACUVAIL **ILEVRO NEVANAC**

§ Steroidal

dexamethasone prednisolone acetate 1% DUREZOL FLAREX

FML FORTE FML S.O.P. MAXIDEX PRED MILD

BETA-BLOCKERS

§ Nonselective timolol maleate solution

BETIMOL Selective

BETOPTIC S

§ CARBONIC ANHYDRASE INHIBITORS dorzolamide

AZOPT § CARBONIC ANHYDRASE

INHIBITOR / BETA-**BLOCKER COMBINATIONS** dorzolamide-timolol

CARBONIC ANHYDRASE **INHIBITOR /** SYMPATHOMIMETIC COMBINATIONS SIMBRINZA

cefdinir

DRY EYE DISEASE RESTASIS XIIDRA

§ PROSTAGLANDINS latanoprost

LUMIGAN TRAVATAN Z

§ SYMPATHOMIMETICS brimonidine ALPHAGAN P

SYMPATHOMIMETIC / BETA-**BLOCKER COMBINATIONS** COMBIGAN

OTIC

§ ANTI-INFECTIVE / **ANTI-INFLAMMATORY** COMBINATIONS CIPRODEX

QUICK REFERENCE DRUG LIST

BEVESP! AEROSPHERE BEYAZ bicalutamide BIDIL BOSULIF **BREO ELLIPTA** BRILINTA brimonidine BRISDELLE bromfenac budesonide capsule budesonide inhalation suspension buprenorphine-naloxone sublingual tablet bupropion bupropion ext-rel BUTRANS BYSTOLIC

С

CABOMETYX calcipotriene calcitonin-salmon calcium acetate CANASA candesartan candesartanhydrochlorothiazide carbamazepine carbamazepine ext-rel carbidopa-levodopa carbidopa-levodopa ext-rel carbidopa-levodopaentacapone carvedilol

cefprozil cefuroxime axetil celecoxib cephalexin CERDELGA CEREZYME CETROTIDE cholestyramine CIALIS ciclopirox CILOXAN OINTMENT CIPRODEX ciprofloxacin ciprofloxacin ext-rel citalopram CITRANATAL clarithromycin clarithromycin ext-rel CLIMARA PRO clindamycin clindamycin solution clindamycin-benzoyl peroxide clobetasol cream, foam, gel, lotion, ointment, shampoo clocortolone clopidogrel clotrimazole clozapine codeine-acetaminophen colchicine tablet COLCRYS COMBIGAN COMBIPATCH COMBIVENT RESPIMAT

COMPLERA CONTRAVE COPAXONE 40 MG COREG CR CORLANOR CORTIFOAM COSENTYX CREON CRINONE cromolyn sodium cyclobenzaprine

D

DALIRESP darifenacin ext-rel DESCOVY desonide desoximetasone desvenlafaxine ext-rel dexamethasone **DEXCOM CONTINUOUS** GLUCOSE MONITORING SYSTEM DEXILANT diazepam rectal gel DICLEGIS diclofenac diclofenac sodium diclofenac sodium solution diclofenac sodiummisoprostol dicloxacillin DIFFERIN DIFICID digoxin diltiazem ext-rel 3

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ACUVAIL acyclovir adapalene ADÉMPAS **ADVAIR** albuterol inhalation solution alendronate alfuzosin ext-rel allopurinol ALPHAGAN P amantadine amiloride AMITIZA amlodipine amlodipine-atorvastatin amlodipine-olmesartan amlodipine-telmisartan

amlodipine-valsartan amlodipine-valsartanhydrochlorothiazide amoxicillin amoxicillin-clavulanate amphetaminedextroamphetamine mixed salts amphetaminedextroamphetamine mixed salts ext-rel ANDRODERM ANDROGEL 1.62%

AZILECT azithromycin AZOPT в balsalazide BASAGLAR **BD ULTRAFINE INSULIN SYRINGES** AND NEEDLES BELBUCA **BELSOMRA BELVIQ BELVIQ XR** BENZACLIN

benzoyl peroxide BESIVANCE BETASERON **BETHKIS** BETIMOL **BETOPTIC S**

dipyridamole ext-rel-aspirin divalproex sodium divalproex sodium ext-rel DIVIGEL donepezil dorzolamide dorzolamide-timolol doxazosin doxycycline hyclate dronabinol DUAVEE duloxetine DUPIXENT DUREZOL dutasteride dutasteride-tamsulosin DYMISTA

Ε

econazole eletriptan ELIDEL ELIGARD **ELIQUIS EMVERM** ENBREL ENDOMETRIN entacapone **ENTRESTO EPCLUSA EPIDUO** epinephrine auto-injector EPIPEN EPIPEN JR EPISIL eprosartan ergotamine-caffeine erythromycin erythromycin solution erythromycin-benzovl peroxide erythromycins ESBRIET escitalopram esomeprazole ESTRACE CREAM estradiol estradiol-norethindrone estropipate eszopiclone ethinyl estradioldrospirenone ethinyl estradiollevonorgestrel ethinyl estradiolnorelgestromin ethinyl estradiolnorethindrone acetate ethinyl estradiol-norgestimate ethosuximide **EVAMIST EVOTAZ** ezetimibe ezetimibe-simvastatin

F

FARXIGA fenofibrate

fenofibric acid fentanyl transdermal fentanyl transmucosal lozenge FENTORA FINACEA finasteride FLAREX FLOVENT DISKUS FLOVENT HFA fluconazole flunisolide fluocinonide fluorouracil cream 5% fluorouracil solution fluoxetine FLUOXETINE 60 MG fluticasone fluvastatin **FML FORTE** FML S.O.P. FORTEO fosinopril fosinopril-hydrochlorothiazide furosemide FYCOMPA

G

gabapentin galantamine galantamine ext-rel GEL-ONE **GELSYN-3** gentamicin GENVOYA GILENYA glatiramer glimepiride glipizide glipizide ext-rel glipizide-metformin **GLUCAGEN HYPOKIT** GLUCAGON **EMERGENCY KIT** GONAL-F GRALISE granisetron GRASTEK guanfacine ext-rel

Н

HARVONI HUMATROPE HUMIRA HUMULIN R U-500 hydrochlorothiazide hydrocodone-acetaminophen hydrocortisone hydrocortisone butyrate hydrocortisone enema hydromorphone hydromorphone ext-rel HYSINGLA ER

1

ibandronate IBRANCE ILEVRO

imatinib mesylate imiquimod **INCRUSE ELLIPTA** INVOKAMET INVOKAMET XR INVOKANA ipratropium inhalation solution ipratropium-albuterol inhalation solution irbesartan irbesartanhydrochlorothiazide IRESSA **ISENTRESS** itraconazole ivermectin

J

JANUMET JANUMET XR JANUVIA JENTADUETO JENTADUETO XR JUBLIA JUXTAPID

K

ketoconazole ketorolac KEVZARA KISQALI KISQALI FEMARA CO-PACK KOGENATE FS KOVALTRY

L

lactulose lamivudine lamotrigine lamotrigine ext-rel lansoprazole LASTACAFT latanoprost LATUDA **LETAIRIS** levalbuterol tartrate CFC-free aerosol LEVEMIR levetiracetam levetiracetam ext-rel levocarnitine levofloxacin levothyroxine LIALDA LINZESS lisinopril lisinopril-hydrochlorothiazide LO LOESTRIN FE losartan losartan-hydrochlorothiazide LOTRONEX lovastatin LUMIGAN LUPRON DEPOT LUZU LYRICA

Μ

MAXIDEX meclizine medroxyprogesterone megestrol acetate meloxicam memantine mesalamine rectal suspension metformin metformin ext-rel methadone methoxsalen methylphenidate methylphenidate ext-rel methylprednisolone metoclopramide metolazone metoprolol succinate ext-rel metoprolol tartrate metronidazole **MINASTRIN 24 FE MINIVELLE** minocycline **MIRAPEX ER** mirtazapine mometasone montelukast morphine morphine ext-rel morphine suppository MOVANTIK MOXEZA moxifloxacin MUGARD MULTAQ MUSE **MYRBETRIQ**

Ν

nadolol NAFTIN naloxone injection NAMENDA XR NAMZARIC naproxen naratriptan NARCAN NASAL SPRAY NATAZIA natealinide neomycin-polymyxin Bbacitracin-hydrocortisone neomycin-polymyxin Bdexamethasone **NEUPRO** NEVANAC niacin ext-rel nifedipine ext-rel nitrofurantoin nitroglycerin lingual spray nitroglycerin sublingual NORDITROPIN NORVIR NOVOEIGHT NOVOLIN 70/30 NOVOLIN N NOVOLIN R NOVOLOG

NOVOLOG MIX 70/30 NUCYNTA NUCYNTA ER NUEDEXTA NUVARING NUWIQ *nystatin*

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ODEFSEY OFEV ofloxacin olanzapine olmesartan olmesartan-amlodipinehydrochlorothiazide olmesartanhydrochlorothiazide olopatadine omega-3 acid ethyl esters omeprazole ondansetron **ONETOUCH ULTRA** STRIPS AND KITS 4 **ONETOUCH VERIO** STRIPS AND KITS 4 **ONZETRA XSAIL** OPSUMIT ORACEA ORALAIR ORENITRAM **OSPHENA** OTEZLA OVIDREL oxcarbazepine **OXTELLAR XR** oxybutynin oxybutynin ext-rel oxycodone oxycodone-acetaminophen OXYCONTIN

Ρ

pantoprazole paroxetine paroxetine ext-rel PAZEO peg 3350-electrolytes penicillin VK PENTASA PERFOROMIST phenobarbital phenytoin phenytoin sodium extended PHOSLYRA PICATO pindolol pioglitazone pioglitazone-glimepiride pioglitazone-metformin potassium chloride liquid PRALUENT pramipexole prasugrel pravastatin PRED MILD prednisolone acetate 1% prednisolone solution



prednisone PREMARIN PREMARIN CREAM PREMPHASE PREMPRO prenatal vitamins PREZCOBIX PREZISTA primidone PROAIR HFA PROAIR RESPICLICK probenecid prochlorperazine PROCRIT PROCTOFOAM-HC progesterone, micronized PROLIA promethazine propranolol propranolol ext-rel PULMICORT FLEXHALER **PYLERA**

Q

QTERN quetiapine QUILLIVANT XR quinapril quinapril-hydrochlorothiazide QVAR

R

RAGWITEK raloxifene ramipril RANEXA ranitidine RAPAFLO RASUVO REBIF RELENZA RENVELA repaglinide REPATHA

RESTASIS **RETIN-A MICRO** REYATAZ ribavirin risedronate risperidone rivastigmine rivastigmine transdermal rizatriptan ropinirole ropinirole ext-rel rosuvastatin RUCONEST RYDAPT S SAFYRAL SANCUSO SAVELLA SAXENDA selegiline SEREVENT sertraline sildenafil SILENOR SIMBRINZA simvastatin SIVEXTRO SOLIQUA

SOMAVERT

sotalol

SPIRIVA

SPRYCEL

STELARA

STRIBILD

SUBSYS

SOOLANTRA

Т SOMATULINE DEPOT spironolactonehydrochlorothiazide SUBCUTANEOUS STIOLTO RESPIMAT STRIVERDI RESPIMAT SUBOXONE FILM

sulfacetamide sulfamethoxazoletrimethoprim sulfasalazine sulfasalazine delayed-rel sumatriptan SUPARTZ FX SUPRAX SUPREP SYMBICORT SYMLINPEN SYNTHROID tacrolimus TAMIFLU tamsulosin TAZORAC TECFIDERA TEKTURNA **TEKTURNA HCT** telmisartan telmisartanhydrochlorothiazide terazosin terbinafine tablet testosterone gel 2% testosterone solution tetrabenazine tetracycline tiagabine timolol maleate solution TIVICAY TOBRADEX OINTMENT TOBRADEX ST tobramycin tobramycin inhalation solution tobramycin-dexamethasone tolterodine tolterodine ext-rel topiramate torsemide TOVIAZ

TRACLEER TRADJENTA tramadol tramadol ext-rel TRAVATAN Z trazodone **TRESIBA** tretinoin TREXIMET triamcinolone triamterenehydrochlorothiazide trimethobenzamide TRINTELLIX TRIUMEQ TROKENDI XR trospium trospium ext-rel TRULICITY TRUVADA TYMLOS TYSABRI

U

UCERIS ULORIC UPTRAVI v

valacyclovir valganciclovir valproic acid valsartan valsartan-hydrochlorothiazide VARUBI VASCEPA VELPHORO **VELTASSA** VEMLIDY venlafaxine venlafaxine ext-rel capsule verapamil ext-rel VESICARE VIBERZI

VIIBRYD VIMPAT VIOKACE VISCO-3 VISTOGARD **VOLTAREN GEL** VOSEVI 2 VRAYLAR **VYVANSE**

VICTOZA

w

warfarin WELCHOL

Х

XARELTO XIFAXAN 550 MG XIGDUO XR XIIDRA **XTANDI**

z

zafirlukast ZARXIO ZEMBRACE SYMTOUCH ZENPEP zileuton ext-rel ziprasidone zolmitriptan zolpidem zolpidem ext-rel zolpidem sublingual ZOMIG NASAL SPRAY zonisamide ZUBSOLV **ZYCLARA** ZYLET ZYTIGA

PREFERRED OPTIONS LIST

DRUG NAME(S)	PREFERRED OPTION(S)*	DRUG NAME(S)	PREFERRED OPTION(S)*
ABILIFY	aripiprazole, clozapine, olanzapine, quetiapine,	ALORA	estradiol, DIVIGEL, EVAMIST, MINIVELLE
ACCU-CHEK STRIPS AND KITS 6	risperidone, ziprasidone, LATUDA, VRAYLAR ONETOUCH ULTRA STRIPS AND KITS 4,	ALTOPREV	atorvastatin, ezetimibe-simvastatin, fluvastatin, lovastatin, pravastatin, rosuvastatin, simvastatin
ACTEMRA	ONETOUCH VERIO STRIPS AND KITS 4 ENBREL, HUMIRA, KEVZARA	ALVESCO	ASMANEX, FLOVENT DISKUS, FLOVENT HFA, PULMICORT FLEXHALER,
ACTOS	pioglitazone		QVAR
ADDERALL XR	amphetamine-	AMRIX	cyclobenzaprine
	dextroamphetamine mixed salts ext-rel, methylphenidate ext-rel, APTENSIO XR, QUILLIVANT XR, VYVANSE	ANDROGEL 1%	testosterone gel 2%, testosterone solution, ANDRODERM, ANDROGEL 1.62%
AEROSPAN	ASMANEX, FLOVENT DISKUS,	ANGELIQ	estradiol-norethindrone, PREMPHASE, PREMPRO
	FLOVENT HFA, PULMICORT FLEXHALER, QVAR	ANTARA	fenofibrate, fenofibric acid
ALCORTIN A	desonide, hydrocortisone	APEXICON E	desoximetasone, fluocinonide
ALLISON MEDICAL INSULIN SYRINGES 7	BD ULTRAFINE INSULIN SYRINGES	APIDRA	NOVOLOG
ALOQUIN	desonide, hydrocortisone	ARMOUR THYROID	levothyroxine, SYNTHROID



DRUG NAME(S)	PREFERRED OPTION(S)*	DRUG NAME(S)	PREFERRED OPTION(S)*
ARTHROTEC	celecoxib; diclofenac sodium, meloxicam or naproxen WITH esomeprazole, lansoprazole, omeprazole, pantoprazole or DEXILANT	CARAC	fluorouracil cream 5%, fluorouracil solution, imiquimod, PICATO, ZYCLARA
ASACOL HD	balsalazidə, sulfasalazine,	CARDIZEM	<i>dilliazem exl-rel</i> (except generic CARDIZEM LA)
	sulfasalazine delayed-rel, APRISO, LIALDA, PENTASA	CARDIZEM CD	diltiazem ext-rel (except generic CARDIZEM LA)
ASCENSIA STRIPS AND KITS 6	ONETOUCH ULTRA STRIPS AND KITS 4, ONETOUCH VERIO STRIPS AND KITS 4	CARDIZEM LA (and its generics)	diltiazem ext-rel (except generic CARDIZEM LA)
ATACAND, ATACAND HCT	candesartan, candesartan-hydrochlorothiazide, eprosartan, irbesartan,	CARNITOR	levocarnitine
	irbesartan-hydrochlorothiazide, losartan,	CARNITOR SF	levocarnitine
	losartan-hydrochlorothiazide, olmesartan, olmesartan-hydrochlorothiazide, telmisartan, telmisartan-hydrochlorothiazide, valsartan, volonton, bydrochlorothiazide, valsartan,	CIMZIA	COSENTYX, ENBREL, HUMIRA, KEVZARA, OTEZLA, STELARA SUBCUTANEOUS
	valsartan-hydrochlorothiazide	CLINDAGEL	erythromycin solution
ATROVENT HFA	ipratropium inhalation solution, INCRUSE ELLIPTA, SPIRIVA	clobelasol spray	clobetasol foam
AXERT	eletriptan, naratriptan, rizatriptan, sumatriptan,	CLOBEX SPRAY	clobetasol foam
	zolmitriptan, ONZETRA XSAIL, ZEMBRACE SYMTOUCH,	COLAZAL	balsalazide
AZELEX	ZOMIG NASAL SPRAY adapalene, benzoyl peroxide,	CONTOUR NEXT STRIPS AND KITS 6	ONETOUCH ULTRA STRIPS AND KITS 4, ONETOUCH VERIO STRIPS AND KITS 4
	clindamycin solution, clindamycin- benzoyl peroxide, erythromycin solution,	CONTOUR STRIPS AND KITS 6	ONETOUCH ULTRA STRIPS AND KITS 4, ONETOUCH VERIO STRIPS AND KITS 4
	erythromycin-benzoyl peroxide, tretinoin, ACANYA, ATRALIN, BENZACLIN, DIFFERIN, EPIDUO, RETIN-A MICRO, TAZORAC	CRESTOR	atorvastatin, ezetimibe-simvastatin, fluvastatin, lovastatin, pravastatin, rosuvastatin, simvastatin
BECONASE AQ	flunisolide, fluticasone, mometasone, triamcinolone, DYMISTA	CYMBALTA	desvenlafaxine ext-rel, duloxetine, venlafaxine, venlafaxine ext-rel capsule
BENICAR, BENICAR HCT	candesartan, candesartan-hydrochlorothiazidə, əprosartan, irbəsartan,	DAKLINZA	EPCLUSA (genotypes 1, 2, 3, 4, 5, 6), HARVONI (genotypes 1, 4, 5, 6)
	irbesartan-hydrochlorothiazide, losartan, losartan-hydrochlorothiazide, olmesartan, olmesartan-hydrochlorothiazide, telmisartan, telmisartan-hydrochlorothiazide, valsartan,	DELZICOL	balsalazidə, sulfasalazine, sulfasalazinə dəlayəd-rəl, APRISO, LIALDA, PENTASA
BENSAL HP	valsartan-hydrochlorothiazide desonide, hydrocortisone	DETROL LA	darifenacin ext-rel, oxybutynin ext-rel, tolterodine, tolterodine ext-rel, trospium,
BENZAC AC, BENZAC W	adapalene, benzoyl peroxide,		<i>trospium ext-rel</i> , MYRBETRIQ, TOVIAZ, VESICARE
	clindamycin solution, clindamycin- benzoyl peroxide, erythromycin solution, erythromycin-benzoyl peroxide, tretinoin,	DEXPAK	dexamethasone, methylprednisolone, prednisolone solution, prednisone
	ACANYA, ATRALIN, BENZACLIN, DIFFERIN, EPIDUO, RETIN-A MICRO, TAZORAC	DIOVAN, DIOVAN HCT	candesartan, candesartan-hydrochlorothiazide, eprosartan, irbesartan,
BENZIQ	adapalene, benzoyl peroxide, clindamycin solution, clindamycin- benzoyl peroxide, erythromycin solution, erythromycin-benzoyl peroxide, tretinoin, ACANYA, ATRALIN, BENZACLIN, DIFFERIN,		irbesartan-hydrochlorothiazide, losartan, losartan-hydrochlorothiazide, olmesartan, olmesartan-hydrochlorothiazide, telmisartan, telmisartan-hydrochlorothiazide, valsartan, valsartan-hydrochlorothiazide
BETAPACE, BETAPACE AF	EPIDUO, RETIN-A MICRO, TAZORAC	DORAL	eszopiclone, zolpidem, zolpidem ext-rel, zolpidem sublingual, BELSOMRA, SILENOR
		DORYX	doxycycline hyclate
BREEZE 2 STRIPS AND KITS 6	ONETOUCH ULTRA STRIPS AND KITS 4, ONETOUCH VERIO STRIPS AND KITS 4	DORYX MPC	doxycycline hyclate
butalbital-acetaminophen-caffeine capsule	eletriptan, ergotamine-caffeine, naratriptan,	DULERA	ADVAIR, BREO ELLIPTA, SYMBICORT
	rizatriptan, sumatriptan, zolmitriptan, ONZETRA XSAIL, ZEMBRACE SYMTOUCH, ZOMIG NASAL SPRAY	DUTOPROL	metoprolol succinate ext-rel WITH hydrochlorothiazide
BYDUREON	TRULICITY, VICTOZA	DYRENIUM	amiloride
BYETTA	TRULICITY, VICTOZA	EDARBI, EDARBYCLOR	candesartan, candesartan-hydrochlorothiazide,
CAFERGOT	eletriptan, ergotamine-caffeine, naratriptan, rizatriptan, sumatriptan, zolmitriptan, ONZETRA XSAIL, ZEMBRACE SYMTOUCH, ZOMIG NASAL SPRAY		eprosartan, irbesartan, irbesartan-hydrochlorothiazide, losartan, losartan-hydrochlorothiazide, olmesartan, olmesartan-hydrochlorothiazide, telmisartan, telmisartan-hydrochlorothiazide, valsartan, valsartan-hydrochlorothiazide



DRUG NAME(S)	PREFERRED OPTION(S)*	DRUG NAME(S)	PREFERRED OPTION(6)*
EDLUAR	eszopiclone, zolpidem, zolpidem ext-rel, zolpidem sublingual, BELSOMRA, SILENOR	HELIXATE FS	KOGENATE FS, KOVALTRY, NOVOEIGHT, NUWIQ
E.E.S. GRANULES	erythromycins	HORIZANT	gabapentin, GRALISE
EFFEXOR XR	desvenlafaxine ext-rel, duloxetine, venlafaxine,	HUMALOG	NOVOLOG
	venlafaxine ext-rel capsule	HUMALOG MIX 50/50	NOVOLOG MIX 70/30
ELELYSO	CERDELGA, CEREZYME	HUMALOG MIX 75/25	NOVOLOG MIX 70/30
ENABLEX	darifenacin ext-rel, oxybutynin ext-rel, tolterodine, tolterodine ext-rel, trospium,	HUMULIN 70/30	NOVOLIN 70/30
	trospium ext-rel, MYRBETRIQ, TOVIAZ, VESICARE	HUMULIN N	NOVOLIN N
ENTYVIO	HUMIRA, STELARA SUBCUTANEOUS	HUMULIN R	NOVOLIN R
ERYPED	erythromycins	HYALGAN	GEL-ONE, GELSYN-3, SUPARTZ FX,
ESTRING	estradiol, ESTRACE CREAM, PREMARIN CREAM	INDOCIN	VISCO-3 celecoxib, diclofenac sodium, meloxicam,
EUFLEXXA	GEL-ONE, GELSYN-3, SUPARTZ FX, VISCO-3	INNOPRAN XL	naproxen atenolol, carvedilol, metoprolol succinate ext-rel, metoprolol tartrate,
EVZIO	naloxone injection, NARCAN NASAL SPRAY		nadolol, pindolol, propranolol,
EXFORGE	amlodipine-olmesartan, amlodipine-telmisartan,		propranolol ext-rel, BYSTOLIC, COREG CR
	amlodipine-valsartan	INTERMEZZO	eszopiclone, zolpidem, zolpidem ext-rel, zolpidem sublingual, BELSOMRA, SILENOR
EXFORGE HCT	amlodipine-valsarlan-hydrochlorothiazide, olmesartan-amlodipine-hydrochlorothiazide	INTUNIV	amphetamine- dextroamphetamine mixed salts ext-rel,
EXTAVIA	glatiramer, AUBAGIO, BETASERON, COPAXONE 40 MG, GILENYA, REBIF, TECFIDERA, TYSABRI		atomoxetine, guanfacine exI-rel, methylphenidate ext-rel, APTENSIO XR, QUILLIVANT XR, VYVANSE
FANAPT	aripiprazole, clozapine, olanzapine, quetiapine, risperidone, ziprasidone, LATUDA, VRAYLAR	ISTALOL	timolol maleate solution, BETIMOL
FEMRING	estradiol, ESTRACE CREAM, PREMARIN CREAM	JALYN	dutasteride-tamsulosin; dutasteride or finasteride WITH alfuzosin ext-rel, doxazosin, tamsulosin, terazosin, RAPAFLO
FETZIMA	desvenlafaxine ext-rel, duloxetine, venlafaxine,	JARDIANCE	FARXIGA, INVOKANA
FIORICET CAPSULE	venlafaxine ext-rel capsule eletriptan, ergotamine-caffeine, naratriptan,	KAZANO	JANUMET, JANUMET XR, JENTADUETO, JENTADUETO XR
	rizatriptan, sumatriptan, zolmitriptan, ONZETRA XSAIL, ZEMBRACE SYMTOUCH,	KINERET	ENBREL, HUMIRA, KEVZARA
	ZOMIG NASAL SPRAY	KOMBIGLYZE XR	JANUMET, JANUMET XR, JENTADUETO,
FIRST TESTOSTERONE	testosterone gel 2%, testosterone solution, ANDRODERM, ANDROGEL 1.62%	LANOXIN TABLET	JENTADUETO XR digoxin
fluorouracil cream 0.5%	fluorouracil cream 5%, fluorouracil solution, imiquimod, PICATO, ZYCLARA	(125 MCG and 250 MCG only) LANTUS	
FOLLISTIM AQ	GONAL-F	LESCOL XL	BASAGLAR, LEVEMIR, TRESIBA
FORTAMET	metformin, metformin ext-rel		atorvastatin, ezetimibe-simvastatin, fluvastatin, Iovastatin, pravastatin, rosuvastatin, simvastatin
FORTESTA	lestosterone gel 2%, testosterone solution, ANDRODERM, ANDROGEL 1.62%	LIPITOR	alorvastalin, ezetimibe-simvastatin, fluvastalin, Iovastatin, pravastatin, rosuvastatin, simvastatin
FOSAMAX PLUS D	alendronate, ibandronate, risedronate	LIVALO	atorvastalin, ezetimibe-simvastalin, fluvastalin,
FOSRENOL	<i>calcium acetate</i> , PHOSLYRA, RENVELA, VELPHORO	LUNESTA	lovastatin, pravastatin, rosuvastatin, simvastatin eszopiclone, zolpidem, zolpidem ext-rel, zolpidem sublingual, BELSOMRA, SILENOR
FREESTYLE STRIPS AND KITS 6	ONETOUCH ULTRA STRIPS AND KITS 4,	MACRODANTIN	nitrofurantoin
FROVA	ONETOUCH VERIO STRIPS AND KITS 4 eletriptan, naratriptan, rizatriptan, sumatriptan,	Matzim LA	diltiazem ext-rel
	zolmitriptan, ONZETRA XSAIL, ZEMBRACE SYMTOUCH, ZOMIG NASAL SPRAY	MAVYRET	(except generic CARDIZEM LA) EPCLUSA (genotypes 1, 2, 3, 4, 5, 6), HARVONI (genotypes 1, 4, 5, 6), VOSEVI ²
GENOTROPIN	HUMATROPE, NORDITROPIN	MENEST	estradiol, estropipate, PREMARIN
GLEEVEC	imatinib mesylate, BOSULIF, SPRYCEL	MENOSTAR	estradiol
GLUMETZA	metformin, metformin ext-rel	MIACALCIN INJECTION	alendronate, calcitonin-salmon, ibandronate,
			risedronale, FORTEO, PROLIA, TYMLOS



DRUG NAME(S)	PREFERRED OPTION(\$)*	DRUG NAME(S)	PREFERRED OPTION(S)*
MIACALCIN NASAL SPRAY	calcitonin-salmon	OXYTROL	darifenacin ext-rel, oxybutynin ext-rel,
MICARDIS, MICARDIS HCT	candesartan, candesartan-hydrochlorothiazide, eprosartan, irbesartan, irbesartan-hydrochlorothiazide, losartan,		tolterodine, tolterodine ext-rel, trospium, trospium ext-rel, MYRBETRIQ, TOVIAZ, VESICARE
	losartan-hydrochlorothiazide, olmesartan,	PANCREAZE	CREON, VIOKACE, ZENPEP
	olmesartan-hydrochlorothlazide, telmisartan, telmisartan-hydrochlorothlazide, valsartan, valsartan-hydrochlorothlazide	PENNSAID	diclofenac sodium, diclofenac sodium solution, meloxicam, naproxen, VOLTAREN GEL
MILLIPRED	dexamethasone, methylprednisolone,	PERRIGO NEEDLES 7	BD ULTRAFINE NEEDLES
	prednisolone solution, prednisone	PERTZYE	CREON, VIOKACE, ZENPEP
MINOCIN	minocycline	PEXEVA	citalopram, escitalopram, fluoxeline, paroxetine,
MONODOX	doxycycline hyclate		paroxetine ext-rel, sertraline, FLUOXETINE 60 MG, TRINTELLIX, VIIBRYD
MONOVISC	GEL-ONE, GELSYN-3, SUPARTZ FX, VISCO-3	PLAVIX	clopidogrel, prasugrel, BRILINTA
NAPRELAN	celecoxib, diclofenac sodium, meloxicam,	PRADAXA	warfarin, ELIQUIS, XARELTO
	naproxen	PRECISION XTRA STRIPS AND KITS 6	ONETOUCH ULTRA STRIPS AND KITS 4,
NATESTO	testosterone gel 2%, testosterone solution, ANDRODERM, ANDROGEL 1.62%	PRED FORTE	ONETOUCH VERIO STRIPS AND KITS 4
NESINA	JANUVIA, TRADJENTA	FREDFORTE	dexamethasone, prednisolone acetate 1%, DUREZOL, FLAREX, FML FORTE,
NEUPOGEN	ZARXIO		FML S.O.P., MAXIDEX, PRED MILD
NEXIUM	esomeprazole, lansoprazole, omeprazole,	PREFERAOB	generic prenatal vitamins, CITRANATAL
	pantoprazole, DEXILANT	PREFEST	estradiol-norethindrone, PREMPHASE, PREMPRO
NILANDRON	bicalutamide, XTANDI, ZYTIGA	PRENATAL PLUS	generic prenatal vitamins, CITRANATAL
NITROMIST	nitroglycerin lingual spray, nitroglycerin sublingual	PREVACID	esomeprazole, lansoprazole, omeprazole, pantoprazole, DEXILANT
NORITATE	metronidazole, FINACEA, SOOLANTRA	PRIMLEV	hydrocodone-acetaminophen, hydromorphone,
NORVASC	amlodipine		morphine, oxycodone-acetaminophen, NUCYNTA
NOVACORT	desonide, hydrocorlisone	PROTONIX	esomeprazole, lansoprazole, omeprazole,
NOVO NORDISK NEEDLES 7	BD ULTRAFINE NEEDLES	THO FORM	pantoprazole, DEXILANT
NUTROPIN AQ	HUMATROPE, NORDITROPIN	PROTOPIC	tacrolimus, ELIDEL
NUVIGIL	armodafinil	PROVENTIL HFA	levalbuterol tartrate CFC-free aerosol, PROAIR HFA, PROAIR RESPICLICK
OLEPTRO	trazodone	QNASL	flunisolide, fluticasone, mometasone,
OLUX-E	clobetasol foam		triamcinolone, DYMISTA
OLYSIO	EPCLUSA (genotypes 1, 2, 3, 4, 5, 6),	QSYMIA	BELVIQ, BELVIQ XR, CONTRAVE, SAXENDA
04/44/210	HARVONI (genotypes 1, 4, 5, 6)	RAYOS	dexamethasone, methylprednisolone,
OMNARIS	flunisolide, fluticasone, mometasone, triamcinolone, DYMISTA	RELION INSULIN	prednisolone solution, prednisone NOVOLIN INSULIN
OMNITROPE	HUMATROPE, NORDITROPIN	RELISTOR	MOVANTIK
ONGLYZA	JANUVIA, TRADJENTA	RHINOCORT AQUA	flunisolide, fluticasone, mometasone,
ORENCIA CLICKJECT	COSENTYX, ENBREL, HUMIRA, KEVZARA,		triamcinolone, DYMISTA
ORENCIA INTRAVENOUS	OTEZLA, STELARA SUBCUTANEOUS COSENTYX, ENBREL, HUMIRA, KEVZARA,	RIMSO-50	Consult doctor
ORENOIA INTRAVENOUS	OTEZLA, STELARA SUBCUTANEOUS	RIOMET	melformin, melformin ext-rel
ORENCIA SUBCUTANEOUS	COSENTYX, ENBREL, HUMIRA, KEVZARA, OTEZLA, STELARA SUBCUTANEOUS	ROZEREM	eszopicione, zolpidem, zolpidem ext-rei, zolpidem sublingual, BELSOMRA, SILENOR
ORTHOVISC	GEL-ONE, GELSYN-3, SUPARTZ FX,	SAIZEN	HUMATROPE, NORDITROPIN
OSENI	VISCO-3 JANUMET, JANUMET XR, JENTADUETO,	SEROQUEL XR	aripiprazole, clozapine, olanzapine, quetiapine, risperidone, ziprasidone, LATUDA, VRAYLAR
OWEN MUMFORD NEEDLES 7	JENTADUETO XR	SIMPONI	COSENTYX, ENBREL, HUMIRA, KEVZARA, OTEZLA, STELARA SUBCUTANEOUS
	BD ULTRAFINE NEEDLES	SPRIX	diclofenac sodium, meloxicam, naproxen
		STENDRA	CIALIS



DRUG NAME(S)	PREFERRED OPTION(S)*	DRUG NAME(S)	PREFERRED OPTION(S)*
STRIANT	testosterone gel 2%, testosterone solution, ANDRODERM, ANDROGEL 1.62%	VANOXIDE-HC	adapalene, benzoyl peroxide, clindamycin solution, clindamycin-benzoyl
SUMAVEL DOSEPRO	eletriptan, naratriptan, rizatriptan, sumatriptan, zolmitriptan, ONZETRA XSAIL, ZEMBRACE SYMTOUCH, ZOMIG NASAL SPRAY		peroxide, erythromycin solution, erythromycin-benzoyl peroxide, tretinoin, ACANYA, ATRALIN, BENZACLIN, DIFFERIN, EPIDUO, RETIN-A MICRO, TAZORAC
SURE-TEST STRIPS AND KITS 6	ONETOUCH ULTRA STRIPS AND KITS 4, ONETOUCH VERIO STRIPS AND KITS 4	venlafaxine ext-rel tablet (except 225 mg)	desvenlafaxine ext-rel, duloxetine, venlafaxine, venlafaxine ext-rel capsule
SYNJARDY	INVOKAMET, INVOKAMET XR, XIGDUO XR	VENLAFAXINE EXT-REL TABLET (except 225 MG)	desvenlafaxine ext-rel, duloxetine, venlafaxine, venlafaxine ext-rel capsule
SYNJARDY XR	INVOKAMET, INVOKAMET XR, XIGDUO XR	VENTOLIN HFA	levalbuterol tartrate CFC-free aerosol,
SYNVISC, SYNVISC-ONE	GEL-ONE, GELSYN-3, SUPARTZ FX, VISCO-3		PROAIR HFA, PROAIR RESPICLICK
TALTZ	COSENTYX, ENBREL, HUMIRA, OTEZLA,	VIAGRA	CIALIS
	STELARA SUBCUTANEOUS	VIEKIRA PAK	EPCLUSA (genotypes 1, 2, 3, 4, 5, 6), HARVONI (genotypes 1, 4, 5, 6)
TANZEUM	TRULICITY, VICTOZA	VIEKIRA XR	EPCLUSA (genotypes 1, 2, 3, 4, 5, 6),
TASIGNA	imatinib mesylate, BOSULIF, SPRYCEL		HARVONI (genotypes 1, 4, 5, 6)
TECHNIVIE	EPCLUSA (genotypes 1, 2, 3, 4, 5, 6),	VITAFOL-ONE	generic prenatal vitamins, CITRANATAL
TESTIM	HARVONI (genotypes 1, 4, 5, 6) testosterone gel 2%, testosterone solution,	VOGELXO	testosterone gel 2%, testosterone solution, ANDRODERM, ANDROGEL 1.62%
	ANDRODERM, ANDROGEL 1.62%	XELJANZ	ENBREL, HUMIRA, KEVZARA
testosterone gel 1% [®]	testosterone gel 2%, testosterone solution, ANDRODERM, ANDROGEL 1,62%	XELJANZ XR	ENBREL, HUMIRA, KEVZARA
ТОВІ	tobramycin inhalation solution, BETHKIS	XENAZINE	tetrabenazine
TOBI PODHALER	tobramycin inhalation solution, BETHKIS	XOPENEX HFA	levalbuterol tartrate CFC-free aerosol, PROAIR HFA, PROAIR RESPICLICK
TOUJEO	BASAGLAR, LEVEMIR, TRESIBA	ZEGERID	esomeprazole, lansoprazole, omeprazole,
TRICOR	fenofibrate, fenofibric acid		pantoprazole, DEXILANT
TRIGLIDE	fenofibrate, fenofibric acid	ZEPATIER	EPCLUSA (genotypes 1, 2, 3, 4, 5, 6),
TRILIPIX	fenofibrate, fenofibric acid	ZETIA	HARVONI (genotypes 1, 4, 5, 6)
TRIVIDIA INSULIN SYRINGES 7	BD ULTRAFINE INSULIN SYRINGES		ezetimibe
TRUETEST STRIPS AND KITS 6	ONETOUCH ULTRA STRIPS AND KITS 4, ONETOUCH VERIO STRIPS AND KITS 4	ZETONNA	flunisolide, fluticasone, mometasone, triamcinolone, DYMISTA
TRUETRACK STRIPS AND KITS 6	ONETOUCH ULTRA STRIPS AND KITS 4, ONETOUCH VERIO STRIPS AND KITS 4	ZONEGRAN	carbamazepine, carbamazepine ext-rel, divalproex sodium, divalproex sodium ext-rel, gabapentin, lamotrigine, lamotrigine ext-rel,
TUDORZA	INCRUSE ELLIPTA, SPIRIVA	levetiracetam, levetirac oxcarbazepine, phenob phenytoin sodium exter topiramate, valproic aci	levetiracetam, levetiracetam ext-rel,
ULTIMED INSULIN SYRINGES 7	BD ULTRAFINE INSULIN SYRINGES		phenytoin sodium extended, tiagabine,
ULTIMED NEEDLES 7	BD ULTRAFINE NEEDLES		topiramate, valproic acid, zonisamide, FYCOMPA, OXTELLAR XR, TROKENDI XR,
UROXATRAL	alfuzosin ext-rel, doxazosin, tamsulosin, terazosin, RAPAFLO	ZYFLO, ZYFLO CR	VIMPAT montelukast, zafirlukast, zileuton ext-rel
VALCYTE	valganciclovir		
VALTREX	acyclovir, valacyclovir		



You may be responsible for the full cost of certain non-formulary products that are removed from coverage. Please check with your plan sponsor for more information.

FOR YOUR INFORMATION: Generics should be considered the first line of prescribing. This drug list represents a summary of prescription coverage. It is not all-inclusive and does not guarantee coverage. New-to-market products and new variations of products already in the marketplace will not be added to the formulary immediately. Each product will be evaluated for clinical appropriateness and cost-effectiveness. Recommended additions to the formulary will be presented to the CVS Caremark National Pharmacy and Therapeutics Committee (or other appropriate reviewing body) for review and approval. In most instances, a brand-name drug for which a generic product becomes available will be designated as a non-preferred option upon release of the generic product to the market. Specific prescription benefit plan design may not cover certain products or categories, regardless of their appearance in this document. The member's prescription benefit plan may have a different copay' for specific products on the list. Unless specifically indicated, drug list products will include all dosage forms. This list represents brand products in CAPS, branded generics in upper- and lowercase *Italics*, and generic products in lowercase *Italics*. Generics listed in therapeutic categories are for representational purposes only. Listed products may be available generically in certain strengths or dosage forms. Dosage forms on this list will be consistent with the category and use where listed. Log in to www.caremark.com to check coverage and copay' information for a specific medicine.

An exception process may exist for specific clinical or regulatory circumstances that may require coverage of an excluded medication.

- * The preferred options in this list are a broad representation within therapeutic categories of available treatment options and do not necessarily represent clinical equivalency.
- § Generics are available in this class and should be considered the first line of prescribing.
- ¹ Copayment, copay or coinsurance means the amount a member is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.
- ² For use in patients previously treated with an HCV regimen containing an NS5A inhibitor (for genotypes 1-6) or sofosbuvir without an NS5A inhibitor (for genotypes 1a or 3).
- ³ Listing does not include generic CARDIZEM LA.
- ⁴ A ONETOUCH blood glucose meter may be provided at no charge by the manufacturer to those individuals currently using a meter other than ONETOUCH. For more information on how to obtain a blood glucose meter, call: 1-800-588-4456.
- ⁵ Coverage may be altered or copay¹ amounts may vary based on the condition being treated (e.g. psoriasis).
- ⁶ ONETOUCH brand test strips are the only preferred options.
- 7 BD ULTRAFINE syringes and needles are the only preferred options.
- ⁸ Listing reflects the authorized generics for TESTIM and VOGELXO.

Plan member privacy is important to us. Our employees are trained regarding the appropriate way to handle members' private health information. CVS Caremark may receive rebates, discounts and service fees from pharmaceutical manufacturers for certain listed products. This document contains references to brand-name prescription drugs that are trademarks or registered trademarks of pharmaceutical manufacturers not affiliated with CVS Caremark. Listed products are for informational purposes only and are not intended to replace the clinical judgment of the prescriber. The document is subject to state-specific regulations and rules, including, but not limited to, those regarding generic substitution, controlled substance schedules, preference for brands and mandatory generics whenever applicable.

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CITY COLLEGES OF CHICAGO ETHICS ORIENTATION CONTRACTORS/VENDORS

INTRODUCTION/GENERAL PRINCIPLES

As a City Colleges of Chicago (CCC) vendor/contract worker you are subject to the City Colleges of Chicago Ethics Policy. The purpose of this policy is to promote public confidence in the integrity of CCC by establishing consistent standards for the conduct of CCC business by Board members and employees.

The CCC Ethics Policy applies to full-time, part-time, temporary and seasonal employees, as well as to appointees to the Board of Trustees and contract workers.

As a CCC vendor/contract worker, you are expected to work on behalf of CCC in a manner that always complies with laws, rules, regulations and policies. By doing so and by always acting with honesty and integrity you are allowing established values to guide your actions and decisions. That is what it means to follow the principles of ethics.

The information that follows is intended to make you aware of selected elements of the CCC Ethics Policy and other laws and rules that relate to ethical conduct. If you have questions you may contact the CCC Procurement Office.

ETHICS OFFICER

The City Colleges Ethics Officer is designated by the Chancellor to provide guidance to the officials and employees of the District concerning the interpretation and compliance with the provisions of the City Colleges of Chicago Ethics Policy. The Ethics Officer shall also perform such other duties as may be delegated by the City Colleges of Chicago Board.

ANNUAL ETHICS TRAINING

All CCC employees are required to complete at least annually an ethics training program conducted by the City Colleges of Chicago. This requirement applies to any person employed full-time, part-time, or pursuant to a contract, as well as to any appointee – i.e. Board members. The ethics training reflects aspects of the City Colleges of Chicago Ethics Policy. The City Colleges Ethics Training Administrator will notify you and provide instructions to you concerning when and how to participate in the annual ethics training.

EXCERPTS FROM CCC ETHICS POLICY

GIFT BAN

In many instances, it is unlawful for a CCC employee to accept gifts that are offered in connection with his or her job. An employee cannot solicit or accept a gift from certain individuals or entities that are defined by law as a "prohibited source." Current vendors, as well as vendors interested in doing work for CCC are considered prohibited sources.

As a contractor or vendor doing business with the City Colleges of Chicago you are required to comply with the Gift Ban prohibition of the CCC Ethics Policy. Under the Gift Ban Section of the Policy (Section 1aa) current vendors, as well as vendors interested in doing work for CCC are considered prohibited sources and thereby precluded from providing gifts to CCC employees except as provided in the CCC Policy at Section 4-2(a-l). If you are in doubt about a gift, contact your Ethics Officer and read the City Colleges of Chicago Ethics Policy on Gift Ban. The City Colleges of Chicago Ethics Policy can be found at www.ccc.edu/departments/pages/ethics.aspx.

FIDUCIARY RESPONSIBILITY

All vendor/contract workers, Board members and student officers of the District owe fiduciary responsibility to the Board, District and residents of the District. Fiduciary responsibility is defined as a relationship imposed by law where someone has voluntarily agreed to act in the capacity of a "caretaker" of another's rights, assets and/or well being. The fiduciary owes an obligation to carry out the responsibilities with the utmost degree of "good faith, honesty, integrity, loyalty and undivided service of the beneficiaries' interest."

USE OF DISTRICT PROPERTY

CCC full-time, part-time, temporary and seasonal employees, as well as appointees to the Board of Trustees and contract workers shall not engage in or permit unauthorized use of District property.

POLITICAL ACTIVITY

No person who has done business with the City Colleges of Chicago within the preceding four years or is seeking to do business with the City Colleges of Chicago shall make contributions in an aggregate amount exceeding \$1500.00: (i) to any candidate for city office during a single candidacy; or (ii) to an elected official of the government of the city during any reporting year of his term; or (iii) any official or employee of the City Colleges of Chicago who is seeking election to any other office.

PENALITIES

Any contractor doing business with City Colleges of Chicago found to have violated the City Colleges of Chicago Ethics Policy, may be barred from doing business with City Colleges of Chicago, along with any other penalty provided for in this Policy.

CITY COLLEGES OF CHICAGO ETHICS POLICY

All vendor/contractors workers are required to read and will be held accountable to the City Colleges of Chicago Ethics Policy. The City Colleges of Chicago Ethics Policy can be found at <u>www.ccc.edu/departments/pages/ethics.aspx</u>.

VENDOR/CONTRACTOR ACKNOWLEDGEMENT

I affirm that I have received the above Ethics Orientation for Contractors/Vendors packet. I further affirm that I will read the full text of the City Colleges of Chicago Ethics Policy.

FIRM NAME

SUBMITTED BY

TITLE

Contact Information for the City Colleges of Chicago Ethics Office

Telephone:312/553-2925Email:ethicsoffice@ccc.eduWeb Page:www.ccc.edu/departments/pages/ethics.aspx.

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Appendix 1

Terms & Conditions Regarding Compliance with the Minority Business Commitment and the Women Business Enterprise Commitment

Terms & Conditions Regarding Compliance with the City Colleges of Chicago's Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation Plan

SECTION 1: INTRODUCTION

- 1. The Board of Trustees of Community College District No. 508. (The "Board") has adopted the amended Minority and Women Business Enterprise Plan (The "Plan") to ensure that Minority Businesses and Women Businesses shall have maximum feasible opportunities to participate on City Colleges of Chicago contracts, and to remedy the effects of historical discrimination while minimizing its impact upon Non-MBE and Non-WBE businesses. The Plan includes goals for participation of certified MBE and WBE firms, and the Bidders/Proposers utilization of such firms is considered in determining responsibility in performing this contract.
- 1.1 The purpose of the revised Terms and Conditions is to describe the current requirements of the Plan including the MBE and WBE goals that have been established for this contract and certain administrative and procedural provisions.

Bidders/Proposers are required to submit information specifying the percentage of the total contract that will be performed by certified MBE and WBE firms on the attached Schedules.

SECTION 2: POLICY STATEMENT AND TERMS

- 2.1 It is the policy of the Board to ensure that the City Colleges of Chicago take all possible steps consistent with applicable law to insure that Minority Business Enterprises and Women Business Enterprises are afforded a fair and representative opportunity to participate fully in this institution's contracting.
- 2.2 Consistent with this policy it shall be the responsibility of all contractors to exhaust all feasible means to ensure significant participation by certified MBEs and WBEs.
- 2.3 Failure to carry out the commitments and policies set forth in this Plan shall constitute a material breach of contract and may result in termination of the contract or such other remedy as the Board deems appropriate.

SECTION 3: DEFINITIONS

3.1 The following words as used herein shall have the meanings indicated below unless the context clearly indicates otherwise:

- a. **Board of Trustees or Board** shall mean the Board of Trustees of Community College District No. 508.
- b. **Certified** means any business or individual which has been certified by any of the CCC approved certifying agency to be an MBE or WBE and is on the Board's list of certified MBEs or WBEs.
- c. **Chancellor** shall mean the Chancellor of City Colleges of Chicago or his/her designee.
- d. City College shall mean the City Colleges of Chicago.
- e. **Commercially Useful Function** shall mean the execution of a distinct element of work with actual performance, resources, management and supervision.
- f. **Financial and Administrative Service Committee** shall mean the Financial and Administrative Service Committee of the Board of Trustees of Community College District No.508 or such other committee as the Board of Trustees may from time to time designate.
- g. General Contractor shall mean a firm that has entered into a contract with the Board to provide goods or services.
- h. Joint Venture shall mean an association between two or more independent businesses formed to perform a specific contract.
- i. **Minority or Minority person** shall mean a person who is a citizen or lawful permanent resident of the United States, who is a member of an identified racial/ethnic population group, specifically, Black, Hispanic, Asian, or any other racial/ethnic population group that the Chancellor determines, after notice and hearing, to suffer discrimination in the Chicago area and who has participated, or has attempted to participate, in the Chicago area market.
- j. **MBE or Minority Business Enterprise** shall mean a certified business that is owned and controlled by a Minority or Minorities that is certified as an MBE as defined in Section III (Definitions, 3.1) and has participated, or has attempted to participate, in the Chicago area market.
- k. **Person** shall mean a natural person, or partnership, corporation or joint venture.

- I. **Subcontractor** shall mean a business that has entered into a contract with a General Contractor to provide goods or services pursuant to a contract between the General Contractor and the Board.
- m. WBE or Women Business Enterprise shall mean a certified business that is owned and controlled by a woman or women, that is certified as a WBE as provided in Section III (Definitions, 3.1) and has participated, or has attempted to participate, in the Chicago area market.
- n. **Woman or Female** shall mean a person who is a citizen or lawful permanent resident of the United States who us of female gender.

SECTION 4: PARTICIPATION GOALS

4.1 **Percentages of Participation**

Goals for participation by certified MBE and WBE firms for this Contract shall be not less than the following percentage of the **total contract value**:

MBE Participation goal: 25% WBE Participation goal: 7%

4.2 Bidder/Proposer's Commitment and Responsibility

Each Bidder's commitment to the utilization of certified MBE and WBE firms shall be considered as further evidence of the responsibility of the Bidder/Proposer. Further, the Contractor agrees to use its best efforts to include certified MBE and WBE firms in any Contract modifications, amendments and renewals.

SECTION 5: PROCEDURE TO DETERMINE BID & PROPOSAL COMPLIANCE

5.1 The following documents constitute the Bidder/Proposer's MBE/WBE Compliance Plan and must be submitted with the bid or proposal:

A. Schedule A: Affidavit of MBE/WBE Goal Implementation Plan

Bidders/Proposers must submit, together with the bid/proposal, a <u>completed</u> Schedule A committing them to the utilization of each certified MBE/WBE firm listed.

Except in cases where the bidder/proposer has submitted a complete request for a waiver or variance of the MBE or WBE goals in accordance with Section 8 (below), the bidder/proposer must commit to the expenditure of an estimated percentage of their proposed contract value. Specific dollar amounts of participation by each certified MBE/WBE firm should also be included on the Schedule A as practicable. Additionally, the total dollar commitments proposed for certified MBE firm(s) must at least equal the MBE goal, and the total dollar commitment to propose certified WBEs must at least equal the WBE goal.

All commitments made on the bidder/proposer's Schedule A must correspond with those presented on the Schedule C documents that are described below.

Additionally, a fully completed and executed Schedule A must be submitted with the bid/proposal when due. Failure to submit the completed Schedule A or a waiver request in accordance with this section will be cause for finding bid/proposal non-responsive and may result in rejection of bid/proposal.

B. Schedule C: Letter of Intent

A Schedule C [Schedule C-1 (MBE/WBE Bidder/Proposer or Schedule C-2 (Joint Venture Partner) as described herein] must be completed in its entirety and executed by each certified MBE and WBE firm listed on the Schedule A and submitted with the bid/proposal.

The Schedule C must accurately detail the work to be performed by the certified MBE or WBE firm at the agreed rates and prices to be paid. Additionally, the certified MBE and WBE firm's scope of work, as detailed on their Schedule C must conform to their area of specialty included in the certification letter as described below.

Additionally, all fully completed and executed Schedule Cs must be submitted with the bid/proposal when due. Failure to submit the completed Schedule C(s) in accordance with this section will be cause for finding bid/proposal non-responsive and may result in rejection of bid/proposal.

C. Letters of Certification & Certification Determination

A copy of each proposed MBE and WBE firm's current letter of certification must be submitted with the bid/proposal as a complement to the Schedule A and C. All letters of certification must include a statement of the certified MBE/WBE firm's area of specialty.

In order to be designated as a certified Minority Business Enterprise (MBE) or as a Women Business Enterprise (WBE) in City Colleges of Chicago contracting activity a firm must be verified as such by agencies known and accepted by CCC.

Specifically, the following agencies confer the designation and are accepted by the Office of Contract Compliance:

- 1) The City of Chicago;
- 2) Cook County;
- 3) The State of IL—CMS;
- 4) National Minority Supplier Development Council and its regional affiliates including the Chicago Minority Supplier Development Council and
- 5) Women Business Enterprise National Council and its regional partner organizations including the Women's Business Development Center in Chicago and

Certifications will also be considered from conferring government agencies in other states and major metropolitan cities on a case by case basis.

D. Schedule C-2 & Joint Venture Agreements

If the bidder/proposer's MBE/WBE proposal includes the participation of certified MBE or WBE firms as a joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement, as a part of Schedule A submission.

In order to demonstrate the certified MBE or WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the MBE or WBE firm that is a party to the Joint Venture must complete the Schedule C-2.

Additionally, the joint venture agreement must complement the Schedule C-2 and include <u>specific details</u> related to: (1) contributions of capital and equipment (2) work responsibilities or other performance to be undertaken by the certified MBE/WBE firm; (3) the commitment of management, supervisory and operative personnel employed by the certified 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).

5.2 Correct Completion of Schedules

The MBE/WBE Compliance Plan must have all blank spaces on both of the Schedules applicable to the Contract correctly filled in.

Agreements between a Bidder/Proposer and a certified MBE and certified WBE in which the certified MBE/WBE promises not to provide subcontracting quotations to other Bidders/Proposers are prohibited.

5.3 **Deficient Compliance Plans**

Upon receipt of the Compliance Plan submitted with the bid/proposal, the Office of MBE/WBE Compliance will determine if the bid/proposal is responsive. A bid/proposal may be treated as non-responsive by reason of the determination that the Bidder/Proposer's response did not contain a sufficient level of certified MBE or WBE participation or an approved waiver request.

During the period between bid opening/proposal due date and contract award the MBE/WBE Plan will be evaluated by the Office of M/WBE Contract Compliance for the following:

- 1) MBE and WBE Performance of a commercially useful function
- 2) Analysis of industry standard for sub-contracting (if applicable)
- 3) Scope of services versus certification letter specialty area
- 4) Accurate levels of compliance
- 5) Due diligence efforts to support waiver request (if applicable)
- 6) Certification renewal status
- 7) MBE/WBE execution of Schedule C
- 8) Compliance history on previous contracts with CCC and its sister agencies

The Bidder/Proposer agrees to provide, upon request, earnest and prompt cooperation to the Office of M/WBE Contract Compliance in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed certified MBE or WBE firm in providing such assistance.

Additionally, a bid/proposal may be treated as non-responsive by reason of the determination that the Bidder/Proposer was unresponsive or uncooperative when asked for further information relative to the bid/proposal, or that false statements were made in the Schedules.

SECTION 6: COUNTING MBE/WBE PARTICIPATION TOWARD CONTRACT GOALS

6.1 Only certified MBE and WBE participation shall be counted toward the MBE and WBE goals set in this Contract and applied as follows:

A. Direct Participation

An MBE or WBE firm should be used directly in the performance of the scope of services that the Bidder/Proposer is providing for the District. The MBE or WBE's total contract value can be credited towards the participation goals for direct participation.

B. Indirect Participation

In the event the Bidder/Proposer's specific scope of services does not provide an opportunity for direct subcontracting, the Bidder/Proposer must consider other ways to engage MBEs and WBEs to meet the contract participation goals.

The expenditures with MBE and WBE vendors that are being used in the Bidder/Proposer's overall business operations for goods or services that are ancillary to the CCC contract such as transportation, advertising, accounting, landscaping, office supply can be credited at 100%.

C. Commercially Useful Function (CUF)

A Bidder/Proposer may count toward its MBE and WBE goal only expenditures to certified firms that will perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially useful function when it is responsible for a distinct element of work of a contract and carries out the responsibilities by actually performing, managing, and supervising the work involved using its own resources.

The Office of M/WBE Contract Compliance will use a variety of methods to determine whether or not an MBE or WBE is performing a CUF at any time (preaward, during contract execution and/or during the contract close-out phase) including but not limited to:

- 1) Project site visits;
- 2) Documentation requests and/or
- 3) Interviews with MBE or WBE owners or employees

D. MBE/WBE Subletting

Consistent with normal industry practices, a certified MBE or WBE subcontractor may enter into further subcontracts. If a certified MBE/WBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the certified MBE or WBE shall be presumed not to be performing a commercially useful function. Evidence may be presented, in writing, to the Office of M/WBE Contract Compliance by the contractors involved to rebut this presumption.

E. Counting MBE/WBE Manufacturers

A Contractor may count toward its goals expenditures to certified MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale) at 100%.

F. Counting MBE/WBE Suppliers

A Contractor may count 100% of its expenditures with certified MBE or WBE suppliers toward its compliance goals provided that the supplier performs a commercially useful function in the supply chain process and is a regular dealer.

G. Counting Total Dollar Value Awarded To Certified MBEs/WBEs

The total dollar value of contract awarded to a certified MBE or WBE firm shall only be credited to one of the respective certification statuses. The Contractor employing the certified firm may choose the goal to which the contract value is applied—either MBE or WBE; not both.

Work done by one and the same subcontractor shall be considered, for the purpose of this principle, as work effectively under one subcontract only, in which the subcontractor may be counted toward only one of the goals, but not toward both.

H. MBE/WBE Controlled Firms

If the Bidder or Proposer is a certified MBE most of the total contract value can be counted toward the fulfillment of the MBE goal and similarly, if a WBE is the Bidder or Proposer, most of the total contract value can be counted toward the fulfillment of the WBE goal. However, MBE Bidders/Proposers must obtain a certified WBE subcontractor and a WBE Bidder/Proposer must obtain a certified MBE subcontractor to meet the respective goals.

Additionally, if a firm is certified as both an MBE and WBE, they can only use one of the certification statuses to fulfill one of the goals; not both.

MBE and WBE Bidder/Proposers must submit a Schedule C-1 which outlines their intent to subcontract any portion of their work they do not plan to self-perform.

Moreover, an MBE or WBE Bidder/Proposer must submit a Schedule A, Schedule C(s) for MBE or WBE subcontractors, and certification letters for themselves and any other MBE or WBE they may be utilizing on the contract.

I. Counting Total Dollar Value of Eligible Joint Ventures

A Contractor may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Plan if the certified MBE or WBE participant of the joint venture:

- 1. Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
- 2. Is responsible for a clearly defined portion of work to be performed in proportion to the certified MBE or WBE ownership percentage.

A Schedule C-2 and Joint Venture agreement must be submitted to support utilizing an MBE or WBE as a Joint-Venture participant.

6.2 A Contractor may count toward its MBE/WBE goal the following expenditures to certified firms that are not manufacturers or regular dealers:

A. Fees or Commissions For Providing Services

The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Office of M/WBE Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

B. Fees For Delivering Materials and Supplies

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 Office of M/WBE Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

C. Fees or Commissions For Bonds or Insurance

The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Office of M/WBE Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

SECTION 7: CHANGES TO MBE/WBE PARTICIPATION PLAN

7.1 Termination of Scope of Work Not Permitted

After submitting executed MBE and/or WBE sub-agreements to the Office of M/WBE Contract Compliance, the Contractor shall thereafter neither terminate the subagreement, nor reduce the scope of the work to be performed by the certified MBE or WBE firm, nor decrease the price to the MBE or WBE firm, without in each instance receiving the prior written approval of the Office of M/WBE Contract Compliance.

7.2 Substitutions

If it becomes necessary to substitute an MBE and/or WBE to fulfill the Contractor's MBE and/or WBE commitments, the Office of M/WBE Contract Compliance must be given reasons justifying the release of prior specific MBE and/or WBE commitments established in the Contractor's bid/proposal in order to review the propriety of the proposed substitution.

A substitution of MBE or WBE firms cannot be made without prior approval from the Office of MBE/WBE Compliance. In addition to the explanation provide above, the approval process must include a revised Schedule A, a Schedule C for the replacement firm(s) and current certification letter(s).

The approval process should also include concurrence from the affected MBE or WBE received either proactively from the Prime Vendor or by the Office of MBE/WBE Compliance.

SECTION 8: WAIVERS of MBE and WBE GOALS

8.1 Inability to Meet Participation Goals

If a Bidder/Proposer is unable to identify certified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for a contract, the bid/proposal must include a Schedule D (written request for waiver).

Submission of the Schedule D is not an automatic approval of the requested waiver. The approval of the requested waiver will be based, in part by the supporting documentation demonstrating the Bidder/Proposer's inability to obtain sufficient certified MBE and WBE firms, notwithstanding good faith attempts to achieve such participation.

Examples of such good faith efforts may include, but are not limited to, the following:

- a) Attendance at the Pre-bid/proposal conference.
- b) The Bidder/Proposer's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies.
- c) Advertisement in trade association newsletters and minority-oriented and general circulation media for specific sub-bids/proposals.
- d) Timely notification of specific sub-bids/proposals to minority and women assistance agencies and associations.

- e) Description of direct negotiations with certified MBE and WBE firms for specific sub-bids/proposals, including:
- f) the name, address and telephone number of the certified MBE and WBE firms contacted;
- g) a description of the information provided to certified MBE and WBE firms regarding the portions of the work to be performed; and
- h) the reasons why additional certified MBE and WBE firms were not obtained in spite of negotiations.
- A statement of the efforts made to select portions of the work proposed to be performed by certified MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the Contract) in order to increase the likelihood of achieving such participation.
- j) A detailed statement of the reasons for the Bidder/Proposer's conclusion that each certified MBE and WBE contacted, were not qualified.
- k) Efforts made by the Bidder/Proposer to expand its search for certified MBE and/or WBE firms beyond usual geographic boundaries.
- I) General efforts made to assist MBE and WBE firms to overcome participation barriers.

8.2 Unacceptable Basis for Waiver Request

If the bidder/proposer does not meet the MBE/WBE goal, price alone shall not be an acceptable basis for which the bidder may reject a certified MBE/WBE subbid/proposal unless the bidder can show to the satisfaction of the Office of M/WBE Contract Compliance that no reasonable price can be obtained from a certified MBE/WBE.

A determination of reasonable price is based on such factors as the estimate for the work under a specific subcontract, the bidder's own estimate for the specific subcontract, and the average of the bona fide prices quoted for the specific subcontract. A bid from a certified MBE/WBE for a subcontract will be presumed to be unreasonable if the MBE/WBE price exceeds the average price quoted by more than 15 percent.
8.3 **Subsequent Waiver by Request of Contractor**

During the performance of a contract, a contractor may request a partial waiver from compliance with its original MBE or WBE proposal for the following reasons:

- a) Due to substantially changed circumstances the contractor is unable to meet the previously stated MBE or WBE goal(s);
- b) Despite every good faith effort on the part of the contractor, it is unable to meet the previously stated MBE or WBE goal(s)

8.4 Waiver Initiated by City Colleges of Chicago

The Chancellor or their designee may grant a waiver from MBE or WBE requirements for an individual contract upon a determination that there are insufficient certified MBEs or WBEs available to fulfill such requirements for that particular contract.

A determination by the Chancellor to waive MBE or WBE requirements for an individual contract must be stated in writing, and placed in the appropriate project file.

SECTION 9: REPORTING AND RECORD-KEEPING REQUIREMENTS

9.1 Execution of Subcontract By Contractor

The Contractor, within five (5) working days after Contract award, shall execute a formal subcontract or purchase order in compliance with the terms of the Contractor's bid/proposal and MBE and WBE assurances and should be submitted to the Office of MBE/WBE Compliance within three (3) business days if requested by the Office of MBE/WBE Compliance.

In addition, each subcontract between the Bidder/Proposers and any certified MBE or WBE firm performing work on the Contract shall include remedies for noncompliance with the commitment to MBE and WBE participation, including an agreement to pay damages to the certified MBE and WBE firms which were underutilized.

9.2 Payments to MBE and WBES

During the performance of the Contract, the Contractor shall file regular MBE and WBE payment reports, on the form entitled "Monthly and Quarterly Report of Payments to MBE and WBE Subcontractors."

Additionally, invoices and/or other documentation must be submitted to the Office of MBE/WBE Compliance within five (5) days upon request to support the utilization of MBEs and WBEs.

9.3 Maintenance of Relevant Records

The Contractor shall maintain records of all relevant data with respect to the utilization of certified MBE and WBE firms, including without limitation payroll records, tax returns and records, and book of accounts, and retain such records for a period of at least three (3) years after final acceptance of the work. Full access to such records shall be granted to the Office of M/WBE Contract Compliance or its designee, on five (5) business days' notice in order to determine the Contractor's compliance with its MBE and WBE commitments and the status of any certified MBE or WBE firm performing any portion of the Contract.

SECTION 10: NON-COMPLIANCE WITH MBE and WBE PARTICIPATION GOALS

10.1 **Compliance Audits**

Whenever the Office of M/WBE Contract Compliance believes that the contractor or any of its subcontractors may not be operating in compliance with this Plan, it shall conduct an appropriate investigation.

10.2 Notification regarding Non-compliance

Upon indications of inadequate compliance or non-compliance, the Office of M/WBE Contract Compliance will notify the contractor and the subcontractor, in writing.

The Office of M/WBE Contract Compliance, the contractor or subcontractor may request an opportunity to meet to discuss MBE/WBE contract compliance. The contractor or subcontractor shall make such request to the Office of M/WBE Contract Compliance in writing within five (5) working days of receiving notice. The meeting shall be scheduled by the Office of M/WBE Contract Compliance at a reasonable date, time and place, with notice to contractor and subcontractor.

10.3 **Determination of non-compliance**

If after notification and subsequent discussions, the Office of M/WBE Contract Compliance determines that a contractor is not meeting or has not met applicable MBE or WBE goals and is not demonstrating or has not demonstrated every good faith to meet the goals, the contractor shall be subject to suitable sanctions as set forth in paragraph 10.3 A (Sanctions) below.

10.4 MBE and WBE Remedies For Prime Vendor Non-Compliance

The unexcused reduction of certified MBE or WBE participation in connection with the Contract including any modification thereof, shall entitle the affected certified MBE and WBE firms to payments pursuant to such agreement. Such provisions shall include an undertaking by the Contractor to submit any dispute concerning such damages to binding arbitration by an independent arbitrator, other than the City Colleges of Chicago, with reasonable expenses, including attorneys' fees, being recoverable by a prevailing certified MBE or WBE. Nothing herein shall be construed to limit the rights of and remedies available to the City Colleges of Chicago.

10.5 Sanctions for Non-compliance

A. Terms and Conditions of Plan Applying To All Contracts

The MBE/WBE requirements of these Terms and Conditions shall be incorporated into all of the contracts between City Colleges and its vendors. In addition to any other remedies City Colleges may have, the following apply:

Where the Office of M/WBE Contract Compliance determines the conditions set forth in Section 10.3 above to exist during the term of the contract, the Office of M/WBE Contract Compliance may recommend that the Board suspend or terminate the contract, in whole or in part, and may also declare the contractor ineligible for future contracts for a period of two (2) years.

The Contractor shall be liable to the City Colleges for any consequential damages incurred as a result of suspension or termination of the contract including damages arising either from delay or increased price in securing performance of the work by other contractors, attorney's fees and court cost.

Where the Office of M/WBE Contract Compliance determines the conditions set forth in paragraph 10.3 above to exist at the conclusion of a contract, the Office of M/WBE Contract Compliance may declare the contractor ineligible for future contracts for a period of two (2) years.

If a Contractor has provided false or misleading information in connection with certification, bid or proposal documents, compliance progress reports, or any other aspect of this Plan, the Office of M/WBE Contract Compliance may impose any of the sanction described in paragraph 10.5 (Sanctions) and all its subsections.

If there is a bona fide payment dispute between a Contractor and its certified M/WBE subcontractor for work performed under the Plan, the City Colleges may withhold payment of the disputed amount from the Contractor and place such funds in an interest bearing account pending resolution of the dispute, by judicial or other means.

B. Contractor's Right To Appeal Decision

A contractor shall have the right to appeal a decision from the Office of M/WBE Contract Compliance declaring it ineligible for future City College contracts. Such appeal shall be made to the Chancellor or his/her designee.

C. Sanctions Available To The City Colleges of Chicago

The failure of City Colleges to impose any sanction it may have under this Section shall not be deemed a waiver of its right to impose such a sanction for subsequent violations. The listing of sanctions available to City Colleges in paragraph 10.5 A shall not be deemed to exclude any other sanctions or remedies available at law or in equity.

SCHEDULE A MBE / WBE Goal Implementation Plan

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, must first consider involvement with MBE/WBE firms as joint venture partners, direct subcontractors, and suppliers of goods and services directly related to the performance of this contract. A service not directly related to the scope of services, but utilized during the bidder/proposer's normal course of business is considered indirect.

Additionally, all MBE/WBE firms included in this plan must be currently certified as such by at least one of the following agencies acknowledged by the City Colleges of Chicago (City of Chicago, Cook County, State of IL, Chicago Minority Supplier Development Council and regional affiliates and/or the Women's Business Development Center and its regional affiliates).

Project Name& Number_

In connection with the above referenced project I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of:

(Company Name)		
(Printed Name and Signature of bidder/pr	oposer's authorized representative)	
located at:		
	(Address, City & Zip)	
and I can reached at	or via email at	
(phone nur	nber)	

The certified MBE and WBE participants on this project include (attach additional sheets as necessary):

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:		Certification Agencies:
	Supplier 🗖 (100% credit)	
Contract \$:	Contract %:	Indirect Participation
		Direct Participation
Description of Services:		

SCHEDULE A

MBE / WBE Goal Implementation Plan

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE 🖸 WBE 🗖	Certification Agencies:
	Supplier 🗖	
Contract \$:	Contract %:	Indirect Participation
		Direct Participation
Description of Services:		

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE 🗖 WBE 🗖 Supplier 🗖	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation
Description of Services:		

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE 🗖 WBE 🗖	Certification Agencies:
	Supplier	
Contract \$:	Contract %:	Indirect Participation
		Direct Participation
Description of Services:		

SCHEDULE A MBE / WBE Goal Implementation Plan

Total MBE Direct	\$ %	Total MBE Indirect	\$ %
Total WBE Direct	\$ %	Total WBE Indirect	\$ %

Bidder/Proposer's M/WBE Liaison (if other than the submitter of the Schedule):

(Please print-Name, phone & email address)

Affidavit of Bidder/Proposer:

I affirm that I have personally reviewed the material and facts set forth herein describing the Bidder/Proposer's plan to achieve the City Colleges of Chicago's MBE/WBE goals and that to the best of my knowledge the information contained herein is true and no material facts have been omitted. Additionally I understand that material misrepresentation will be grounds for contract termination if the Bidder/Proposer is so selected and will be subject to all laws relative to false statements.

On this	day o	of "	20	, the

(Title of Affiant)

(Name of Company)

appeared before me to acknowledge the execution of the terms contained herein.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(Signature of Notary Public)

My Commission Expires:

(Seal)

Letter of Intent to Perform as Subcontractor, Subconsultant and/or Material Supplier

Project Name and Nu	umber:		
From:		/IBE	DWBE
(Nai	me of Certified Firm/ MBE or WBE)		
To:(Nar	me of Bidder/Proposer)		
The undersigned inte apply):	ends to perform work in connection with the above-referenced	project as	(check all that
a Sole Proprietor	a Corporation		
a Partnership	\Box a Joint Venture $\rightarrow \longrightarrow ff$ proposing a Join or WBE, submit Sci	t Venture v hedule C-2	vith an MBE
a supplier	a Consultant a Sub-contractor		
The undersigned is pr above-named project	repared to provide the following described service(s) and or go t:	ods in con	nection with the
	service(s) or goods from the above-named certified MBE or Wi bayment as stipulated in the Contract Documents, provided belo		red for the following
Price \$	% of Bidder/Proposer contrac	.t	
Terms of Payment:			
	add additional scopes of services or more fully describe the certified MBE or Wa please attach additional sheet(s).	BE firm's pro	oosed scope of work
Sub-Contracting Leve	<u>els</u>		
	rm will not be sub-contracting any of the work described in this elow in order for the form to be considered complete.	Schedule,	a zero (0) <u>must</u> be
% of t	the dollar value of the certified MBE/WBE subcontract will be su	ublet to no	on-MBE contractors.
	the dollar value of the certified MBE/WBE subcontract to other ntractors.	certified N	/BE/WBE
	n 10% percent of the value of the certified MBE or WBE subcon anation and description of the work to be sublet <u>must</u> be provid		

Letter of Intent to Perform as Subcontractor, Subconsultant and/or Material Supplier

The undersigned hereby affirms:

- The current MBE or WBE status of the undersigned is confirmed by the attached Letter(s) of Certification.
- A formal agreement for the above work will be executed with the Prime Contractor, contingent upon their receipt of a contract award notification from the City Colleges of Chicago, within five (5) working days of said notice.
- The undersigned understands that any misrepresentation of the information contained herein may be grounds for terminating any resulting subcontracts and could result in the pursuit of action relative to local, state and/or federal laws regarding false statements.

By:		
	Print Name of MBE or WBE Firm	
Printed Name	e & Signature of MBE or WBE's Authorized Representative	Date
On this	day of	,20, the
(Ti	itle of Affiant)	(Name of Company)
appeared before r	me to acknowledge the execution of the term	is contained herein.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

15:00	ture of Noton, Dublic)	
(Sign	ature of Notary Public)	
	, ,	

My Commission Expires:

(Seal)

Letter of Intent to Perform as an MBE or WBE Prime Contractor, Consultant and/or Material

If an MBE or WBE will perform as a Prime Contractor, the firm must certify the portion of work they intend to
self-peform with their own resources and accurately indicate subcontracting levels. This form must be completed
in its entirety.

Project Nam	ne and Number:			
MBE or WBI	E Bidder or Proposer:			
	(Name of Certified Firm/ MBE or V	WBE)		
The undersigne	ed intends to perform work in connection with the above-referenced proje	ct as (check one):		
🗖 a Sole Propr	ietor 🗖 a Corporation			
🗖 a Partnershi	p 🗖 a Joint Venture — 🤍 WBE	pposing a Joint Ver in addition to the <u>esponding</u> Schedule	Schedule A,	a
a supplier	a Consultant a Sub-contractor subn	nitted.		
Self-Perform	nance Levels			
%	of the dollar value the MBE or WBE firm named above will	self-perform.		
Sub-Contra	cting Levels			
%	of the dollar value of the certified MBE/WBE subcont	ract will be sublet	to non-M	BE contractors.
%	of the dollar value of the certified MBE/WBE subcontic contractors.	ract to other cert	ified MBE/	WBE
The undersigne	ed hereby affirms:			
• The	current MBE or WBE status of the above named firm is confirmed by the a	attached Letter(s) of o	ertification.	
	undersigned understands that any misrepresentation of the information or Ilting subcontracts and could result in the pursuit of action relative to local		-	
Ву:				
	Print Name of MBE or WBE Firm			
Prin	ted Name & Signature of MBE or WBE's Authorized Representative		D	ate
On this	day of	,20	_, the	
	(Title of Affiant)	(Name of Company)		
appeared befo	re me to acknowledge the execution of the terms contained herein.			
IN WITNESS W	HEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.			
(Signature of N	lotary Public)			
My Commissio	n Expires:		(Seal)	

Letter of Intent to Perform as an MBE or WBE Joint Venture Partner

Please complete this form in its entirety with the specific information requested (consistent referral to the joint venture agreement will be unacceptable). A copy of the Joint Venture agreement and the letters of certification for each MBE or WBE Joint Venture partner must be attached.

Project Name and Number:		
Α.	Joint Venture Name:	
	Address:	
	Phone:	
	Contact:	
В.	MBE or WBE Joint Venture Partner:	
	MBE 🗖 WBE 🗖 Certifying Agency(s)	
	Address:	
	Phone:	
	Contact:	
C.	Non-MBE/WBE Joint Venture Partner:	
	Address:	
	Phone:	
	Contact:	

D. Ownership of Joint Venture

	MBE/WBE Partner %	Non-MBE/WBE %
MBE WBE ownership of the joint-venture		
Profit		
Loss		
Capital contribution		
Capital contribution	\$	\$
Equipment contribution	Attach a list of equipment being provided by each Joint Venture partner on a separate sheet of paper.	
Other ownership interests	Attach a list of ownership interests of each JV partner that may restrict or limit the participation in the JV being formed for this project.	

Letter of Intent to Perform as an MBE or WBE Joint Venture Partner

E. Control of Joint Venture

Indicate which Joint Venture partner is responsible for the activities noted below and notate if there are any limitations or restrictions.

Activity	Name of responsible Joint Venture Partner	Comments (restrictions or limitations)
JV check signing		
Authority to enter contracts on behalf of the JV		
Obligate the JV for insurance, bonding and/or other financial commitments		
Accounting		
Major purchases		
Negotiation and signing labor agreements		
Supervise field operations		
Estimating		
Engineering		
Hire JV personnel		
Submit JV payrolls		

F. Joint Venture personnel

Indicate the approximate number of employees needed to perform the work of the joint venture and the approximate number of employees that will be contributed by each partner and if any will be hired directly by the JV:

Trade	Non-M/WBE JV Partner (#)	MBE/WBE JV Partner (#)	Joint Venture (indicate if new hire or if employed by which partner)

Letter of Intent to Perform as an MBE or WBE Joint Venture Partner

Date

The undersigned hereby affirms:

- The **current** MBE or WBE status of the undersigned is confirmed by the attached Letter(s) of Certification.
- A formal agreement for the above work will be executed with the Prime Contractor, contingent upon their receipt of a contract award notification from the City Colleges of Chicago, within five (5) working days of said notice.
- The undersigned understands that any misrepresentation of the information contained herein may be grounds for terminating any resulting subcontracts and could result in the pursuit of action relative to local, state and/or federal laws regarding false statements.

By:			
		BE Joint-Venture Partner	
	Printed Name & Signature of MBE or WBE's Au	thorized Representative	Date
Bv:			
	Print Name of non-MBE/	WBE Joint Venture Partner	
	Printed Name & Signature of non-MBE/WBE Jo	int Venture Partner's Authorized Repre	esentative
On this	day of	,20	, the
			_
	(Title of Affiant)	(Name o	of Company)
	((
		6 .1	
appeared be	fore me to acknowledge the execution	n of the terms contained her	ein.
IN WITNESS V	VHEREOF, I HEREUNTO SET MY HAND AND	OFFICIAL SEAL.	
-			
(Signature of Not	ary Public)		
My Commission	n Expires:		(Seal)
	-		



NOTE: Please refer to the attached instructions regarding the Good Faith Efforts required to support a waiver request.

- To: City Colleges of Chicago Office of M/WBE Contract Compliance
- Re: Request for waiver from the City Colleges of Chicago MBE/WBE Contract Participation Plan

The undersigned respectfully requests a waiver of the City Colleges of Chicago's M/WBE Contract Participation Plan as detailed below. The request is made with the express understanding that the approval is not automatic and the circumstances and supporting documentation will be reviewed accordingly.

Project Nan	ne & Numbe	er:	
Type of wa	iver:	Full MBE (25%)	Partial MBE (percentage to be waived)
		Full WBE (7 %)	Partial WBE (percentage to be waived) \Box %
Reason for	waiver:		
	Sole Source	e Manufacturer	
	Distributor	– No Subcontractors	
	Limited sul	ocontracting opportunities	
	Other		
Submitted	y		horized representative
		Name of Bidder/Prope	oser Company
For CCC use only	y:		
Granted:	Full MBE 🗖	Partial MBE	<u>%</u> Full WBE 🗖 Partial WBE 🗖 <u>%</u>
Denied:	enied: Insufficient supporting documentation I Sufficient pool of direct M/WBE vendors		
User Departmer	nt concurrer	nce (for scope issues):	
CCO initials/dat	e:	Complia	ance Director/date



Instructions regarding Good Faith Efforts for supporting a waiver request:

In addition to completing the Schedule D document, the Bidder/Proposer must provide a detailed narrative citing the reason they are seeking a waiver of the MBE/WBE Plan. The narrative must include reference to and attachments (where appropriate) of the following:

- a) Attendance at the Pre-bid/proposal conference.
- b) The Bidder/Proposer's supplier diversity policies regarding the utilization of MBE and WBE firms, plus a description of the procedures used to carry out those policies.
- c) Advertisement in trade association newsletters and minority-oriented and general circulation media for specific sub-bids/proposals.
- d) Timely notification of available sub-bids/proposals to minority and women assistance agencies and associations.
- e) Description of direct negotiations with certified MBE and WBE firms for specific subbids/proposals, including:
 - Names, addresses and telephone numbers of certified MBE and WBE firms contacted;
 - A description of the information provided to certified MBE and WBE firms regarding the portions of the work to be performed; and
 - The reasons why additional certified MBE and WBE firms were not obtained in spite of negotiations.
- f) A description of the efforts made to select portions of the work proposed to be performed by certified MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the Contract) in order to increase the likelihood of achieving such participation.
- g) A detailed statement of the reasons for the Bidder/Proposer's conclusion that each certified MBE and WBE contacted, were not qualified.
- h) Efforts made by the Bidder/Proposer to expand its search for certified MBE and/or WBE firms beyond usual geographic boundaries.
- i) General efforts made to assist MBE and WBE firms to overcome barriers in the marketplace.

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

Community College District No. 508 ("CCC") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any CCC department or CCC Board action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any CCC action will be delayed.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

For purposes of the EDS:

"**Applicant**" means any entity or person making an application to CCC for action requiring CCC or CCC Board approval including bids, solicitations and other contract and lease proposals.

"Disclosing Party" means any entity or person submitting an EDS. If the Disclosing Party is participating in a matter in more than one capacity, please indicate each such capacity in Section I.F. of the EDS.

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

"Person" means a human being.

WHO MUST SUBMIT AN EDS:

An EDS must be submitted by Persons or Entities that are:

1. 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.

2. Entities holding an interest in the Applicant: Whenever a Legal Entity has a beneficial interest (<u>i.e.</u> direct or indirect ownership) of more than 7.5% in the Applicant, each such Legal Entity must file a separate EDS on its own behalf; and

3. Controlling entities: Whenever a Legal Entity directly or indirectly controls the Applicant, each such controlling Legal Entity must file a separate EDS on its own behalf.

CITY COLLEGES OF CHICAGO Community College District No. 508 ("CCC") ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. [] the Applicant

OR

2. [] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest:

OR

3. [] a specified legal entity with a right of control (see Section II.B.1.b.). State the legal name of the entity in which Disclosing Party holds a right of control:

B. Business address of Disclosing Party:

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of contract, transaction or other undertaking (referred to below as the "**Matter**") to which this EDS pertains. (Include project number and location of property, if applicable):

Page **1** of **10**

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[] []	Individual Publicly registered business corporation	[] []	Limited liability company* Limited liability partnership*
[]	Privately held business corporation	[]	Joint venture*
[]	Sole proprietorship	[]	Not-for-profit corporation
[]	General partnership*	(Is th	e not-for-profit corporation also
		a 501	(c)(3))?
[]	Limited partnership*		[]Yes []No
[]	Trust	[]	Other (please specify)

* Note and complete B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity? []Yes []No []N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, that are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name

Title

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name

Title

Page 2 of 10

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity whether held in its or their own name or through intermediaries or nominees. If none, state "None."

NOTE: CCC may require any such additional information from any applicant which is reasonably intended to achieve full or additional disclosure of ownership.

Name	Business Address	Percentage Interest in the Disclosing Party

(Add sheets if necessary)

SECTION III -- COMPLIANCE WITH CCC ETHICS POLICY

The CCC Ethics Policy imposes certain duties and obligations on persons or entities seeking CCC contracts, work, business, or transactions. The full text of CCCs Ethics Policy and a training program is available on line at http://www.ccc.edu/files/Ethics_Policy.pdf and may also be obtained from CCC Ethics Office at 226 W. Jackson Blvd, 12th Floor, Chicago, Illinois, 60606-6998.

By signing this EDS, the Disclosing Party certifies that it and its officers, agents and employees have not by action or omission, breached the CCC Ethics Policy or induced, caused to result in or caused a breach of CCC Ethics Policy by a CCC officer, contractor, agent or employee and will not do so.

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

On the next page, the Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, or consultant whom the Disclosing Party has retained or expects to retain in connection with the Matter and any other person who will be paid a fee for communicating with CCC employees of officials when such communications are intended to influence the issuance of a contract or lease, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees other than Lobbyists who are paid solely through the Disclosing Party's regular payroll. **"Lobbyist"** means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the CCC whether disclosure is required or make the disclosure. (Add sheets if necessary)

Page **3** of **10**

NameBusinessRelationship to Disclosing Party(indicate whetherAddress(subcontractor, attorney,retained or anticipatedlobbyist, etc.)to be retained)	Fees (indicate whether paid or estimated)
--	---

[] Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Substantial owners of business entities that contract with CCC must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[] Yes [] No [] No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[]Yes []No

All of the Contractor's Substantial Owners who directly or indirectly owns 10% or more of the Contractor must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

B. CERTAIN OFFENSES INVOLVING CCC AND SISTER AGENCIES

- 1. Neither the Disclosing Party nor any Controlling Person (as defined below) of the Disclosing Party has ever been convicted or in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony of any kind, or of a criminal offense of whatever degree, involving;
 - (a) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the CCC or of any Sister Agency (as defined below); or
 - (b) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the CCC or any Sister Agency; or
 - (c) conspiring to engage in any of the acts set forth in items (a) or (b) of this Section V.B.1
- 2. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party has made in any civil or criminal proceeding an admission of guilt of any of the conduct set forth in items (a) through (c),inclusive, of Section V.B.1 above, under circumstances where such admission of guilt is a matter of record but has not resulted in criminal prosecution for such conduct.
- 3. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party is charged with or

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indicted for any felony or criminal offense set forth in items (a) through (c), inclusive, of Section V.B.1 above.

As used in this Section V.B, **"Controlling Person"** means any person who (1) is an officer, director, limited liability company manager, managing member, partner, general partner or limited partner of any business entity; or (2) owns, directly or indirectly through one or more intermediate ownership entities, more than 7.5% of the ownership interest in any business entity; or (3) controls, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any business entity. Indicia of control include, without limitation:

- interlocking management or ownership; identity of interests among family members;
- shared facilities and equipment;
- common use of employees; or
- organization of a business entity following the ineligibility of a business entity under this section, using substantially the same management, ownership or principals as the ineligible entity.

As used in this Section V.B., **"Sister Agency"** means (1) the Board of Education of the City of Chicago; (2) Chicago Park District; (3) Chicago Transit Authority; (4) the City of Chicago; (5) Chicago Housing Authority; or (6) the Public Building Commission of Chicago.

C. FURTHER CERTIFICATIONS

- 1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause C.1.b. of this Section V;
 - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the federal government, any state, or any other unit of local government.
- 2. The certifications in subparts 3, 4 and 5 of this Section V.C., concern:
 - the Disclosing Party;

• any "**Applicable Party**" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");

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• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation:

- interlocking management or ownership; identity of interests among family members, shared facilities and equipment;
- common use of employees;
- or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including CCC, using substantially the same management, ownership, or principals as the ineligible entity);
- with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "**Agents**").

- 3. Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:
 - a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the CCC, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct.
- 4. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
- 5. Neither the Disclosing Party, Affiliated Entity or Applicable Party is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.
- 6. The Disclosing Party understands and shall comply with all the applicable rules and regulations of the Board of Trustees of CCC now in effect or hereafter adopted by the Board.
- 7. If the Disclosing Party is unable to certify to any of the above statements in Parts V.B. (Certain Offenses

Involving CCC and Sister Agencies) or V.C. (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part D, under the Municipal Code of Chicago ("**CMC**") Section 2-32-455(b), the term **"financial institution"** means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in CMC Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

[] is [] is not

a "financial institution" as defined in Section 2-32-455(b) of the CMC.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the CMC. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the CMC. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the CCC.

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the CMC) is a predatory lender within the meaning of Chapter 2-32 of the CMC, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

E. CERTIFICATION REGARDING INTEREST IN CCC BUSINESS

Any words or terms that are defined in CCC Ethics Policy have the same meanings when used in this Part E.

1. In accordance with CCC Ethics Policy: To the best of your knowledge after diligent inquiry does any Board Member, official or employee of CCC have a "**special interest**" in his or her own name or in the name of any other person or entity in the Matter?

[]Yes []No

NOTE: If you checked "Yes" to Item E.1., proceed to Items E.2. and E.3. If you checked "No" to Item

E.1., proceed to E.4.

2. Unless sold pursuant to a process of competitive bidding following public notice, no employee or Board member shall have a financial interest in the purchase of any property that belongs to the Board. Before participating in the competitive process, the employee or Board member shall disclose his financial interest.

Does the Matter involve a CCC Property Sale? [] Yes [] No

3. If you checked "Yes" to Item E.1., provide the names and business addresses of the CCC officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

- 4. No employee or spouse of any employee, or entity in which an employee or his or her spouse has a financial interest, has applied for, solicited, accepted or received a loan of any amount from the Disclosing Party, any Applicable Party or any Affiliated Entity; provided, however, that nothing in this section prohibits application for, solicitation for, acceptance of or receipt of a loan from a financial lending institution, if the loan is negotiated at arm's length and is made at a market rate in the ordinary course of the lender's business.
 - []Yes []No
- 5. If you checked "Yes" to Item E.4., provide the names and addresses of the CCC officials or employees who applied for, solicited, accepted or received such loan:

 Name
 Business Address
 Amount of loan

 6. The Disclosing Party further certifies that no prohibited financial or special interest in the Matter will be

acquired by any CCC official or employee.

SECTION VI -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

A. The Disclosing Party understands and agrees that:

- 1. By completing and filing this EDS, the Disclosing Party acknowledges, on behalf of itself and the persons or entities named in this EDS, that the CCC may investigate the creditworthiness of and the information provided about some or all of the persons or entities named in this EDS.
- 2. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the CCC in connection with the Matter, whether procurement or other CCC action, and are material inducements to the CCCs execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- 3. If CCC determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and CCC may pursue any remedies under the contract or agreement (if not rescinded, void

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or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with CCC.

- 4. CCC may make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against CCC in connection with the public release of information contained in this EDS and also authorizes CCC to verify the accuracy of any information submitted in this EDS.
- 5. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the CCC takes action on the Matter. If the Matter is a contract or other agreement being entered into by the CCC's Board of Trustees, the Disclosing Party must also update this EDS as the contract or agreement requires.

B. The Disclosing Party represents and warrants that:

1. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information required by this Disclosure Affidavit.

For purposes of the certifications in VI.B.2. and B.3., the term **"affiliate"** means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including CCC, using substantially the same management, ownership, or principals as the ineligible entity.

- 2. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to CCC or a Sister Agency (as defined in Section V,B). This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.
- 3. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.
- 4. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those contained in this Disclosure Affidavit and will not, without the prior written consent of the CCC, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in VI.B.2., B.3. or B.4. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

	Date:
(Print or type name of Disclosing Party)	
By:	
(sign here)	
(Print or type name of person signing)	
(Print or type title of person signing)	
State of	
County of	
-	, by
No	otary Public.
Commission expires:	

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ETHICS ORIENTATION CONTRACTORS/VENDORS

12/08

CITY COLLEGES OF CHICAGO ETHICS ORIENTATION CONTRACTORS/VENDORS

INTRODUCTION/GENERAL PRINCIPLES

As a City Colleges of Chicago (CCC) vendor/contract worker you are subject to the City Colleges of Chicago Ethics Policy. The purpose of this policy is to promote public confidence in the integrity of CCC by establishing consistent standards for the conduct of CCC business by Board members and employees.

The CCC Ethics Policy applies to full-time, part-time, temporary and seasonal employees, as well as to appointees to the Board of Trustees and contract workers.

As a CCC vendor/contract worker, you are expected to work on behalf of CCC in a manner that always complies with laws, rules, regulations and policies. By doing so and by always acting with honesty and integrity you are allowing established values to guide your actions and decisions. That is what it means to follow the principles of ethics.

The information that follows is intended to make you aware of selected elements of the CCC Ethics Policy and other laws and rules that relate to ethical conduct. If you have questions you may contact the CCC Procurement Office.

ETHICS OFFICER

The City Colleges Ethics Officer is designated by the Chancellor to provide guidance to the officials and employees of the District concerning the interpretation and compliance with the provisions of the City Colleges of Chicago Ethics Policy. The Ethics Officer shall also perform such other duties as may be delegated by the City Colleges of Chicago Board.

ANNUAL ETHICS TRAINING

All CCC employees are required to complete at least annually an ethics training program conducted by the City Colleges of Chicago. This requirement applies to any person employed full-time, part-time, or pursuant to a contract, as well as to any appointee – i.e. Board members. The ethics training reflects aspects of the City Colleges of Chicago Ethics Policy. The City Colleges Ethics Training Administrator will notify you and provide instructions to you concerning when and how to participate in the annual ethics training.

EXCERPTS FROM CCC ETHICS POLICY

GIFT BAN

In many instances, it is unlawful for a CCC employee to accept gifts that are offered in connection with his or her job. An employee cannot solicit or accept a gift from certain individuals or entities that are defined by law as a "prohibited source." Current vendors, as well as vendors interested in doing work for CCC are considered prohibited sources.

As a contractor or vendor doing business with the City Colleges of Chicago you are required to comply with the Gift Ban prohibition of the CCC Ethics Policy. Under the Gift Ban Section of the Policy (Section 1aa) current vendors, as well as vendors interested in doing work for CCC are considered prohibited sources and thereby precluded from providing gifts to CCC employees except as provided in the CCC Policy at Section 4-2(a-l). If you are in doubt about a gift, contact your Ethics Officer and read the City Colleges of Chicago Ethics Policy on Gift Ban. The City Colleges of Chicago Ethics Policy can be found at www.ccc.edu/departments/pages/ethics.aspx.

FIDUCIARY RESPONSIBILITY

All vendor/contract workers, Board members and student officers of the District owe fiduciary responsibility to the Board, District and residents of the District. Fiduciary responsibility is defined as a relationship imposed by law where someone has voluntarily agreed to act in the capacity of a "caretaker" of another's rights, assets and/or well being. The fiduciary owes an obligation to carry out the responsibilities with the utmost degree of "good faith, honesty, integrity, loyalty and undivided service of the beneficiaries' interest."

USE OF DISTRICT PROPERTY

CCC full-time, part-time, temporary and seasonal employees, as well as appointees to the Board of Trustees and contract workers shall not engage in or permit unauthorized use of District property.

POLITICAL ACTIVITY

No person who has done business with the City Colleges of Chicago within the preceding four years or is seeking to do business with the City Colleges of Chicago shall make contributions in an aggregate amount exceeding \$1500.00: (i) to any candidate for city office during a single candidacy; or (ii) to an elected official of the government of the city during any reporting year of his term; or (iii) any official or employee of the City Colleges of Chicago who is seeking election to any other office.

PENALITIES

Any contractor doing business with City Colleges of Chicago found to have violated the City Colleges of Chicago Ethics Policy, may be barred from doing business with City Colleges of Chicago, along with any other penalty provided for in this Policy.

CITY COLLEGES OF CHICAGO ETHICS POLICY

All vendor/contractors workers are required to read and will be held accountable to the City Colleges of Chicago Ethics Policy. The City Colleges of Chicago Ethics Policy can be found at <u>www.ccc.edu/departments/pages/ethics.aspx</u>.

All vendor/contract workers are required to sign the attached acknowledgment and return it to the Procurement Office. The executed acknowledgment will be on file in the Procurement Office.

VENDOR/CONTRACTOR ACKNOWLEDGEMENT

I affirm that I have received the above Ethics Orientation Training for Contractors/Vendors. I further affirm that I will read the full text of the City Colleges of Chicago Ethics Policy and be available for yearly ethics training.

FIRM NAME

SUBMITTED BY

TITLE

Contact Information for the City Colleges of Chicago Ethics Office

Telephone:312/553-2925Email:ethicsoffice@ccc.eduWeb Page:www.ccc.edu/departments/pages/ethics.aspx.



Cyber Liability Requirement

A Cyber and Privacy Policy shall be maintained with limits of not less than \$5,000,000 to address liability for a data breach which may result in the compromise of personal data pertaining to District Trustees, Employees, Students, Administrators, Staff, Visitors and Guests. The Policy shall cover a variety of expenses associated with data breaches, including, but not limited to: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft.