

Agency Exhibits

1. City of Chicago
2. Chicago Park District
3. Chicago Public Schools
4. Chicago Transit Authority
5. City Colleges of Chicago
6. Chicago Transit Authority Retiree Healthcare Trust

Agency Exhibits

City of Chicago

City of Chicago

Group A

2023 Open Enrollment Guide

HMO and PPO Prescription Drug Program

All Employees Other Than

*Sworn Police Officers Below the Rank of Sergeant Represented by
the Fraternal Order of Police (FOP)*

HMO and PPO PRESCRIPTION DRUG PROGRAM

Administered by CVS Caremark



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 **\$11 copay**
Preferred brand name **\$31 copay**
Non-preferred brand name **\$46 copay**

RETAIL - Maintenance or long term medications

The 4th fill and any additional refills
34 day supply or 100 units, whichever is less.

Generic **\$21 copay**
Preferred formulary brand name **\$61 copay**
Non-preferred brand name **\$101 copay**

MAIL ORDER

Long term and maintenance medications for chronic conditions and specialty medication

90 day supply

To get medications through the mail, send your doctor's prescription to:

CVS Caremark
P.O. Box 94667
Palatine, IL 60094-4467

Call Caremark or visit its website, www.caremark.com, for more information about mail order.

Generic **\$21 copay**
Preferred brand name **\$61 copay**
Non-preferred formulary **\$101 copay**

Generic birth control Smoking Cessation medications

\$0 copay

Annual Rx Deductible

\$100 per household

VALUE FORMULARY

Your plan has adopted 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, www.caremark.com for information about the prior authorization process and the list of Value Formulary drugs.

www.caremark.com • 1-866-748-0028

City of Chicago

Group A

Medical Healthcare Plan Extract

Prescription Drug Program

All Employees Other Than

*Sworn Police Officers Below the Rank of Sergeant Represented by the
Fraternal Order of Police (FOP)*

XI. PRESCRIPTION DRUG COVERAGE

Prescription drugs are available at a network of retail locations. Maintenance Medications are also available through the Mail Order Prescription Drug Program (as defined below). All drugs must be Medically Necessary and may only be dispensed if the Food and Drug Administration (FDA) has approved the drug for the purpose for which it is dispensed. There is a formulary (a list of preferred drugs). Your cost for obtaining drugs will be less if you use a generic drug. If there is no generic substitute available, a formulary drug will cost you less out of pocket than a non-formulary equivalent.

Prescription Drug Card and Pharmacy Network

Your medical Plan identification card is also your Prescription Drug Program identification card. You can use your card at any pharmacy that is a Participating Pharmacy.

Contact information for the Pharmacy Benefits Manager (PBM) is included in the Important Contact Information portion of this Summary under “Medical Plan Prescriptions.” If you use a pharmacy that is a Participating Pharmacy, the Pharmacy will collect your required Copayment and you will not have to submit a claim. Generally speaking, drugs purchased from a Participating Pharmacy will cost less due to negotiated discounts than drugs purchased from a Pharmacy that is not a Participating Pharmacy. A Participating Pharmacy will submit the claim for you and collect only the required Copayment. On the other hand, if you use a Pharmacy that is not a Participating Pharmacy, you will have to pay the full cost of the drug and submit a claim form to the PBM. In addition, the amount that you pay a Non-Participating Pharmacy for your prescription may be more than the amount that the Plan will reimburse you.

Please remember to present your identification card to the Pharmacy when you fill a prescription at a Participating Pharmacy. The pharmacy can coordinate payment with the Plan’s Pharmacy Benefit Manager only if it has the necessary information included on your card. If you fail to present the card, you may be required to pay the entire, non-discounted cost of the prescription drug, and may not be able to get the benefit of the discount later or otherwise be fully reimbursed. While some pharmacies will allow you to return with your card within a certain number of days (e.g., 7 to 14) after the purchase to prove your eligibility for benefits and then will process the reimbursement on your behalf, not all pharmacies provide such a grace period. Thus, failure to present your card at the time of initial purchase may result in you having to pay the full, non-discounted price for the drug and may reduce your ultimate reimbursement from the Plan.

If you are unable to provide your prescription drug identification card at the point of purchase and it is not already on file, please call the Pharmacy Benefits Manager so that the PBM can supply the necessary information. If you do not remember the phone number, ask the pharmacist to look it up for you. You must make every effort to provide the Pharmacy with the information.

Covered Services

The drugs and supplies for which benefits are available under this benefit Section are:

- Drugs that require, by federal law, a written prescription, including:
 - Certain contraceptive medications (generic only);
 - Certain smoking cessation medications (generic only);
- Injectable insulin and insulin syringes (mail order only unless specified otherwise); and
- Diabetic supplies, as follows: test strips and lancets (mail order only unless specified otherwise).

Benefits for these drugs and supplies will be provided when:

- A written prescription for them has been issued to a Participant by a Physician; and
- The drugs are purchased from a pharmacy (in person or through the mail).

Copayments for Prescription Drugs

The benefits received and the Copayment amount for drugs will differ depending upon whether they are obtained from a Participating Pharmacy. These amounts also will vary depending upon whether the prescriptions purchased are:

- **Generic Drugs.** A generic drug is a copy of a brand name drug whose patent has expired. The original manufacturer of a drug receives a patent on the drug and is the only manufacturer who can produce and sell the drug during this patent period. Once the patent expires, other manufacturers may produce and sell the drug. These manufacturers usually sell the drug under its common or generic name.
- **Formulary Brand Name Drugs.** A formulary drug is a brand name drug that has been designated as a preferred drug by the Pharmacy Benefits Manager. A brand name drug is a drug that is protected by trademark registration. The current list of formulary medications (also known as The Preferred Drug List) is available on the Web site of the Pharmacy Benefits Manager or by calling the Pharmacy Benefits Manager. The formulary list may change periodically at the discretion of the Pharmacy Benefits Manager. Such changes are made in part to keep current with new drugs as they become available. Participants who have taken a drug in the last 90 days will be notified of changes in the list of formulary drugs. The presence of a drug on the list of formulary medications is not a statement as to its appropriateness or effectiveness in any particular circumstance; the decision as to which drug should be prescribed and dispensed is to be made by the Participant in consultation with his or her medical Provider.
- **Non-Formulary Brand Name Drugs.** A non-formulary drug is a brand name drug that is not on the list of formulary drugs.

For drugs purchased from a Participating Pharmacy, you pay a Copayment amount as follows:

At a Participating Pharmacy: - Retail (Short term medications, Maintenance Medications - less than 4 refills; 34-day supply or 100 units, whichever is less)	Generic: \$10 copay Brand Name (Formulary) \$30 copay* ** Brand Name (Non-Formulary) \$45 copay* **
- Retail (Maintenance Medications – 4th refill and any additional refills ; 34-day supply or 100 units, whichever is less)	Generic: \$20 copay Brand Name (Formulary) \$60 copay* Brand Name (Non-Formulary) \$90 copay*
- Mail Order (Long-term medications for chronic conditions; 90 day supply)	Generic: \$20 copay Brand Name (Formulary) \$60 copay* Brand Name (Non-Formulary) \$100 copay*
*If the member chooses a brand medication when a generic is available, member pays the cost difference between the brand name and the generic drug PLUS the generic copayment.	
**Where there is no direct generic equivalent available, but there are generic or preferred specialty drugs in the same class, the Generic Step Therapy/Specialty Drug Preferred Therapy Program applies. Under this program you may be required to try an available generic or a preferred specialty formulary drug in the same class of drugs; if you do not try the generic or preferred/formulary drug as required, you will pay the full cost of the brand name drug.	

Out-of-Pocket Limits for Prescription Drugs

The Plan places a limit on the amount of money you will have to pay for covered Prescription Drugs purchased at a Participating Pharmacy each Calendar Year. Once your share of expenses (i.e., the Copayments you pay) for Prescription Drugs purchased at a Participating Pharmacy reaches the Out-of-Pocket Limit, the Plan pays 100% of the expenses for covered Prescription Drugs purchased at a Participating Pharmacy for the rest of the Calendar Year. The Out-of-Pocket limit is listed in the Schedule of Benefits.

Note: There is no Out-of-Pocket Limit for Prescription Drugs purchased at a Non-Participating Pharmacy.

Diabetes Management Programs

If you participate in one of the two diabetes management programs described in Article VII, you may qualify for savings on diabetes medications and supplies, as well as certain blood pressure medications.

Generic Step Therapy Program/Specialty Drug Preferred Therapy Program

In many instances there are a number of drugs available to treat a particular Illness or Injury.

- Under the Generic Step Therapy Program, the Plan will require that you first try an available generic medication in the therapeutic class. If you elect to purchase a brand medication without trying an appropriate generic medication, you will pay the full cost of the drug. 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 applicable brand Copayment. This does not apply to those brand name prescriptions for which there is a direct generic equivalent available. In those instances, if you decide to take the brand when there is a direct generic equivalent available, you will be required to pay the difference in cost plus the generic Copayment.
- Under the Specialty Drug Preferred Therapy Program, the Plan will require that for certain specialty medications you first try a preferred specialty formulary drug or a generic drug. If you do not try the preferred drug, you will pay the full cost of the drug. If you try the preferred drug, and your Physician finds that the medication is not effective in treating your condition, you will be able to receive the non-preferred formulary drug subject to the applicable Copayment. This does not apply to those brand name prescriptions for which there is a direct generic equivalent available. In those instances, if you decide to take the brand when there is a direct generic equivalent available, you will be required to pay the difference in cost plus the generic Copayment.

The Prescription Benefit Manager will communicate with you and/or your Physician about any drugs that you are taking for which there is an available generic medication or specialty preferred formulary drug that would treat your condition.

Mail Order Prescription Drug Program

For Maintenance Medications (as defined in the Definitions section), you may also use the Mail Order Prescription Drug Program as defined here. The Mail Order Prescription Drug Program allows you to obtain a larger supply of Maintenance Medications than is available at a retail Participating Pharmacy. Also, using mail order often saves you money. For information about this program, contact the PBM. See the Important Contact Information portion of this document for telephone and Internet information for the PBM.

How to Use the Mail Order Feature

If you are taking a Maintenance Medication, ask your Physician to give you a prescription for the Mail Order Prescription Drug Program. Typically, mail order prescriptions are written for up to a 90-day supply of medication. The Mail Order Prescription Drug Program will dispense up to a 90-day supply of most Maintenance Medications. Certain medication will not be sent through the mail (for example, certain narcotic drugs and other medications that cannot be safely sent through the mail). If you order a drug that cannot be shipped or dispensed by the Mail Order Prescription Drug Program, you will be notified by the mail order pharmacy. After your original fill on any single prescription at the Mail Order Prescription Drug Program, you may order refills through the Internet, by telephone, or by mail.

Specialty Prescription Drug Program

Specialty Pharmacy is a unique service model designed to help people manage complex conditions and their associated treatments. Certain chronic and/or genetic conditions require special pharmacy products, often in the form of injected, inhaled or infused medicines. These drugs often require special handling and their use often requires extra monitoring. Medicines handled by the specialty pharmacy may include:

- Injectable, inhalable or infusions,
- High cost medicines, and
- Medicines that have special delivery or storage requirements (such as refrigeration).

Certain medications may be obtained only through the Specialty Pharmacy. The Pharmacy Benefits Manager has the sole discretion to determine which medications those are. Typically, your Physician, nurse, pharmacy, or other provider will inform you if a prescribed medication must be obtained through the Specialty Pharmacy. If you have questions concerning what medicines are provided by the Specialty Pharmacy under this plan, you may contact the Specialty Pharmacy directly at the telephone number provided in the Important Contact Information section of this document.

Non-Participating Pharmacy Prescriptions

A Non-Participating Pharmacy prescription is a prescription that you obtain from a pharmacy who is not participating in the network (including, for example, a Provider at a Skilled Nursing Facility). You pay the full cost of the prescription and submit a claim form to the pharmacy benefits manager for reimbursement. You must use the claim form provided by the pharmacy benefits manager. Any claim for benefits must include all the required information.

If you obtain prescriptions from a Non-Participating Pharmacy, benefits will be paid at:

- 60% of the Plan's cost for generic drugs and for brand-name drugs when a generic equivalent is not available, and
- 60% of the Plan's generic drug cost if you get a brand-name drug that has a generic equivalent available.

Limits on Prescription Coverage

Payments for Prescription Drug claims are conditioned upon the following:

- The Prescription Drug must be Medically Necessary.
- The Prescription Drug must treat an Illness or Injury.
- The Prescription Drug must not be an excluded drug.

- The Prescription Drug must be prescribed for a use that the Federal Food and Drug Administration (FDA) has approved for that drug.
- At a retail pharmacy, no more than a 34-day supply or 100 units, whichever is less, may be dispensed in a single fill of a prescription.
- Through the Mail Order Prescription Drug Program, no more than a 90-day supply may be dispensed in a single fill of a prescription.
- Participation in the Generic Step Therapy or Specialty Drug Preferred Therapy Program as described above.
- The Plan Administrator requires Prior Authorization by the Pharmacy Benefits Manager (“the PBM”), Claims Administrator, or the Medical Review Advisor for certain drugs or certain uses. This includes human growth hormone and all specialty drugs available from the Specialty Pharmacy, such as Humira Pen, Gleevec, and Enbrel Sclik. For a list of other drugs or uses for which Prior Authorization is required, contact the PBM.

The Plan Sponsor reserves the right to modify the above list from time to time as new drugs reach the marketplace, or as the FDA approves established drugs to treat other diagnoses, or if it is determined that the drug is being used for off-label, cosmetic or wellness purposes. "Off-label" means that the drug is being used for a purpose not approved by the FDA when it approved the drug for sale in the United States or through subsequent applications by the manufacturer. The dispensing Pharmacy will notify you if a drug is added to this list.

- The Plan Sponsor reserves the right to limit the number of units filled per prescription for certain drugs or for non-daily dosages. For example, benefits for Prescription Drug claims for the one pill per week dosages of Prozac at retail are not available at a rate of 30 units per prescription. Instead, such prescriptions will be available in a one-month's supply at retail, which means that four pills is the quantity limit. The Plan Sponsor reserves the right to determine which drugs will be so limited and to modify at any time such determinations with respect to limits. You will be notified by the dispensing Pharmacy of any applicable limitations.
- Drugs will not be dispensed in amounts in excess of the manufacturer's recommended dosage limits including, but not limited to, length of treatment limits, quantity limits, age limits, gender limits, poly-pharmacy limits or other drug-to-drug interactions that will from time to time be identified by manufacturers.
- Prescription drug data will be retrospectively reviewed to determine if there are any atypical or unusual dispensing patterns. If such patterns or atypical results are identified, the pharmacy benefits manager will notify the dispensing Physician of such activity.

- The Plan will review medical and prescription data from time to time to determine if the prescription drug dispensing activity is within established limits.
- The Copayments for Prescription Drugs do not contribute to any Deductible.
- Copayments for Prescription Drugs purchased only from a Participating Pharmacy will count towards the Prescription Drug Out-of-Pocket Limit as set forth in the Blue Choice Options PPO Plan Schedule of Benefits.
- Benefits will not be provided for any refills if the prescription is more than one year old.

XII. PRESCRIPTION DRUG EXCLUSIONS: WHAT'S NOT COVERED BY THE PLAN

No benefits will be paid for claims with respect to the following:

- Drugs prescribed for a use not approved by the FDA.
- Class II narcotics through the Mail Order Prescription Drug Program.
- Retin-A for cosmetic use and for anyone over 25 years of age.
- Botox for cosmetic purposes.
- Any other cosmetic agents.
- Over the counter medications except Insulin, aspirin and folic acid if prescribed by a Physician.
- Prescription medications that are available in a non-prescription strength that is medically effective.
- Anabolic steroids.
- Prescriptions and/or uses that are not Medically Necessary.
- Brand name contraceptives (unless there is no generic available or the available generics are medically inappropriate).
- Brand name smoking cessation drugs (unless there is no generic available or the available generics are medically inappropriate).
- Non- prescription drugs and vitamins.
- Immunizations and inoculations.
- Drugs that are considered Experimental by generally accepted medical practice standards.
- Drugs for smoking cessation without prescriptions.
- Drugs for weight loss.
- Drugs for which there is no charge.
- Nutritional supplements.
- Prescription vitamins, except for prescription strength calcium, potaba, mephyton, and folic acid.

- Certain brand name drugs that are identified at www.caremark.com/acdruglist.

Additionally, see the “Medical Plan Exclusions: What’s Not Covered by the Plan” section (beginning on page 65) for general exclusions regarding benefits as they also apply to the Prescription Drug program.

City of Chicago

Group B

2023 Open Enrollment Guide

HMO and PPO Prescription Drug Program

*Sworn Police Officers Below the Rank of Sergeant Represented by
the Fraternal Order of Police (FOP)*

HMO and PPO PRESCRIPTION DRUG PROGRAM

Administered by CVS Caremark



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 formulary brand name **\$60 copay**
Non-preferred brand name **\$90 copay**

MAIL ORDER

Long term and maintenance medications for chronic conditions and specialty medication

90 day supply

To get medications through the mail, send your doctor's prescription to:

CVS Caremark
P.O. Box 94667
Palatine, IL 60094-4467

Call Caremark or visit its website, www.caremark.com, for more information about mail order

Generic **\$20 copay**
Preferred brand name **\$60 copay**
Non-preferred formulary **\$90 copay**

Generic birth control Smoking Cessation medications

\$0 copay

Annual Rx Deductible

\$100 per household

VALUE FORMULARY

Your plan has adopted 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, www.caremark.com for information about the prior authorization process and the list of Value Formulary drugs.

www.caremark.com • 1-866-748-0028

City of Chicago

Group B

Medical Healthcare Plan Extract

Prescription Drug Program

*Sworn Police Officers Below the Rank of Sergeant Represented by the
Fraternal Order of Police (FOP)*

XI. PRESCRIPTION DRUG COVERAGE

Prescription drugs are available at a network of retail locations. Maintenance Medications are also available through the Mail Order Prescription Drug Program (as defined below). All drugs must be Medically Necessary and may only be dispensed if the Food and Drug Administration (FDA) has approved the drug for the purpose for which it is dispensed. There is a formulary (a list of preferred drugs). Your cost for obtaining drugs will be less if you use a generic drug. If there is no generic substitute available, a formulary drug will cost you less out of pocket than a non-formulary drug.

Prescription Drug Card and Pharmacy Network

Your medical Plan identification card is also your Prescription Drug Program identification card. You can use your card at any pharmacy that is a Participating Pharmacy.

Contact information for the Pharmacy Benefits Manager (PBM) is included in the Important Contact Information portion of this Summary under “Medical Plan Prescriptions.” If you use a pharmacy that is a Participating Pharmacy, the Pharmacy will collect your required Copayment and you will not have to submit a claim. Generally speaking, drugs purchased from a Participating Pharmacy will cost less due to negotiated discounts than drugs purchased from a Pharmacy that is not a Participating Pharmacy. A Participating Pharmacy will submit the claim for you and collect only the required Copayment. On the other hand, if you use a Pharmacy that is not a Participating Pharmacy, you will have to pay the full cost of the drug and submit a claim form to the PBM. In addition, the amount that you pay a Non-Participating Pharmacy for your prescription may be more than the amount that the Plan will reimburse you.

Please remember to present your identification card to the Pharmacy when you fill a prescription at a Participating Pharmacy. The pharmacy can coordinate payment with the Plan’s Pharmacy Benefit Manager only if it has the necessary information included on your card. If you fail to present the card, you may be required to pay the entire, non-discounted cost of the prescription drug, and may not be able to get the benefit of the discount later or otherwise be fully reimbursed. While some pharmacies will allow you to return with your card within a certain number of days (e.g., 7 to 14) after the purchase to prove your eligibility for benefits and then will process the reimbursement on your behalf, not all pharmacies provide such a grace period. Thus, failure to present your card at the time of initial purchase may result in you having to pay the full, non-discounted price for the drug and may reduce your ultimate reimbursement from the Plan.

If you are unable to provide your prescription drug identification card at the point of purchase and it is not already on file, please call the Pharmacy Benefits Manager so that the PBM can supply the necessary information. If you do not remember the phone number, ask the pharmacist to look it up for you. You must make every effort to provide the Pharmacy with the information.

Covered Services

The drugs and supplies for which benefits are available under this benefit Section are:

- Drugs that require, by federal law, a written prescription;

- Injectable insulin and insulin syringes (mail order only unless specified otherwise); and
- Diabetic supplies, as follows: test strips and lancets (mail order only unless specified otherwise).

Benefits for these drugs and supplies will be provided when:

- A written prescription for them has been issued to a Participant by a Physician; and
- The drugs are purchased from a pharmacy (in person or through the mail).

Copayments for Prescription Drugs

The benefits received and the Copayment amount for drugs will differ depending upon whether they are obtained from a Participating Pharmacy. These amounts also will vary depending upon whether the prescriptions purchased are:

- **Generic Drugs.** A generic drug is a copy of a brand name drug whose patent has expired. The original manufacturer of a drug receives a patent on the drug and is the only manufacturer who can produce and sell the drug during this patent period. Once the patent expires, other manufacturers may produce and sell the drug. These manufacturers usually sell the drug under its common or generic name.
- **Formulary Brand Name Drugs.** A formulary drug is a brand name drug that has been designated as a preferred drug by the Pharmacy Benefits Manager. A brand name drug is a drug that is protected by trademark registration. The current list of formulary medications (also known as The Preferred Drug List) is available on the Web site of the Pharmacy Benefits Manager or by calling the Pharmacy Benefits Manager. The formulary list may change periodically at the discretion of the Pharmacy Benefits Manager. Such changes are made in part to keep current with new drugs as they become available. Participants who have taken a drug in the last 90 days will be notified of changes in the list of formulary drugs. The presence of a drug on the list of formulary medications is not a statement as to its appropriateness or effectiveness in any particular circumstance; the decision as to which drug should be prescribed and dispensed is to be made by the Participant in consultation with his or her medical Provider.
- **Non-Formulary Brand Name Drugs.** A non-formulary drug is a brand name drug that is not on the list of formulary drugs.

For drugs purchased from a Participating Pharmacy, you pay a Copayment amount as follows: See also the Schedule of Benefits in Article IV.

At a Participating Pharmacy:	Generic: \$10 copay Brand Name (Formulary) \$30 copay* Brand Name (Non-Formulary) \$45 copay*
- Retail (Short term or maintenance medications)	
- Mail Order (Long-term medications for chronic conditions; 90 day supply)	Generic: \$20 copay Brand Name (Formulary) \$60 copay*
*If the member chooses a brand medication when a generic is available, member pays the cost difference between the brand name and the generic drug PLUS the generic copayment.	
<i>Important Note: Non-formulary drugs are not available through mail order. If there is no generic or alternative brand name formulary medication on the primary/preferred drug list, you may be able to purchase your medication through the mail order program.</i>	

The Copayments for Prescription Drugs do not count towards any Deductible or Out-of-Pocket Limit.

Mail Order Prescription Drug Program

For Maintenance Medications (as defined in the Definitions section), you may also use the Mail Order Prescription Drug Program as defined here. The Mail Order Prescription Drug Program allows you to obtain a larger supply of Maintenance Medications than is available at a retail Participating Pharmacy. Also, using mail order often saves you money. For information about this program, contact the PBM. See the Important Contact Information portion of this document for telephone and Internet information for the PBM.

How to Use the Mail Order Feature

If you are taking a Maintenance Medication, ask your Physician to give you a prescription for the Mail Order Prescription Drug Program. Typically, mail order prescriptions are written for up to a 90-day supply of medication. The Mail Order Prescription Drug Program will dispense up to a 90-day supply of most Maintenance Medications. Certain medication will not be sent through the mail (for example, certain narcotic drugs and other medications that cannot be safely sent through the mail). If you order a drug that cannot be shipped or dispensed by the Mail Order Prescription Drug Program, you will be notified by the mail order pharmacy. After your original fill on any single prescription at the Mail Order Prescription Drug Program, you may order refills through the Internet, by telephone, or by mail.

Specialty Prescription Drug Program

Specialty Pharmacy is a unique service model designed to help people manage complex conditions and their associated treatments. Certain chronic and/or genetic conditions require special pharmacy products, often in the form of injected or infused medicines. Medicines handled by the specialty pharmacy may include:

- Injectable or infusions,
- High cost medicines, and

- Medicines that have special delivery or storage requirements (such as refrigeration).

Certain medications may be obtained only through the Specialty Pharmacy. The Pharmacy Benefits Manager has the sole discretion to determine which medications those are. Typically, your Physician, nurse, pharmacy, or other provider will inform you if a prescribed medication must be obtained through the Specialty Pharmacy. If you have questions concerning what medicines are provided by the Specialty Pharmacy under this plan, you may contact the Specialty Pharmacy directly at the telephone number provided in the Important Contact Information section of this document.

Non-Participating Pharmacy Prescriptions

A Non-Participating Pharmacy prescription is a prescription that you fill at a pharmacy that is not participating in the network. You pay the full cost of the prescription and submit a claim form to the pharmacy benefits manager for reimbursement. You must use the claim form provided by the pharmacy benefits manager. Any claim for benefits must include all the required information.

If you obtain prescriptions from a Non-Participating Pharmacy, benefits will be paid at:

- 60% of the Plan's cost for generic drugs and for brand-name drugs when a generic equivalent is not available, and
- 60% of the Plan's generic drug cost if you get a brand-name drug that has a generic equivalent available.

Limits on Prescription Coverage

Payments for Prescription Drug claims are conditioned upon the following:

- The Prescription Drug must be Medically Necessary.
- The Prescription Drug must treat an Illness or Injury.
- The Prescription Drug must be prescribed for a use that the Federal Food and Drug Administration (FDA) has approved for that drug.
- At a retail pharmacy, no more than a 34-day supply or 100 units, whichever is less, may be dispensed in a single fill of a prescription.
- Through the Mail Order Prescription Drug Program, no more than a 90-day supply may be dispensed in a single fill of a prescription.
- The City reserves the right to limit the number of units filled per prescription for certain drugs or for non-daily dosages. For example, benefits for Prescription Drug claims for the one pill per week dosages of Prozac at retail are not available at a rate of 30 units per prescription. Instead, such prescriptions will be available in a one-month's supply at retail, which means that four pills is the quantity limit.

The City reserves the right to determine which drugs will be so limited and to modify at any time such determinations with respect to limits. You will be notified by the dispensing Pharmacy of any applicable limitations.

- Drugs will not be dispensed in amounts in excess of the manufacturer's recommended dosage limits including, but not limited to, length of treatment limits, quantity limits, age limits, gender limits, poly-pharmacy limits or other drug-to-drug interactions that will from time to time be identified by manufacturers.
- Benefits will not be provided for any refills if the prescription is more than one year old.

Prior Authorization Regarding Prescription Coverage

- The Plan Administrator requires Prior Authorization by the Pharmacy Benefits Manager ("the PBM"), Claims Administrator, or the Medical Review Advisor for certain drugs or certain uses. This includes contraceptives used for non-contraceptive purposes, human growth hormone and all specialty drugs available from the Specialty Pharmacy, such as Humira Pen, Gleevac, and Enbrel Sclik. For a list of other drugs or uses for which Prior Authorization is required, contact the PBM. The City reserves the right to modify the above list from time to time as new drugs reach the marketplace, or as the FDA approves established drugs to treat other diagnoses, or if it is determined that the drug is being used for off-label, cosmetic or wellness purposes. "Off-label" means that the drug is being used for a purpose not approved by the FDA when it approved the drug for sale in the United States or through subsequent applications by the manufacturer. The dispensing Pharmacy will notify you if a drug is added to this list.

Review of Prescription Drug Data

Prescription drug data will be retrospectively reviewed to determine if there are any atypical or unusual dispensing patterns. If such patterns or atypical results are identified, the pharmacy benefits manager will notify the dispensing Physician of such activity. The Plan also will review medical and prescription data from time to time to determine if the prescription drug dispensing activity is within established limits.

XII. PRESCRIPTION DRUG EXCLUSIONS: WHAT'S NOT COVERED BY THE PLAN

No benefits will be paid for claims with respect to the following:

- Drugs prescribed for a use not approved by the FDA.
- Class II narcotics through the Mail Order Prescription Drug Program.
- Retin-A for cosmetic use and for anyone over 25 years of age.
- Botox for cosmetic purposes.
- Any other cosmetic agents.
- Over the counter medications except Insulin, aspirin and folic acid, if prescribed by a Physician.
- Prescription medications that are available in a non-prescription strength that is medically effective.
- Anabolic steroids.
- Prescriptions and/or uses that are not Medically Necessary.
- Contraceptives except as provided under Preventive Services on page 54.
- Non-prescription drugs and vitamins.
- Immunizations and inoculations (except to the extent covered by the wellness benefit described on page 56).
- Drugs that are considered Experimental by generally accepted medical practice standards.

Drugs for smoking cessation except as provided under Preventive Services on page 54.

- Drugs for weight loss.
- Drugs for which there is no charge.
- Nutritional supplements.
- Prescription vitamins, except for prescription strength calcium, potaba, mephyton, and folic acid.

Additionally, see the “Medical Plan Exclusions: What’s Not Covered by the Plan” section (beginning on page 57) for general exclusions regarding benefits as they also apply to the Prescription Drug program.

City of Chicago

Retiree Plan
Medical Healthcare Plan Extract
Prescription Drug Program

Retirees who retired before August 23, 1989

Prescription Drug Program

This Section Applies to Both Plans

Overview of the Prescription Drug Program

Prescription Drugs are available at a network of retail locations. Maintenance Prescription Drugs are also available through the Mail Order Prescription Drug Program. All drugs must be Medically Necessary and may only be dispensed if the FDA has approved the drug for the purpose for which it is dispensed. There is a Formulary (a list of preferred drugs). Your cost for obtaining drugs will be less if you use a generic drug. If there is no generic substitute available, a Formulary drug will cost you less out of pocket.

Benefit Period

The Benefit Period is a period of one year, beginning on January 1 of each year and running until December 31 of that year. For those enrolling for the first time, the first Benefit Period begins on the Coverage Date and ends on December 31 of the same calendar year.

Covered Services

The drugs and supplies for which benefits are available under this benefit Section are:

- Drugs that require, by federal law, a written prescription;
- Injectable insulin and insulin syringes; and
- Diabetic supplies, as follows: test strips and lancets. (However, diabetic supplies are not available under this Prescription Drug Benefit if you are eligible for Medicare. Please see page 95 for information.)

Benefits for these drugs and supplies will be provided when:

- A written prescription for them has been issued to a Covered Person by the Physician; and
- The drugs are purchased from a Pharmacy (in person or through the mail).

Limits on Prescription Coverage

Payments for prescription drug claims are conditioned upon the following:

- The prescription must be Medically Necessary.
- The prescription drug must treat a medical illness or disease.
- The drug must be prescribed for a use that the Federal Food and Drug Administration (FDA) has approved for that drug.

- At a retail Pharmacy, no more than a 30-day supply or 100 units, whichever is less, may be dispensed in a single fill of a prescription.
- Through the Mail Order Prescription Drug Program, no more than a 90-day supply, may be dispensed in a single fill of a prescription.

The Plan Administrator requires prior authorization by the Pharmacy Benefit Manager, Claim Administrator, or the Medical Review Advisor for certain drugs or certain uses, including, but not limited to, the following:

- Human growth hormone;
- Thalidomide;
- Lamisil;
- Sporanox;
- Drugs used to treat impotence; and
- Synvisc.

The Plan Sponsor reserves the right to modify the above list from time to time as new drugs reach the marketplace, or as the FDA approves established drugs to treat other diagnoses, or if it is determined that the drug is being used for off-label, cosmetic or wellness purposes. “Off-label” means that the drug is being used for a purpose not approved by the FDA when it approved the drug for sale in the United States or through subsequent applications by the manufacturer. The dispensing Pharmacy will notify you if a drug is added to this list.

The Pharmacy Benefit Manager and the Plan Sponsor reserve the right to limit the number of units filled per prescription for certain drugs or for non-daily dosages. For example, benefits for prescription claims for the one pill per week dosages of Prozac at retail are not available at a rate of 30 units per prescription. Instead, such prescriptions will be available in a one-month’s supply at retail, which means that four pills is the quantity limit. The Pharmacy Benefit Manager and Plan Sponsor reserve the right to determine which drugs will be so limited and to modify at any time such determinations with respect to limits. You will be notified by the dispensing Pharmacy of any applicable limitations.

Drugs will not be dispensed in amounts in excess of the manufacturer’s recommended dosage limits including, but not limited to, length of treatment limits, quantity limits, age limits, gender limits, poly-pharmacy limits or other drug-to-drug interactions that will from time to time be identified by manufacturers.

Prescription drug data will be retrospectively reviewed to determine if there are any atypical or unusual dispensing patterns. If such patterns or atypical results are identified, the Pharmacy Benefit Manager will notify the dispensing Physician of such activity.

The Plan will review medical and prescription data from time to time to determine if the prescription drug dispensing activity is within established limits.

The Plan will include the amount it spends for Prescription Drugs for a Covered Person in the Lifetime Maximum Expense Limit of \$1,500,000.

The Co-Payments for Prescription Drugs do not contribute to any Out-of-Pocket Expense Limit.

Exclusions from Prescription Drug Benefits

No benefits will be paid for claims on the following Prescription Drugs and/or types of Prescription Drugs:

- Class II narcotics through the Mail Order Prescription Drug Program.
- Retin-A for cosmetic use and for anyone over 19 years of age.
- Botox for cosmetic purposes.
- Any other cosmetic agents,
- Over the counter medications.
- Prescription medications that are available in a non-prescription strength that is medically efficacious.
- Anabolic steroids.
- Prescriptions and/or uses that are not Medically Necessary.
- Contraceptives.
- Non-Prescription Drugs and vitamins.
- Immunizations and inoculations.
- Drugs that are considered Experimental by generally accepted medical practice standards.
- Drugs for smoking cessation.
- Drugs for weight loss.
- Drugs for which there is no charge.
- Drugs to induce fertility.
- Nutritional Supplements.

- Prescription vitamins, except for prescription strength calcium, potaba, mephyton, and folic acid.
- Any drug or biological for which as prescribed and dispensed or administered to an individual, payments would be available under Parts A or B of Medicare for that individual, even though a Deductible may apply under Medicare. In other words, if a drug or biological is covered by Medicare Part B, then it will not be covered by the Retail or Mail Order Prescription Drug Program (see page 94).
- Non-Formulary brand name prescriptions at mail order

See the *Exclusions from Prescription Drug Benefits* section (beginning on page 89) and the *Exclusions: What is Not Covered by the Plans* section (beginning on page 96) for general exclusions regarding benefits as they also apply to the Prescription Drug Program.

In addition, benefits will not be provided for any refills if the prescription is more than one year old.

Prescription Drug Card and Pharmacy Network

Your medical Plan identification card is also your Prescription Drug Program identification card. You can use your card at any Pharmacy that is a “Participating Prescription Drug Provider” (a Pharmacy that has a contract with the Pharmacy Benefit Manager or PBM) or a “network Pharmacy.” The Pharmacy Benefit Manager selected by the City is listed in the Important Contact Information Section. Contact information for the Pharmacy Benefit Manager is included in the Important Contact Information Section. If you use a Pharmacy that is in the PBM’s network, the Pharmacy will collect your required Co-Payment and you will not have to submit a claim. The network Pharmacy will submit the claim for you and collect only the required Co-Payment. On the other hand, if you use a Pharmacy that is not a network Pharmacy, you will have to pay the full cost of the drug and submit a claim form to the PBM. In addition, the amount that you pay a non- participating Pharmacy for your prescription may be more than the amount that the Plan will reimburse you.

Please remember to present your identification card to the Pharmacy when you fill a prescription at a network Pharmacy. The pharmacy can coordinate payment with the Plan’s Pharmacy Benefit Manager only if it has the necessary information included on your card. If you fail to present the card, you may be required to pay the entire, non-discounted cost of the prescription drug, and may not be able to get the benefit of the discount later or otherwise be fully reimbursed. While some pharmacies will allow you to return with your card within a certain number of days (e.g., 7 to 14) after the purchase to prove your eligibility for benefits and then will process the reimbursement on your behalf, not all pharmacies provide such a grace period. Thus, failure to present your card at the time of initial purchase may result in you having to pay the full, non-discounted price for the drug and may reduce your ultimate reimbursement from the Plan.

If you are unable to provide your prescription drug identification card at the point of purchase and it is not already on file, please call the Pharmacy Benefits Manager to supply the necessary information. If you do not remember the phone number, ask the pharmacist to look it up for you. You must make every effort to provide the Pharmacy with the information.

Prescription Program Deductible

There is an annual \$100 Deductible for the Prescription Drug Program that is separate from, and in addition to, the other Plan and Medicare Deductibles. This Deductible is applied to retail Prescription Drugs only; the Deductible does not apply to the Mail Order Prescription Drug Program. A new Deductible period begins on each January 1 thereafter. There is no carryover deductible feature in these Plans.

Types of Prescription Drugs

The benefits received and the Co-Payment amount for drugs will differ depending upon whether they are obtained from a Participating Prescription Drug Provider. These amounts will also vary depending upon whether the prescriptions purchased are:

Generic Drugs: A *generic* drug is a copy of a brand name drug whose patent has expired. The original manufacturer of a drug receives a patent on the drug and is the only manufacturer who can produce and sell the drug during this patent period. Once the patent expires, other manufacturers may produce and sell the drug. These manufacturers usually sell the drug under its common or *generic* name.

Formulary Brand Name Drugs: A *Formulary* drug or *preferred* drug is a brand name drug that has been designated as a preferred drug by the Pharmacy Benefit Manager. A *brand name* drug is a drug that is protected by trademark registration. The current list of Formulary Drugs (also known as *The Preferred Drug List*) is available on the web-site of the Pharmacy Benefit Manager or by calling the Pharmacy Benefit Manager. The Formulary List may change periodically at the discretion of the Pharmacy Benefit Manager. Such changes are made in part to keep current with new drugs as they become available. Covered Persons who have taken a drug in the last 90 days will be notified of changes in the list of Formulary drugs. The presence of a drug on the list of Formulary Drugs is not a statement as to its appropriateness or effectiveness in any particular circumstance; the decision as to which drug should be prescribed and dispensed is to be made by the Covered Person in consultation with his or her medical Provider.

- **Non-Formulary Brand Name Drugs:** A *non-Formulary* drug is a brand name drug that is not on the list of Formulary drugs.

Coinsurance for Retail Prescription Drugs Purchased at a Network Pharmacy

For drugs purchased from a Participating Prescription Drug Provider, each Covered Person must pay a co-payment amount as follows:

Generic Drugs: 20% of the Contracted Cost for each prescription;

Formulary Brand Name Drugs and Diabetic Supplies (when no Generic is available): 20% of the Contracted Cost for each prescription; and

Non-Formulary Brand Name Drugs (when no Generic is available): 20% of the Contracted Cost plus \$15 for each prescription.

Brand Name Drug Purchased when a Generic Drug is Available. If a prescription is filled with a Brand Name Drug when a Generic Drug is available, the Plan will only pay an amount equal to 80% of the Contracted Cost for the Generic Drug. The Covered Person is responsible for 20% of the Contracted Cost for the Generic Drug and the cost difference between the Brand Name Drug and the Generic Drug.

The “Contracted Cost” is the payment rate for Prescription Drugs established in the contract between the City and the Pharmacy Benefit Manager.

Brand Name Drug Purchased When a Generic Drug is Not Available But Other Generic Drugs are Available in the Same Therapeutic Class. If you elect to purchase a Brand Name Drug without trying an appropriate Generic Drug in the Same Therapeutic Class, you will pay the full cost of the medication. If you try the Generic Drug and your Physician finds that the Generic Drug is not effective in treating your condition, you will be able to receive the Brand Name Drug while paying the applicable Co-Payment depending on whether the Brand Name Drug is a non-formulary or formulary drug.

Mail Order Prescription Drug Program

For Maintenance Prescription Drugs (those Prescription Drugs you take on a regular basis for a chronic condition), you must use the Mail Order Prescription Drug Program. (See below regarding “Mandatory Mail Order.”) The Mail Order Prescription Drug Program allows you to obtain a larger supply of Maintenance Prescription Drugs than is available at a Retail Network Pharmacy. For information about this program, contact the Pharmacy Benefits Manager. The Pharmacy Benefits Manager is listed in the Important Contact Information Section.

How to Use the Mail Order Feature

If you are taking a Maintenance Prescription Drug, ask your Physician to give you a prescription for the Mail Order Prescription Drug Program. Typically, mail order prescriptions are written for up to a 90-day supply of medication. The Mail Order Prescription Drug Program will dispense up to a 90-day supply of most Maintenance Prescription Drugs. Certain medication will not be sent through the mail (for example, certain narcotic drugs and other medications that cannot be safely sent through the mail). If you order a drug that cannot be shipped or dispensed by the Mail Program, you will be notified by the Mail Order Prescription Drug Program. After your original fill on any single prescription at the Mail Order Prescription Drug Program, you may order refills through the Internet, by telephone, or by mail.

Mandatory Mail Order

After 2 fills of your Generic or Formulary Brand Drugs at a retail pharmacy, you are required to use mail order for any additional fills through the mail order Prescription Drug program. If you do not use the Prescription Drug Mail Order Program for your 3rd or subsequent fills, you will pay the full Prescription Drug cost of the prescription.

Mail Order Prescription Drug Program Co-Payment Amounts

When obtaining Prescription Drugs and diabetic supplies through the Mail Service Prescription Drug Program, each Covered Person must pay a Co-Payment amount as follows:

Generic Drugs: \$26 for each prescription in 2015; \$27 for each prescription in 2016;

Formulary Brand Name Drug when no Generic Drug is Available: \$68 for each prescription in 2015; \$71 for each prescription in 2016;

Non-Formulary Brand Name Drugs are not available through the Mail Order Prescription Drug Program.

Brand Name Drug Purchased when a Generic Drug is Available. If you order a Formulary brand drug when a generic drug is available, you pay the generic drug Co-Payment (\$26 for 2015) ***plus*** the cost difference between the brand name drug and the generic drug. The Plan will not pay more than it would have paid for the generic drug if you buy a brand drug when a generic drug is available.

The Mail Order Prescription Drug Program Co-Payment may increase each year.

Specialty Drugs: Specialty Drugs are generally obtained through a specialty pharmacy group within the Pharmacy Benefit Manager. Certain medications may be obtained only through the Specialty Pharmacy. The Pharmacy Benefits Manager has the sole discretion to determine which medications those are. Typically, your Physician, nurse, pharmacy or other provider will inform you if a prescribed medication is a Specialty Drug that must be obtained through the Specialty Drug pharmacy. You also may contact the Pharmacy Benefit Manager with any questions as to what drugs are Specialty Drugs. Typically, Specialty Drugs are used to treat certain complex chronic and/or generic conditions and often come in the form of injected or infused medicines. Specialty Drugs also include certain high cost medicines and medicines that have special storage or delivery requirements (such as refrigeration). If you do not try the preferred medication for the specialty 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.

Out of Network Prescriptions

An out of network prescription is a prescription that you obtain from a Provider who is not participating in the network (including, for example, a Provider at a Skilled Nursing Facility). You pay the full cost of the prescription and submit a claim form to the Pharmacy Benefit Manager for reimbursement. You must use the claim form provided by the Pharmacy Benefit Manager. Any claim for benefits must include all the required information. Claims submitted for reimbursement are subject to the Retail Prescription Drug Deductible.

Reimbursement Rates for an Out of Network Prescription

In no case will the Plan's payment exceed the amount the Plan would have paid had the prescription been provided by a Participating Provider. The amount of reimbursement you receive will be calculated on the lower of what you paid or the Plan's contracted amount. After the Retail Prescription Drug Deductible has been met, claims will be reimbursed as follows:

Generic Drugs: The Plan will pay 60% of the Contracted Cost for the generic drug; or

Brand-Name Drugs: If a generic drug is not available, then the Plan will pay 60% of the Contracted Cost for the brand-name drug.

Brand Name Drug Purchased when a Generic Drug is Available. If a generic is available, then the Plan will pay 60% of the Contracted Cost for the generic drug.

You will likely pay more out of your pocket for Prescription Drugs if you use a Pharmacy that is not in the network. Here are two examples to show you how the Plan pays for out of network claims:

Example 1

Mary purchases brand name drug X for \$100 out of network. The Plan's contract provides that the price of brand name drug X from a participating Pharmacy would be \$80. No generic equivalent is available. Provided that all other conditions are met, Mary is eligible for a reimbursement of 60% of \$80, or \$48. (Mary previously met her Deductible.)

Example 2

The same circumstances as above, except that a generic equivalent is available, at the Plan's Contracted

Cost of \$40. Then Mary would be reimbursed 60% of \$40, or \$24.

Prescription Drug Coverage for Medicare Eligible Persons

Generally, persons enrolled in the Medicare Supplement Retiree Healthcare Plan will not receive coverage for any drug for which payments would be available under Medicare Part A (meaning drugs prescribed to someone while hospitalized) or Part B for that individual, even though a Deductible may apply under Medicare. See page 79 for more details.

For the drugs covered by Medicare Part B, your Medicare Approved pharmacist or Provider may have to bill Medicare first. This means that you and the pharmacist and or Provider may have to submit certain information to Medicare to determine if the drug will be covered by Medicare Part B after Medicare processes the claim, either you or the Provider may then submit the claim to the Medicare Supplement Retiree Healthcare Plan prescription drug program for payment if Medicare did not cover the drug. If Medicare has denied coverage of the drug, coverage may be available through the Prescription Drug benefit component of this Plan.

Medicare Prescription Drug Coverage

Medicare offers prescription drug coverage through Medicare prescription drug plans. Individuals entitled to Medicare Part A or enrolled in Medicare part B can enroll for Medicare Prescription Drug Coverage (Medicare Part D) when they are first eligible for Medicare or during Medicare's open enrollment.

As long as the City's prescription drug benefits are creditable coverage, you can choose to stay covered under the City's Plan and join a Medicare plan later and not be subject to the higher Medicare premium penalty. Regardless of whether or not you or a dependent enroll for Medicare Prescription Drug Coverage, you will continue to receive your current prescription drug benefits under the City's Plan (as long as you or your dependent are otherwise eligible to continue the City's coverage).

You may request a copy of the Plan's Notice of Prescription Drug Creditable Coverage at any time from the Benefits Service Center.

Diabetic Supplies for Medicare Covered Persons

Diabetic supplies are not covered by the Prescription Drug Program of the Medicare Supplement Retiree Healthcare Plan. Medicare Part B covers diabetic supplies such as glucose testing monitors, blood glucose test strips, lancet devices and lancets, and glucose control solutions. However, the Plan will pay for that portion of the cost not picked up by Medicare as a medical expense as set forth on page 84.

Diabetic Supplies for Non-Medicare Plan Covered Persons

For those enrolled in the Non-Medicare Eligible Retiree Healthcare Plan, benefits for diabetic supplies are provided through the Mail Order Prescription Drug Program only.

City of Chicago

Pharmacy Benefits for Retirees
Medicare Supplemental Plan
(Informally known as the Green Plan)
and
Non-Medicare Plan
(Informally known as the Yellow Plan)



BENEFITS SUMMARY[†] Medicare Eligible Effective January 1, 2023

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

Medicare Supplement Retiree Healthcare Plan Retired Before 8/23/89

The Medicare Supplement Retiree Healthcare Plan pays the percentages listed below after Medicare pays and you meet any annual deductibles. The maximum amount that the Plan will pay is based on the Medicare allowable charge.* Services must be medically necessary.

Medical Benefits	Coverage
Lifetime Maximum	\$1.5 million per person for medical and prescription drug benefits ¹
Plan Deductible ²	\$100 per person each calendar year (separate from Medicare Part B deductible)
Hospitalization	
Days 1 – 60	You pay \$50 of the Medicare Part A Inpatient Deductible for the first hospital stay in each calendar year. The Plan pays all but \$50 of the Medicare Part A Inpatient Deductible for the first hospital stay each calendar year.
Days 61 – 90	You pay \$0. Plan pays 100% of the Medicare daily co-payment, which is 25% of the Medicare Part A Inpatient Deductible.
Days 91 – 150	You pay \$0. Plan pays 100% of the Medicare daily co-payment, which is 50% of the Medicare Part A Inpatient Deductible.
Additional Days	Additional days may be covered under Medicare Part A and/or the Plan.
Skilled Nursing Facility	
Days 1 – 20	You pay \$0. Medicare pays 100% of first 20 days each Medicare Benefit Period.
Days 21 – 100	You pay \$0. Plan pays 100% of the Medicare daily co-payment, which is 1/8 of the Medicare Part A Inpatient Deductible.
Additional Days	You pay 100%. No Medicare or Plan benefits are paid after 100 days in a Medicare Benefit Period.
Other Covered Services	Plan pays 20% of the Medicare approved amount after Part B deductible and Plan deductible.
Out-of-Country Services	If you are in a foreign country and are hospitalized due to an emergency, the Plan pays 80% of eligible charges for medically necessary services during the first 60 days of your hospitalization. Benefits are subject to a separate \$250 calendar year deductible. The total lifetime maximum that the City's Plan pays is limited to \$50,000.
Diabetic Supplies	Medicare Part B covers diabetic supplies such as glucose testing monitors, blood glucose test strips, lancets, and glucose control solutions. There may be limits on supplies or how to get them. Ask your pharmacy or supplier if they are enrolled in the Medicare program. If they are not, Medicare will not pay and neither will the City's Plan because the City's Plan is only a supplement to Medicare. If you have paid the yearly Part B deductible as well as the City's \$100 annual deductible, the City will pay 20% of the Medicare approved amount.

¹ The lifetime maximum includes expenses paid under both the Non-Medicare and Medicare plans combined.

² Medicare Part A and Medicare Part B: **No expense is covered by the Plan if Medicare does not cover it unless otherwise specified.** If you are only enrolled in Medicare Part A, the Plan will pay benefits as though you are enrolled in both Medicare Part A and Medicare Part B.

Prescription Drug Benefits	Coverage
Caremark Retail Pharmacy – up to a 30 day supply or 100 unit dose (whichever is less)	<p>After you've met the separate \$100 annual prescription drug deductible (does not apply to Means Test Eligible Retirees**), for each prescription, you pay:</p> <ul style="list-style-type: none"> • 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 90 day supply	<p>For each prescription, you pay:</p> <ul style="list-style-type: none"> • \$38 for 2023 (\$7 for Means Test Eligible Retirees) for generic drugs • \$101 for 2023 (\$20 for Means Test Eligible Retirees) for formulary brand name drugs when no generic is available <p>Note: non-formulary brand name medications are not available through the mail order program.</p>
Restrictions: Why choose a generic?	<p>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.</p>
Generic Step Therapy Program for generics available in the therapeutic class	<p>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.</p>
Specialty Medications	<p>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.</p>
Mandatory Mail Order	<p>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 pharmacy, 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.</p>
Out-of-network pharmacy reimbursement	<p>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.</p>

* **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 manager.

**** **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.



PPO STANDARD PLAN BENEFITS SUMMARY[†]

Effective January 1, 2023

For Non-Medicare Eligible Retirees Retired Before 8/23/89

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

The PPO Standard Plan pays as shown below after you meet the annual deductible. The maximum amount that the Plan will pay is based on the Plan's PPO maximum allowance.** Services must be medically necessary. ***This Plan includes the Blue Cross Blue Shield PPO Network.***

Medical Benefits		In Network PPO Providers	Out Of Network Providers
Lifetime Maximum		\$1.5 million per covered person for medical and prescription drugs. The lifetime maximum includes expenses paid under all Non-Medicare and Medicare plans combined.	
Deductible			
Individual	2023	\$525	\$1,229
Family	2023	\$1,575	\$3,687
Out-of-Pocket Expense Limit			
Individual	2023	\$3,070	\$6,137
Family	2023	\$6,140	\$12,274
		In-network and not in network cannot be combined	
Coinsurance		Plan Pays:	
Emergency Room Services		90%**	
MRI Scans, PET Scans, CAT Scans *		80%**	
Occupational and Speech Therapy *			
Prosthetic Devices and Durable Medical Equipment (DME) *			
Ambulance Transportation *			
Skilled Nursing Facility *			
Skilled Home Health Care *			
Hospice Care *			
Outpatient Mental Health and Substance Abuse *			
Diagnostic Testing Incentive Program**			
Diagnostic Lab Tests performed by an independent PPO lab (i.e. Quest) paid in full by Plan if all requirements are met. Members must use a free standing in network lab, e.g., Quest, for diagnostic tests ordered by their physician to have the expense paid in full by the Plan. If a member uses a hospital based laboratory or the claims for lab services are billed by a hospital, the expenses are subject to deductible and co-insurance.**			
Other Covered Services, for example:			
• Hospital Inpatient *		90%**	70%**
• Hospital Outpatient			
• Doctor (Office) Visits			
Note: Routine Screening Exams/Physicals are not covered Preventive care is not covered.			

*These services require pre-certification through Telligen. Call 1-800-373-3727.

**PPO maximum allowance – The amount that providers who have contracted with the claims administrator have agreed to accept as reimbursement. The maximum amount that will be considered by the plan as covered for services is the lowest of the provider's actual charge, the PPO contracted rate or the usual and customary charge.



BENEFITS SUMMARY RETIREE HEALTH PLAN

For Retirees Who Retired Prior To 8/23/89

PRESCRIPTION DRUG COVERAGE

Effective January 1, 2023

†The plan document defines and controls the terms of the benefits provided.

Prescription Drug Benefits	Coverage
Caremark Retail Pharmacy – up to a 30 day supply or 100 unit dose (whichever is less)	<p>After you've met the separate \$100 annual prescription drug deductible (does not apply to Means Test Eligible Retirees*), for each prescription, you pay:</p> <ul style="list-style-type: none"> • 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 90 day supply	<p>For each prescription, you pay:</p> <ul style="list-style-type: none"> • \$38 for 2023 (\$7 for Means Test Eligible Retirees) for generic drugs • \$101 for 2023 (\$20 for Means Test Eligible Retirees) for formulary brand name drugs when no generic is available <p>Note: non-formulary brand name medications are not available through the mail order program.</p>
Restrictions: Why choose a generic?	<p>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 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.</p>
Generic Step Therapy Program for generics available in the therapeutic class	<p>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.</p>
Specialty Medications	<p>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.</p>
Mandatory Mail Order	<p>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 pharmacy, 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.</p>
Out-of-network pharmacy reimbursement	<p>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.</p>

* **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 manager.

*** **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

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

Below is a link to the City of Chicago's website where you can obtain the required MBE/WBE required forms.

https://www.chicago.gov/city/en/depts/dps/provdrs/contract/svcs/forms_and_standardagreements.html

At the link above you will see various groups of links. Under the heading: "MBE /WBE Special Conditions Information," choose "Professional Services MBE, WBE & VBE Special Conditions".

Under the heading "Schedule Ds," choose "Schedule D-1 MBE/WBE Utilization Non-Construction".

Under the heading "Schedules Cs," choose "Schedule C-1 MBE/WBE Letter of Intent to Perform as a Sub, Supplier, Consultant".

Complete the Schedule C-1 and Schedule D-1 documents and submit them with your RFP response.

Economic Disclosure Statement and Affidavit ("EDS") form

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

https://www.chicago.gov/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html

At the link above, choose "EDS Form," print it out, fill it out, sign and notarize it. Note that a separate EDS form is required for each entity owning 7.5% or greater of the "Applicant". If required, refer to the link "EDS Instructions" and "EDS Rules" which can provide some guidance with respect to the various EDS sections.

Provide the executed EDS(s) for submission with your RFP response.

City of Chicago

Standard Pharmacy Benefits Manager Professional Services Agreement (PSA)

The Proposer will be considered to have accepted the terms set forth herein unless the Proposer makes specific written objections to contractual provisions. Proposers must identify specific provisions to which it objects, propose revisions thereto, and identify any other changes needed in a redline utilizing “TrackChanges” or an equivalent feature. References to a prior agreement with an Agency will be considered to be an inadequate response. The Agencies reserve the right to negotiate with the selected Proposer on further edits to this PSA as needed to reflect changes to applicable law and regulations, changes in Agency policy or procedures, or other changes as the Agency deems necessary, and the Proposer shall negotiate in good faith regarding such additional edits.

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**THE CITY OF CHICAGO
AND**



PHARMACY BENEFIT MANAGEMENT SERVICES

**LORI LIGHTFOOT
MAYOR**

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS 1

 1.1 Definitions 1

 1.2 Interpretation 2

 1.3 Order of Precedence..... 2

 1.4 Incorporation of Exhibits 3

ARTICLE 2. DUTIES AND RESPONSIBILITIES OF CONTRACTOR..... 3

 2.1 Scope of Services..... 3

 2.2 Deliverables..... 3

 2.3 Standard of Performance 4

 2.4 Personnel..... 4

 2.5 Minority and Women's Business Enterprises Commitment..... 5

 2.6 Insurance..... 6

 2.7 Indemnification..... 6

 2.8 Ownership of Documents..... 7

 2.9 Copyright Ownership 7

 2.10 Records and Audits 8

 2.11 Confidentiality 9

 2.12 Assignments and Subcontracts 10

ARTICLE 3. DURATION OF AGREEMENT 11

 3.1 Term of Performance..... 11

 3.2 Timeliness of Performance 12

 3.3 Agreement Extension Option 12

ARTICLE 4. COMPENSATION..... 12

 4.1 Basis of Payment..... 12

 4.2 Method of Payment 12

 4.3 Funding 12

 4.4 Non-Appropriation 13

ARTICLE 5. DISPUTES 13

 5.1 Procedure for Bringing Disputes to the Department..... 13

ARTICLE 6. COMPLIANCE WITH ALL LAWS 13

 6.1 Compliance with All Laws Generally..... 13

 6.2 Nondiscrimination..... 14

 6.3 Inspector General..... 15

 6.4 MacBride Ordinance..... 16

 6.5 Business Relationships with Elected Officials 16

 6.6 Wages..... 16

 6.7 Environmental Warranties and Representations 18

 6.8 Prohibition on Certain Contributions..... 18

 6.9 Firms Owned or Operated by Individuals with Disabilities 20

 6.10 Ineligibility to do Business with City 20

 6.11 Duty to Report Corrupt or Unlawful Activity..... 20

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

Code)20	
6.13 Policy on Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code).....	21
6.14 Deemed Inclusion	22
ARTICLE 7. SPECIAL CONDITIONS	22
7.1 Warranties and Representations	22
7.2 Ethics	24
7.3 Joint and Several Liability	24
7.4 Business Documents	24
7.5 Conflicts of Interest.....	24
7.6 Non-Liability of Public Officials	25
7.7 EDS / Certification Regarding Suspension and Debarment	26
ARTICLE 8. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET.....	26
8.1 Events of Default Defined	26
8.2 Remedies	27
8.3 Early Termination.....	- 28 -
8.4 Suspension.....	- 29 -
8.5 Right to Offset.....	- 30 -
ARTICLE 9. GENERAL CONDITIONS.....	- 30 -
9.1 Entire Agreement	- 30 -
9.2 Counterparts.....	- 31 -
9.3 Amendments	- 31 -
9.4 Governing Law and Jurisdiction	- 32 -
9.5 Severability	- 32 -
9.6 Assigns.....	- 32 -
9.7 Cooperation.....	- 32 -
9.8 Waiver	- 33 -
9.9 Independent Contractor	- 33 -
ARTICLE 10. NOTICES.....	- 34 -
ARTICLE 11. AUTHORITY	- 35 -
SIGNATURE PAGE(S).....	36
EXHIBIT 1	37
EXHIBIT 2	38
EXHIBIT 3	39
EXHIBIT 4	- 70 -
EXHIBIT 5	- 71 -
EXHIBIT 6	- 75 -
EXHIBIT 7	- 81 -
EXHIBIT 8	- 82 -
EXHIBIT 9	- 83 -
EXHIBIT 10	- 86 -

List of Exhibits

- EXHIBIT 1 SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE
- EXHIBIT 2 SCHEDULE OF COMPENSATION
- EXHIBIT 3 SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT AND MBE/WBE COMPLIANCE PLAN
- EXHIBIT 4 ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
- EXHIBIT 5 INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE
- EXHIBIT 6 BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT 7 LIST OF KEY PERSONNEL
- EXHIBIT 8 SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)
- EXHIBIT 9 CITY'S DATA PROTECTION REQUIREMENTS
- EXHIBIT 10 SUPPLEMENTAL CONTRACT TERMS RELATING TO EXECUTIVE ORDER 2021-2
- EXHIBIT 11 PROVISIONS REQUIRED IF FEDERAL FUNDS ARE INVOLVED
- EXHIBIT 12 PERFORMANCE GUARANTEES, STANDARDS, AND CREDITS

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 or her behalf.

"Comptroller" means the Comptroller of the City and any representative duly authorized in writing to act on his or her behalf.

"Department" means the City Department of Finance.

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

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

1.2 Interpretation

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

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

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

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

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

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

1.3 Order of Precedence

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

- Exhibit 1 Scope of Work and Time Limits For Performance
- All other parts of this Agreement.

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

1.4 Incorporation of Exhibits

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

Exhibit 1	Scope of Services and Time Limits for Performance
Exhibit 2	Schedule of Compensation
Exhibit 3	Special Conditions Regarding MBE/WBE Commitment
Exhibit 4	Economic Disclosure Statement and Affidavit
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	Business Associate Agreement
Exhibit 7	List of Key Personnel
Exhibit 8	Sexual Harassment Policy Affidavit (Section 2-92-612)
Exhibit 9	City's Data Protection Requirements
Exhibit 10	Supplemental Contract Terms Relating to Executive Order 2021-2
Exhibit 11	Provisions Required if Federal Funds are Involved
Exhibit 12	Performance Guarantees, Standards, and Credits

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 Exhibit 1, Scope of Services and Time Limits for Performance.

2.2 Deliverables

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

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the

purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 8.1.

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

2.3 Standard of Performance

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

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

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

2.4 Personnel

(a) Adequate Staffing

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

(b) **Key Personnel**

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

(c) **Salaries and Wages**

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

2.5 Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago ("**Municipal Code**"), §2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 3. Contractor's completed Schedules C-1 and D-1 in Exhibit 3, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Contractor must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City. For all things relating to MBE/WBE compliance, those functions, including the ones described in Exhibit 10, will be performed by the Department and not the CPO. However, firms will be certified by the City's Department of Procurement Services.

2.6 Insurance

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

2.7 Indemnification

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

- (i) injury, death or damage of or to any person or property;
- (ii) any infringement or violation of any property right (including any patent, trademark or copyright);
- (iii) Contractor's failure to perform or cause to be performed Contractor's promises and obligations as and when required under this Agreement, including Contractor's failure to perform its obligations to any Subcontractor;
- (iv) the City's exercise of its rights and remedies under Section 8.2 of this Agreement; and
- (v) injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

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

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

(d) To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses,

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

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

2.8 Ownership of Documents

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

2.9 Copyright Ownership

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

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

rights to fully assign them. Contractor further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Contractor warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

2.10 Records and Audits

(a) Records

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

(ii) Contractor must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period that is the longer of (A) 5 years after the final payment made in connection with this Agreement (or, 6 years after the final payment made in connection with this Agreement, with respect to any records that are required to be maintained pursuant to the Contractor's obligations under Exhibit 6 and the regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), which was part of the American Recovery and Reinvestment Act of 2009, specifically 45 C.F.R. § 164.530(j)), or (B) as directed by the Local Records Act (50 ILCS 205) and relevant records retention schedule. Contractor must not dispose of such records following the expiration of the relevant period without notification of and written approval from the City in accordance with Article 10.

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

(b) Audits

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

(ii) To the extent that Contractor conducts any business operations separate and

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

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

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

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

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

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

C. If the audit reveals that the Contractor was not paid the full amount required under the Agreement, the City will pay to the Contractor the sum equal to the amount of the deficiency.

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

2.11 Confidentiality

(a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Agreement are property of the

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

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

(c) If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Agreement, Contractor must immediately give notice to the Department 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 subpoena or request is quashed or the time to produce is otherwise extended.

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

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

2.12 Assignments and Subcontracts

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

of any Subcontractors, operate to relieve Contractor of any of its obligations or liabilities under this Agreement.

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

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

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

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

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

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 Sections 4.4 or Article 8, until _____, as that date may be extended under Section 3.3.

3.2 Timeliness of Performance

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

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

3.3 Agreement Extension Option

The Department 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 Exhibit 2 for the completion of the Services in accordance with this Agreement, including the standard of performance in Section 2.3.

4.2 Method of Payment

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

4.3 Funding

The source of funds for payments under this Agreement may include fund numbers _____, _____, and _____ as identified in the City's annual appropriation ordinance. Payments under this Agreement must not exceed \$ _____ without a written amendment in accordance with Section 9.3. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

4.4 Non-Appropriation

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

ARTICLE 5. DISPUTES

5.1 Procedure for Bringing Disputes to the Department

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

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

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

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

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

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 Exhibit 4. Notwithstanding acceptance by the City of the EDS, Contractor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate. Contractor agrees that Contractor's failure to maintain current throughout the term and any extensions of the term, the disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, shall constitute an event of default.

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

6.2 Nondiscrimination

(a) Contractor

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

(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 Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

6.4 MacBride Ordinance

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

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

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

6.5 Business Relationships with Elected Officials

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he or she has derived any income or compensation during the preceding twelve months or from whom or which he or she reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he or she has derived any income or compensation during the preceding twelve months or from whom or which he or she 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 Agreement 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 2014-1 (as described in Section 6.6(a) below); (2) Chicago Minimum Wage rate specified by MCC Chapter 1-24, or (3) the highest applicable State or Federal minimum wage.

(a) Minimum Wage, based on 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. A copy of the Order may be downloaded from the Chicago City Clerk's website at:

<http://www.chicityclerk.com/legislation-records/journals-and-reports/executive-orders>

As provided above, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable rules issued by the CPO. As of July 1, 2020, the Minimum Wage to be paid pursuant to the Order is \$14.75 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 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 6-105 establishing a minimum wage.

(b) Chicago Paid Sick Leave Ordinance

Contractor understands that, to the extent that Paid Sick Leave Ordinance, codified at MCC Chapter 6-105, and as may be amended from time to time, applies to its activities, it must comply with the Ordinance.

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 Department. 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 or her political fundraising committee during (i) the bid or other solicitation process for this Agreement or Other Contract, 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 or her 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 or her 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 Contractor's bid may be rejected.

For purposes of this provision:

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

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

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

6.9 Firms Owned or Operated by Individuals with Disabilities

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

6.10 Ineligibility to do Business with City

Failure by the Contractor or any Controlling Person (defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code shall render this 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 Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)

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

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

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

"Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or (ii) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual; or (iii) such conduct has the purpose or effect of substantially

interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Effective June 1, 2022, in accordance with Chicago City Council Ordinance, entitled “Amendment of Municipal Code Titles 2, 3, 4, 5, 6, 8 and 9 by modifying and expanding sexual harassment prohibitions”, passed on April 27, 2022, record number SO2022-665, “sexual harassment” means any (i) unwelcome sexual advances or unwelcome conduct of a sexual nature; or (ii) requests for sexual favors or conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment; or (iii) sexual misconduct, which means any behavior of a sexual nature which also involves coercion, abuse of authority, or misuse of an individual’s employment position.

“Subcontractor” means any person that enters into a contract with a contractor to perform work on a contract.

As a condition of contract award, Contractor shall, as prescribed by the Department, attest by affidavit that Contractor has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment, and will be compliant with MCC 6-10-040, which may be found on the Chicago City Council legislation website (<https://chicago.legistar.com/Legislation.aspx>) under record number SO2022-665, “Amendment of Municipal Code Titles 2, 3, 4, 5, 6, 8 and 9 by modifying and expanding sexual harassment prohibitions” passed on April 27, 2022. Contractor’s affidavit is included in Exhibit 8, “Sexual Harassment Policy Affidavit”.

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

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

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

“Contract” means any Agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and

includes any contracts not awarded or processed by the Department of Procurement Services.

“Contractor” means the person to whom a contract is awarded.

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

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

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

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

6.14 Deemed Inclusion

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

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 Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City;

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

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

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

(h) warrants and represents that it will comply with all of the commitments it made in responding to the City's Request for Proposal (No. _____) issued _____, 2023 (the "RFP"), except to the extent that there is any conflict between its obligations as set forth in this Agreement and in the RFP and response thereto, in which case, the Agreement controls; and

(i) 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 Department in its 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 Exhibit 4, 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 Department 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

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

(c) Any change in ownership or control of Contractor without the prior written approval of the Department (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 Department may in its 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 Department. Whether to declare Contractor in default is within the sole discretion of the Department and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Department 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 Department gives a Default Notice, it will also indicate any present intent it may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Department 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 Department 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 Department 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 before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

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

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

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 their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 9.3.

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

9.4 Governing Law and Jurisdiction

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

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

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

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

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

9.10 Hiring Standards

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

(b) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this 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.

(c) 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.

(d) 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.

9.11 Third Party Beneficiary

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

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to:

Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
Attention: [Redacted]

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: _____
Comptroller

CONTRACTOR¹

By: _____

Its: _____

Attest: _____

State of

County of

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

(Signature of Notary Public)

Seal:

¹If 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 REGARDING MBE/WBE COMMITMENT
AND MBE/WBE COMPLIANCE PLAN



CITY OF CHICAGO
Department of Procurement Services
Aileen Velazquez, Chief Procurement Officer
121 North LaSalle Street, Room 806
Chicago, Illinois 60602-1284

Fax: 312-744-3281

MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS

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

a. Policy and Terms

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

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

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

MBE Percentage	WBE Percentage
_____ %	_____ %

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

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by any combination of the foregoing.

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

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

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

b. Definitions

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

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

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

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

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

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

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

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid.

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

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

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

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

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

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

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

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

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

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

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

c. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint

venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
 - ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 - iii. Each joint venture partner executes the bid to the City; and
 - iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.

- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

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

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

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

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

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

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

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

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

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

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Except as provided in MCC 2-92-525(b)(2), only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.

- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
 - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
 - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

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

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

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

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

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

i. Direct Participation

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

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 2. A listing of all MBE/WBE firms contacted that includes:
 - Name, address, telephone number and email of MBE/WBE firms solicited;
 - Date and time of contact;
 - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)

3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - Project identification and location;
 - Classification/commodity of work items for which quotations were sought;
 - Date, item and location for acceptance of subcontractor bid proposals;
 - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - Affirmation that Good Faith Efforts have been demonstrated by:
 - choosing subcontracting opportunities likely to achieve MBE/WBE goals; and
 - not imposing any limiting conditions which were not mandatory for all subcontractors; and
 - providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date; and
 - documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

OR

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

- Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

ii. Assist Agency Participation in waiver/reduction requests

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

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

iii. Impracticability

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

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

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

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

f. Procedure to Determine Bid Compliance

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

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

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

Except as provided in MCC 2-92-525(b)(2), only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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

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

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

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

(2) Letters of Certification.

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

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

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

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

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section e "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each

MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

(5) Application for Approval of Mentor Protégé Agreement

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

g. Reporting Requirements During the Term of the Contract

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

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

- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its

commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.

- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

h. Changes to Compliance Plan

i. Permissible Basis for Change Required

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

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

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

ii. Procedure for Requesting Approval

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

- a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the

MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.

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

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

i. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

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

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

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

In the case of a in the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any contractor that has failed to retain the percentage of MBE or WBE subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to

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

j. Arbitration

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

k. Equal Employment Opportunity

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

l. Attachments and Schedules

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

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization

Attachment A –Assist Agency List (Rev. May 2020)

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

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

<p>51st Street Business Association * 220 E. 51st Street Chicago, IL 60615 773-285-3401 773-285-3407 the51ststreetbusinessassociation@yahoo.com www.51stStreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>African American Contractors Association – AACA * P.O. Box #19670 Chicago, IL 60619 312-915-5960 aacanatlassoc@gmail.com www.aacanatl.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Angel of God Resource Center, Inc. * 14527 S. Halsted Riverdale, IL 60827 708-392-9323 708-880-0121 info.aogrc@gmail.com www.angelofgodresourcecenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Association of Asian Construction Enterprises (AACE) * 712 W. Root Street Chicago, IL 60609 312-595-2010 admin@aacechicago.com www.aacechicago.com Maintains list of certified firms: Yes Provides training for businesses: No</p>
<p>Austin African American Business Networking Assoc. 5820 W. Chicago Ave. Chicago, IL 60651 773-626-4497 info@aaabna.org www.aaabna.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Better Business Bureau of Chicago/Northern Illinois 330 N Wabash, Suite 3120 Chicago, IL 60611 312 832-0500 tjohnson@chicago.bbb.org www.bbb.org/chicago Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Black Contractors Owners and Executives * 7811 S. Stony Island Ave. Chicago, IL 60649 773-346-5658 773-346-5659 admin@bcoechicago.org www.bcoechicago.org Maintains list of certified firms: No Provides training for businesses: No</p>	<p>Black Contractors United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 708-389-5730 708-389-5735 www.blackcontractorsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>BOP Project 5000 NFP 644 E. 79th Street Chicago, IL 60619 773-891-5939 773-304-1903 bopbizcenter@gmail.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Business Leadership Council * 230 W. Monroe Street, Ste 2650 Chicago, IL 60606 312-628-7844 312-628-7846 Avis.l@businessleadershipcouncil.org www.businessleadershipcouncil.org Maintains list of certified firms: Yes Provides training for businesses: No</p>

<p>Chatham Business Association Small Business Dev. * 800 E. 78th Street Chicago, IL 60619 773-994-5006 773-855-8905 admin@cbaworks.org www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Minority Supplier Development Council Inc. * 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 312-755-8880 312-755-8890 Fax cjordan@chicagomsdc.org www.chicagomsdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Chicago Urban League * 4510 S. Michigan Ave. Chicago, IL 60653 773-285-5800 jjohnson@chiul.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Women in Trades (CWIT) 2444 W. 16th Street Chicago, IL 60608 312-942-1444 Jayne Vellinga, Executive Director jvellinga@cwit2.org www.chicagowomenintrades2.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Contractor Advisors Business Development Corp. * 1507 E. 53rd Street, Suite 906 Chicago, IL. 60615 312-436-0301 info@contractoradvisors.us www.contractoradvisors.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Cosmopolitan Chamber of Commerce 1631 S. Michigan Avenue Unit 101 Chicago, IL. 60616 312-971-9594 eroper@cosmochamber.org www.cosmochamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Council of Black Architecture and Engineering Companies (Formally NOME)* 1 South Wacker, Suite 2650 Chicago, IL 60606 312-960-1239 msutton@infrastructure-eng.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Do For Self Community Development Co. * 8659 S. Ingleside Ave., Chicago, IL 60619 773-356-7661 dennis@doforself.org www.doforself.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Elite Service Disabled Veteran Owned Business Network 420 Lake Cook Rd, Ste 104 Deerfield, IL 60015 847-453-8890 jscifers@scigon.com www.elitesdvob.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Far South Community Development Corporation 9923 S. Halsted Street, Suite D Chicago, IL 60628 773-941-4833 773-941-5252 lacy@farsouthcdc.org www.farsouthcdc.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Federation of Women Contractors * 4210 W. Irving Park Road, Chicago, IL 60641 312-360-1122 info@fwcchicago.com www.fwcchicago.com Maintains list of certified firms: Yes Provides training for businesses: No</p>	<p>Fresh Start Home Community Development Corp. 5168 S. Michigan Avenue, 4N Chicago, IL 60615 773-312-3797 855-270-4175 Info@FreshStartNow.us www.FreshStartNow.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Greater Southwest Development Corporation 2601 W. 63rd Street Chicago, IL 60629 773-362-3373 c.james@greatersouthwest.org www.greatersouthwest.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Hispanic American Construction Industry Association (HACIA) * 650 W. Lake St., Unit 415 Chicago, IL 60661 312-575-0389 312-575-0389 perez@haciaworks.org www.haciaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Illinois State Black Chamber of Commerce * 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 309-740-4430 309-672-1379 finance@ILBCC.org www.ilbcc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Illinois Hispanic Chamber of Commerce * 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 312-425-9500 info@ihccbbusiness.net www.ihccbbusiness.net Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>JLM Business Development Center* 2622 W. Jackson Boulevard Chicago, IL 60612 773-826-3064 773-359-4021 Fax lady930@prodigy.net www.jlmcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 773-303-0167 773-303-0168 admin@lgbtcc.com www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Native American Chamber of Commerce of Illinois 100 N. Riverside Plaza, Suite 1670 Chicago, IL 60606 630-926-1700 info@nacc-il.org www.nacc-il.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>NDIGO Foundation 329 W. 18th Street, Ste 613 Chicago, IL 60616 312-264-6272 hhartman@ndigo.com www.ndigo.com Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Rainbow/PUSH Coalition * 930 E. 50th Street Chicago, IL 60615 773-255-9067 773-256-2768 jmitchell@rainbowpush.org www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>RTW Veteran Center * 7415 E. End, Suite 120 Chicago, IL 60649 800-974-2808 866-873-2494 Fax rtwvetcenter@yahoo.com www.rtwvetcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>South Shore Chamber, Inc. * 1750 E. 71st Street Chicago, IL 60649-2000 773-955- 9508 773-955-9554 Tonya Trice, Executive Director info@southshorechamberinc.org www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Sustainable Options for Urban Living, Inc. (SOUL) 11603 S. Throop Street Chicago, IL 60643 773-250-1770 Ext 702 773 250-1770 Cyndi@soul-program.com www.soul-program.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>The Monroe Foundation 1547 South Wolf Road Hillside, Illinois 60162 773-315-9720 omonroe@themonroefoundation.org www.themonroefoundation.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Turn 2 Growth 15475 S. Park South Holland, IL 60473 708-913-4700 info@turn2growth.org www.turn2growth.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>US Minority Contractors Association, Inc. * 1250 S. Grove Ave. Suite 200 Barrington, IL 60010 847-352-5010 847-382-1787 larry.bullock@usminoritycontractors.org www.USMinorityContractors.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Women's Business Development Center * 8 S. Michigan Ave., Suite 400 Chicago, IL 60603 312-853-3477x220 312-853-0145 edimenco@wbdc.org www.wbdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Women Construction Owners & Executives (WCOE) * Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 708-366-1250 mkm@mkmservices.com www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No</p>	

Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

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

RETURN RECEIPT REQUESTED

(Date)

Specification No.: {Specification Number}

Project Description: {PROJECT DESCRIPTION}

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

Dear _____:

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

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

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

Name of Company Representative at Address/Phone

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

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

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

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

Sincerely,

Schedule B – Affidavit of Joint Venture

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

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

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

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

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

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

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

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

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

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

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

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

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

- D. Acquisition of lines of credit:

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

-
- E. Acquisition and indemnification of payment and performance bonds:

- F. Negotiating and signing labor agreements:

- G. Management of contract performance. (Identify by name and firm only):
- 1. Supervision of field operations: _____
 - 2. Major purchases: _____
 - 3. Estimating: _____
 - 4. Engineering: _____
- VIII. Financial Controls of joint venture:
- A. Which firm and/or individual will be responsible for keeping the books of account?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

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



**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

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

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

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

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

(Name/Title-Please Print)

(Email & Phone Number)

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



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

**FOR
 NON-CONSTRUCTION
 PROJECTS ONLY**

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

Project Name: _____

Specification No.: _____

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

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

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

I. Direct Participation of MBE/WBE Firms:

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

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

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

1. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____
 Phone Number: _____
 Dollar Value of Participation \$ _____
 Percentage of Participation % _____
 Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ ____%

Total Participation % _____

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

¹ The Prime Contractor may claim an additional 0.5 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

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

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

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

2. MBE Indirect Participation

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

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

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

2. WBE Indirect Participation

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

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

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

(Name- Please Print or Type)

(Phone)

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

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

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

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

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

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

(Notary Public Signature)

SEAL:

Commission Expires: _____

EXHIBIT 4
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

ATTACH CONTRACTOR'S COMPLETED EDS HERE.

EXHIBIT 5
INSURANCE REQUIREMENTS AND
EVIDENCE 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

[Not included in this sample professional services agreement. Please see insurance requirements exhibit.]

B. Insurance Required from Retail Pharmacies (if applicable)

[Not included in this sample professional services agreement. Please see insurance requirements exhibit (if applicable).]

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 the 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 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).

6) Contractors Insurance Primary.

The Commercial General Liability and Automobile Liability 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 Affiliates and Subcontractors.

Contractor will require each Affiliate and 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 is outlined in Section A. above, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Affiliates and/or 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 Affiliate and Subcontractor has named the City as an additional insured where required and names 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 Affiliate and 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 Affiliate(s) or 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 as long as any new requirements do not exceed the above described requirements.

ATTACH COMPLETED CERTIFICATE OF INSURANCE HERE.

EXHIBIT 6

Current as of: June 20, 2017

Updated Officers: February 2023

BUSINESS ASSOCIATE AGREEMENT

The City of Chicago (“City”) and Contractor (“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. Amendment of this Business Associate Agreement. The parties hereto agree to negotiate in good faith to amend this Business Associate 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 Business Associate Agreement shall be valid unless it is set forth in writing and signed by both parties.

3. Designation of HIPAA Officer(s). 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 Business Associate 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):

Ruth Abarca-Compton
HIPAA Privacy Officer
312-744-6711

Ruth.Abarca-Compton@cityofchicago.org

Bruce Coffing
HIPAA Security Officer
312-744-2461

Bruce.Coffing@cityofchicago.org

4. Uses and Disclosures of PHI. Business Associate must not use or further disclose Protected Health Information ("PHI") other than as permitted or required by this Business Associate 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 Business Associate 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 Business Associate 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 and this Business Associate Agreement, provided that such use or disclosure would not violate HIPAA if done by the City.

5. Minimum Necessary. 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. Safeguards of PHI. 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 Business Associate 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 Business Associate 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) with respect to electronic protected health information, to prevent the use or disclosure other than as provided for by this Business Associate Agreement. Where feasible, PHI will not leave the City's facilities and will be accessed under the supervision of City employees.

7. Applicability of Business Associate Agreement to Subcontractors and Agents. 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 Business Associate 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 Business Associate Agreement or in writing by the City 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 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. Reporting of Breaches, Potential Breaches, and Security Incidents. Business Associate must report to the City any use or disclosure of the PHI not provided for by this Business Associate 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. Mitigation and Penalties. 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. Designated Record Sets - Access. 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. Designated Record Sets – Amendments. 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. Internal Practices, Books, and Records. 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. Accounting of Disclosures - Documentation. 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. Accounting of Disclosures – Provision of Information. 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. Survival, Termination, and Return or Destruction of PHI. 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 Business Associate 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 Business Associate 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. Compliance with Obligations. 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. No Third Party Rights. 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. Governing Law. 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:

EXHIBIT 8

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

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

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment, and as of July 1, 2022 will be compliant with MCC 6-10-040, which may be found on the Chicago City Council legislation website (<https://chicago.legistar.com/Legislation.aspx>) under record number SO2022-665, "Amendment of Municipal Code Titles 2, 3, 4, 5, 6, 8 and 9 by modifying and expanding sexual harassment prohibitions" passed on April 27, 2022.

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

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

Name of Contractor: _____

(Print or Type)

Signature of Authorized Officer: _____

(Signature)

Title of Signatory: _____

(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by

_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

EXHIBIT 9

Data Protection Requirements for Contractors, Vendors and Third-Parties

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

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

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

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

52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.

- 1.4. Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.
- 1.5. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at https://www.chicago.gov/content/dam/city/depts/doi/supp_info/IS%20and%20IT%20Policies/CoC_IT_IS_Policy_Set_ver_RC_05.pdf ("City Program"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.
- 1.6. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.
- 1.7. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.
- 1.8. Audit by Contractor. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense.
- 1.9. Audit Findings. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.
- 1.10. Demonstrate Compliance - PCI. No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- 1.11. Demonstrate Compliance – HIPAA / HITECH. If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health information must be secured in accordance with the "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals."
- 1.12. Data Confidentiality. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.
- 1.13. Compliance with All Laws and Regulations. Contractor agrees that it will comply with all laws and regulations.

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

EXHIBIT 10

SUPPLEMENTAL CONTRACT TERMS RELATING TO EXECUTIVE ORDER 2021-2

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

1.1.1. Policy

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

1.1.2. Projected Utilization Schedule

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

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

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

1.1.3. Quarterly Summary Utilization Reports

Each quarter, Contractor must submit a Summary Utilization Report, in a form acceptable to the CPO, comparing projected usage with actual usage. If actual usage is more than 5% below the value of projected usage (based on a percentage of the value of anticipated M/WBE expenditures), Contractor must provide an explanation for the discrepancy, and a recovery plan. Recovery plans should include a proposed revised Projected Utilization Schedule if Contractor anticipates that actual utilization will not meet projected utilization before the next quarterly report would be due. The CPO may require Contractor to meet with the City to discuss and revise the recovery plan as the CPO deems appropriate.

1.1.4. Changes to Compliance Plan

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

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

1.2.1. Policy

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

1.2.2. Definitions

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

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

1.2.3. Business Diversity Program Reports

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

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

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

1.2.4. Applicability

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

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

However, Contractors not required to report may report voluntarily.

EXHIBIT 11

Provisions required If Federal Funds are Involved

EXHIBIT 12
Performance Guarantees, Standards, and Credits

Agency Exhibits

Chicago Park District

CHICAGO PARK DISTRICT PRESCRIPTION DRUG COVERAGE

For covered employees and dependents in the 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 Short term medications (3 fills only)	Generic \$10 copay Formulary Brand* \$30 Non-Formulary Brand* \$45
Maintenance medications: up to three fills at retail, then mail order is mandatory. Mail order provides up to 90 day supply.	Generic \$10 copay Formulary Brand* \$75 Non-Formulary Brand* 112.50
Specialty medications require enrollment in PrudentRx	Generic \$10 copay Formulary Brand* \$30 Non Formulary Brand* \$45
*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
Advanced Control Formulary	Your plan has adopted the Advanced Control Formulary

The Chicago Park District drug benefit features the Advanced Control Formulary drug list. This formulary is a list of preferred medications organized into group or “Tiers”. For a full Advanced Control Formulary listing please visit www.caremark.com.

This benefit plan allows up the three (3) fills at retail which means that mail order is mandatory on the 4th fill. Any medications for the treatment of condition 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.

The toll free number is 1-844-257-6065.

Refills may be ordered via the website or by calling customer service or by using the IVR (interactive voice response).

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. 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 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. Amendment of this Business Associate Agreement. 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. Designation of HIPAA Officer(s). 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):

Jane Hawes
Human Resources Office
312-742-5220
Jane.hawes@chicagoparkdistrict.com

4. Uses and Disclosures of PHI. 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 capacity 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. Minimum Necessary. 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. Safeguards of PHI. 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. Applicability of Business Associate Agreement to Subcontractors and Agents. 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 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 five (5) calendar days (who will, in turn, notify the CPD within five (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. Reporting of Breaches, Potential Breaches, and Security Incidents. 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. Mitigation and Penalties. 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, the Business Associate agrees to reimburse the CPD for such penalties.

10. Designated Record Sets - Access. 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. Designated Record Sets – Amendments. 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. Internal Practices, Books, and Records. 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. Accounting of Disclosures - Documentation. 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. Accounting of Disclosures – Provision of Information. 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. Survival, Termination, and Return or Destruction of PHI. 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:

(a) 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

(b) 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. Compliance with Obligations. 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. No Third Party Rights. 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. Governing Law. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

CHICAGO PARK DISTRICT, AN ILLINOIS MUNICIPAL CORPORATION	NAME OF COMPANY
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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 **\$3,000,000**. The policy shall have an extended reporting period of two years.

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 not 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 unencrypted portable devices/media may be on the policy. The Chicago Park District 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 Chicago Park District.

Excess (Umbrella) Liability Insurance shall be maintained with limits not less than **\$2,000,000.00**. The policy shall have an extended reporting period of two years.

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.
6. 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

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: Yes No WBE: Yes No

If yes, attach all current Letters of Certification.

NOTE:

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 this project as a:

GENDER:

- Male
 Female

RACE/ETHNICITY:

- Black/African American
 Hispanic American
 Asian American
 White American
 Other _____

TYPE OF FIRM:

- Partnership
 Sole Proprietorship
 Corporation
 Joint Venturer
 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 participation? (circle one)

Schedule B and all current certification letters attached? Yes No

2. 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 participation? (circle one)

Schedule B and all current certification letters attached? Yes No

3. 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 participation? (circle one)

Schedule B and all current certification letters attached? Yes No

4. 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 participation? (circle one)

Schedule B and all current certification letters attached? Yes No

5. 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 participation? (circle one)

Schedule B and all current certification letters attached? Yes No

6. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

E-mail: _____ Fax: _____

MBE/WBE Participation: Dollars \$ _____ Percent: _____%

Will this subcontractor be used as direct or indirect participation? (circle one)

Schedule B and all current certification letters attached? Yes No

7. 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 participation? (circle one)

Schedule B and all current certification letters attached? Yes No

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 participation? (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 direct or indirect participation? (circle one)

Schedule B and all current certification letters attached? Yes No

Attach additional sheets as needed.

II. Summary of MBE/WBE Proposal:

A. MBE Proposal:

1. MBE Participation:

<u>MBE Firm Name</u>	Dollar Amount of Participation	Percent Amount of Participation	Direct	Indirect
			(check <input type="checkbox"/> one)	
_____	\$ _____	_____ %	_____	_____
_____	\$ _____	_____ %	_____	_____
_____	\$ _____	_____ %	_____	_____
_____	\$ _____	_____ %	_____	_____
_____	\$ _____	_____ %	_____	_____
_____	\$ _____	_____ %	_____	_____
_____	\$ _____	_____ %	_____	_____
_____	\$ _____	_____ %	_____	_____
Total MBE Participation:	\$ _____	_____ %		

2. WBE Participation:

<u>WBE Firm Name</u>	Dollar Amount of Participation	Percent Amount of Participation		
_____	\$ _____	_____ %	_____	_____
_____	\$ _____	_____ %	_____	_____
_____	\$ _____	_____ %	_____	_____
_____	\$ _____	_____ %	_____	_____
_____	\$ _____	_____ %	_____	_____
_____	\$ _____	_____ %	_____	_____
_____	\$ _____	_____ %	_____	_____
_____	\$ _____	_____ %	_____	_____
Total WBE Participation:	\$ _____	_____ %		

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

_____ (_____) _____
(Name and Title) *(Phone Number)*

_____ *(E-mail address)*

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 Park District 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 Park District.

Submitter: _____
(Print or Type Name of Business)

Signature: _____ Date: _____
(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)

(Name of Non-MBE/WBE Partner Firm)

(Written Signature of Authorized Officer/Representative)

(Written Signature of Authorized Officer/Representative)

(Print or Type Name and Title)

(Print or Type Name and Title)

(Date)

(Date)

SCHEDULE B

Statement of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
MBE/WBE PRIME CONTRACTOR MUST SUBMIT A SCHEDULE B, IF SELF-PERFORMING ANY WORK, TO RECEIVE MBE/WBE CREDIT

Project: _____

From: _____ MBE: Yes No
(Name of MBE/WBE Firm) WBE: Yes No

To: _____ and the Chicago Park District:
(Name of Prime Contractor-Submitter)

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

- | | | |
|---------------------------------|---|--|
| GENDER: | RACE/ETHNICITY: | TYPE OF FIRM: |
| <input type="checkbox"/> Male | <input type="checkbox"/> Black/African American | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Female | <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Sole Proprietorship |
| | <input type="checkbox"/> Asian American | <input type="checkbox"/> Corporation |
| | <input type="checkbox"/> White American | <input type="checkbox"/> Joint Venturer |
| | <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

The MBE/WBE status of the undersigned is confirmed by the attached current Letters of Certification 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), and the Small Business Administration.

Attach all current certification letters behind Schedule B.

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

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

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

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

Signature: _____ Date: _____
(Signature of Owner or Authorized Agent of MBE/WBE)

Name/Title: _____
(Print or Type Name and Title)

Address: _____

Telephone: _____ Fax: _____

End of Schedule 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.”

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. Awardee shall comply with 820 ILCS 130/0.01 as it may be amended (the "Act"), so long as the Act is in effect, in order to ensure that such persons covered by the Act are paid the prevailing wage rates as ascertained by the Illinois Department of Labor ("IDOL"). IDOL makes available each month's prevailing wage rate schedule at their web site, www2.illinois.gov/idol/. If IDOL revises such prevailing wage rates, the revised rates shall apply to all contracts. As a condition of making payment to Awardee, the Park District may request that Awardee submit an affidavit or other evidence to the effect that no less than the prevailing hourly wage rate is being paid to those employed on contract 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 increased 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 505/1 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. 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

Agency Exhibits

Chicago Public Schools

PLEASE NOTE: This packet consists of four (4) "Instruction" pages and eight (8) attached "Forms" titled 100, 101, 102, 103A, 103-B, 104, 105 and 106. If all pages are not attached, please contact: **Office of Business Diversity, Chicago Public Schools, 42 West Madison Street, 2nd Floor- West, Chicago Illinois, 60602**
PHONE: 773-553-2980 FAX: 773-553-2701.
You may also download forms at <http://www.csc.cps.k12.il.us/purchasing>

Board of Education of the City of Chicago

REMEDIAL PROGRAM FOR MINORITY AND WOMEN BUSINESS ENTERPRISE ECONOMIC PARTICIPATION

INSTRUCTIONS TO BIDDERS

On July 1, 2013, the Board of Education of the City of Chicago (the "Board") adopted the Remedial Program for Minority and Women Business Enterprise Economic Participation in Goods and Services Contracts ("M/WBE Program"). The M/WBE Program is the governing document establishing and explaining requirements concerning Minority and Women Business Enterprise participation and its terms are incorporated into the contract. Compliance with the provisions of the M/WBE Program is an element of bidder/proposer responsibility for award of the contract. The M/WBE Program, the compliance specifications, and all compliance materials as finally approved by the Office of Business Diversity, Waiver Review Committee, Appeals Committee, the Chicago Public Schools (the "District"), and/or the Board constitute the bidder/proposer Compliance Agreement and are incorporated as part of the contract. All heirs, executors, administrators or assignees and any other persons or entities claiming by or through the bidder/proposer, including but not limited to insurance companies, bonding companies, or sureties, are bound by the bidder/proposer Compliance Agreement.

Any questions regarding compliance with these requirements should be directed to the Office of Business Diversity, Chicago Public Schools, 42 West Madison Street, 2nd Floor - West, Chicago Illinois, 60602 PHONE: 773-553-2980, FAX: 773-553-2701. Notice by fax transmission is valid notice, if the originals are subsequently deposited in U.S. mail and the fax transmission is verifiable.

DEFINITIONS

MINORITY:

A member of any of the following racial/ethnic groups:

- African Americans or Blacks (persons having origins in any of the Black racial groups of Africa);
- Hispanics (persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race); and
- Asian (persons having origins in any of the original peoples of East Asia, Southeast Asia, the Indian subcontinent, or the Pacific Islands).

MBE:

A business which is owned and controlled by a Minority person or persons,

WBE:

A business which is owned and controlled by a Woman or Women,

CHICAGO SMSA:

The six-county Chicago Metropolitan Statistical Area including: Cook, DuPage, Kane, McHenry, Lake, and Will Counties.

CERTIFICATION: (CERTIFIED)

Refers to an MBE or WBE that has been formally certified as such in accordance with M/WBE Program. (Where a provision of the Program expressly makes certification a prerequisite to some benefit or activity, that requirement shall not be obviated because related Program text refers only to "M/WBEs" and not to "certified M/WBEs".)

CONTRACTOR: (PRIME)

A firm that enters into a contract (including through the receipt of a purchase order) with the District to provide goods or to perform services.

JOINT VENTURE:

An association between two or more independent firms formed, consistent with the laws of the State of Illinois to perform one or more specific contracts.

SUBCONTRACTOR: (SUPPLIER)

A firm which enters into a contract with a Prime Contractor to provide goods or services pursuant to a contract between the Prime Contractor and the District.

GOAL STRUCTURE FOR MINORITY AND GENDER GROUPS

One goal for MBE participation, to insure that the minority groups that are the principal discrimination victims will, in fact, receive the principal portion of the remedy, with a separate WBE participation goal. For purposes of meeting the WBE goal, businesses owned by Minority Women may be counted on a particular contract as an MBE or WBE, but not both.

For each competitively bid contract for commodities where it is determined that the prime bidder/proposer will perform a broker/distributor function for the manufacturer of said commodities, only the aggregate goal for MBE and WBE participation shall be applicable.

METHODS OF ACHIEVING THE PROGRAM GOALS INCLUDE A COMBINATION OF ANY OF THE FOLLOWING

1. Being a certified M/WBE prime contractor
2. Engaging in joint ventures with certified M/WBEs
3. Subcontracting with certified M/WBEs
4. Purchasing supplies and/or services directly related to the performance of the contract from certified M/WBEs
5. Purchasing supplies and/or services not directly related to the performance of the contract (upon District approval)
6. Business development activities

The Chief Administrative Officer of the Chicago Public Schools may adopt other alternative forms of securing and administering M/WBE participation for a particular contract, upon notice to the Board. Such other alternative methods may be used when doing so will enable securing a level of M/WBE participation that otherwise would not be attainable.

LIMITATION TO COMMERCIALLY TYPICAL BUSINESS RELATIONSHIP

MBE and WBE compliance participation shall not be recognized for any portion of the dollar value of the contract performance which is passed through to non-M/WBE firms in the form of (a) sub-contracts, or (b) equipment leasing or other acquisition of goods or services for performance of the contract in a manner which is not typical of industry practice with respect to such contracts.

COMMERCIALLY USEFUL FUNCTION

An M/WBE must be an independent business serving a commercially useful function. This means that the M/WBE must execute a distinct element of work by actual performance, management, and supervision.

DEMONSTRATION OF COMPLIANCE

Each bidder/proposer must submit with its bid or proposal a signed commitment to comply with the M/WBE Program (Compliance Plan), or the bid/proposal will be deemed non-responsive. Each bidder/proposer must also submit, as part of its bid or proposal, a detailed M/WBE Plan showing the manner in which the contractor will comply with MBE and WBE requirements. The Office of Business Diversity is an element of bidder responsibility. Requirements for Compliance Demonstrations may be further specified by the Compliance and Vendor Services and standard forms shall be provided to bidders/proposers.

The Compliance Demonstration must be provided on Form 100 through Form 106, copies of which are included with this solicitation. Additional forms and/or additional information, concerning your Compliance Demonstration with the M/WBE Program may be separately submitted, but applicable forms must be completed, and will be incorporated in the contract. Please refer to the table below to determine which forms must be completed.

Form 100	-	Prime Bidder/Proposer Information
Form 101	-	Compliance Summary – Subcontractors/Suppliers/Consultants
Form 102	-	Joint Venture
Form 103A	-	Letter of Intent
Form 103B	-	Professional Service Affidavit
Form 104	-	Vendor Diversity Profile
Form 105	-	Request for Waiver
Form 106	-	Student Internship Agreement

Other requirements established by the M/WBE Program are set forth in the Special Conditions included with the Solicitation. A copy of these Special Conditions must be submitted along with your bid/proposal and are incorporated into the contract regardless of whether submitted with the bid or proposal.

The Compliance Demonstration must show how all applicable goals and sub-goals will be fulfilled. Proposed MBEs and WBEs must be identified. If full compliance with all goals is not shown, Form 105 (Request for Waiver) must be submitted covering any deficiencies.

WAIVERS

Bidders/Proposers may request a waiver of the MBE/WBE goals applicable to this contract in whole or in part if, despite good faith efforts, it is impossible or economically unreasonable to meet an MBE or WBE goal. A bidder/proposer may request:

- Waiver of one or more goals
- Acceptance of a lower percentage level of MBE and/or WBE participation; or
- Acceptance of a bid without any MBE or WBE participation.

Waiver requests shall be signed, accompanied by supporting documentation, and directed in writing to the Office of Business Diversity. (See Form 105) The waiver request must establish clearly and in detail why full compliance with MBE or WBE requirements is impossible or economically unreasonable under the circumstances. Information showing good faith effort should generally include, but not be limited to the Bidder/Proposer's general affirmative action policies; efforts to obtain minority/women participation as subcontractors or suppliers; and notification of minority and women contract assistance agencies of a solicitation for sub-bids.

A waiver request based on the assertion that prices quoted by M/WBEs were too high will be presumed insufficient, unless the contractor can establish to the satisfaction of the Office of Business Diversity that no reasonable price can be obtained from any MBE or WBE. A price quoted by an MBE or WBE for a subcontract or agreement will, however be presumed unreasonable if it exceeds by more than ten percent (10%) or \$100,000, whichever is less, that amount determined by the Office of Business Diversity to represent the average price for the goods and services to be provided.

CERTIFICATION

Chicago Public Schools is not a certifying agency. However, Chicago Public Schools accept the following governmental certifications.

Acceptable Certifications

*Chicago Transit Authority – Cook County - Illinois Department of Transportation - Metropolitan Transit Authority
Metropolitan Water Reclamation District - U.S. Small Business Administration – State of Illinois.*

POLICY NOTES

A. Applicability of the Program. It is the policy of the Board of Education (the "Board") that qualified and bona fide Minority Business Enterprises ("MBE") and Women Business Enterprises ("WBE"), as those terms are defined in the Remedial Program for Minority and Women Business Enterprise Economic Participation (the "Program") shall have the maximum feasible opportunities to participate fully in the performance of all contracts administered by the Chicago Public Schools (the "District"). Consistent with that policy, it shall be the responsibility of all bidders/proposers and a specific condition of all District contracts to which they are a party to exhaust all feasible means to ensure significant contract participation by MBEs and WBEs. The bidder/proposer agrees that the officer or employee of the bidder/proposer that executed has read and understands all provisions of the Program. The Program in its entirety, including any and all modifications and amendments thereto, is incorporated into the contract and made a part thereof.

B. Applicability of the Special Conditions. The bidder/proposer agrees that the appropriate officer or employee of the bidder/proposer authorized to execute the bid/proposal has read and understands the terms of these Special Conditions and the bidder/proposer agrees to be bound by them. These Special Conditions are incorporated into the contract and made a part thereof. These Special Conditions summarize the provisions of the Program applicable to the bidder/proposer after execution of the contract. They do not diminish in any way the applicability of the Program to the contract. In construing the rights and obligations of the bidder/proposer the Program controls.

C. Other Contract Documents. In addition, all documents submitted in connection with proposed compliance with the Program are incorporated into the contract and made a part thereof.

D. MBE/WBE Goals. The bidder/proposer agrees to meet the goals set forth in the M/WBE Program.

E. Record Keeping and Reporting Requirements. The bidder/proposer agrees to maintain records of all relevant data with respect to the utilization of MBEs and WBEs, including without limitation: payroll records, tax returns and records, and books of account. The bidder/proposer agrees to retain these records for a period of at least three years after the District's final acceptance of the work on this contract. Full access to these records shall be granted to the District or any duly authorized representative thereof upon 48 hours notice.

The bidder/proposer agrees to submit monthly progress reports to the Office of Business Diversity as requested throughout the term of the contract. The bidder/proposer will submit reports on all expenditures made within the period reported on, including the name and business address of each MBE and WBE involved in the contract; a description of the work performed and/or product or service supplied by each MBE and WBE, the total amount subcontracted to MBEs and WBEs; the dollar amount expended with each MBE and WBE and the dates expended; and such other information as may assist the Office in determining the bidder/proposer's compliance with MBE and WBE requirements.

The Office of Business Diversity shall have the right to request and obtain from the bidder/proposer any and all additional data as the Office of Business Diversity may determine to be reasonably related or necessary to verify the representations made in progress reports. The Office may periodically conduct on-site inspections on contract site.

F. Subsequent Waiver. During the performance of the contract, the bidder/proposer may request a partial waiver from compliance with its MBE or WBE demonstration for the following reasons:

1. Due to substantially changed circumstances, it is impossible to meet the originally proposed MBE or WBE goal; or
2. Despite every good faith effort, it is impossible to meet the originally proposed MBE or WBE goal.

The Waiver Review Committee shall review all subsequent waiver requests to determine whether there is sufficient evidence that despite good faith efforts by the bidder/proposer or due to substantially changed circumstances, it is impossible or economically unreasonable to meet the MBE or WBE goal.

The Office of Business Diversity may request from the bidder/proposer any information relevant to the waiver request. Failure of the bidder/proposer to cooperate in providing requested information is grounds for rejection of the waiver request. The bidder/proposer has the right to appeal a denial of waiver request. Waivers shall be sparingly granted.

G. Substitutions. The bidder/proposer agrees that it shall not make any substitutions with respect to MBE or WBE participants without the prior written approval of the Director of the Office of Business Diversity, along with reasons justifying such substitution. Examples of reasons which may be acceptable include the following: a previously committed MBE or WBE has rescinded that commitment; a committed MBE or WBE was found unable to produce acceptable work; a committed MBE or WBE was discovered later not to be bona fide; an MBE or WBE previously committed at a given price later demanded an unreasonable escalation of price. Stated reasons which would not be acceptable include; a replacement firm has been recruited to perform the same work under terms more advantageous to the bidder/proposer issues about performance by the committed WBE or MBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

The bidder/proposer shall include in any request for substitution the name, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed contract. The bidder/proposer shall be required to submit an updated M/WBE Compliance Plan and current certification information. The Director of the Office of Business Diversity may approve or reject any request in its entirety or impose conditions upon any approval. If such substitution would result in failure by the bidder/proposer to fulfill its compliance program, a request for waiver may be submitted to the Waiver Review Committee.

H. Attorney Fees and Costs. The bidder/proposer agrees to pay any attorney's fees and costs incurred by the District if the District is the prevailing party in litigation by or against it arising from the application of the Program to the contract.

I. Non-Compliance. Upon indications of inadequate compliance or non-compliance, the Office of Business Diversity will notify and negotiate with the bidder/proposer to correct deficiencies. If after notification of deficiencies the Office of Business Diversity determines that the contractor is not meeting or has not met applicable MBE or WBE goals and is not demonstrating or has not demonstrated every good faith effort to meet the goals, the bidder/proposer shall be subject to suitable sanctions.

J. Sanctions. Upon indications of a contractor's inadequate compliance or non-compliance, the Office of Business Diversity will notify and negotiate with the bidder/proposer to correct deficiencies. After notification of deficiencies, the Office of Business Diversity may make a determination of non-compliance and recommend the imposition of sanctions for material breach of the contract. After a determination of non-compliance the sanctions are applicable.

Sanctions shall be imposed by the procuring or user Department upon the recommendation of the Office of Business Diversity. However, sanctions may be imposed directly by the Office of Business Diversity when immediate action is necessary, or upon failure to do so by the procuring or user department.

Form 100 - Bidder/Proposer Information

In accordance with the Remedial Program Policy (13- 06 26- PO1), each vendor must submit, as part of its bid or proposal, a detailed Compliance Plan showing the manner in which the Bidder/Proposer will comply with M/WBE requirements. The Compliance Plan Is an element of Bidder/Proposer responsibility. The Compliance Plan must show how all applicable goals will be fulfilled. Proposed M/WBEs must be identified to demonstrate full compliance with all goals. If full compliance with all goals is not demonstrated, a completed request for waiver form must be submitted that respond to deficiencies at the time of bid/proposal submission.

Project/Commodity Name: _____

Bid / Contract No.: _____ Total Bid / Contract Value: \$ _____

Contract-Specific Goals will be established by OBD using the following guidelines:

The Office of Business Diversity, at its discretion and in consultation with the Department of Procurement and user departments, may elect to establish Contract-Specific Goals for M/WBE participation for eligible contracts for goods and services over \$75,000.

Proposed M/WBE Participation	
Total MBE% _____	Total WBE % _____

Bidder/Proposer Information:

Firm Name		M/WBE Certified? <input type="checkbox"/> Y <input type="checkbox"/> N	
Address		Certi fication Expiration Date	
City / State / Zip		Email:	
Contact Person	Telephone	Fax	
Firm CPS Vendor No.	<input type="checkbox"/> Not for Profit <input type="checkbox"/> For Profit	Firm Gender / Race	

Description of Commodities/Services to be provided by the Bidder/Proposer on this Contract:

Verification Information:

I, _____, declare and affirm that to the best of my knowledge, information and belief, the facts and representations set forth in this compliance demonstration are true and correct and no material facts have been omitted.

Signature of Authorized Representative

Title / Date

SUBSCRIBED AND SWORN to me before this _____ day of _____, 2_____.

Notary Public

**Compliance Summary (Form 101) - Direct/indirect Participation of
Subcontractors/Suppliers/Consultants**

M/WBE firms may participate in the performance of this contract, either DIRECTLY or INDIRECTLY, as:
Prime Bidders/Proposers; Joint Venture Partners; Subcontractors; and/or Suppliers.
(if performing INDIRECTLY approval by CPS is required.)

Name of M/WBE Firm		Race/Gender	
Address:			
City/State/Zip:		Email:	
Telephone No.	Fax	CPS Vendor No.	
Contact Person			
Dollar Amt. \$	%	Participation: Direct Y N	Indirect Y N
(Please select one)			
Description of Commodity/Services:			

Name of M/WBE Firm		Race/Gender	
Address			
City/State/Zip		Email:	
Telephone No.	Fax	CPS Vendor No.	
Contact Person			
Dollar Amt. \$	%	Participation Direct Y N	Indirect Y N
(Please select one)			
Description of Commodity/Services			

Name of M/WBE Firm		Race/Gender	
Address			
City/State/Zip		Email:	
Telephone No.	Fax	CPS Vendor No.	
Contact Person			
Dollar Amt. \$	%	Participation Direct Y N	Indirect Y N
(Please select one)			
Description of Commodity/Services			

Total WBE Direct	\$ _____	_____ %	Total WBE Indirect	\$ _____	_____ %
Total MBE Direct	\$ _____	_____ %	Total MBE Indirect	\$ _____	_____ %

Chicago Public Schools
Form 103A –Letter of Intent
(This form is required for each subcontractor)

M/WBE Firm: _____ Contract #: _____

Address: _____ City/State/Zip: _____

Contact Person : _____ Phone: _____ Fax: _____

Certification Expiration Date: _____ Race/Gender: _____

Email: _____

Form 103A required? Yes No Participation: Direct Indirect
(Please select one)

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Prime Bidder/Proposer agrees to comply with and be bound by the provisions of the M/WBE Program and understand sanctions may be imposed as provided in Section 9.2 of the Remedial Program for failure to comply. Prime Bidder/Proposer declare and affirm that to the best of our knowledge, information, and belief, the facts and representations set forth herein are true and correct and no material facts have been omitted.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me this ____ day of _____, 20 ____.

Notary Public _____ . SEAL

Chicago Public Schools
Form 103B -
Individual Independent Contractor/Sole Proprietor
(Professional Service Affidavit)

Contract # _____

Participation: () Direct () Indirect

STATE OF ILLINOIS

Please mark if applicable:

Current CPS employee:

Former CPS employee:

_____ County} ss.

I _____,
(Print Name)

_____,
(Social Security or FEIN #)

Email: _____

hereby affirm that I am a: [] Black [] Hispanic [] Asian [] Woman [] Non-Minority

individual independent contractor/sole proprietor being retained by _____
(Prime Proposer)

to perform the following contract work: _____

I further affirm that I will exclusively be performing all the contract work, that no staff will be employed to perform any part of the contract, and that no part of the contract work will be subcontracted. Should a determination be made during the course of the contract that staff will be employed or work subcontracted, I agree to notify the Office of Business Diversity, in writing, prior to taking any such action. I further agree to submit M/WBE Compliance Demonstration to the Office of Business Diversity for approval, setting forth the M/WBE compliance for that part of the contract work.

I agree to comply with and be bound by the provisions of the M/WBE Plan and I understand that sanctions may be imposed as provided in Section 9 of the Remedial Program for Minority and Women Business Enterprise Economic Participation (M/WBE Plan) for failure to comply with this affidavit or the M/WBE Plan.

I declare and affirm that to the best of my knowledge, information, and belief, the facts and representations set forth herein are true and correct and no material facts have been omitted.

(Signature)

Subscribed and sworn before me this ____ day of _____, 20____.

Notary Public _____.

SEAL

**Chicago Public Schools
Form 102 – Joint Venture**

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

ALL INFORMATION REQUESTED BY THIS SCHEDULE MUST BE ANSWERED IN THE SPACES PROVIDED. DO NOT REFER TO YOUR JOINT VENTURE AGREEMENT EXCEPT TO EXPAND ON ANSWERS PROVIDED ON THIS FORM. IF ADDITIONAL SPACE IS REQUIRED, ADDITIONAL SHEETS MAY BE ATTACHED.

General Contractor: _____ Region: _____

Project Name: _____ Total Subcontract value: _____

Contract#: _____

I. Joint Venture:

Name: _____ Phone: _____

Address: _____

Email: _____

II. Non-M/WBE Venture (s):

Name of Firm: _____ Phone: _____

Address: _____

Contact: _____ Fax: _____

Email: _____

III. M/WBE Venture (s):

Name of Firm: _____ Phone: _____

Address: _____

Contact: _____ Fax: _____

Email: _____

IV. Describe the role(s) of the M/WBE venture(s) in the joint venture:

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and /or WBE venture(s) share in ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to:

- (a) The contribution of capital and equipment;
- (b) Work items to be performed by the M/WBE's own forces;
- (c) Work items to be performed under the supervision of the M/WBE venture; and
- (d) The commitment of management, supervisory and operative personnel employed by the M/WBE to be dedicated to the performance of the project.

VI. Total Contract Value Ownership of Joint venture.

A. What are the percentage(s) of MBE/WBE ownership of the joint venture?

MBE/WBE _____ % Non-MBE/WBE _____ %

B. Specify MBE/WBE percentages for each of the following:

- 1. Profit and loss sharing: _____%
- 2. Capital contribution: _____% Dollar amounts of initial contribution: \$ _____
Dollar amounts of anticipated on-going contribution: \$ _____
- 3. Equipment contribution (*Specify type, quality, and quantity to be provided by each venture*):

- 4. Other applicable ownership interests (*Including options or other agreements which restrict or limit ownership and/or control*):

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

A. Joint Venture checking signing:

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations: _____

2. Major purchases: _____

3. Estimating: _____

4. Engineering: _____

VIII. Financial Controls of Joint Venture:

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

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

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

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

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

Form 104 – Vendor Diversity Profile

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Website: _____

Person Completing Questionnaire Name: _____

Title: _____

Phone: _____

Email: _____

1. Please provide the following information regarding your Company's Board of Directors:

RACE/NATIONAL ORIGIN	# OF MEN	# OF WOMEN	TOTAL
Caucasian			
African-American			
Hispanic			
Asian			
GRAND TOTAL			

2. Please provide the following information regarding your Company's managers:

TITLE	CAUCASIAN	AFRICAN-AMERICAN	HISPANIC	ASIAN	WOMEN	TOTAL
CEO/President						
Executive VP						
Senior VP						
Vice President						
Division Head						
Other						
GRAND TOTAL						

3. Please provide the following information regarding your Company's employees:

RACE/NATIONAL ORIGIN	# OF MEN	# OF WOMEN	TOTAL
Caucasian			
African-American			
Hispanic			
Asian			
GRAND TOTAL			

4. Does your Company have a plan for increasing diversity among its upper ranks?

Yes No

Please provide a description of your plan:

5. Does your Company have an established diversity program?

Yes No

What is the title of the diversity program director, manager, or officer?

What is the name of the diversity program director, manager, or officer?

Please provide a brief description of your program:

6. If your Company does not currently have a diversity program, please describe below your Company's plan for establishing a program in the future.

7. How has the CEO demonstrated support for companywide diversity initiatives?

8. Does the Company incorporate diversity into its strategic business plan or goals? Please explain:

9. Please indicate your Company's procurement for the last full fiscal year in the following areas: **(In each box other than the TOTAL boxes, please provide the applicable spend amount (\$) and / percentage (%) of the total spend for each industry)**

INDUSTRY	Caucasian Business	African-American Business	Hispanic Business	Asian Business	Women Owned Business	TOTAL
Financial Services						
Legal Services						
Insurance						
Advertising						
PR/Marketing						
Technology						
Construction						
Janitorial						
Other						
GRAND TOTAL						

10. Please indicate your Company's charitable/philanthropic spending in the following areas for the last full fiscal year:

- Education \$ _____
- Museums \$ _____
- Health & Human Services \$ _____
- Environment \$ _____
- Community Development \$ _____
- Civil Rights \$ _____
- Opera, Theater & Other Cultural \$ _____
- Public Policy \$ _____
- Other _____ \$ _____

11. Does your Company have a formal mentoring program for minority and women owned businesses?

- Yes No

Please provide a brief description of your mentoring program:

12. Does your Company advertise in multiethnic media?

Yes No

Please provide a brief description of your advertisements:

13. Does your Company's website reference your diversity efforts?

Yes No

14. Would your Company be interested in participating in the Chicago Public Schools Education-To-Careers program?

Yes No

I, _____ hereby affirm that I am authorized to complete this questionnaire on behalf of _____ [Company Name], that I have personal knowledge of all the information contained herein and the same are true. I understand that records and documents may be requested by the Board to verify the information provided in this questionnaire.

Signature of Authorized Officer

Title

Print or Type Name

Date

Chicago Public Schools Form 105 - Request for Waiver

Contract #: _____

Bidder/Proposer states that the following efforts were made to achieve M/WBE compliance prior to submission of this request for waiver:

1. Contacted government certification directories for relevant MBEs and WBEs?
 No Yes

2. Advertised in M/WBE-Oriented and general circulation media that business opportunities were available with the bidder/proposer on this contract?
 No Yes - (Attach verification of advertisement)

Describe in detail the reasons why the goals applicable to this contract are impossible or economically unreasonable to meet, and the substantial good faith efforts made to achieve full compliance with the M/WBE goals, including the firms contacted and the results of those contacts. (Refer to Pg. 3 of INSTRUCTIONS TO BIDDERS)

Verification Information

I, _____, declare and affirm that to the best of my knowledge, information and belief, the facts and representations set forth in this compliance demonstration are true and correct and no material facts have been omitted.

_____ Signature of
Authorized Representative Title / Date

SUBSCRIBED AND SWORN to me before this _____ day of _____,
2_____.

Notary Public

SEAL

Chicago Public Schools Students Internship Agreement

FORM 106

Bidder/Proposer has agreed to participate in a program for Chicago Public School students to offer internship opportunities, which will benefit students in understanding the prospective career options available to them in the Bidder/Proposer's industry.

Student Interns will be selected from of the Chicago Public Schools Department of College and Career Preparation Programs and Office of Specialized Services. Participation may be realized through: (1) full and/or part-time entry level employment opportunities and/or
(2) full and/or part time paid student internships for current CTE Program students.

Bidder/Proposer is committed to participate in the program in a substantial way in terms of the number of students served and the resources devoted by the firm and will ensure that its student internship program is significant in terms of its training, employment and continuing education objectives. Arrangements shall be made with Jacqueline Dace, Partnership Development Manager of Department of College and Career Preparation 773-553-5077 to employ _____ students(s) interns to perform the following:
(Number of students)

<u># Interns</u>	<u>Scope of Work</u>	<u>Timeframe</u>	<u>Hourly Pay Range</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Upon Contract Award, this Internship Agreement sets forth the commitment and responsibilities of the Prime Bidder/Proposer with respect to the Chicago Public Schools Department of College and Career Preparation. Prime Bidder/Proposer agrees to comply with and be bound by the provisions of the Internship Agreement.

This AGREEMENT is made and entered into on this _____ day of _____, 20____.

Day Month Year

By _____ having as principal place of business at _____

(Company name)

_____ , _____ , _____ , _____

(Street Address) (City) (State) (Zip)

Signature (CTE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Title

Title

Date

Date

Subscribed and sworn before me this _____ day of _____, 20____.

SEAL

Notary Public _____.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-331-8032 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For <u>In-Network</u> : \$2,000 Individual / \$4,000 Family For <u>Out-of-Network</u> : \$4,000 Individual / \$8,000 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to <u>pay</u> .
Are there services covered before you meet your deductible?	Yes. Certain <u>preventive care</u> is covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan?	For <u>In-Network</u> : \$4,000 Individual / \$8,000 Family For <u>Out-of-Network</u> : \$8,000 Individual / \$16,000 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See www.bcbsil.com or call 1-800-331-8032 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
		What You Will Pay		
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% <u>coinsurance</u>	50% <u>coinsurance</u>	Virtual Visits: 20% <u>coinsurance</u> /visit; <u>deductible</u> applies. See your benefit booklet* for details.
	<u>Specialist</u> visit	20% <u>coinsurance</u>	50% <u>coinsurance</u>	None
	<u>Preventive care/screening/immunization</u>	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	20% <u>coinsurance</u>	50% <u>coinsurance</u>	<u>Preauthorization</u> may be required; see your benefit booklet* for details.
	<u>Imaging</u> (CT/PET scans, MRIs)	20% <u>coinsurance</u>	50% <u>coinsurance</u>	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.caremark.com <u>Prescription drugs</u> administered by Caremark.	Generic drugs	20% <u>coinsurance</u>	20% <u>coinsurance</u>	RX carved out to Caremark
	Preferred brand drugs	20% <u>coinsurance</u>	20% <u>coinsurance</u>	
	Non-preferred brand drugs	20% <u>coinsurance</u>	20% <u>coinsurance</u>	
	<u>Specialty drugs</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	RX carved out to Caremark
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	50% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	Physician/surgeon fees	20% <u>coinsurance</u>	50% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	<u>Emergency medical transportation</u>	No Charge after <u>deductible</u>	No Charge after <u>deductible</u>	<u>Preauthorization</u> may be required for non-emergency transportation; see your benefit booklet* for details.
	<u>Urgent care</u>	20% <u>coinsurance</u>	50% <u>coinsurance</u>	None

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com

Common Medical Event	Services You May Need	In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
		What You Will Pay		
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	50% <u>coinsurance</u>	<u>Preauthorization</u> required. <u>Preauthorization</u> penalty: 50% of the eligible charge <u>Out-of-Network</u> . See your benefit booklet* for details.
	Physician/surgeon fees	20% <u>coinsurance</u>	50% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge after <u>deductible</u>	20% <u>coinsurance</u>	<u>Preauthorization</u> may be required; see your benefit booklet* for details. Virtual Visits: 20% <u>coinsurance</u> /visit; <u>deductible</u> applies. See your benefit booklet* for details.
	Inpatient services	No Charge after <u>deductible</u>	20% <u>coinsurance</u>	<u>Preauthorization</u> required.
If you are pregnant	Office visits	20% <u>coinsurance</u>	50% <u>coinsurance</u>	<u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% <u>coinsurance</u>	50% <u>coinsurance</u>	
	Childbirth/delivery facility services	20% <u>coinsurance</u>	50% <u>coinsurance</u>	None

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com

Common Medical Event	Services You May Need	In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
		What You Will Pay		
If you need help recovering or have other special health needs	<u>Home health care</u>	20% <u>coinsurance</u>	50% <u>coinsurance</u>	<u>Preauthorization</u> may be required. Limited to 60 visits per benefit period.
	<u>Rehabilitation services</u>	\$30 <u>copay/visit</u>	20% <u>coinsurance</u>	<u>Preauthorization</u> may be required. Limited to 60 visits combined per benefit period for occupational therapy, speech therapy and physical therapy. <u>Deductible</u> applies.
	<u>Habilitation services</u>	\$30 <u>copay/visit</u>	20% <u>coinsurance</u>	
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	50% <u>coinsurance</u>	<u>Preauthorization</u> may be required. Limited to 120 days per admission.
	<u>Durable medical equipment</u>	20% <u>coinsurance</u>	50% <u>coinsurance</u>	<u>Preauthorization</u> may be required. Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price).
	<u>Hospice services</u>	20% <u>coinsurance</u>	50% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Benefits available through EyeMed.
	Children's glasses	Not Covered	Not Covered	
	Children's dental check-up	Not Covered	Not Covered	Benefits available through Delta Dental.

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)		
<ul style="list-style-type: none"> Bariatric surgery Dental care (Adult) 	<ul style="list-style-type: none"> Long term care Routine eye care (Adult) 	<ul style="list-style-type: none"> Routine foot care (with the exception of person with diagnosis of diabetes) Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"> Acupuncture Chiropractic care (Chiropractic and Osteopathic manipulation limited to 30 visits to per calendar year) Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases) 	<ul style="list-style-type: none"> Hearing aids Infertility treatment (4 invitro attempt maximum per lifetime) Most coverage provided outside the United States. See www.bcbsil.com 	<ul style="list-style-type: none"> Non-emergency care when traveling outside the U.S. Private-duty nursing (with the exception of inpatient private duty nursing) (60 visits per calendar year)

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-331-8032, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-331-8032 or visit www.bcbsil.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit <http://insurance.illinois.gov>.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-331-8032.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-331-8032.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-331-8032.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-331-8032.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's</u> overall <u>deductible</u>	\$2,000
■ <u>Specialist</u> coinsurance	20%
■ Hospital (facility) <u>coinsurance</u>	20%
■ Other <u>coinsurance</u>	20%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
---------------------------	-----------------

In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$2,000
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$2,000
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$4,060

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's</u> overall <u>deductible</u>	\$2,000
■ <u>Specialist</u> coinsurance	20%
■ Hospital (facility) <u>coinsurance</u>	20%
■ Other <u>coinsurance</u>	20%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
---------------------------	----------------

In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	2,000
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$700
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$2,720

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's</u> overall <u>deductible</u>	\$2,000
■ <u>Specialist</u> coinsurance	20%
■ Hospital (facility) <u>coinsurance</u>	20%
■ Other <u>coinsurance</u>	20%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
---------------------------	----------------

In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$2,000
<u>Copayments</u>	\$100
<u>Coinsurance</u>	\$90
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$2,190



Health care coverage is important for everyone.

We provide free communication aids and services for anyone with a disability or who needs language assistance. We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.

Office of Civil Rights Coordinator
300 E. Randolph St.
35th Floor
Chicago, Illinois 60601

Phone: 855-664-7270 (voicemail)
TTY/TDD: 855-661-6965
Fax: 855-661-6960

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:


U.S. Dept. of Health & Human Services
200 Independence Avenue SW
Room 509F, HHH Building 1019
Washington, DC 20201

Phone: 800-368-1019
TTY/TDD: 800-537-7697
Complaint Portal: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>
Complaint Forms: <http://www.hhs.gov/ocr/office/file/index.html>



 **The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-892-2803 or at <https://policy-srv.box.com/s/vbt0dd3dxoy7bux4f856pxfxmv10v0pl>.
For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0	See the Common Medical Events chart below for your costs for services this <u>plan</u> covers.
Are there services covered before you meet your deductible?	No.	You will have to meet the <u>deductible</u> before the <u>plan</u> pays for any services.
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u>?	\$1,500 Individual / \$3,000 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u>?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u>?	Yes. See www.bcbsil.com or call 1-800-892-2803 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u>?	Yes.	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>referral</u> before you see the <u>specialist</u> .

 All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	\$30/visit	Not Covered	Services or supplies that are not ordered by your <u>Primary Care Physician</u> or Women's Principal Health Care <u>Provider</u> , except emergency and routine vision exams, are not covered.
	<u>Specialist</u> visit	\$45/visit	Not Covered	<u>Referral</u> required.
	<u>Preventive care/screening/immunization</u>	No Charge	Not Covered	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	Not Covered	<u>Referral</u> required.
	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.caremark.com .	Generic drugs	\$10 <u>copay</u> /prescription (retail) \$20 <u>copay</u> /prescription (mail order)	40% <u>coinsurance</u>	Certain women's preventative services will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact Caremark. 30 day retail/90 day mail. Coverage based on group policy.
	Preferred brand drugs	\$40 <u>copay</u> /prescription (retail) \$90 <u>copay</u> /prescription (mail order)	40% <u>coinsurance</u>	
	Non-preferred brand drugs	\$55 <u>copay</u> /prescription (retail) \$120 <u>copay</u> /prescription (mail order)	40% <u>coinsurance</u>	
	<u>Specialty drugs</u>	\$95 <u>copay</u> /prescription (retail) \$200 <u>copay</u> /prescription (mail order)	40% <u>coinsurance</u>	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	\$225/visit	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.

*For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/vbt0dd3dxoy7bux4f856pxfxmv10v0pl>.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	<u>Emergency room care</u>	\$200/visit	\$200/visit	<u>Copayment</u> waived if admitted.
	<u>Emergency medical transportation</u>	No Charge	No Charge	Ground transportation only.
	<u>Urgent Care</u>	\$30/visit	Not Covered	Must be affiliated with member's chosen medical group or <u>referral</u> required.
If you have a hospital stay	Facility fee (e.g., hospital room)	\$275/admission	Not Covered	<u>Referral</u> required.
	Physician/surgeon fees	No Charge	Not Covered	<u>Referral</u> required.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$20/visit	Not Covered	Unlimited visits. <u>Referral</u> required.
	Inpatient services	\$275/admission	Not Covered	Unlimited visits. <u>Referral</u> required.
If you are pregnant	Office visits	\$30 PCP/ SPC \$45/visit	Not Covered	<u>Copayment</u> applies for the first prenatal visit only.
	Childbirth/delivery professional services	No Charge	Not Covered	<u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> may apply. Maternity care may include tests and service described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery facility services	\$275/admission	Not Covered	<u>Referral</u> required.
If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge	Not Covered	<u>Referral</u> required.
	<u>Rehabilitation services</u>	\$30/visit	Not Covered	60 visits combined for all therapies. <u>Referral</u> required.
	<u>Habilitation services</u>	\$30/visit	Not Covered	
	<u>Skilled nursing care</u>	\$275/admission	Not Covered	Excludes custodial care. <u>Referral</u> required.
	<u>Durable medical equipment</u>	No Charge	Not Covered	<u>Referral</u> required. Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price).
	<u>Hospice services</u>	No Charge	Not Covered	Inpatient <u>copayment</u> may apply. <u>Referral</u> required.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	No Charge	Not Covered	Limited to one exam every 12 months at participating providers.
	Children's glasses	Not Covered	Not Covered	Benefits available if elected through EyeMed.
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)		
<ul style="list-style-type: none"> • Custodial care • Dental care (Adult) 	<ul style="list-style-type: none"> • Long term care • Non-emergency care when traveling outside the U.S. 	<ul style="list-style-type: none"> • Private-duty nursing

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"> • Acupuncture • Bariatric surgery • Chiropractic care • Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases) 	<ul style="list-style-type: none"> • Hearing aids (for children 1 per ear every 24 months, for adults up to \$2,500 per ear every 24 months) • Infertility treatment (4 invitro attempt maximum with special approval up to 6 per benefit period) • Most coverage provided outside the United States. See www.bcbsil.com 	<ul style="list-style-type: none"> • Routine eye care (Adult) • Routine foot care (with the exception of person with diagnosis of diabetes) • Weight loss programs (except when non-medically supervised)

*For more information about limitations and exceptions, see the plan or policy document at <https://policy-srv.box.com/s/vbt0dd3dxoy7bux4f856pxfxmv10v0pl>.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-892-2803, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-892-2803 or visit www.bcbsil.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at 1-877-527-9431 or visit <http://insurance.illinois.gov>.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-892-2803.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-892-2803.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-892-2803.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-892-2803.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$0
- Specialist copayment \$45
- Hospital (facility) copayment \$275
- Other \$0

This EXAMPLE event includes services like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
---------------------------	-----------------

In this example, Peg would pay:

<i>Cost sharing</i>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$300
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$360

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$0
- Specialist copayment \$45
- Hospital (facility) copayment \$275
- Other \$0

This EXAMPLE event includes services like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable Medical Equipment (*glucose meter*)

Total Example Cost	\$5,600
---------------------------	----------------

In this example, Joe would pay:

<i>Cost sharing</i>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$1,000
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,020

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$0
- Specialist copayment \$45
- Hospital (facility) copayment \$275
- Other \$0

This EXAMPLE event includes services like:

- Emergency room care (*including medical supplies*)
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
---------------------------	----------------

In this example, Mia would pay:

<i>Cost sharing</i>	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$500
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$500



Health care coverage is important for everyone.

We provide free communication aids and services for anyone with a disability or who needs language assistance. We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a [grievance](#).

Office of Civil Rights Coordinator
300 E. Randolph St.
35th Floor
Chicago, Illinois 60601

Phone: 855-664-7270 (voicemail)
TTY/TDD: 855-661-6965
Fax: 855-661-6960

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services
Independence Avenue SW
Room 509F, HHH Building 1019
Washington, DC 20201

Phone: 800-368-1019
TTY/TDD: 800-537-7697
Complaint Portal: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>
Complaint Forms: <http://www.hhs.gov/ocr/office/file/index.html>




If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 855-710-6984

Español Spanish	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 855-710-6984.
العربية Arabic	إن كان لديك أو لدى شخص تساعدته أسئلة، فلدك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون أية تكلفة. للتحدث مع مترجم فوري، اتصل على الرقم 855-710-6984.
繁體中文 Chinese	如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請撥電話 號碼 855-710-6984。
Français French	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez 855-710-6984.
Deutsch German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 855-710-6984 an.
ગુજરાતી Gujarati	જો તમને અથવા તમે મદદ કરી રહ્યા હોય એવા કોઈ બાજી વ્યક્તિને એસ.બી.એમ. કાયકમ બાબતે પ્રશ્નો હોય, તો તમને વિના ખર્ચે, તમારી ભાષામાં મદદ અને માહિતી મેળવવાની હકક છે. દુભાષિયા સાથે વાત કરવા માટે આ નંબર 855-710-6984 પર કોલ કરો.
हिंदी Hindi	यदि आपके, या आप जिसको सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपको अपनी भाषा में निःशुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए 855-710-6984 पर कॉल करें।
Italiano Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il numero 855-710-6984.
한국어 Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 통역사가 필요하시면 855-710-6984 로 전화하십시오.
Diné Navajo	T'áá ni, éí doodago ła'da bíká anánílwo'ígíí, na'ídíłkígo, ts'ídá bee ná ahóótí'i' t'áá níí'k'e níká a'doolwoł dóó bína'ídíłkígo bee ní h odoonih. Ata'dahalne'ígíí bich'i' hodíłnih kwe'é 855-710-6984.
فارسی Persian	اگر شما، یا کسی که شما به او کمک می کنید، سوالی داشته باشید، حق این را دارید که به زبان خود، به طور رایگان کمک و اطلاعات دریافت نمایید. جهت گفتگو با یک مترجم شفاهی، با شماره 855-710-6984 تماس حاصل نمایید.
Polski Polish	Jeśli Ty lub osoba, której pomagasz, macie jakiegokolwiek pytania, macie prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 855-710-6984.
Русский Russian	Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы связаться с переводчиком, позвоните по телефону 855-710-6984.
Tagalog Tagalog	Kung ikaw, o ang isang taong iyong tinutulungan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 855-710-6984.
اردو Urdu	اگر آپ کو، یا کسی ایسے فرد کو جس کی آپ مدد کر رہے ہیں، کوئی سوال درپیش ہے تو، آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ مترجم سے بات کرنے کے لیے، 855-710-6984 پر کال کریں۔
Tiếng Việt Vietnamese	Nếu quý vị, hoặc người mà quý vị giúp đỡ, có câu hỏi, thì quý vị có quyền được giúp đỡ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, gọi 855-710-6984.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-331-8032 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For <u>In-Network</u> : \$600 Individual / \$1,800 Family For <u>Out-of-Network</u> : \$1,200 Individual / \$3,600 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. Certain <u>preventive care</u> and emergency room services are covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	Yes. \$100 <u>deductible</u> for <u>In-Network</u> hospital admission. \$100 <u>deductible</u> for <u>Out-of-Network</u> hospital admission. There are no other specific <u>deductibles</u> .	You must pay all of the costs for these services up to the specific <u>deductible</u> amount before this <u>plan</u> begins to pay for these services.
What is the out-of-pocket limit for this plan?	For <u>In-Network</u> : \$2,700 Individual / \$5,200 Family For <u>Out-of-Network</u> : \$5,400 Individual / \$10,800 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See www.bcbsil.com or call 1-800-331-8032 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .

 All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 <u>copay</u> /visit plus 20% <u>coinsurance</u>	\$25 <u>copay</u> /visit plus 50% <u>coinsurance</u>	Virtual Visits: \$25 <u>copay</u> /visit; <u>deductible</u> does not apply. See your benefit booklet* for details.
	<u>Specialist</u> visit	\$40 <u>copay</u> /visit plus 20% <u>coinsurance</u>	\$40 <u>copay</u> /visit plus 50% <u>coinsurance</u>	None
	<u>Preventive care/screening/immunization</u>	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	20% <u>coinsurance</u>	50% <u>coinsurance</u>	<u>Preauthorization</u> may be required; see your benefit booklet* for details.
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	50% <u>coinsurance</u>	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.caremark.com <u>Prescription drugs</u> administered by Caremark.	Generic drugs	\$10 <u>copay</u> /prescription (retail) \$20 <u>copay</u> /prescription (mail order)	40% <u>coinsurance</u>	Limits on maintenance medical refills apply. On 6th refill and subsequent refills, the cost is 40% or the <u>plan copay</u> , whichever is greater.
	Preferred brand drugs	\$40 <u>copay</u> /prescription (retail) \$90 <u>copay</u> /prescription (mail order)	40% <u>coinsurance</u>	
	Non-preferred brand drugs	\$55 <u>copay</u> /prescription (retail) \$120 <u>copay</u> /prescription (mail order)	40% <u>coinsurance</u>	
	<u>Specialty drugs</u>	\$95 <u>copay</u> /prescription (retail) \$200 <u>copay</u> /prescription (mail order)	40% <u>coinsurance</u>	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	50% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	Physician/surgeon fees	20% <u>coinsurance</u>	50% <u>coinsurance</u>	None

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	<u>Emergency room care</u>	\$200 <u>copay/visit</u> ; <u>deductible</u> does not apply	\$200 <u>copay/visit</u> ; <u>deductible</u> does not apply	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	No Charge; after <u>deductible</u>	No Charge; after <u>deductible</u>	<u>Preauthorization</u> may be required for non-emergency transportation; see your benefit booklet* for details. Ground ambulance covered at 100% for both In and <u>Out-of-Network</u> .
	<u>Urgent care</u>	\$25 <u>copay/visit</u> ; <u>deductible</u> does not apply	50% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	50% <u>coinsurance</u>	<u>Preauthorization</u> required. <u>Preauthorization</u> penalty: 50% of the eligible charge <u>Out-of-Network</u> . See your benefit booklet* for details. \$100 <u>deductible</u> per admission for <u>In-Network</u> and <u>Out-of-Network</u> providers.
	Physician/surgeon fees	20% <u>coinsurance</u>	50% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$25 <u>copay/visit</u> ; <u>deductible</u> does not apply 20% <u>coinsurance</u> for other outpatient services	\$25 <u>copay/visit</u> plus 20% <u>coinsurance</u>	PCP <u>copay</u> applies to psychotherapy office visit only. <u>Preauthorization</u> may be required; see your benefit booklet* for details. Virtual Visits: \$25 <u>copay/visit</u> ; <u>deductible</u> does not apply. See your benefit booklet* for details.
	Inpatient services	20% <u>coinsurance</u>	50% <u>coinsurance</u>	<u>Preauthorization</u> required. \$100 <u>deductible</u> per admission for <u>In-Network</u> and <u>Out-of-Network</u> providers.
If you are pregnant	Office visits	\$25 <u>copay/visit</u> plus 20% <u>coinsurance</u>	50% <u>coinsurance</u>	<u>Copay</u> applies to first prenatal visit (per pregnancy). <u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> , <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% <u>coinsurance</u>	50% <u>coinsurance</u>	
	Childbirth/delivery facility services	20% <u>coinsurance</u>	50% <u>coinsurance</u>	\$100 <u>deductible</u> per admission for <u>In-Network</u> and <u>Out-of-Network</u> providers.

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	20% <u>coinsurance</u>	50% <u>coinsurance</u>	<u>Preauthorization</u> may be required. Limited to 60 visits per benefit period.
	<u>Rehabilitation services</u>	\$30 <u>copay/visit</u>	20% <u>coinsurance</u>	<u>Preauthorization</u> may be required. Limited to 60 visits combined per benefit period for occupational therapy, speech therapy and physical therapy. Chiropractic and Osteopathic manipulations limited to 30 visits per benefit period.
	<u>Habilitation services</u>	\$30 <u>copay/visit</u>	20% <u>coinsurance</u>	Limited to 120 days per admission. <u>Preauthorization</u> may be required. \$100 <u>deductible</u> per admission for <u>In-Network</u> and <u>Out-of-Network providers</u> .
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	50% <u>coinsurance</u>	<u>Preauthorization</u> may be required. Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price).
	<u>Durable medical equipment</u>	20% <u>coinsurance</u>	50% <u>coinsurance</u>	<u>Preauthorization</u> may be required. \$100 <u>deductible</u> per admission for <u>In-Network</u> and <u>Out-of-Network providers</u> .
	<u>Hospice services</u>	20% <u>coinsurance</u>	50% <u>coinsurance</u>	

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Benefits available if elected through EyeMed.
	Children's glasses	Not Covered	Not Covered	
	Children's dental check-up	Not Covered	Not Covered	Benefits available through Delta Dental.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none"> Dental care (Adult) Long term care 	<ul style="list-style-type: none"> Routine foot care (with the exception of person with diagnosis of diabetes) 	<ul style="list-style-type: none"> Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
<ul style="list-style-type: none"> Acupuncture Bariatric surgery Chiropractic care (Chiropractic and Osteopathic manipulation limited to 30 visits per calendar year) Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases) 	<ul style="list-style-type: none"> Hearing aids Infertility treatment (4 invitro attempt maximum per lifetime) Most coverage provided outside the United States. See www.bcbsil.com 	<ul style="list-style-type: none"> Non-emergency care when traveling outside the U.S. Private-duty nursing (with the exception of inpatient private duty nursing) (60 visits per calendar year) Routine eye care (Adult)

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-331-8032, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-331-8032 or visit www.bcbsil.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit <http://insurance.illinois.gov>.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-331-8032.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-331-8032.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-331-8032.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-331-8032.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$600
- Specialist both \$40+20%
- Hospital (facility) both \$100+20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
---------------------------	-----------------

In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles*</u>	\$700
<u>Copayments</u>	\$30
<u>Coinsurance</u>	\$2,000
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$2,760

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$600
- Specialist both \$40+20%
- Hospital (facility) both 100+20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
---------------------------	----------------

In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$600
<u>Copayments</u>	\$900
<u>Coinsurance</u>	\$200
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,720

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$600
- Specialist both \$40+20%
- Hospital (facility) both 100+20%
- Other coinsurance 20%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
---------------------------	----------------

In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$600
<u>Copayments</u>	\$400
<u>Coinsurance</u>	\$100
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,100

*Note: This plan has other deductibles for specific services included in this coverage example. See "Are there other deductibles for specific services?" row above.



Health care coverage is important for everyone.

We provide free communication aids and services for anyone with a disability or who needs language assistance. We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.

Office of Civil Rights Coordinator
300 E. Randolph St.
35th Floor
Chicago, Illinois 60601

Phone: 855-664-7270 (voicemail)
TTY/TDD: 855-661-6965
Fax: 855-661-6960

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services
200 Independence Avenue SW
Room 509F, HHH Building 1019
Washington, DC 20201

Phone: 800-368-1019
TTY/TDD: 800-537-7697
Complaint Portal: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>
Complaint Forms: <http://www.hhs.gov/ocr/office/file/index.html>



If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 855-710-6984.

Español Spanish	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 855-710-6984.
العربية Arabic	إن كان لديك أو لدى شخص تساعد أسئلة، ف لديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون أية تكلفة. للتحدث مع مترجم فوري، اتصل على الرقم 855-710-6984.
繁體中文 Chinese	如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請撥電話號碼 855-710-6984。
Français French	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez 855-710-6984.
Deutsch German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 855-710-6984 an.
ગુજરાતી Gujarati	જો તમને અથવા તમે મદદ કરી રહ્યા હોય એવા કોઈ બીજા વ્યક્તિને એસ બી.એમ. કાર્યક્રમ બાબતે પ્રશ્નો હોય, તો તમને વિના ખર્ચે, તમારી ભાષામાં મદદ અને માહિતી મેળવવાની હસ્સ છે. દુભાષિયા સાથે વાત કરવા માટે આ નંબર 855-710-6984 પર કોલ કરો.
हिंदी Hindi	यदि आपके, या आप जिसकी सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपको अपनी भाषा में नि:शुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए 855-710-6984 पर कॉल करें।
Italiano Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il numero 855-710-6984.
한국어 Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 통역사가 필요하시면 855-710-6984 로 전화하십시오.
Diné Navajo	T'áá ní, éí doodago ła'da biká anánílwo'ígíí, na'ídiłkidgo, ts'ídá bee ná ahóóti'i' t'áá níik'e níká a'doolwoł dóó bina'ídiłkidígíí bee ní h odoonih. Ata'dahalne'ígíí bich'i' hodíilnih kwe'e 855-710-6984.
فارسی Persian	اگر شما، یا کسی که شما به او کمک می کنید، سوالاتی داشته باشید، حق این را دارید که به زبان خود، به طور رایگان کمک و اطلاعات دریافت نمایید. جهت گفتگو با یک مترجم شفاهی، با شماره 855-710-6984 تماس حاصل نمایید.
Polski Polish	Jeśli Ty lub osoba, której pomagasz, macie jakiegokolwiek pytania, macie prawo do uzyskania bezpłatnej informacji i pomocy w własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 855-710-6984.
Русский Russian	Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы связаться с переводчиком, позвоните по телефону 855-710-6984.
Tagalog Tagalog	Kung ikaw, o ang isang taong iyong tinutulongan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 855-710-6984.
اردو Urdu	اگر آپ کو، یا کسی ایسے فرد کو جس کی آپ مدد کر رہے ہیں، کوئی سوال درپیش ہے تو، آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ مترجم سے بات کرنے کے لیے، 855-710-6984 پر کال کریں۔
Tiếng Việt Vietnamese	Nếu quý vị, hoặc người mà quý vị giúp đỡ, có câu hỏi, thì quý vị có quyền được giúp đỡ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, gọi 855-710-6984.

Agency Exhibits

Chicago Transit Authority

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:

1. 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.
6. 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. **By executing this Certification, Contractor agrees that the Authority or its designated representatives may audit Contractor's records and procedures as necessary to ensure compliance with the foregoing requirements.**

Signature and Title of Authorized Official

Date

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

_____, 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 indicted for or otherwise criminally or civilly 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.
5. Meet the Authority's requirements and that it, its principles, and its subcontractors 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
6. That it is not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is it delinquent in the payment of any tax administered by the Illinois Department of Revenue. For purposes of this certification, delinquent means a debt that is due and owing for which no payment plan, offer-in-compromise, dispute contesting the validity of the debt, or other means addressing the debt has been made.

THE PRIMARY PARTICIPANT (APPLICANT OR POTENTIAL CONTRACTOR 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 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.

**CERTIFICATION OF LOWER TIER PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

_____, 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 indicted for or otherwise criminally or civilly 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.
5. Meet the Authority's requirements and that it, its principles, and its subcontractors 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
6. That it is not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is it delinquent in the payment of any tax administered by the Illinois Department of Revenue. For purposes of this certification, delinquent means a debt that is due and owing for which no payment plan, offer-in-compromise, dispute contesting the validity of the debt, or other means addressing the debt has been made

THE LOWER TIER PARTICIPANT (APPLICANT OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) _____ CERTIFIES
(Company name)
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.

LOBBYING CERTIFICATION – (PRIME)

**Certification for Contracts, Grants, Loans
and Cooperative Agreements**

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 _____, 20_____.

By: _____
(Type or print name of contractor)

(Signature of authorized officer)

(Title of authorized officer)

LOBBYING CERTIFICATION – (SUBCONTRACTOR)

**Certification for Contracts, Grants, Loans
and Cooperative Agreements**

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 _____, 20_____.

By: _____
(Type or print name of contractor)

(Signature of authorized officer)

(Title of authorized officer)

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:

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:

<https://www.transitchicago.com/procurement/regulations-and-policies/>

- (1) (“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

(B) The undersigned solemnly declares and affirms under penalty of perjury that, to the best of his or her knowledge and belief, no employees of the Contractor or its Subcontractors meet the criteria set forth above and, as such, the Minimum Wage Policy is not applicable to this Contract. The undersigned further declares 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)

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.

<u>Firm Name</u>	<u>Contact Person</u>	<u>Telephone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 Interest	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? Yes No

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 employee employed by the Bidder: Yes No

If Yes, provide name, title and areas of responsibility:

Name	Title	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 corporation:

Name	Title
_____	_____
_____	_____
_____	_____

3. List below the name and title of all directors of the 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
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

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
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

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

1. Trust name and number, or other information identifying the trust: _____

2. List below the name and business address of all trustees:

Name	Business Address
_____	_____
_____	_____

3. List below the name, business address, and percentage of ownership interest of all beneficiaries:

Name	Business 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)

AFFIDAVIT OF PROMPT PAYMENT

Complete either (A) or (B), as applicable

(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 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 days after the CTA 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 CTA 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 CTA 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

(B) The undersigned solemnly declares and affirms under penalty of perjury that no Subcontractors will be used in the performance of the work or services and, as such, the statutory prompt payment requirements are inapplicable. The undersigned further declares that he/she is authorized on behalf of the Contractor to sign this affidavit.

(Name of Contractor)

(Signature)

(Name and Title of Affiant)

(Date)

**SPECIAL CONDITIONS
DISADVANTAGED BUSINESS ENTERPRISE
REQUESTS FOR PROPOSALS (RFP)
LETTERS OF INTEREST AND QUALIFICATIONS (LIQ)**

CONTRACT NUMBER: _____

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 compete 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:
--

- C.** The CTA may establish separate DBE goals for the design work and construction work on this Project (“split DBE goals”). The design goal would pertain to all architectural, engineering, construction management, surveying and other professional services work pertaining to design. The construction goal would pertain to all work pertaining to building the structure that is designed. If the CTA has established split DBE goals for this Contract, it will be so noted in the box above next to the relevant percentage.

In the event the CTA establishes split DBE goals, the bidder must submit two separate, clearly marked Schedule Ds, one each for the design and construction portions of the contract. Each schedule must identify the total value of each portion of work, which includes but is not limited to overhead & profit, options, contingency, and allowances. The split DBE goal is intended to cover all of the work under the contract, and the two Schedule Ds should, when added together, constitute the contract price of all work. If the Contractor has any questions about whether any work constitutes design work or construction work, please ask CTA for clarification.

Split DBE goals are independent goals for each portion of the Work, and the Contractor will be independently evaluated for its performance in meeting each of the two goals.

- D.** 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.
- E.** The DBE contract goal is expressed as a percentage of the total contract price (except for split DBE goals, described above). 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 hereof 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.**

- F. 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.
- G. The goal may be met, as further explained in Section IV hereof 1) by the Bidder's status as a DBE firm, 2) by participation in a Joint Venture by one or more DBE firm(s), 3) by subcontracting a portion of the work to one or more DBE firm(s), 4) by the purchase of materials used in the performance of the contract from one or more DBE firm(s) 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.
- H. 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.
- I. 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 DBE Liaison Officer 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 <https://webapps.dot.illinois.gov/UCP/ExternalSearch>. 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, Kiribati, 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 DBE Liaison Officer 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 DBE Liaison Officer 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 DBE Liaison Officer 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 DBE Liaison Officer 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 DBE Liaison Officer will evaluate the amount of work subcontracted, industry practices and other relevant factors. The DBE Liaison Officer 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 DBE Liaison Officer must determine the fee or charge to be reasonable and not excessive as compared with fees or charges customarily allowed for similar services.
- 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 DBE Liaison Officer.

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 minority-focus 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 participation in the Joint Venture being ineligible for counting toward 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 DBE Liaison Officer. These written agreements shall be made available to the DBE Liaison Officer 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"), <https://cta.dbesystem.com/>, 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, and require its Subcontractors to include these assurances in their 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 DBE Liaison Officer 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 DBE Liaison Officer. 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 DBE Liaison Officer, 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 DBE Liaison

Officer.

- 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 DBE Liaison Officer 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. Damages. 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. Arbitration procedures. 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. Fees. 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. Entry of judgment. 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. Illinois Law. 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)
2. Federal Law. 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, which may include but is not limited to:

- 1) Termination of contract;
- 2) Withholding monthly progress payments;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible.

The Contractor agrees to include this assurance in all subcontracts and require its Subcontractors to include these assurances in their 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 and require its Subcontractors to include these assurances in their subcontracts.**

G. **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.**

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>.



GUIDANCE CONCERNING GOOD FAITH EFFORTS (49 CFR – 26.53)

In order to be responsive, a bidder must make good faith efforts to meet the DBE/SBE participation goal set forth in the contract. The bidder must document the good faith efforts it made in that regard. Thus, the Bid/Proposal submitted to the Authority must be accompanied by written documentation prepared by the bidder/proposer 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/SBE participation to meet the contract DBE/SBE participation goal. Mere *pro forma* efforts are not acceptable and will be rejected by the DBE Liaison Officer (DBELO). Good Faith Efforts require that the bidder/proposer consider all qualified DBE/SBE firms, who express an interest in performing work under the contract. This means that the bidder/proposer cannot reject a DBE/SBE as unqualified unless the bidder has sound reasons based on a thorough investigation of the DBE/SBE firm's capabilities. Further, the DBE/SBE firm'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 bids in the Contractor's efforts to meet the contract DBE/SBE 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/proposer to meet the DBE/SBE 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 DBE/SBE firms 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 DBE/SBE firms that their interest in the contract is solicited.
- Documentation of efforts to negotiate with DBE/SBE firms for specific sub-contracts including at a minimum:
 - The names, addresses, and telephone numbers of DBE/SBE firms that were contacted and the date(s) of contact.
 - A description of the information provided to DBE/SBE firms regarding the plans and specifications for portions of the work to be performed.
 - A statement explaining why additional agreements with DBE/SBE firms were not reached.
- For each DBE/SBE the bidder/proposer contacted but rejected as unqualified, the reason for the conclusion.
- Documentation of efforts made to assist the DBE/SBE firms contacted that needed assistance in obtaining bonding or insurance required by the bidder/proposer or the Authority.
- Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBE/SBE firms.
- Documentation that the bidder/proposer has broken out contract work items into economically feasible units in fields where there are available DBE/SBE firms to perform the work.
- Evidence that adequate information was provided to interested DBE/SBE firms 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 DBE/SBE firms in obtaining necessary equipment, supplies, materials or related assistance or services.



DBE – SCHEDULES

INSTRUCTION PAGE

1. **Do not submit the *Instructions Page*.**
2. Joint ventures that intend to count participation by a **DBE** as a joint venture partner toward the **DBE** goal must complete a **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 the **Schedule D** must complete a **Schedule C**.
 - a. **Schedule C-2** is to be used for **NON-CONSTRUCTION** contracts, **excluding** task order based 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:

DBE WORK CATEGORIES

Work Categories	Credit (%)
Joint Venture partner	100% of work performed
Manufacturer	100%
Trucking	100%
Regular Dealer	60%
Broker	Fees and/or commission

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 the value of transportation services on the contract provided by **DBE-owned** trucks or leased trucks with **DBE** employee drivers.

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.



DBE – SCHEDULES

INSTRUCTION PAGE

- 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.
- Schedule B:** Refers to the **Affidavit of Joint Venture**, which confirms the association of a **DBE** firm and one or more other firm(s) to carry out a single, for-profit business enterprise.
- Schedule C:** Refers to the **Participant Statement** that is completed by the certified **DBE** firm(s) and **Bidder** that is included on the **Schedule D**.
- Schedule D:** Refers to the **DBE Utilization Plan**, completed by the **Bidder** showing the overall breakdown of each **DBE** firm: their tier, work category and scope of work and the contract dollar amount or their participation percentage of the contract.

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.



DBE - SCHEDULE B

AFFIDAVIT OF JOINT VENTURE

JOINT VENTURE INFORMATION

- a. NAME OF JOINT VENTURE: _____
- b. ADDRESS: _____
- c. PHONE NUMBER: () _____ - _____

JOINT VENTURE PARTNERS INFORMATION (attach additional pages if necessary)

a. FIRM A

- i. FIRM NAME: _____
- ii. ADDRESS: _____
- iii. PHONE NUMBER: () _____ - _____
- iv. DBE CERTIFIED: YES NO

b. FIRM B

- i. FIRM NAME: _____
- ii. ADDRESS: _____
- iii. PHONE NUMBER: () _____ - _____
- iv. DBE CERTIFIED: YES NO

c. FIRM C

- i. FIRM NAME: _____
- ii. ADDRESS: _____
- 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: _____

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.

DBE - SCHEDULE B

AFFIDAVIT OF 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 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

- 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): _____%

c. PROFIT & LOSS

i. DBE OWNERSHIP PERCENTAGE(S): _____%

ii. NON-DBE OWNERSHIP PERCENTAGE(S): _____%

d. 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.

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.

DBE - SCHEDULE B

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 ALL 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:** _____

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.

DBE - SCHEDULE B

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:
	_____	_____	_____

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.

DBE - SCHEDULE B

AFFIDAVIT OF JOINT VENTURE

PROFESSION	FIRM A:	FIRM B:	FIRM C:
PROFESSIONAL			
ADMINISTRATIVE			
UNSKILLED LABOR			

- a. **ARE ANY PROPOSED JOINT VENTURE EMPLOYEES CURRENTLY EMPLOYED BY ANY FIRM PARTICIPATING IN THIS JOINT VENTURE?** YES NO

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?**

ADDITIONAL INFORMATION

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

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.

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.*

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.

Signature of Owner, President, or Authorized Agent of Firm A

Name of Firm A

Printed Name of Owner, President, or Authorized Agent of Firm A

Printed Title

Date

Phone

PUBLIC NOTARY SECTION

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

Name of Firm A: _____

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:

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.

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.*

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.

Signature of Owner, President, or Authorized Agent of Firm B

Name of Firm B

Printed Name of Owner, President, or Authorized Agent of Firm B

Printed Title

Date

Phone

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) 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:

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.

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.*

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.

Signature of Owner, President, or Authorized Agent of Firm C

Name of Firm C

Printed Name of Owner, President, or Authorized Agent of Firm C

Printed Title

Date

Phone

PUBLIC NOTARY SECTION

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

Name of Firm C _____

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:

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.



DBE - SCHEDULE C-2

Participant Statement

**FOR NON-CONSTRUCTION &
NON-TASK ORDER BASED
CONTRACTS ONLY**

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 may 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. 1st Tier, 2nd Tier, 3rd 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 Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.

DBE - SCHEDULE C-2

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.

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.

Signature of Owner, President, or Authorized Agent of DBE

Name of DBE Firm

Printed Name of Owner, President, or Authorized Agent of DBE

Printed Title

Date

Phone:

PUBLIC NOTARY SECTION

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

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:

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within **five (5)** business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.



DBE - SCHEDULE D

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: _____ **CATEGORY NUMBER:** _____
(IF APPLICABLE) **(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
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within five (5) business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.

DBE - SCHEDULE D

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.

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.

Signature of Owner, President, or Authorized Agent of Prime Contractor

Name of Prime Contractor

Printed Name of Owner, President, or Authorized Agent of Prime Contractor

Printed Title

Date

Phone

PUBLIC NOTARY SECTION

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

Name of Prime Contractor: _____
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:

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within five (5) business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.



TECHNICAL ASSISTANCE AGENCIES

The following agencies are available to prospective bidders for assistance.

<p>Arquitectos</p> <p>Loop Station, PO Box 2587 Chicago IL 60690 Contact: Jose Espejo Phone: (773) 716-6042 Email: arqincchicago@gmail.com Website: www.arquitectoschicago.org</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Technical Assistance 	<p>Association of Asian American Construction Enterprises (AAACE)</p> <p>712 W. Root St Chicago, IL 60609 Contact: Christine Chung Phone: (312) 595-2010 Email: admin@aaacechicago.com Website: www.aaacechicago.com</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Technical Assistance
<p>Austin African American Business Networking Association (AAABNA) 5820 W. Chicago Ave.</p> <p>Chicago, IL 60651 Contact: Malcolm Crawford Phone: (773) 626.4497 Email: aaabna@yahoo.com Website: www.aaabna.org</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Technical Assistance 	<p>Black Contractors, Owners, and Executives (BCOE) 7811 S. Stony Island Ave.</p> <p>Chicago, IL 60649 Contact: Angela Drexel Phones: (708) 535-.6001 ext 304 Email: adrexel@livewire-systems.com Website: www.bcoechicago.org</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development
<p>Black Contractors United (BCU) 12000 S. Marshfield Ave.</p> <p>Calumet Park, IL 60827 Contact: Ed McKinnie Phone: 708-389-5730 Email: mckinnie@blackcontractorsunited.com Website: www.blackcontractorsunited.com</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Technical Assistance ✓ Bidding Assistance 	<p>Chatham Business Association (CBA), Small Business Development, Inc. 800 E. 78th St.</p> <p>Chicago, IL 60619 Contact: Pattilyn Beals Phone: (773) 994.5006 Email: pattilynbeals@cbaworks.org Website: www.cbaworks.org</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Certification Assistance ✓ Technical Assistance ✓ Bidding Assistance



TECHNICAL ASSISTANCE AGENCIES

The following agencies are available to prospective bidders for assistance.

<p>Chicago Urban League (CUL) – Center for Entrepreneurship & Innovation 4510 S. Michigan Ave.</p> <p>Chicago, IL 60653 Contact: Kevin Davenport Phone: (773) 451.3559 Email: kdavenport@thechicagourbanleague.org Website: www.chiurbanleaguecei.com</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Certification Assistance ✓ Technical Assistance ✓ Bidding Assistance 	<p>Chicago Minority Supplier Development Council (CMSDC) 105 W. Adams St. Suite 2300 Chicago, IL 60603 Contact: Neda Sharp Phone: (312) 755.8880 Email: nsharp@chicagomsdc.org Website: www.chicagomsdc.org</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Certification Assistance ✓ Technical Assistance ✓ Bidding Assistance
<p>Contractor Advisors Business Development Inc. 1507 E. 53rd St. Suite 906 Chicago, IL 60615 Contact: Suzaane F. Stanley Phone: (312) 436.0301 Email: sfstanley@contractoradvisors.us Website: www.contractoradvisors.us</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Bidding Assistance 	<p>Cosmopolitan Chamber of Commerce 1633 S. Michigan Ave.</p> <p>Chicago, IL 60616 Contact: Rhonda McGowan Phone (312) 971.9594 Email: rmcgowan@coscmochamber.org</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Bidding Assistance
<p>Federation of Women Contractors (FWC) 4210 W. Irving Park Rd.</p> <p>Chicago, IL 60641 Contact: Jaemie Neely Phone: (312) 360.1122 Email: jneely@fwcchicago.com Website: www.fwcchicago.com</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development 	<p>Greater Englewood Community Development Corporation (GECDC) 815 W. 63rd St. Chicago, IL 60621 Contact: Tamora Hughes Phone: (773) 651.2400 Email: thughes@gecdc.org Website: www.gecdc.org</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development



TECHNICAL ASSISTANCE AGENCIES

The following agencies are available to prospective bidders for assistance.

<p>Hispanic American Construction Industry Association (HACIA) 650 W. Lake St. Unit 415 Chicago, IL 60661 Contact: Juan Calahorrano Phone: (312) 575.0389 Email: jcalahorrano@haciaworks.org Website: www.haciaworks.org</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Certification Assistance ✓ Technical Assistance ✓ Bidding Assistance 	<p>HIRE 360 2301 S. Lake Shore Drive, Lakeside Center Chicago, IL 60616 Contact: Ashley Nicoson Phone: (312) 575-2515 Email: anicoson@hire360chicago.com Website: www.HIRE360Chicago.com</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Certification Assistance ✓ Technical Assistance ✓ Bidding Assistance
<p>Illinois Hispanic Chamber of Commerce (IHCC) 222 W. Merchandise Mart Plaza Suite 1212 c/o 1871 Chicago, IL 60654 Contact: Angie Alonso-Cone Phone: (312) 425.9500 Email: aalonso@ihccbusiness.net Website: www.ihccbusiness.net</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Certification Assistance ✓ Technical Assistance <p>Bidding Assistance</p>	<p>LGBT Chamber of Commerce 3179 N. Clark St. 2nd Floor Chicago, IL 60657 Contact: Jerome Holston Phone: (773) 303.0167 Email: jholston@lgbtcc.com Website: www.lgbtcc.com</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Technical Assistance
<p>Latin American Chamber of Commerce (LACC) 3512 W. Fullerton Ave. Chicago, IL 60647 Contact: D. Lorenzo Padron Phone: (773) 252.5211 Email: d.lorenzopadron@laccusa.com Website: www.laccusa.com</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Technical Assistance ✓ Bidding Assistance 	<p>National Association of Minority Contractors Chicago (NAMCC) 4455 S. Martin Luther King Dr. Chicago, IL 60653 Contact: Curtis Thompson Phone: (708) 439.4517 Email: curtis@namcchicago.org Website: www.namcchicago.org</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Technical Assistance



TECHNICAL ASSISTANCE AGENCIES

The following agencies are available to prospective bidders for assistance.

<p>MBDA Business Center Chicago 105 W. Adams St.</p> <p>Chicago, IL 60603 Contact: David Thomas Phone: (312) 755.8880 Email: dthamoas@chicagombdacenter.com Website: www.mbda.gov</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Certification Assistance 	<p>U.S. Minority Contractors Association (USMCA) 1250 South Grove Ave. Suite 200 Barrington, IL 60010 Contact: Ashley Washington Phone: (847) 852.5010 Email: admin@usminoritycontractors.org Website: www.usminoritycontractors.org</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Certification Assistance ✓ Technical Assistance <p>Bidding Assistance</p>
<p>National Organization of Minority Engineers (NOME) 33 W. Monroe St. Suite 1540 Chicago, IL 60603 Contact: Diana Hennington Phone: (312) 960.1239 Email: grandevents1@sbcglobal.net Website: www.nomeonline.org</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Technical Assistance 	<p>Women’s Business Development Center (WBDC) 8 S. Michigan Ave. 4th Floor Chicago, IL 60603 Contact: Freida Curry Phone: (312) 853.3477 Email: fcurry@wbdc.org Website: www.wbdc.org</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Certification Assistance ✓ Technical Assistance ✓
<p>Women Construction Owners & Executives (WCOE)</p> <p>308 Circle Ave. Forest Park, IL 60130 Contact: Mary Kay Minaghan Phone: (708) 366.1250 Email: mkm@mkmservices.com Website: www.wcoeusa.org</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Business Development ✓ Certification Assistance ✓ Technical Assistance ✓ Bidding Assistance 	



TECHNICAL ASSISTANCE AGENCIES

The following agencies are available to prospective bidders for assistance.

SPECIALTY ASSISTANCE AGENCIES

<p>Lambent Risk Management Services Inc.</p> <p>33 N. LaSalle St. Suite 1150 Chicago, IL 60602 Contact: Junior Pierre Phone: (312) 220.9200 Email: junior_pierre@lambent-rms.com Website: www.lambent-rms.com</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Risk Management 	<p>Reyes Kurson, Ltd.</p> <p>328 S. Jefferson St. Suite 909 Chicago, IL 60661 Contact: Lauren Mack Phone: (312) 332.0055 Email: lmack@rkchicago.com Website: www.rkchicago.com</p> <p>Services</p> <ul style="list-style-type: none"> ✓ Legal Assistance
---	---

CTA CONTACT INFORMATION

Project information and current DBE directory of certified local and out-of-state companies are available.

<p>Chicago Transit Authority Project Information Purchasing Department 567 W. Lake St. Chicago, IL 60661-1465 Fax: (312) 681-2405</p> <p>Ellen McCormack Vice President Purchasing and Supply Chain</p> <p>Phone: (312) 681-2400 E-mail: emccormack1@transitchicago.com</p>	<p>Chicago Transit Authority Diversity Programs Information Diversity Programs Department 567 W. Lake St. Chicago, IL 60661-1465 Fax: (312) 681-2495</p> <p>JuanPablo Prieto Director, Diversity Programs DBE Liaison Officer (DBELO)</p> <p>Phone: (312) 681-2600 E-mail: jprieto@transitchicago.com</p>
---	--

CTA IT Security Assessment Questionnaire

This document is provided for informational purposes only and will not be required to be submitted with your proposal. The firms in the competitive range, in contention for negotiations or award of the contract will be required to complete the questionnaire. Firms must meet the requirements of the CTA IT Security Assessment Questionnaire; failure to do so may remove your firm from further consideration.

CTA IT Security Assessment Questionnaire





Please email completed responses to 

Table of Contents

Application	3
Application Metadata	3
Vulnerability Reporting and Management	3
HTTPS and Mixed-Content Risks	3
Authenitcation and Authorization	4
Basic Information	4
Username/Password Authentication.....	5
Authenticated Cookies and Sessions	6
Authorization	7
Authorization-Related Web Vulnerabilities	8
Common Web Vulnerabilities	9
Cross-Site Scripting	10
Testing, QA, and Monitoring.....	11
Post-Launch Monitoring.....	12
Security Contacts	12
Security and Privacy.....	12
Security and Privacy Program Details	14
Security Controls.....	14
Security and Privacy Policies	15
Internal Assessments	16
Third-Party Audits	16
Risk Assessment/Risk Management	17
Partner Security Program.....	17
Change Management.....	17
Security and Privacy Incident Response	18
Personnel Security	19
Background Checks	19

Please email completed responses to 

Application

Application Metadata

Application Name:

Description:

Vulnerability Reporting and Management

Because no system is entirely free of security issues, it's important to provide ways for external users to offer input and report vulnerabilities.

Do you have an easily discoverable way for external researchers to report security vulnerabilities in your system?

HTTPS and Mixed-Content Risks

Select the option that best describes your web application:

- The web application is reachable exclusively over HTTPS. Even if the user manually edits the URL to start with <http://>, it won't work or it will redirect to <https://>.
- The web application is flexible — users can reach it over HTTP or over HTTPS.
- The web application supports HTTP only, and can't be reached over HTTPS even if you edit the URL.

Please email completed responses to

Authentication and Authorization

Basic Information

To get started, tell us a little about your application so we can ask you the right questions.

- Our application requires regular users to log in. Most features aren't available without logging in.
- In addition to an interface for regular users, our application provides an administration interface.
- Our application features complex user management. Various roles can be assigned to user accounts.

Is your application integrated with any of the following single sign-on (SSO) mechanisms?

- SAML 2.0
- OpenID Connect / OAuth2 Login
- OpenID 2.0
- LDAP / Active Directory
- Other
- None of the above

Does any part of the application employ username/password-based authentication?

Please email completed responses to [REDACTED]

Username/Password Authentication

What username/password-based logins does the application use? For example, if there's a separate administrator authentication, mention that.

Does your application allow users to change their passwords?

Does the application enforce minimum password security requirements (e.g., a certain length, character classes, etc.)?

Password Storage

How does the application store passwords?

- In plain text (unencrypted)
- Using reversible encryption (e.g., DES, 3DES, AES, etc.).
- Using a secure cryptographic one-way hash function (such as SHA-256) of the password, without the use of a salt
- Using a secure cryptographic one-way hash function (such as SHA-256) of the salted password
- Using a dedicated password-based key derivation function, such as bcrypt, PBKDF2 or scrypt
- None of the above

Please email completed responses to

Setting an Initial Password

How do users get their initial passwords?

- Users self-register and set their passwords online directly within the application.
- The initial password or a link to set the initial password is sent to users by email.
- The initial password is provided in a (physical) letter sent to a verified address.
- None of the above

When the user gets their initial password, will their account be prepopulated with any confidential information? For example, in an online payroll portal, a user can typically access previous pay statements even when the account is brand new.

Account Recovery

How does your application deal with users who can no longer access their accounts? Forgot passwords, account lock out, etc..

Authenticated Cookies and Sessions

Cookies can be decorated with a special keyword, `HttpOnly`. If this keyword is set, the browser will not allow JavaScript to access the cookie. Even if the application has a cross-site scripting vulnerability, this keyword makes it much harder for an attacker to steal the session cookie.

Please email completed responses to

Session IDs can be constructed in many ways. Select the methods used in your application:

Does your application offer a "log out" button or link that, when clicked, not only terminates the session (deletes cookies from the client) but also invalidates the entire session ID?

Authorization

In most applications, certain information should only be accessible to certain users. For example, in most applications that require authentication, only the currently logged-in user should be able to change master data (such as the username, the associated email address, or the account password). When an application has data that should not be available to other users or should be restricted to certain roles, authorization must be enforced on the server side.

Horizontal Access Control: Horizontal access control refers to isolation between users of the same role. For example, consider an application that allows users to access their payroll statements. The application must ensure that a user cannot access another user's statements; i.e., if the user's statement for the month of May is found at `statement.html?id=8372&month=5`, it shouldn't be possible to see someone else's pay stub simply by loading `statement.html?id=8373&month=5`.

Vertical Access Control: When an application supports multiple roles, users should not be able to gain privileges or perform unauthorized actions by loading pages or features that should only be available to users in a different role. Throughout your application, have you ensured that users can perform only those actions that are appropriate for their roles?

Please email completed responses to 

Authorization-Related Web Vulnerabilities

Cross Site Request Forgery

Applications must protect all state-changing actions against cross-site request forgery (XSRF). In this attack, a malicious user forces the victim to send a request to the application, for example by luring the user to a page under the attacker's control. Because the browser automatically attaches available authentication cookies, the request will appear to be authorized if the user is logged in to the application.

For example, consider an online banking application that allows users to transfer money to another account. The URL for transfers might look something like this:

```
https://www.example.com/bank-  
transfer.html?dest_account=123456&amount=99.90&submit=true
```

If an attacker manages to lure the victim to a malicious site, the site could include HTML that causes such a request to be sent:

```

```

If the user is logged in to the online banking portal, the application will receive that request and check for authentication cookies — which will be present, since the request was sent from the authorized user's browser.

Does your application protect all state-changing actions against XSRF?

What strategy do you use to protect against XSRF?

Cross-Site Script Inclusion

Many web applications use AJAX to exchange data in the background, using a syntax that can be automatically interpreted as JavaScript by the user's browser. Unfortunately, this leads to cross-site script inclusion (XSSI) vulnerabilities: the JavaScript can be included from a different origin, and any variables set at the other origin can be read.

For example, consider a contact management application that transmits the user's contacts in a JSON file (contacts.js):

```
var contacts = {"name": "John Doe", "address": "jdoe@example.com", ... }
```

An attacker can include the following script from their own site, so that when the user visits the attacker's site while logged in to the contact management application, the attacker can read the variable contacts and get access to all of the victim's contact information.

```
<script src="http://www.example.com/contacts.js"></script>
```

Do either of the following statements describe your application?

- Our application makes use of JSONP.
- Our application uses another format that sets variables or calls functions with non-public information.

Clickjacking

Depending on the nature of your application and the actions that can be taken in it, you may need to protect against clickjacking.

If you don't typically need to frame web pages, your application should use the X-Frame-Options response header to tell the browser not to render any page that's framed from a different origin:

X-Frame-Options: SAMEORIGIN

Common Web Vulnerabilities

Certain features can result in security issues, if used incorrectly. To help us identify potential issues, select the statements that describe your application:

- The application uses a database back end, or any other persistence back end that can be queried with SQL or a related language (e.g., GQL, FQL, SOQL, etc.).

Please email completed responses to [REDACTED]

- The application requires a plugin, such as Java, Flash, Silverlight, etc.
- The application has a file upload feature.
- The application loads active content, such as scripts, applets, or style sheets, from third-party servers (i.e., any server that is not under your direct control).
- The application processes or manipulates user-provided XML.
- The application uses cryptography to encrypt data or protect its integrity.

Cross-Site Scripting

Cross-site scripting (or XSS for short) occurs when an application redisplay insufficiently sanitized user input in the context of the application's origin (as defined by the same-origin policy). If the user input contains certain kinds of scripting code, it may read or alter the DOM of the current page when redisplayed. In many cases, XSS is used to steal users' cookies or other application-related data, but it may also be used for phishing attacks, or even to deface the web page. Unfortunately, XSS is one of the most common security issues in web applications, and due to browser quirks and other factors, quite hard to protect against. Select the statements that describe your strategy:

- We use a templating system that automatically escapes all user input before redisplaying it.
- Our application has a central choke point where all user input is validated and escaped, depending on the context in which it will be interpreted.
- Some of the pages (or all of them) escape user input.
- We are using some other technique to protect against XSS.
- Part of the application deals with user-provided HTML that is sanitized and re-displayed to the user.

In addition to applying the strategies you've identified, does the application set a valid and appropriate content type and character set for each page (in the Content-Type HTTP header)?

Please email completed responses to [REDACTED]

Some XSS vulnerabilities work exclusively on the client side, in an application's scripting code. This kind of XSS is commonly referred to as [DOM-based XSS](#). Because server-side escaping of user input does not protect against DOM-based XSS, you need a strategy for dealing with client-side scripting code that handles user input, as well as parts of the DOM that may contain user input (such as `document.location`).

- We know about DOM-based XSS, and we take specific steps to protect against this kind of vulnerability.
- It may be possible that something slipped through the cracks and our application has DOM-based XSS vulnerabilities.

Testing, QA, and Monitoring

Security testing can be part of standard application tests. Here are some examples:

- **Simple unit tests:** Unit tests are typically used to confirm that the basic building blocks of the application work as expected. Unit tests are easy to repeat — they can run whenever new code is checked into the repository, to confirm that the code still behaves as expected. Unit tests can also check for security features. For example, they can be used to confirm that requests fail without XSRF tokens; that authentication is required to access user data; or that unexpected HTML tags can't get through input filters or escaping routines.
- **Release testing:** Before a new version of a product is released, human testers typically go through the application, try the new features, and make sure previous features still work correctly (regression testing). Security testing should be included in this process as well. For example, release testing is a great time to verify that user A cannot access the data of user B.
- **Monitoring:** Once the application is deployed, the focus usually shifts from testing to monitoring. Watch out for unexpected spikes in error rates, sandbox violations, and other flaky or inexplicable behavior (including intermittent test failures) — and before you dismiss an anomaly, check with your security team. Crashes and flakiness can indicate a race condition or a memory corruption bug.

The next few questions assess the testing and monitoring of your application.

Are you using unit tests or similar methods?

Does your engineers and your QA team look for potential security issues during release testing, and have they been trained to do so?

Please email completed responses to [REDACTED]

Post-Launch Monitoring

How would you describe your post-launch monitoring?

- Robust:** We have procedures in place to log and monitor for unexpected crashes, exceptions, and other error conditions. If something looks suspicious, a security-conscious engineer evaluates it.
- Weak:** If something goes terribly wrong, such as massive spikes in crash rates or other large-scale anomalies, we will probably notice. But our monitoring is fairly coarse, and there is room for improvement.
- Nonexistent:** At the moment, we are not doing any kind of post-release monitoring that looks for signs of exploitation or increases in crashes/exceptions.

Security Contacts

List the email address of people we should contact about any security issues in the application:

Security and Privacy

Select all that apply. This project involves the processing/using/storing of the following types of data:

- Personal Identifiable Information (PII) [Illinois Government PII Definition](#), [PII Definition - NIST](#)

Please email completed responses to

- Health Insurance Portability and Accountability Act (HIPAA) [HIPAA Definition - NIST](#)
- Confidential Information (See definition below.)

Confidential Information is considered to be sensitive and/or privileged information that does not necessarily rise to the level of Restricted Information. This includes:

Business(non-public):

- Business Plans/Contracts
- HR Information/Employee Data (e.g. PII from employment applications, personal files, pay stubs, benefits information, employee performance reports)
- other than Sensitive PII
- Customer information other than Sensitive PII (e.g. name, address, phone numbers, email)
- Product Designs/Drawings
- Finance Data (other than associated with Restricted)
- Procedures/Operational Work Routines
- Information Derived from Credit Reports
- Marketing Plans, Audit Reports, Assessments
- Business Continuity Plans (BCP/DR)
- Internal Control Procedures

Information Technology (non-public):

- Transactional Data that contains customer or employee information (other than Sensitive PII),
- Network Architecture Design/Drawings
- Application Source Code
- Audits

Why this section matters: An information security and privacy program is a comprehensive set of policies, guidelines, and processes for identifying and addressing the threats and risks to company information and systems. An established security and privacy program can help assure customers that their information will be safe while it's in your custody.

Does your company have a strong, established security program, and does the scope of the program include all information processed as part of this project?

Please email completed responses to

Security and Privacy Program Details

Standards and guidelines are available for security and privacy programs. Complying with a generally accepted standard helps your customers assess the controls and safeguards that make up your program.

Examples of standards include [ISO 27001](#), [PCI DSS](#), and [SSAE 16](#).

Information security and privacy standards are often limited to specific operations, services, or systems. For example, a PCI DSS compliance program may be limited to only those operations that involve the processing of payment card information.

Does your information security and privacy program cover all of your operations, services, and systems that involve access to confidential information?

Security Controls

Select the controls you currently maintain as elements of your information security and privacy program:

- An external policy or notice to the public, users, or customers, describing how you protect the security and privacy of data
- Written internal policies, guidelines, and documented practices for the safe handling and protection of data
- Internal audits of the security and privacy program
- Third-party audits of the security and privacy program
- A risk assessment and risk management process to regularly review the threats your company is exposed to
- A program to ensure security in your human resources processes
- A process to ensure that your service providers and subcontractors are capable of taking appropriate steps to protect sensitive data and systems

Please email completed responses to

Security and privacy policies are most valuable if they are kept current. You should regularly update your policies to reflect changes in processes and security requirements, as well as in response to the threats your company is exposed to. How often does your company review its security and privacy policies to ensure they are up to date?

Internal Assessments

How often are internal information security and privacy audits performed?

Does the scope of your internal assessment include the entire security and privacy program, as well as all operations, services, and systems that involve access to the customer data or systems that are used in this project?


Does your internal assessment audit your company's compliance with any specific information security or privacy standards?

Third-Party Audits

How often does an independent third party perform audits of your security and privacy program? (Note: this should not include penetration tests or other technical assessments; rather, it refers to security reviews of your organizational processes, procedures, and policies.)

Does the scope of these third party audits include the entire security and privacy program, as well as all operations, services, and systems that involve access to sensitive information or systems?

Does the independent audit including checking your company's compliance with any specific information security or privacy standard?

Please email completed responses to 

Describe how you select auditors and how often you change auditors, and list the auditors you selected for the three most recent audits:

Are you willing to share a management summary of the most recent audit reports?

Risk Assessment/Risk Management

Under your risk management process, how often are risk assessments reviewed and updated?


Partner Security Program

Has your company selected an individual or team to be responsible for reviewing service providers and subcontractors, to ensure that they sufficiently protect the security and privacy of sensitive information and systems?

Do your written contracts with relevant third parties require them to adequately protect the privacy and security of all confidential information they may get access to during the partnership?

Change Management

Is your change management process formally documented, and does it classify changes by impact and size?

Please email completed responses to 

Does your change review board include representatives from the teams that are responsible for security and privacy?

Do you retain records and documentation about the changes that go through change management?

Security and Privacy Incident Response

Select the controls you have in place for identifying security and privacy incidents as quickly as possible:

- We have signature- and/or anomaly-based IDS/IPS in place, and sensors are in place at strategic points throughout the network.
- We regularly review log files for signs of intrusion.
- We have other methods in place to detect security and privacy incidents.

Are incident response procedures documented?

Do you have the resources to internally conduct incident investigations?

Do you inform affected customers about security incidents?

Please email completed responses to

Personnel Security

Do you have processes in place to ensure that access to data is granted solely on a "need-to-know" basis, in accordance with the job descriptions and responsibilities of users? Do these processes also revoke access when the need no longer exists?

Do you have a disciplinary process in place for handling policy violations?

Do you have processes in place to make sure access (both physical and logical) is revoked when an employee, intern, vendor, contractor, or other associate leaves the company or a contract ends? Note that in many cases it is not sufficient to just disable the main LDAP or Active Directory account. Many employees have access to information that is governed by additional credentials, such as data in software-as-a-service applications.

How often do you require your employees to undergo information security and privacy training?


Do you require temps, interns, and contractors to undergo security and privacy training?

Do you perform background checks for personnel who are entrusted with sensitive information or granted access to sensitive systems?

Background Checks

What kinds of background checks do you perform for employees who potentially have access to confidential information?

Please email completed responses to [REDACTED]

Please email completed responses to 

CTA'S COVID-19 VACCINATION POLICY FOR VENDORS

Any vendor with employees, subcontractors or other individuals under that vendor's control or supervision who regularly come in direct contact with CTA personnel or customers and/or who regularly work on CTA property must be fully vaccinated unless they receive a medical or religious accommodation because they are medically unable to receive the COVID-19 vaccination or have a sincerely held religious belief or observance which prevents them from getting the vaccine.

"Fully vaccinated" is defined as two weeks post having received the second shot of the Pfizer or Moderna vaccines or the only shot of the Johnson & Johnson vaccine. "CTA property" is defined to include all property that CTA leases or owns including without limitation its transit facilities, maintenance shops, headquarters, warehouses, vehicles and right of way.

Employees or individuals under your supervision or control regularly working on CTA property who are not fully vaccinated or have not received an accommodation will be ineligible to work on CTA property. Failure to comply with this Policy will constitute a breach of the contract with CTA.

The CTA, in its sole discretion, may ask you to produce the records on which you relied to make such certification. You must retain such records for such period of time as you are required to retain other records under your contract with the CTA.

The CTA may determine in the future that accommodations for those who are medically unable to receive the COVID-19 vaccination or have a sincerely held religious belief or observance which prevents them from getting the vaccine must include masking, social distancing, and/or periodic testing. If CTA makes such a determination, CTA will notify you accordingly.

CTA may request certifications from Contractor and its proposed subcontractors regarding compliance with the CTA's COVID-19 Vaccination Policy for Vendors, upon consideration for contract award, or at any time or from time to time, in particular to certify that:

1. The employees and individuals under its control or supervision who regularly access CTA property are fully vaccinated or have sought and obtained a medical or religious accommodation in compliance with CTA's COVID-19 Vaccination Policy for Vendors,
2. It will maintain accurate records of its employees and individuals under its control or supervision who regularly access CTA property to verify compliance with the CTA's COVID-19 Vaccination Policy for Vendors, and
3. It will not send or permit any of its employees or individuals under its control or supervision to access CTA property if such persons are not fully vaccinated or have not been granted a medical or religious accommodation in compliance with the CTA's COVID-19 Vaccination Policy for Vendors.

In lieu of such certification, the Contractor or any proposed subcontractor may certify that it cannot comply with the CTA's COVID-19 Vaccination Policy for Vendors. CTA will consider such requests on a case-by-case basis, dependent upon the particular facts, including consideration of the reason compliance is not possible, the degree of contact with CTA personnel or customers who regularly work on CTA property, and any proposed mitigations. Any approved request will be subject to any conditions provided in the approval. Failure to certify compliance with the CTA's COVID-19 Vaccination Policy for Vendors or have an approved request for non-compliance may result in a determination of non-responsiveness.

MODEL CONTRACT – NOT FOR EXECUTION

**PROFESSIONAL SERVICES
CONTRACT DOCUMENT**

for the

CHICAGO TRANSIT AUTHORITY

And

[Company]

for

CONTRACT NO. B23OP01980

Pharmacy Benefits Management Services

FOR PROFESSIONAL SERVICES CONTRACT

Table of Contents

	12.3 ADVERTISING AND PUBLICITY.	19
ARTICLE 1. INCORPORATION OF RECITALS AND DEFINITIONS	ARTICLE 13. INDEMNITY, LIABILITY, AND INSURANCE	19
1.1 INCORPORATION OF RECITALS.	13.1 INDEMNITY.	19
1.2 DEFINITIONS.	13.2 LIMITATION OF LIABILITY.	20
ARTICLE 2. SCOPE OF SERVICES	13.3 JOINT AND SEVERAL LIABILITY.	20
2.1 SERVICES AND DELIVERABLES.	13.4 INSURANCE.	20
2.2 SITE.	ARTICLE 14. ASSIGNMENT AND SUBCONTRACTING	20
2.3 MEETINGS.	14.1 NO ASSIGNMENT OF CONTRACT.	20
2.4 PROGRESS REPORTS.	14.2 NO ASSIGNMENT OF CONTRACT FUNDS.	20
ARTICLE 3. TERM & TIME FOR PERFORMANCE	14.3 SUBCONTRACTORS.	20
3.1 CONTRACT TERM.	ARTICLE 15. WARRANTIES & REPRESENTATIONS OF CONTRACTOR	21
3.2 DELIVERY SCHEDULE.	ARTICLE 16. SPECIAL CONDITIONS - DBE AND OTHER REQUIREMENTS	22
3.3 TIME IS OF THE ESSENCE.	16.1 DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT.	22
3.4 TIME FOR CHANGES.	16.2 OTHER SPECIAL CONDITIONS.	22
ARTICLE 4. STANDARDS OF PERFORMANCE	ARTICLE 17. COMPLIANCE WITH ALL LAWS	22
4.1 STANDARD OF PERFORMANCE.	17.1 CONTRACTOR'S COMPLIANCE WITH ALL LAWS.	22
4.2 COMPLIANCE WITH THE CONTRACT.	17.2 PERMITS AND LICENSES.	22
4.3 ERRORS AND OMISSIONS.	17.3 ILLINOIS HUMAN RIGHTS ACT.	22
4.4 CORRECTION OF SERVICES.	17.4 CHANGE OF OWNERSHIP.	23
ARTICLE 5. COMPENSATION	17.5 ETHICS ORDINANCE.	23
5.1 CONTRACTOR'S COMPENSATION.	17.6 OBLIGATION TO COMPLY WITH ILLINOIS STATE OFFICIALS AND EMPLOYEES' ETHICS ACT.	23
5.2 PAYMENT.	17.7 CONFLICT OF INTEREST.	24
5.3 INVOICES.	17.8 NO EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS.	24
5.4 CRITERIA FOR PAYMENT.	24	
5.5 OVERPAYMENT.	17.9 INELIGIBLE CONTRACTORS	24
5.6 TAXES.	ARTICLE 18. COMPLIANCE WITH FTA LAWS & REGULATIONS	25
5.7 DISPUTED INVOICES OR CHARGES.	18.1 NO FEDERAL GOVERNMENT OBLIGATION TO CONTRACTOR OR OTHERS.	25
5.8 PAYMENT FOR CHANGES.	18.2 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.	25
5.9 PROMPT PAYMENT TO SUBCONTRACTORS	18.3 OBLIGATION TO COMPLY WITH FEDERAL LAWS AND REGULATIONS.	26
ARTICLE 6. PERSONNEL	18.4 CIVIL RIGHTS.	26
6.1 KEY PERSONNEL.	18.5 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.	28
6.2 CONTRACTOR'S MANAGER.	18.6 ENVIRONMENTAL REQUIREMENTS.	28
6.3 AUTHORITY'S PROJECT MANAGER.	18.7 FLY AMERICA.	28
6.4 MINIMUM WAGE	18.8 STATE ENERGY CONSERVATION PLAN.	29
ARTICLE 7. CONSENT, APPROVAL, AND NOTICE	ARTICLE 19. GENERAL TERMS	29
7.1 CONSENTS AND APPROVALS.	19.1 DOCUMENTS INCORPORATED BY REFERENCE.	29
7.2 NOTICES.	19.2 ORDER OF PRECEDENCE.	29
ARTICLE 8. CONTRACT CHANGES	19.3 ENTIRE CONTRACT.	29
8.1 RIGHT TO CHANGE SERVICES.	19.4 AUTHORITY TO EXECUTE CONTRACT.	30
8.2 PROPOSED CHANGES IN SERVICE.	19.5 PARTICIPATION BY OTHER AGENCIES.	30
8.3 AUTHORIZATION FOR CHANGED SERVICES.	19.6 CONTRACT INTERPRETATION.	30
8.4 CLAIMS BY CONTRACTOR.	19.7 SEVERABILITY.	31
9.1 DISPUTES.	19.8 NO WAIVER OF LEGAL RIGHT.	31
ARTICLE 10. TERMINATION AND REMEDIES	19.9 COUNTERPARTS.	31
10.1 NOTICE OF DEFAULT AND TERMINATION.	19.10 ASSIGNS.	31
10.2 AUTHORITY'S REMEDIES UPON DEFAULT.	19.11 CO-OPERATION BY PARTIES.	31
10.3 AUTHORITY'S REMEDIES UPON TERMINATION.	19.12 NO THIRD PARTY BENEFICIARIES.	31
10.4 NONEXCLUSIVITY.	19.13 INDEPENDENT CONTRACTOR.	32
10.5 COURT DETERMINATION.	19.14 GOVERNING LAW.	32
10.6 DISCRETION OF DIRECTOR, PURCHASING.	19.15 JURISDICTION.	32
10.7 TERMINATION FOR CONVENIENCE.	19.16 ILLINOIS CRIMINAL CODE CERTIFICATION.	32
ARTICLE 11. ACCESS, AUDITS, RETENTION OF RECORDS, AND SECURITY	19.17 MOST FAVORED CUSTOMER.	33
11.1 RIGHT OF ENTRY.		
11.2 AUDIT, INSPECTION, AND RETENTION OF RECORDS.		
11.3 DATA SECURITY		
ARTICLE 12. OWNERSHIP OF DOCUMENTS, INTELLECTUAL PROPERTY, AND CONFIDENTIALITY. ..		
12.1 OWNERSHIP OF DOCUMENTS.		
12.2 CONFIDENTIAL INFORMATION.		

CTA PROFESSIONAL SERVICES CONTRACT

Contract Number: B23OP01980
Contract \$ Value: (not-to-exceed)

This Contract is made and entered into as of the _____, day of _____ 20____ (“Effective Date”) by and between _____, (hereinafter referred to as 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 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:

Article 1. Incorporation of 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 the following:

- CFR Code of Federal Regulations
- DBE Disadvantaged Business Enterprises
- DOT Department of Transportation
- EPA Environmental Protection Agency
- FTA Federal Transit Administration
- RFP Request for Proposals
- US United States
- USC United States Code

Addendum. A written or graphic document, if any, issued by the Authority prior to the submission of proposals that clarified, corrected, or changed the Authority’s RFP, as applicable. Each Addendum is uniquely numbered. The plural form, Addenda, refers to all uniquely numbered Addendum issued in connection with the RFP.

Authority. The Chicago Transit Authority, an Illinois municipal corporation. May also be referred to as “CTA.”

Board. The Chicago Transit Board, the governing body of the Authority.

Change Order. A written order to the Contractor issued by the Authority in accordance with the Contract. A fully executed Change Order may require approval by the Authority's Board, and must have the signatures of all required parties. A Change Order that modifies Contract terms other than scope, time, or compensation may be referred to as an Amendment.

Changed Services. A change (either an increase or decrease) in the quality, quantity, or programmatic requirements of the Scope of Services 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.

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 deemed to be included in Contractor's overhead and are not reimbursable as a direct cost.

Contract. The several writings that comprise the Contract, including these enumerated Articles of this Professional Services Contract, all Exhibits attached hereto or referred to by any of the foregoing, and any Change Order or Amendment, and other documents, if any, made a part of the Contract by mutual written agreement of the parties.

Contract Price. The maximum amount payable by the Authority to the Contractor for completion of the Scope of Services.

Contract Term. The period of time allowed for completion of the Scope of Services as provided in Article 3.

Day, day, Days or days. Calendar day or days, unless otherwise specified as business day or working 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. If "business day" or "working day" is used, it means days on which the Authority's 567 W. Lake Street location is open for business.

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 an authorized representative thereof.

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. A written notice issued by the Authority to the Contractor authorizing the Contractor to begin providing the Scope of Services, or the specified portion of the Scope of Services on a certain date.

Payment Schedule. A contractual timetable defining when payment is due to the Contractor for Services satisfactorily performed as set forth in Exhibit 2.

Project. The Project identified in the Scope of Services.

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.

Project Schedule. A contractual timetable defining when specific Services or Deliverables are due to be provided to the Authority by the Contractor. The Project Schedule may also include actions required by the Authority in order for the Contractor to provide such Services or Deliverables.

Regulation. Any law, ordinance, statute, or lawful order issued by authorities having jurisdiction.

Services. The 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 as described in Exhibit 1 to this Contract.

Subcontractor. An individual, firm, partnership, corporation, or business entity, other than an employee of the Contractor, with whom the Contractor subcontracts to furnish any part of 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.

Article 2. Scope of Services

2.1 Services and Deliverables.

The Authority hereby retains Contractor to provide the Scope of Services described in 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 the Authority must review and approve such Deliverables prior to usage thereof and payment therefor. 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 required hereunder, 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 Exhibit 1, at no additional cost to the Authority.

2.2 Site.

The location(s) for performance of Services and delivery of Deliverables are as identified in Exhibit 1. If no such locations are identified in Exhibit 1, unless otherwise directed by the Project Manager, Contractor must perform all Services at its own place of business as identified in its Proposal, and all Deliverables must be delivered to the Project Manager.

2.3 Meetings.

The Contractor will meet with the Authority’s representatives via teleconference, videoconference, or in person, on a regular basis throughout the Contract Term 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 additionally 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. Such minutes will be for informational purposes only and will not be binding on the Authority in the event of a dispute. The Authority has no obligation to review, clarify or correct the minutes.

2.4 Progress Reports.

If included as a Deliverable in Exhibit 1, the Contractor will prepare written progress reports on a basis, or as otherwise required by the Project Manager, (“Reporting Period”) throughout the Contract Term. All such reports will be submitted by the Contractor to the Project Manager within the time set forth in the Project Schedule. Included within each written progress 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 the Contractor anticipates during the completion of the Scope of Services on budget.

Article 3. Term & Time for Performance

3.1 Contract Term.

If this Contract is for a specific Project, the Contract Term is for the duration of the Project as set forth in the Project Schedule in Exhibit 1. Otherwise, the Contract Term is three years, with two one-year extension options exercisable at the sole discretion of the Authority. The Contract Term will commence on the Effective Date unless the Authority notifies the Contractor that it elects to issue a Notice-to-Proceed, in which case the Contract Term will commence on the date set forth in the Notice-to-Proceed. The Contractor must complete its performance by the last day of the Contract Term, unless otherwise extended by a Change Order.

3.2 Delivery Schedule.

All Scope of Services must be delivered in a timely manner consistent with the established time requirements and Project Schedule, if any, set forth in Exhibit 1 of this Contract.

3.3 Time is of the Essence.

It is understood and agreed that TIME IS OF THE ESSENCE OF THIS CONTRACT, and the Contractor agrees to diligently provide the Scope of Services in conformity with the provisions set forth herein and in accordance with the time requirements specified in the Project Schedule.

3.4 Time for Changes.

Any revisions to the Contract Term or Project Schedule that result from Changed Services will be made in accordance with Article 8, Contract Changes.

Article 4. Standards of Performance.

4.1 Standard of Performance.

The Contractor will perform the full Scope of Services required under 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 obligations assumed by it in entering into this Contract.

Contractor must ensure that all Scope of Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor 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.

4.2 Compliance with the 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. The Contractor covenants that the Services performed and the Deliverables provided hereunder will be appropriate for the purposes stated in the Contract.

4.3 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 Article 9, Disputes.

4.4 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 requirements set forth in the Contract, 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. This provision in no way limits the Authority's rights against Contractor either under this Contract, at law or in equity.

Neither review, approval, acceptance, or 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 will be decided by the Director, Purchasing subject to Article 9, Disputes.

Article 5. Compensation

5.1 Contractor's Compensation.

Fixed Price.

Contractor will be paid at the fixed price(s) listed in Exhibit 2 for satisfactory performance of the Scope of Services. The Authority will not reimburse the Contractor for costs and expenses (Overhead) incurred by the Contractor in performing the Scope of Services. The Overhead should be priced into Contractor's Price Proposal.

The value of this Contract (Contract Price) is up to \$_____, which means the Contractor can receive up to this amount, depending on the amount of Services and Deliverables under the Scope of Services CTA requests and receives from Contractor.

The Contract Price is not a guarantee that Contractor will receive the entire amount or that Contractor will receive it in a lump sum. Contractor will only be paid for the Services and Deliverables it provides to the Authority's satisfaction. In order to be paid, Contractor must properly invoice the work, following the requirements of Section 5.3.

5.2 Payment.

The Contractor must submit appropriate invoices to the Authority in accordance with Section 5.3. Unless specified otherwise in Exhibit 2, Payment Schedule or Exhibit 6, 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 Exhibit 2, neither Contractor nor any Subcontractor will be entitled to reimbursement of Contractor Expenses. The Authority will not be obligated to pay for any Services or Deliverables that do not comply with the terms and conditions of the Contract Documents.

5.3 Invoices.

The Contractor must submit appropriate invoices to the Authority on forms furnished or approved by the Authority. Invoices must be prepared in duplicate, consecutively numbered, include a reference to this Contract name and the number assigned thereto by the Authority, and must be forwarded to the Authority at the notice addresses specified in Section 7.2, Notices.

Contractor must ensure that its invoices meet the Authority's invoicing requirements, which may be changed from time to time, in order to be compensated. The Authority reserves the right to reject any invoice, or any part of any invoice that fails to meet the requirements set forth herein.

5.4 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.
2. Final Payment. Final payment will be made by the Authority after the entire 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 compliance with the requirements of this Contract.

5.5 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 Article 9, Disputes. The Authority may withhold payment on subsequent Contractor invoices in the amount of the disputed overpayment until the dispute has been resolved.

5.6 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 Chapter 70 Illinois Compiled Statutes Section 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.

5.7 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 Article 9, Disputes. The Authority may withhold payment of the disputed amount until the dispute has been resolved.

5.8 Payment for Changes.

Any revisions to the Payment Schedule or Contract Price made necessary by Changed Services will be made in accordance with Article 8.

5.9 Prompt Payment to Subcontractors

1. The Contractor is required to pay each first tier Subcontractor for all Services or Deliverables that the Subcontractor has performed to the satisfaction of the CTA, no later than fourteen (14) calendar days after the Contractor has received payment from the Authority 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.
2. If this Contract provides for retainage, the Contractor must remit to each first-tier Subcontractor its share of any retainage within fourteen (14) days after receipt of such retainage from Authority, 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. The requirements of this paragraph must be stated in all of the Contractor's subcontracts.
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 ensures that each Subcontractors has been promptly paid under all previous payment requests, as evidenced by the filing with the Authority of lien waivers (if applicable), canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a prompt payment affidavit, (form to be provided by the Authority) which identifies 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.
6. 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 is subject to the provisions of 50 ILCS 505/9.

5.10 Non-appropriation of Funds

If no funds or insufficient funds are appropriated and budgeted by the Authority for payments to be made under this Contract, then the Authority will notify the Contractor in writing of that occurrence and this Contract will terminate on the earlier of the date specified in the notice or

whenever the funds appropriated for payment under this Contract are exhausted. No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the Authority to fund payments under this Contract. The Authority will not pay for lost or anticipated profits resulting from termination pursuant to this Section.

Article 6. Personnel

6.1 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, if any, will be the persons and/or positions as set forth as such in Exhibit 3. The Contractor agrees not to reassign or replace any Key Personnel assigned to the performance of this Contract without the written consent of the Authority, which will not be unreasonably withheld, 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. All replacement personnel must be equally or better qualified than the originally assigned Key Personnel as determined by the Authority. The Authority reserves the right to reject one or more Key Personnel for any reason, in which case Contractor must immediately remove such rejected personnel from performing under this Contract and assign appropriate replacement personnel as described above.

6.2 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 Exhibit 3.

6.3 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 Exhibit 3.

6.4 Minimum Wage

Contractor and its Subcontractors must comply with Section 1.10 of the Authority's Procurement Policy & Procedures ("Minimum Wage Policy") and any regulations promulgated in pursuit thereof, to provide for a fair and adequate minimum wage to be paid to certain employees of certain Authority contractors and subcontractors. The minimum wage that must be paid pursuant to the Minimum Wage Policy is set forth in the CTA Minimum Wage Regulations, available at: <https://www.transitchicago.com/procurement/regulations-and-policies/> ("Minimum Wage").

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.

Contractor and its Subcontractors are advised that other minimum wage requirements, such as the City of Chicago Minimum Wage Ordinance and the Illinois Minimum Wage Law may establish a higher minimum wage than the Authority's Minimum Wage Ordinance. Contractor and its Subcontractors must pay its covered employees the higher of any applicable minimum wage requirements. Failure to comply with these requirements may result in the Authority finding the Contractor in default or non-responsible in future procurements.

Article 7. Consent, Approval, and Notice

7.1 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.

7.2 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 or to the Authority at the following addresses:

If to the Authority: Chicago Transit Authority
567 W. Lake Street
Chicago, IL 60661-1498
Attention: Director, Purchasing

With copies to: Chicago Transit Authority
567 W. Lake Street
Chicago, IL. 60661-1498
Attn: Project Manager

If to the Contractor: All notices will be delivered to the address specified in Exhibit 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 a Change Order, provided written notification is given in accordance with this provision.

Article 8. Contract Changes

8.1 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. If the Contractor does not have written authorization from the Authority to

proceed with Changed Services in an executed Change Order, then the Contractor will not be compensated for any Changed Services.

It is agreed by the Contractor that its compensation under any Change Order will be paid at the applicable rates set forth in the Exhibit 2 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.

8.2 Proposed Changes in Service.

If the Authority desires the Contractor to perform Changed Services, the Project Manager may request the Contractor to submit a proposal for Changed Services. The Contractor must 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 must set forth any changes to the Project Schedule, payment schedule, Contract Price or the Contract Term 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. Contractor will not be entitled to reimbursement for any costs of preparing a proposal unless the Project Manager so agrees in writing prior to its preparation.

8.3 Authorization for Changed Services.

1. Generally. All Changed Services are subject to final approval as required by the Authority's ordinances, regulations, and rules, which generally require a fully executed Change Order prior to the Authority being obligated to pay for Changed Services. Change Orders may require approval by the Authority's Board.
2. Proceed Order. 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 agree on price and time adjustment, if applicable, prior to execution of a Change Order. A Proceed Order will not entitle the Contractor to additional compensation or an adjustment to the time for performance until the Proceed Order is incorporated into a Change Order.
3. Directive Order. If the Authority orders Changed Services, and the Contractor and the Authority have not agreed on an adjustment to compensation or time for performance, the Director, Purchasing may issue a Directive Order directing Contractor to perform the Changed Services at a specified adjustment to compensation and time for the Changed Services. The decision of the Director, Purchasing, will be final and binding, subject only to Article 9, Disputes. In such event, the Contractor must perform the Changed Services

as directed. The Contractor's refusal or failure to proceed promptly with the Changed Services as directed will constitute an event of default. Directive Orders will be incorporated into a Change Order(s).

4. Change Order. The Authority may issue a Change Order as authorization for the Changed Services, for payment or time extension, or both. 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.

8.4 Claims by Contractor.

All claims made by the Contractor under this Contract must be made in accordance with the requirements stated below.

1. Oral Notification. The Contractor must provide immediate oral notification to the Project Manager upon discovering any conditions or circumstances that may require an adjustment to compensation or time of performance (such conditions or circumstances, the "Claim"). Upon notification of the Claim, the Project Manager will attempt to resolve the identified issue as promptly as possible.
2. Written Notification. The Contractor must 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 must 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 Section 8.1.
 - b. Accounting records and statements and any other applicable documentation to support the claimed costs.
 - c. Data and information used to prepare a proposal, if proposal preparation is relevant to the disputed issue.
 - d. Each Claim must include a sworn certification signed by the Contractor, certifying:
 - (i) It has fully reviewed the Claim and has determined that the supporting data is current, accurate, and complete.
 - (ii) To the best of the Contractor's knowledge and belief, the amount of compensation or time requested reflects the Contract adjustment for which the Contractor believes the Authority to be responsible under the terms of the Contract.
 - (iii) An approval by the Authority of the amount and/or time would be in full satisfaction of the Contract adjustment the Authority is responsible for

under the terms of the Contract for the events and circumstances which form the basis of the Claim.

- (iv) The signatory is authorized to certify the Claim on behalf of the Contractor as Contractor's president, vice-president, or other officer who is authorized to bind the Contractor.
3. Authority Response. 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 Contractor accepts the Authority's determination of the Claim, then the Claim will be handled in accordance with Section 8.3.
4. Purchasing Appeal. 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 Article 9, 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 herein, the Contractor waives the right to seek an adjustment to compensation or time for performance. The Contractor's compliance with this process is a condition precedent to filing suit.
5. Notice of Periods Absolute. The Contractor further understands and agrees that, regardless of any case law decision to the contrary, the notice requirements herein will 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.

Article 9. Disputes

9.1 Disputes.

Any dispute concerning a Claim or concerning other matters, which under the terms of the Contract are to be resolved pursuant to this Article 9, 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 unless 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.

Article 10. Termination and Remedies

10.1 Notice of Default and Termination.

1. If the Contractor fails to perform any of its obligations under the Contract, the Director, Purchasing, may, at his or her sole discretion, notify the Contractor in writing that the Contractor is in default.
2. The notice may allow a cure period of up to fourteen (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, in whole or in part, by sending a notice of termination for default and/or may exercise other remedies available under this Article.
3. Termination for default 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.
4. Unless specifically provided otherwise, the Contractor will have no right to hold the Authority in default. Contractor's sole remedy is to suspend performance. Any disagreements with respect to this subsection 10.1.4 must be resolved pursuant to Article 9, Disputes.

10.2 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.

10.3 Authority's Remedies upon Termination.

Upon termination of the Contract, the Authority may invoke any or all of the remedies set forth in Section 10.2 and the following remedies:

1. In the event of a termination for default, the Authority may hire a new vendor to complete the Scope of Services, in which event the Contractor agrees to support the transition to the new vendor, and, all incidental costs incurred by the Authority, including any increased cost of completing the Scope of Services with the new vendor, may be deducted by the Authority from any moneys due or which may become due to the Contractor.
2. The right to setoff any amounts due to the Authority against any payments due or to become due to the Contractor under any other contract that the Contractor may have with the Authority.

10.4 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.

10.5 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.

10.6 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 Article 9, Disputes.

10.7 Termination for Convenience.

1. The Authority may terminate this Contract in its entirety, or any portion of the Scope of Services, at any time, by a notice in writing from the Authority to the Contractor. In such event, the Authority will give notice to Contractor in accordance with the provisions of

Section 7.2, Notices. The effective date of termination will be the ten (10) days after the date the notice is received by Contractor or the date stated in the notice, whichever is later.

2. Upon receipt of the written notice, unless otherwise directed in the notice, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities related to the Services being terminated. No costs relating to the terminated Services incurred after the effective date of the termination are allowed.
3. If the Contract is terminated for convenience by the Authority as provided in this Section, the Contractor must promptly deliver to the Authority all finished or unfinished Deliverables, as well as all materials provided to the Contractor by the Authority, subject to the provisions of Article 12.
4. In the event of termination in whole, the Contractor must prepare a final invoice within 30 days of such termination, reflecting the Services actually furnished prior to the effective date of termination pursuant to this Contract to the reasonable satisfaction of the Authority and for which no previous invoice was submitted to the Authority. The Authority will pay Contractor those amounts accrued but not yet paid prior to the effective date of termination. Contractor must provide such documentation as may be reasonably required by the Authority to document the compensation due for the Services performed prior to the effective date of termination. Such estimate shall be mutually agreed upon by the Authority and the Contractor. Such payment to the Contractor will be in full settlement for any and all Services rendered under this Contract. Contractor will not be entitled to lost profits for any unperformed work.
5. Contractor must include in its subcontracts a termination for convenience provision in form and substance equivalent to this provision to prevent claims against the Authority arising from termination of subcontracts. Contractor will not be entitled to make any termination claims against the Authority resulting from claims against Contractor that do not comply with this termination for convenience provision.
6. Unless otherwise provided for in the Contract or by applicable statute, the records retention provisions of Section 11.2 apply to the Scope of Services terminated hereunder.

Article 11. Access, Audits, Retention of Records, and Security

11.1 Right of Entry.

1. In the event that Contractor's performance of Services under this Contract require Contractor's, or its Subcontractors', employees or other representatives to enter into or upon any Authority property (whether owned or leased):
 - (a) Contractor shall remain solely responsible for the acts and omissions of such individuals, and agrees to indemnify and hold harmless the Authority pursuant to Section 13.1 with respect thereto. Consent granted by the Authority to enter Authority property will not create, nor be deemed to imply the creation of any additional responsibilities on the part of the Authority.

- (b) Contractor shall ensure that such individuals will not interfere with the Authority's operations and shall remove any such individuals immediately upon request of the Authority at the Contractor's sole cost and risk.
 - (c) Contractor shall ensure that such individuals comply with the Authority's security and facility rules and regulations, including completion of all applicable training and/or screening as required by the Authority, as well as complying with public health directives issued by the Authority or other competent authorities, such as vaccination requirements, at its sole cost and risk.
 - (d) The Authority's Chief Safety and Security Officer and/or Chief Infrastructure Officer may also from time to time require Contractor to perform additional screening or training procedures prior to allowing such individuals access to Authority property, including conducting criminal history checks, checks against the Federal Bureau of Investigation's Terrorist Screening Database or other similar resources, reference checks, and when appropriate financial background checks, with such standards as set by the Authority, in order to minimize the risk of loss or other damage to, or unlawful use of, Authority property or confidential information or injuries to Authority personnel or its customers. All such screening will be at Contractor's sole cost and risk. Upon the request of Director, Purchasing, Contractor shall certify in writing that it has complied with this provision with respect to all such individuals.
2. The Contractor will permit access to its facilities by the Authority and its Subcontractors, employees and other representatives to the extent contemplated or required by Contractor's performance under this Contract. Such individuals will comply with the Contractor's safety and security and facility rules and regulations.

11.2 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 and its Subcontractors', if any, performance under this Contract from date of this Contract through and until the expiration of five (5) years after termination 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 final payment made in connection with 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.

11.3 Data Security

If the Contractor will encounter the social security numbers of individuals in the performance of the Services, Contractor must not engage in any activity that would be prohibited if undertaken by a local government agency under the Identity Protection Act (5 ILCS 179) (“IPA”), and Contractor must protect individuals’ social security numbers consistent with the obligations imposed on a local government agency pursuant to the IPA. The Contractor must additionally maintain and comply with throughout the Contract Term a policy in which Contractor sets forth the means by which Contractor will protect individuals’ social security numbers, such that the Authority maintains compliance with the IPA (at a minimum, Contractor’s IPA policy must incorporate all of the requirements set forth in Section 35(a) of the IPA), and Contractor must tender a copy of its IPA policy to the Authority within no less than ten (10) days of the Effective Date of this Contract, but in any event, prior to the disclosure of an individual’s social security number by Authority to Contractor.

Article 12. Ownership of Documents, Intellectual Property, and Confidentiality

12.1 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, including all copyrights inherent in them or their preparation. During the performance of the Scope of Services, the Contractor will be responsible for any loss or damage to the materials described herein while they are in its possession, and any such item lost or damaged will be restored at the expense of the Contractor.

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 12.1.

The Contractor, for a period of five (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.

12.2 Confidential Information.

1. All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor and its Subcontractors, if any, under this Contract are property of the Authority and are confidential, except as specifically authorized in this Contract or as may be required by law (“Authority’s Confidential Information”). The Authority’s Confidential Information must not be made available to any other individual or organization without the prior written consent of the Authority. 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, and must implement such measures as may be necessary to ensure that it and its Subcontractors are bound by the confidentiality provisions contained in this 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.

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

12.3 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.

Article 13. Indemnity, Liability, and Insurance

13.1 Indemnity.

1. The Contractor agrees to protect, defend, indemnify and hold harmless to the maximum extent permitted by law the Authority, its agents, Board members, officials, and employees (the "Indemnified Parties") against any and all injuries, death, losses, damages, claims, suits, liabilities, judgments, costs, and expenses, including legal fees and costs (collectively referred to as the "Loss") that may in any manner accrue against the Authority as a consequence of the award or performance of this Contract, except to the extent that the Indemnified Party is found by a court of competent jurisdiction to have contributed to the Losses by its own negligence or willful misconduct. The indemnity herein will be effective to the maximum extent permitted by applicable law and extends to all legal costs, including reasonable attorney fees, incurred in defense of a Loss.
2. The Contractor expressly understands that any bond or insurance protection required by this Contract, or otherwise provided by the Contractor, will in no way limit the Contractor's responsibility to indemnify and defend the Indemnified Parties pursuant to this Section.
3. To the extent permitted by law, the Contractor expressly waives any legal limitations on its obligation to indemnify, defend, or contribute to any sums arising out of any Losses, including but not limited to limitations related to the payment of workers compensation benefits.
4. Upon tender by the Authority, the Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against an Indemnified Party related to any Loss (including without limitation all claims by Contractor's employees, subcontractors, agents, or servants), even though the claimant may allege negligence or willful misconduct by the Indemnified Parties. If any judgment is rendered against the Indemnified Parties, the

Contractor must at its own expense satisfy and discharge the judgment. The Contractor may not enter into any settlement without the prior written consent of the Authority. The Authority will have the right, at its sole option, to participate in the defense of any such claim, demand, or suit, without relieving the Contractor of its obligations hereunder.

5. The Contractor will promptly provide, or cause to be provided, to the Authority's General Counsel copies of such notices as the Contractor may receive of any Losses.
6. The indemnification contained herein will survive the termination of this Contract.

13.2 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.

13.3 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.

13.4 Insurance.

The Contractor will take out and maintain, during the entire Contract Term, insurance that meets with the requirements, if any, set forth in the attached in Exhibit 5. Contractor must submit to the Authority proof of insurance meeting the standards set forth in Exhibit 5.

Article 14. Assignment and Subcontracting

14.1 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.

14.2 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.

14.3 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. Upon the Authority's request, the Contractor must provide a copy of any or all of its subcontracts with its Subcontractors under the Contract.

The Contractor must require each Subcontractor to comply with all applicable provisions of this Contract and all other provisions required by laws and regulations to apply to Subcontractors, 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. Section 4.1 “Standard of Performance”
2. Section 5.6 “Taxes”
3. Section 6.4 “Minimum Wage”
4. Article 10 “Termination and Remedies”
5. Article 11 “Access, Audits, Retention of Records, and Security”
6. Article 12 “Ownership of Documents, Intellectual Property, and Confidentiality”
7. Article 13 “Indemnity, Liability, and Insurance”
8. Section 17.3 “Illinois Human Rights Act”
9. Section 17.5 “Ethics Ordinance”
10. Section 17.7 “Conflict of Interest”
11. Section 18.1 “No Federal Government Obligation to Contractor or Others”
12. Section 18.2 “Program Fraud and False or Fraudulent Statements and Related Acts”
13. Section 18.3 “Obligation to Comply with Federal Laws and Regulations”
14. Section 18.4 “Civil Rights”
15. Section 18.5 “Incorporation of Federal Transit Administration (FTA) Terms”
16. Section 18.6 “Environmental Requirements”
17. Section 18.7 “Fly America”
18. Section 19.6 “Contract Interpretation
19. Section 19.14 “Governing Law””
20. Section 19.15 “Jurisdiction”
21. 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.

Article 15. Warranties & 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 three (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, and the Contractor's oral presentation(s), if any, and the Contractor warrants the accuracy and completion of such response(s) and oral presentation(s), if any.

Article 16. Special Conditions - DBE and Other Requirements

16.1 Disadvantaged Business Enterprise Commitment.

Contractor will comply with all requirements set forth in the Disadvantaged Business Enterprise Commitment included in Exhibit 6.

16.2 Other Special Conditions.

Contractor will comply with all other Special Conditions, if any, set forth in Exhibit 6.

Article 17. Compliance with all Laws

17.1 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, as amended, whether or not they appear in the Contract, and to the extent that they may in any manner affect the performance of the Contract.

17.2 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.

17.3 Illinois Human Rights Act.

During the Contract Term, 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 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 fails or refuses to comply therewith. In addition, the Contractor must not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

17.4 Change of Ownership.

Any direct or indirect change in ownership or control of the Contractor will be subject to compliance with the Authority's then-current "Purchasing Policies and Procedures", including submission of updated ownership disclosure affidavits, as provided therein. In the event that there is a change in ownership or control of the Contractor during the Contract Term, Contractor must promptly notify the Project Manager.

17.5 Ethics Ordinance.

Contractor agrees to comply with the Authority's Ethics Ordinance, 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 Authority Ethics Ordinance, any contract negotiated, entered into, or performed in violation of any of the provisions of the Ethics Ordinance will be voidable as to the Authority at the election of the Authority.

17.6 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.

17.7 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 for default.

17.8 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.

17.9 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.

Article 18. Compliance with FTA Laws & Regulations

18.1 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.

18.2 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(l) on the Contractor to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two 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.

18.3 Obligation to Comply with 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 most recent “Master Agreement” between the Authority and FTA, as they may be amended or promulgated from time to time during the Contract Term. The Contractor’s failure to so comply will constitute a material breach of this Contract.

18.4 Civil Rights.

1. **Nondiscrimination.** In accordance with Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant because of race, color, religion, 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 chapter 60, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with all implementing requirements FTA may issue.
 - b. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, 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 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. 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 Paragraphs (a) through (g) of this subsection 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.

18.5 Incorporation of Federal Transit Administration (FTA) Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by the US DOT, whether or not expressly set forth in the preceding Contract provision. All requirements of the DOT, as set forth in the latest version of FTA Circular 4220.1, 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.

18.6 Environmental Requirements.

For all contracts exceeding \$150,000 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 US EPA Regional Office.

The Contractor must also include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

18.7 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 US 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.

18.8 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.

Article 19. General Terms

19.1 Documents Incorporated by Reference.

The Contractor understands and agrees that the documents specified in Section 18.2, including any and all Exhibits, 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.

19.2 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 or Amendments to the Contract.
2. Executed Contract, and any Special Conditions in Exhibit 6, including without limitation Contractor's DBE Proposal.
3. Exhibits 1 (Scope of Services), 2 (Payment Schedule), and 3 (Contractor's Key Personnel and Authority Project Manager).
4. The Authority's Insurance Requirements attached as Exhibit 5.
5. Contractor's Completed Certifications, attached as Exhibit 4.
6. Supplemental Materials, if any, attached as Exhibit 7.
7. Supplemental Materials, Performance Guarantees if any, attached as Exhibit 7.
8. CTA's Covid-19 Vaccination Policy for Vendors, attached as Exhibit 8.
9. Other Terms and Conditions, attached as Exhibit 9.

All Change Orders and Amendments 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 or Amendment more recently executed will take precedence over any prior Change Order or Amendment wherever it conflicts therewith.

19.3 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.

19.4 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 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.

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 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.

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.

19.5 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.

19.6 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.

19.7 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.

19.8 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.

19.9 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.

19.10 Assigns.

Subject to Article 14, 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.

19.11 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.

19.12 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.

19.13 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.

19.14 Governing Law.

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles.

19.15 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 man aging or general agent of the Contractor.

19.16 Illinois Criminal Code Certification.

The undersigned Contractor expressly affirms that it 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 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 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.

19.17 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.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

Please note that by signing the Contract you are making a formal offer to the CTA, however, this is not to be construed as an acceptance on the part of the CTA and is not a guarantee of the award of a Contract. This is not intended to be a binding commitment to contract, nor will CTA be obligated in any manner until a formal written Contract has been executed by both parties.

CONTRACTOR

CHICAGO TRANSIT AUTHORITY

By: _____
(Signature)

By: _____
Dorval R. Carter, Jr., President

Name

Ellen G. 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 Section 19.4 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_____.
(day) (month) (year)

My Commission expires:

(Signature of Notary Public)

Authorized by Ordinance No.: _____
of the Chicago Transit Board

Approved as to form and legality for the sole benefit of the Authority. Subject to proper authorization and execution thereof.

Attorney

INDEX OF EXHIBITS

EXHIBIT 1. SCOPE OF SERVICES

EXHIBIT 2. PAYMENT SCHEDULE

EXHIBIT 3. CONTRACTOR'S KEY PERSONNEL AND AUTHORITY PROJECT MANAGER

EXHIBIT 4. CONTRACTOR'S CERTIFICATIONS

EXHIBIT 5. INSURANCE REQUIREMENTS

EXHIBIT 6. SPECIAL CONDITIONS - DISADVANTAGEOUS BUSINESS ENTERPRISE (DBE) COMMITMENT

EXHIBIT 7. SUPPLEMENTAL MATERIAL-PERFORMANCE GUARANTEES

EXHIBIT 8. CTA'S COVID-19 VACCINATION POLICY FOR VENDORS

EXHIBIT 9. OTHER TERMS AND CONDITIONS

EXHIBIT 1. SCOPE OF SERVICES

1.1 Scope of Services

1.2 Deliverables

1.3 Project Schedule/Contract Time – [ex. for a period of three years with two (one) year options]

EXHIBIT 2. PAYMENT SCHEDULE

EXHIBIT 3. CONTRACTOR'S KEY PERSONNEL AND AUTHORITY PROJECT MANAGER

1. Contractor's Key Personnel

Name:

Title:

Firm Address:

Telephone No.:

E-mail Address:

2. CTA's Key Personnel

Name:

Title:

Firm Address:

Telephone No.:

E-mail Address:

EXHIBIT 4. CONTRACTOR'S CERTIFICATIONS

EXHIBIT 5. INSURANCE REQUIREMENTS

EXHIBIT 6. SPECIAL CONDITIONS - DISADVANTAGEOUS BUSINESS ENTERPRISE (DBE)
COMMITMENT

EXHIBIT 7. SUPPLEMENTAL MATERIAL

EXHIBIT 8

CTA'S COVID-19 VACCINATION POLICY FOR VENDORS

CTA'S COVID-19 VACCINATION POLICY FOR VENDORS

Any vendor with employees, subcontractors or other individuals under that vendor's control or supervision who regularly come in direct contact with CTA personnel or customers and/or who regularly work on CTA property must be fully vaccinated unless they receive a medical or religious accommodation because they are medically unable to receive the COVID-19 vaccination or have a sincerely held religious belief or observance which prevents them from getting the vaccine.

"Fully vaccinated" is defined as two weeks post having received the second shot of the Pfizer or Moderna vaccines or the only shot of the Johnson & Johnson vaccine. "CTA property" is defined to include all property that CTA leases or owns including without limitation its transit facilities, maintenance shops, headquarters, warehouses, vehicles and right of way.

Employees or individuals under your supervision or control regularly working on CTA property who are not fully vaccinated or have not received an accommodation will be ineligible to work on CTA property. Failure to comply with this Policy will constitute a breach of the contract with CTA.

The CTA, in its sole discretion, may ask you to produce the records on which you relied to make such certification. You must retain such records for such period of time as you are required to retain other records under your contract with the CTA.

The CTA may determine in the future that accommodations for those who are medically unable to receive the COVID-19 vaccination or have a sincerely held religious belief or observance which prevents them from getting the vaccine must include masking, social distancing, and/or periodic testing. If CTA makes such a determination, CTA will notify you accordingly.

CTA may request certifications from Contractor and its proposed subcontractors regarding compliance with the CTA's COVID-19 Vaccination Policy for Vendors, upon consideration for contract award, or at any time or from time to time, in particular to certify that:

1. The employees and individuals under its control or supervision who regularly access CTA property are fully vaccinated or have sought and obtained a medical or religious accommodation in compliance with CTA's COVID-19 Vaccination Policy for Vendors,
2. It will maintain accurate records of its employees and individuals under its control or supervision who regularly access CTA property to verify compliance with the CTA's COVID-19 Vaccination Policy for Vendors, and
3. It will not send or permit any of its employees or individuals under its control or supervision to access CTA property if such persons are not fully vaccinated or have not been granted a medical or religious accommodation in compliance with the CTA's COVID-19 Vaccination Policy for Vendors.

In lieu of such certification, the Contractor or any proposed subcontractor may certify that it cannot comply with the CTA's COVID-19 Vaccination Policy for Vendors. CTA will consider such requests on a case-by-case basis, dependent upon the particular facts, including consideration of the reason compliance is not possible, the degree of contact with CTA personnel or customers who regularly work on CTA property, and any proposed mitigations. Any approved request will be subject to any conditions provided in the approval. Failure to certify compliance with the CTA's COVID-19 Vaccination Policy for Vendors or have an approved request for non-compliance may result in a determination of non-responsiveness.

EXHIBIT 9. OTHER TERMS AND CONDITIONS

Definitions

- **"Confidential Data"** for purposes of this Addendum means any data or information owned by CTA or others that Contractor creates, obtains, accesses, receives from CTA or on behalf of the CTA or from third parties or from its employees, or uses in the course of its performance of the contract which include, but not be limited to: social security numbers; credit card numbers; any data protected or made confidential or sensitive by the Health Insurance Portability and Accountability Act of 1996 and the federal regulations adopted to implement that Act (45 CFR Parts 160 & 164 "the HIPAA Privacy Rule"), collectively referred to as "HIPAA", the Identity Protection Act (5 ILCS 179) ("IPA"), the Gramm-Leach-Bliley Act, Public Law No: 106-102, the Family Educational Rights and Privacy Act, as set forth in 20 U.S.C. §1232g ("FERPA") or any other applicable federal or [State] law or regulation.
- **"Agreement"** is the contract or other agreement that this addendum is attached to an made a part of.
- **"Authorized People"** means access is limited to (1) Authorized Employees; and (2) Contractor's subcontractors, agents, resellers and auditors who have a need to know or otherwise access data to enable Contractor to comply with the Agreement, and who are bound in writing by confidentiality obligations sufficient to protect the data in accordance with the terms hereof.
- **"Data Compromise"** means any actual or reasonably suspected unauthorized access to, or acquisition of, data that compromises the security, confidentiality or integrity of the data or the ability of the CTA to access the data.
- **"Unintended access"** means any access compromise by malicious software , search engine web crawler, password compromise or access by an individual or group that are not "Authorized People" due to a failure to secure a system or adhere to established security procedures.

Data Protection:

- Contractor, its authorized representatives, agents, entities, and / or any third party subcontractors, shall represent, warrant and certify it will: Not

otherwise use or disclose “Confidential Data” except as required or permitted by law; Safeguard “Confidential Data” according to all commercially reasonable administrative, physical and technical standards (e.g., such standards established by the National Institute of Standards and Technology or the Center for Internet Security). Contractor agrees to continually monitor its operations and take any action necessary to assure the “Confidential Data” is safeguarded in accordance with the terms of this Agreement.

- Contractor acknowledges that it may have access to certain of CTA’s computer, servers, communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to Contractor, its employees, agents or sub-contractors, pertaining to CTA’s business, CTA’s Employees or CTA’s Customers, or to CTA’s projects, CTA’s transactions, CTA’s clients Contractor will not store, copy, analyze, monitor or otherwise use that data except for the purposes set forth in the Agreement for the benefit of CTA.
- Contractor agrees to comply fully with all applicable laws, regulations, and government orders relating to protected health information (“PHI”) (defined in 45 CFR 160.103), personally identifiable information (“PII”) and data privacy with respect to any such “Confidential data” that Contractor receives or hosts or has access to under the Agreement. Contractor will always protect PHI, PII and will not use, disclose, or transfer across borders such PHI, PII except as necessary to perform under the Agreement or as authorized by the CTA’s Procurement Officer in writing or in accordance with applicable law.

Data Breach:

If the Contractor suspects or becomes aware of any unauthorized access to any CTA’s “Confidential Data” by any unauthorized person or third party, or becomes aware of any other security breach relating to CTA’s “Confidential Data” held, processed or stored by Contractor under this Agreement, Contractor shall immediately notify CTA’s Information Security Office by phone and in writing via email within 48 hours after the discovery of such breach, and shall fully cooperate at Contractor’s expense to prevent or stop such Data Breach.

In the event of such data Breach:

- Contractor shall fully and immediately comply with applicable laws, and shall take the appropriate steps to remedy such Data Breach.
- Contractor will defend, indemnify and hold CTA, CTA's officers, directors, employees and customers, harmless from and against any and all claims, suits, causes of action, liability, loss, costs and damages, including reasonable attorney fees, arising out of or relating to any third party claim arising from breach by Contractor.

The CTA will not agree to any limitation on liability that relieves a Contractor from its own negligence or to the extent that it creates an obligation on the CTA to hold the Contractor harmless.

Data Security

- All CTA Data delivered, hosted, processed or stored by the Contractor shall be stored in the United States. CTA data shall not be transferred to any other countries or jurisdictions without the prior written consent of CTA.
- Contractor certifies that all data backups of the CTA's "Confidential Data" will be stored and maintained in an encrypted format using at least a 128 bit AES encryption.
- All CTA Data created, stored, and/or processed by the Contractor is and shall remain the property of CTA and shall in no way become attached to the Services, nor shall Contractor have any rights in or to the Data.
- All backup and archival media containing CTA Data must be contained in secure, environmentally controlled storage areas owned, operated, or contracted for by Contractor and all backup and archival media containing "Confidential Data" must be encrypted.

Data Transmission and Encryption:

- Contractor warrants that all CTA Data including "Confidential Data" will be encrypted in transmission. Without limiting the above, Contractor agrees to use secure encrypted protocols to access and electronically transfer "Confidential Data" between the CTA and Contractor or within Contractor's computing environment.

- Contractor will not transmit any unencrypted CTA Data over the internet or a wireless network, and will not store any CTA Data on any mobile computing device, such as a laptop computer, USB drive or portable data device, except where there is a business necessity and then only if the mobile computing device is protected by industry-standard encryption software approved by CTA.

Background Checks:

- The Contractor agrees to conduct criminal background checks and not utilize any staff to fulfill the obligations of this Agreement, including subcontractors, if such staff has been convicted of any crime of dishonesty including, but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for a minimum of one (1) year is an authorized penalty.

Security Awareness Training:

- Contractor agrees to conduct formal security awareness training, for all personnel and contractors as soon as reasonably practicable after the time of hiring or prior to being appointed to work with CTA Data and annually recertified thereafter. Documentation of Security Awareness Training must be retained confirming that this training and subsequent annual recertification process have been completed, and available for review by CTA.

Connecting to CTA corporate network:

- All Contractor's connectivity to CTA's computing systems and all attempts at same will be only through CTA's security gateways/firewalls and only through CTA approved security procedures.
- Vendors connecting to the CTA corporate network using their mobile computing devices will ensure the devices have current, up to date antivirus software installed and running to scan for and promptly remove or quarantine virus and other malware from the system or device.
- Contractor will not access, and will not permit unauthorized persons or entities to access, CTA's computing systems and/or networks without CTA's express written authorization, and any such actual or attempted access will be consistent with any such authorization.

Compliance

- Contractor agrees to comply, and will ensure its software and services comply, with all applicable laws and regulations. Contractor shall, at no additional charge, promptly furnish all updates to the software and services necessary for compliance with any change in laws or regulation during the term of this Agreement.
- Contractor agrees to comply with the CTA's security policies and administrative procedures as dictated by the CTA Information Security Office.
- Contractor agrees to take every commercially reasonable precaution to ensure, and to the best of Contractor's knowledge, the services and software do not contain any virus or similar code that may destroy, modify, alter or cause the destruction, modification or alteration, in whole or in part, of any of CTA's data, equipment, devices, networks or software.

Right to Audit

CTA or an appointed audit firm (Auditors) has the right to audit the Contractor and the Contractor's sub-vendors or affiliates that provide a service for the processing, transport or storage of CTA data. CTA will announce their intent to audit the Contractor by providing at a minimum 20 business days' notice to the Contractor at mutually agreed times, dates, and locations. The scope of the audit along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from the Contractor's premises, the Contractor will allow the Auditors access to their site. Where necessary, the Contractor will provide a personal site guide for the Auditors while on site. The Contractor will provide a private accommodation on site for data analysis and meetings. The accommodation will allow for a reasonable workspace, with appropriate lighting, electrical, a printer and Internet connectivity. The Contractor will make necessary employees or contractors available for interviews in person or on the phone during the time frame of the audit.

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 ILCS 140/7 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 requests and 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. The pages that contain information subject to this restriction are **[insert page numbers or other identification]**." 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 TRANSIT AUTHORITY
INSURANCE AND BOND REQUIREMENTS**

REQUISITION NUMBER: **B23OP01980**
SPECIFICATION NUMBER CTA: _____

***SUMMARY OF INSURANCE REQUIREMENTS
ANY INSURANCE MARKED WITH AN 'X' IS REQUIRED FOR THIS
CONTRACT**

X	Workers Compensation (Waiver of Subrogation Required) Coverage A – Statutory Coverage B – Employers Liability \$1,000,000 Bodily Injury by Accident \$1,000,000 Bodily Injury by Disease
X	Commercial General Liability (Waiver of Subrogation & Additional Insured Required) \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations \$1,000,000 Personal Injury & Advertising Liability \$1,000,000 Per Occurrence
X	Auto Liability (Waiver of Subrogation & Additional Insured Required) \$1,000,000 Combined Single Limit (Bodily Injury & Property Damage)
	Excess Liability (Additional Insured Required) \$5,000,000 Each Occurrence
	Cargo Liability/Inland Marine \$500,000 Occurrence/Aggregate
X	Professional Liability \$2,000,000 Per Claim
X	Cyber Security & Privacy Liability \$2,000,000 Per Claim
	Pollution Liability \$2,000,000 Per Claim
	Valuable Papers \$50,000 Occurrence
	Crime Coverage \$1,000,000 Per Claim
	Payment & Performance Bond Amount of Contract
	Builders Risk Amount of Contract
	Endorsement CG2417 (Work within 50'ft of the Railroad)

***See Insurance Requirements Exhibit for details**

**CHICAGO TRANSIT AUTHORITY
INSURANCE AND BOND REQUIREMENTS**

[Short Form rev. 11/02/21]

REQUISITION NUMBER: **B23OP01980**

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 LIABILITY ARE 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) Acor Certificate of insurance including all endorsement pertaining to the policies. 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.
- c) 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 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, except for 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. COMPREHENSIVE 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. CYBER SECURITY & PRIVACY

\$2,000,000 PER CLAIM

J. 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: **N/A**

Performance Bond: **N/A**

Fidelity Bond: **N/A**



Issue Date: _____

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ RFP#: _____
 Address: _____
 (NUMBER & STREET)

 (CITY) (STATE) (ZIP)

Specification #: _____
 Project #: _____
 Contract #: _____

Description of Operation/Location	
-----------------------------------	--

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the 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 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
<u>Commercial General Liability</u> <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims made <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse <input type="checkbox"/> Underground <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution Commercial General Liability Form #: CG 00 01 _____				Each Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____ <u>Deductible and/or Self Insured Retention</u> \$ _____
Automobile Liability (Any Auto)				Each Occurrence \$ _____
<u>Excess Liability</u> <input type="checkbox"/> 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				_____

- a) Each insurance policy required by this agreement, except policies for workers' compensation and professional liability, will read:
 "The Chicago Transit Authority is an additional insured as respects to operations and activities of, or on behalf of the named insured, performed under contract with or permit from the Chicago Transit Authority".
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for separation of insureds applicable to the named insured and the CTA.
- c) General Liability, Auto Liability, Workers Compensation and Property insurers shall waive all rights of subrogation against the Chicago Transit Authority.
- d) The General Liability policies, including excess and umbrella will insure all liabilities assumed under the provisions of the Hold Harmless and Indemnity Clause 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.
- e) The receipt of this certificate by the CTA does not constitute agreement by the CTA that the insurance requirements in the contract have 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	_____
Chicago Transit Authority Dept. of Risk Management 567 W Lake St. Chicago, IL 60661	Agent/Company Address _____ _____
	Telephone _____

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 2022: <ul style="list-style-type: none"> Total Employees: 8,278 Total Members (including EEs): 17,376
Retirees with pharmacy benefits	None
Industry	Public Transportation System
Incumbent PBM	CVScaremark
Incumbent Medical	Cigna
Planned Effective Date	January 1, 2024
Experience Period Generic Dispensing Rate (includes DAW)	83.3%
Experience Period Mail Utilization	4.7%

Plan Design Summary				
Desired Model	Pass-through			
Clinical Copay Waivers	None			
Mail Incentive	None			
Exclusive Specialty	None			
Formulary	Standard Opt-Out			
Benefit Plans				
Tier	Retail		Mail	
	Opt 1	Opt 2	Opt 1	Opt 2
Generic	\$5	\$10	\$10	\$20
Preferred Brand	\$15	\$20	\$30	\$40
Non-Preferred Brand	\$35	\$40	\$70	\$80

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

Data Integration	
Integrated DM	Yes

Clinical Programs	
DUR	<ol style="list-style-type: none"> 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 (Select EE Gps.)
Prior Authorization	<ul style="list-style-type: none"> • Auvi-Q • Acne • Antifungals • Compounds • Diclofenac • Erectile Dysfunction • Fentanyl • Glumetza • Opioid Management
Step Therapy Programs	<ul style="list-style-type: none"> • Certain Specialty Medications
Copay Discount Program	<ul style="list-style-type: none"> • Certain Specialty Medications
Exclusion	<ul style="list-style-type: none"> • PCSK-9 • Spinraza • Topical Analgesics


Agency Exhibits

City Colleges of Chicago



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-855-609-5679 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For In-Network: \$500 Individual / \$900 Family For Out-of-Network: \$1,000 Individual / \$3,000 Family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Certain preventive care, services that charge a copay and prescription drugs are covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	Yes. \$100 deductible for In-Network hospital admission. \$100 deductible for Out-of-Network hospital admission. There are no other specific deductibles.	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
What is the out-of-pocket limit for this plan?	For In-Network: \$2,500 Individual / \$4,000 Family For Out-of-Network: \$3,000 Individual / \$9,000 Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, prescription drug copays, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.bcbsil.com or call 1-855-609-5679 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

 All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$10 <u>copay</u> /visit plus 20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$20 <u>copay</u> /visit plus 20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Preventive care/screening/immunization</u>	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required; see your benefit booklet* for details.
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at Caremark	Generic drugs	\$10	Reimbursed at 75% minus \$10 <u>copay</u>	Contact Caremark
	Preferred brand drugs	\$20	Reimbursed at 75% minus \$20 <u>copay</u>	
	Non-preferred brand drugs	\$40	Reimbursed at 75% minus \$40 <u>copay</u>	
	<u>Specialty drugs</u>	Same as above	Same as above	Contact Caremark
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	Physician/surgeon fees	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	\$175 <u>copay</u> /visit plus 20% <u>coinsurance</u>	\$175 <u>copay</u> /visit plus 20% <u>coinsurance</u>	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Preauthorization</u> may be required for non-emergency transportation; see your benefit booklet* for details.
	<u>Urgent care</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> required. \$100 <u>deductible</u> for <u>In-Network</u> and <u>Out-of-Network</u> hospital admission.
	Physician/surgeon fees	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$10 <u>copay</u> /office visit; <u>deductible</u> does not apply; 20% <u>coinsurance</u> for other outpatient services	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required; see your benefit booklet* for details.
	Inpatient services	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> required. \$100 <u>deductible</u> for <u>In-Network</u> and <u>Out-of-Network</u> hospital admission.
If you are pregnant	Office visits	\$10 PCP/ \$20 SPC <u>copay</u> /visit plus 20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Copay</u> applies to first prenatal visit (per pregnancy). <u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> , <u>coinsurance</u> , or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% <u>coinsurance</u>	30% <u>coinsurance</u>	
	Childbirth/delivery facility services	20% <u>coinsurance</u>	30% <u>coinsurance</u>	\$100 <u>deductible</u> for <u>In-Network</u> and <u>Out-of-Network</u> hospital admission.

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	<u>Rehabilitation services</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	<u>Habilitation services</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required. \$100 <u>deductible</u> for <u>In-Network</u> and <u>Out-of-Network</u> hospital admission.
	<u>Durable medical equipment</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required. Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price).
	<u>Hospice services</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required. \$100 <u>deductible</u> for <u>In-Network</u> and <u>Out-of-Network</u> hospital admission.

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Vision benefits may be available under a separate <u>plan</u> through VSP.
	Children's glasses	Not Covered	Not Covered	
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)		
<ul style="list-style-type: none"> • Acupuncture • Dental care (Adult) • Hearing aids 	<ul style="list-style-type: none"> • Long term care • Non-emergency care when traveling outside the U.S. • Routine eye care (Adult) 	<ul style="list-style-type: none"> • Routine foot care (with the exception of person with diagnosis of diabetes) • Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"> • Bariatric surgery • Chiropractic care 	<ul style="list-style-type: none"> • Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases) • Infertility treatment 	<ul style="list-style-type: none"> • Most coverage provided outside the United States. See www.bcbsil.com • Private-duty nursing (with the exception of inpatient private duty nursing) (unlimited visits per calendar year)

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-855-609-5679, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-855-609-5679 or visit www.bcbsil.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit <http://insurance.illinois.gov>.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-855-609-5679.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-855-609-5679.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-855-609-5679.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-855-609-5679.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$500
- Specialist both \$20 + 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This **EXAMPLE** event includes services like:
Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
---------------------------	-----------------

In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles*</u>	\$600
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$1,900
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$2,560

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$500
- Specialist both \$20 + 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This **EXAMPLE** event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
---------------------------	----------------

In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$500
<u>Coinsurance</u>	\$300
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,320

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$500
- Specialist both \$20 + 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This **EXAMPLE** event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
---------------------------	----------------

In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$200
<u>Coinsurance</u>	\$400
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,100

*Note: This plan has other deductibles for specific services included in this coverage example. See "Are there other deductibles for specific services?" row above.



Health care coverage is important for everyone.

We provide free communication aids and services for anyone with a disability or who needs language assistance. We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.

Office of Civil Rights Coordinator	Phone:	855-664-7270 (voicemail)
300 E. Randolph St.	TTY/TDD:	855-661-6965
35th Floor	Fax:	855-661-6960
Chicago, Illinois 60601		

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services	Phone:	800-368-1019
200 Independence Avenue SW	TTY/TDD:	800-537-7697
Room 509F, HHH Building 1019	Complaint Portal:	https://ocrportal.hhs.gov/ocr/portal/lobby.jsf
Washington, DC 20201	Complaint Forms:	http://www.hhs.gov/ocr/office/file/index.html




If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 855-710-6984.

Español Spanish	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 855-710-6984.
العربية Arabic	إن كان لديك أو لدى شخص تساعد أسئلة، ف لديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون أية تكلفة. للتحدث مع مترجم فوري، اتصل على الرقم 855-710-6984.
繁體中文 Chinese	如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請撥電話號碼 855-710-6984。
Français French	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez 855-710-6984.
Deutsch German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 855-710-6984 an.
ગુજરાતી Gujarati	જો તમને અથવા તમે મદદ કરી રહ્યા હોય એવા કોઈ બાજી વ્યાકત્તને એસ બી એમ કાર્યક્રમ બાબતે પ્રશ્નો હોય, તો તમને વિના ખર્ચે, તમારી ભાષામાં મદદ અને માહિતી મેળવવાની હક છે. દુભાષિયા સાથે વાત કરવા માટે આ નંબર 855-710-6984 પર કોલ કરો.
हिंदी Hindi	यदि आपके, या आप जिसको सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपको अपनी भाषा में नि:शुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए 855-710-6984 पर कॉल करें।
Italiano Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il numero 855-710-6984.
한국어 Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 통역사가 필요하시면 855-710-6984 로 전화하십시오.
Diné Navajo	T'áá ní, éí doodago ła'da biká anáníłwo'ígíí, na'ídiłkidgo, ts'ídá bee ná ahóótí'i' t'áá níik'e níká a'doolwoł dóó bina'ídiłkidígíí bee níł h odoonih. Áta'dahalne'ígíí bich'í' hodiilnih kwe'é 855-710-6984.
فارسی Persian	اگر شما، یا کسی که شما به او کمک می کنید، سوالاتی داشته باشید، حق این را دارید که به زبان خود، به طور رایگان کمک و اطلاعات دریافت نمایید. جهت گفتگو یا یک مترجم شفاهی، با شماره 855-710-6984 تماس حاصل نمایید.
PolSKI Polish	Jeśli Ty lub osoba, której pomagasz, macie jakiegokolwiek pytania, macie prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 855-710-6984.
Русский Russian	Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы связаться с переводчиком, позвоните по телефону 855-710-6984.
Tagalog Tagalog	Kung ikaw, o ang isang taong iyong tinutulongan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 855-710-6984.
اردو Urdu	اگر آپ کو، یا کسی ایسے فرد کو جس کی آپ مدد کر رہے ہیں، کوئی سوال درپیش ہے تو، آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ مترجم سے بات کرنے کے لیے، 855-710-6984 پر کال کریں۔
Tiếng Việt Vietnamese	Nếu quý vị, hoặc người mà quý vị giúp đỡ, có câu hỏi, thì quý vị có quyền được giúp đỡ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, gọi 855-710-6984.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-772-6895 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For In-Network: \$500 Individual / \$900 Family For Out-of-Network: \$1,000 Individual / \$3,000 Family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Certain preventive care, services that charge a copay and prescription drugs are covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	Yes. \$100 deductible for In-Network hospital admission. \$100 deductible for Out-of-Network hospital admission. There are no other specific deductibles.	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
What is the out-of-pocket limit for this plan?	For In-Network: \$2,500 Individual / \$4,000 Family For Out-of-Network: \$3,000 Individual / \$9,000 Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, prescription drug copays, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.bcbsil.com or call 1-800-772-6895 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

 All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$10 <u>copay</u> /visit plus 20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$20 <u>copay</u> /visit plus 20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Preventive care/screening/immunization</u>	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required; see your benefit booklet* for details.
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at Caremark	Generic drugs	\$10	Reimbursed at 75% minus \$10 <u>copay</u>	Contact Caremark
	Preferred brand drugs	\$20	Reimbursed at 75% minus \$20 <u>copay</u>	
	Non-preferred brand drugs	\$40	Reimbursed at 75% minus \$40 <u>copay</u>	
	<u>Specialty drugs</u>	Same as above	Same as above	Contact Caremark
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	Physician/surgeon fees	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	\$175 <u>copay</u> /visit plus 20% <u>coinsurance</u>	\$175 <u>copay</u> /visit plus 20% <u>coinsurance</u>	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Preauthorization</u> may be required for non-emergency transportation; see your benefit booklet* for details.
	<u>Urgent care</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> required. \$100 <u>deductible</u> for <u>In-Network</u> and <u>Out-of-Network</u> hospital admission.
	Physician/surgeon fees	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$10 <u>copay</u> /office visit; <u>deductible</u> does not apply; 20% <u>coinsurance</u> for other outpatient services	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required; see your benefit booklet* for details.
	Inpatient services	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> required. \$100 <u>deductible</u> for <u>In-Network</u> and <u>Out-of-Network</u> hospital admission.
If you are pregnant	Office visits	\$10 PCP/ \$20 SPC <u>copay</u> /visit plus 20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Copay</u> applies to first prenatal visit (per pregnancy). <u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> , <u>coinsurance</u> , or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% <u>coinsurance</u>	30% <u>coinsurance</u>	
	Childbirth/delivery facility services	20% <u>coinsurance</u>	30% <u>coinsurance</u>	\$100 <u>deductible</u> for <u>In-Network</u> and <u>Out-of-Network</u> hospital admission.

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	<u>Rehabilitation services</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	<u>Habilitation services</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required. \$100 <u>deductible</u> for <u>In-Network</u> and <u>Out-of-Network</u> hospital admission.
	<u>Durable medical equipment</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required. Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price).
	<u>Hospice services</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required. \$100 <u>deductible</u> for <u>In-Network</u> and <u>Out-of-Network</u> hospital admission.

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Vision benefits may be available under a separate <u>plan</u> through VSP.
	Children's glasses	Not Covered	Not Covered	
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)		
<ul style="list-style-type: none"> • Acupuncture • Dental care (Adult) • Hearing aids 	<ul style="list-style-type: none"> • Long term care • Non-emergency care when traveling outside the U.S. • Routine eye care (Adult) 	<ul style="list-style-type: none"> • Routine foot care (with the exception of person with diagnosis of diabetes) • Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"> • Bariatric surgery • Chiropractic care 	<ul style="list-style-type: none"> • Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases) • Infertility treatment 	<ul style="list-style-type: none"> • Most coverage provided outside the United States. See www.bcbsil.com • Private-duty nursing (with the exception of inpatient private duty nursing) (unlimited visits per calendar year)

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-772-6895, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-772-6895 or visit www.bcbsil.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit <http://insurance.illinois.gov>.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-772-6895.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-772-6895.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-800-772-6895.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne'1-800-772-6895.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$500
- Specialist both \$20 + 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This **EXAMPLE** event includes services like:

Specialist office visits (prenatal care)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (ultrasounds and blood work)
Specialist visit (anesthesia)

Total Example Cost	\$12,700
---------------------------	-----------------

In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles*</u>	\$600
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$1,900
<u>What isn't covered</u>	
Limits or exclusions	\$60
The total Peg would pay is	\$2,560

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$500
- Specialist both \$20 + 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This **EXAMPLE** event includes services like:

Primary care physician office visits (including disease education)
Diagnostic tests (blood work)
Prescription drugs
Durable medical equipment (glucose meter)

Total Example Cost	\$5,600
---------------------------	----------------

In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$500
<u>Coinsurance</u>	\$300
<u>What isn't covered</u>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,320

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$500
- Specialist both \$20 + 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This **EXAMPLE** event includes services like:

Emergency room care (including medical supplies)
Diagnostic test (x-ray)
Durable medical equipment (crutches)
Rehabilitation services (physical therapy)

Total Example Cost	\$2,800
---------------------------	----------------

In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$200
<u>Coinsurance</u>	\$400
<u>What isn't covered</u>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,100

*Note: This plan has other deductibles for specific services included in this coverage example. See "Are there other deductibles for specific services?" row above.



Health care coverage is important for everyone.

We provide free communication aids and services for anyone with a disability or who needs language assistance. We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.

Office of Civil Rights Coordinator	Phone:	855-664-7270 (voicemail)
300 E. Randolph St.	TTY/TDD:	855-661-6965
35th Floor	Fax:	855-661-6960
Chicago, Illinois 60601		

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services	Phone:	800-368-1019
200 Independence Avenue SW	TTY/TDD:	800-537-7697
Room 509F, HHH Building 1019	Complaint Portal:	https://ocrportal.hhs.gov/ocr/portal/lobby.jsf
Washington, DC 20201	Complaint Forms:	http://www.hhs.gov/ocr/office/file/index.html




If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 855-710-6984.

Español Spanish	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 855-710-6984.
العربية Arabic	إن كان لديك أو لدى شخص تساعدك أسئلة، ف لديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون أية تكلفة. للتحدث مع مترجم فوري، اتصل على الرقم 855-710-6984.
繁體中文 Chinese	如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請撥電話號碼 855-710-6984。
Français French	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez 855-710-6984.
Deutsch German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 855-710-6984 an.
ગુજરાતી Gujarati	જો તમને અથવા તમે મદદ કરી રહ્યા હોય એવા કોઈ બાજી વ્યાકતને એસ બી એમ કાર્યક્રમ બાબતે પ્રશ્નો હોય, તો તમને વિના ખર્ચે, તમારી ભાષામાં મદદ અને માહિતી મેળવવાની હક છે. દુભાષિયા સાથે વાત કરવા માટે આ નંબર 855-710-6984 પર કોલ કરો.
हिंदी Hindi	यदि आपके, या आप जिसको सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपको अपनी भाषा में नि:शुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए 855-710-6984 पर कॉल करें।
Italiano Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il numero 855-710-6984.
한국어 Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 통역사가 필요하시면 855-710-6984 로 전화하십시오.
Diné Navajo	T'áá ni, éi doodago ła'da biká anánilwo'ígíí, na'ídiłkidgo, ts'ídá bee ná ahóótí'i' t'áá níik'e níká a'doolwoł dóó bina'ídiłkidígíí bee níł h odoonih. Áta'dahalne'ígíí bich'í' hodiilnih kwe'é 855-710-6984.
فارسی Persian	اگر شما، یا کسی که شما به او کمک می کنید، سوالاتی داشته باشید، حق این را دارید که به زبان خود، به طور رایگان کمک و اطلاعات دریافت نمایید. جهت گفتگو یا یک مترجم شفاهی، با شماره 855-710-6984 تماس حاصل نمایید.
PolSKI Polish	Jeśli Ty lub osoba, której pomagasz, macie jakiegokolwiek pytania, macie prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 855-710-6984.
Русский Russian	Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы связаться с переводчиком, позвоните по телефону 855-710-6984.
Tagalog Tagalog	Kung ikaw, o ang isang taong iyong tinutulongan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 855-710-6984.
اردو Urdu	اگر آپ کو، یا کسی ایسے فرد کو جس کی آپ مدد کر رہے ہیں، کوئی سوال درپیش ہے تو، آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ مترجم سے بات کرنے کے لیے، 855-710-6984 پر کال کریں۔
Tiếng Việt Vietnamese	Nếu quý vị, hoặc người mà quý vị giúp đỡ, có câu hỏi, thì quý vị có quyền được giúp đỡ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, gọi 855-710-6984.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-855-609-5679 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-855-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	For In-Network: \$500 Individual / \$900 Family For Out-of-Network: \$1,000 Individual / \$3,000 Family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Certain preventive care, services that charge a copay and prescription drugs are covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	Yes. \$100 deductible for In-Network hospital admission. \$100 deductible for Out-of-Network hospital admission. There are no other specific deductibles.	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
What is the out-of-pocket limit for this plan?	For In-Network: \$2,500 Individual / \$4,000 Family For Out-of-Network: \$3,000 Individual / \$9,000 Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, prescription drug copays, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.bcbsil.com or call 1-855-609-5679 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

 All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$10 <u>copay</u> /visit plus 20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$20 <u>copay</u> /visit plus 20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Preventive care/screening/immunization</u>	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required; see your benefit booklet* for details.
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at Caremark	Generic drugs	\$10	Reimbursed at 75% minus \$10 <u>copay</u>	Contact Caremark
	Preferred brand drugs	\$20	Reimbursed at 75% minus \$20 <u>copay</u>	
	Non-preferred brand drugs	\$40	Reimbursed at 75% minus \$40 <u>copay</u>	
	<u>Specialty drugs</u>	Same as above	Same as above	Contact Caremark
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	Physician/surgeon fees	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	\$175 <u>copay</u> /visit plus 20% <u>coinsurance</u>	\$175 <u>copay</u> /visit plus 20% <u>coinsurance</u>	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Preauthorization</u> may be required for non-emergency transportation; see your benefit booklet* for details.
	<u>Urgent care</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> required. \$100 <u>deductible</u> for <u>In-Network</u> and <u>Out-of-Network</u> hospital admission.
	Physician/surgeon fees	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$10 <u>copay</u> /office visit; <u>deductible</u> does not apply; 20% <u>coinsurance</u> for other outpatient services	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required; see your benefit booklet* for details.
	Inpatient services	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> required. \$100 <u>deductible</u> for <u>In-Network</u> and <u>Out-of-Network</u> hospital admission.
If you are pregnant	Office visits	\$10 PCP/ \$20 SPC <u>copay</u> /visit plus 20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Copay</u> applies to first prenatal visit (per pregnancy). <u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of services, a <u>copayment</u> , <u>coinsurance</u> , or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% <u>coinsurance</u>	30% <u>coinsurance</u>	
	Childbirth/delivery facility services	20% <u>coinsurance</u>	30% <u>coinsurance</u>	

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	<u>Rehabilitation services</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	<u>Habilitation services</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required.
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required. \$100 <u>deductible</u> for <u>In-Network</u> and <u>Out-of-Network</u> hospital admission.
	<u>Durable medical equipment</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required. Benefits are limited to items used to serve a medical purpose. <u>Durable Medical Equipment</u> benefits are provided for both purchase and rental equipment (up to the purchase price).
	<u>Hospice services</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> may be required. \$100 <u>deductible</u> for <u>In-Network</u> and <u>Out-of-Network</u> hospital admission.
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Vision benefits may be available under a separate <u>plan</u> through VSP.
	Children's glasses	Not Covered	Not Covered	
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)		
<ul style="list-style-type: none"> • Acupuncture • Dental care (Adult) • Hearing aids 	<ul style="list-style-type: none"> • Long term care • Non-emergency care when traveling outside the U.S. • Routine eye care (Adult) 	<ul style="list-style-type: none"> • Routine foot care (with the exception of person with diagnosis of diabetes) • Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"> • Bariatric surgery • Chiropractic care • Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases) 	<ul style="list-style-type: none"> • Infertility treatment • Most coverage provided outside the United States. See www.bcbsil.com 	<ul style="list-style-type: none"> • Private-duty nursing (with the exception of inpatient private duty nursing) (unlimited visits per calendar year)

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-855-609-5679, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-855-609-5679 or visit www.bcbsil.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact the Illinois Department of Insurance at (877) 527-9431 or visit <http://insurance.illinois.gov>.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-855-609-5679.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-855-609-5679.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-855-609-5679.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-855-609-5679.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$500
- Specialist both \$20 + 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This **EXAMPLE** event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
---------------------------	-----------------

In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles*</u>	\$600
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$1,900
<u>What isn't covered</u>	
Limits or exclusions	\$60
The total Peg would pay is	\$2,560

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$500
- Specialist both \$20 + 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This **EXAMPLE** event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
---------------------------	----------------

In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$500
<u>Coinsurance</u>	\$300
<u>What isn't covered</u>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,320

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$500
- Specialist both \$20 + 20%
- Hospital (facility) coinsurance 20%
- Other coinsurance 20%

This **EXAMPLE** event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
---------------------------	----------------

In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$200
<u>Coinsurance</u>	\$400
<u>What isn't covered</u>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,100

*Note: This plan has other deductibles for specific services included in this coverage example. See "Are there other deductibles for specific services?" row above.



Health care coverage is important for everyone.

We provide free communication aids and services for anyone with a disability or who needs language assistance. We do not discriminate on the basis of race, color, national origin, sex, gender identity, age, sexual orientation, health status or disability.

To receive language or communication assistance free of charge, please call us at 855-710-6984.

If you believe we have failed to provide a service, or think we have discriminated in another way, contact us to file a grievance.

Office of Civil Rights Coordinator	Phone:	855-664-7270 (voicemail)
300 E. Randolph St.	TTY/TDD:	855-661-6965
35th Floor	Fax:	855-661-6960
Chicago, Illinois 60601		

You may file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, at:

U.S. Dept. of Health & Human Services	Phone:	800-368-1019
200 Independence Avenue SW	TTY/TDD:	800-537-7697
Room 509F, HHH Building 1019	Complaint Portal:	https://ocrportal.hhs.gov/ocr/portal/lobby.jsf
Washington, DC 20201	Complaint Forms:	http://www.hhs.gov/ocr/office/file/index.html



If you, or someone you are helping, have questions, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 855-710-6984.

Español Spanish	Si usted o alguien a quien usted está ayudando tiene preguntas, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 855-710-6984.
العربية Arabic	إن كان لديك أو لدى شخص تساعدك أسئلة، ف لديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون أية تكلفة. للتحدث مع مترجم فوري، اتصل على الرقم 855-710-6984.
繁體中文 Chinese	如果您，或您正在協助的對象，對此有疑問，您有權利免費以您的母語獲得幫助和訊息。洽詢一位翻譯員，請撥電話號碼 855-710-6984。
Français French	Si vous, ou quelqu'un que vous êtes en train d'aider, avez des questions, vous avez le droit d'obtenir de l'aide et l'information dans votre langue à aucun coût. Pour parler à un interprète, appelez 855-710-6984.
Deutsch German	Falls Sie oder jemand, dem Sie helfen, Fragen haben, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer 855-710-6984 an.
ગુજરાતી Gujarati	જો તમને અથવા તમે મદદ કરી રહ્યા હોય એવા કોઈ બાજી વ્યાકતને એસ બી એમ કાર્યક્રમ બાબતે પ્રશ્નો હોય, તો તમને વિના ખર્ચે, તમારી ભાષામાં મદદ અને માહિતી મેળવવાની હક છે. દુભાષિયા સાથે વાત કરવા માટે આ નંબર 855-710-6984 પર કોલ કરો.
हिंदी Hindi	यदि आपके, या आप जिसको सहायता कर रहे हैं उसके, प्रश्न हैं, तो आपको अपनी भाषा में नि:शुल्क सहायता और जानकारी प्राप्त करने का अधिकार है। किसी अनुवादक से बात करने के लिए 855-710-6984 पर कॉल करें।
Italiano Italian	Se tu o qualcuno che stai aiutando avete domande, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, puoi chiamare il numero 855-710-6984.
한국어 Korean	만약 귀하 또는 귀하가 돕는 사람이 질문이 있다면 귀하는 무료로 그러한 도움과 정보를 귀하의 언어로 받을 수 있는 권리가 있습니다. 통역사가 필요하시면 855-710-6984 로 전화하십시오.
Diné Navajo	T'áá ni, éi doodago ła'da biká anánilwo'ígíí, na'ídiłkidgo, ts'ídá bee ná ahóóti'i' t'áá níik'e níká a'doolwoł dóó bina'ídiłkidígíí bee níł h odoonih. Áta'dahalne'ígíí bich'í' hodiilnih kwe'é 855-710-6984.
فارسی Persian	اگر شما، یا کسی که شما به او کمک می کنید، سوالاتی داشته باشید، حق این را دارید که به زبان خود، به طور رایگان کمک و اطلاعات دریافت نمایید. جهت گفتگو یا یک مترجم شفاهی، با شماره 855-710-6984 تماس حاصل نمایید.
PolSKI Polish	Jeśli Ty lub osoba, której pomagasz, macie jakiegokolwiek pytania, macie prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer 855-710-6984.
Русский Russian	Если у вас или человека, которому вы помогаете, возникли вопросы, у вас есть право на бесплатную помощь и информацию, предоставленную на вашем языке. Чтобы связаться с переводчиком, позвоните по телефону 855-710-6984.
Tagalog Tagalog	Kung ikaw, o ang isang taong iyong tinutulongan ay may mga tanong, may karapatan kang makakuha ng tulong at impormasyon sa iyong wika nang walang bayad. Upang makipag-usap sa isang tagasalin-wika, tumawag sa 855-710-6984.
اردو Urdu	اگر آپ کو، یا کسی ایسے فرد کو جس کی آپ مدد کر رہے ہیں، کوئی سوال درپیش ہے تو، آپ کو اپنی زبان میں مفت مدد اور معلومات حاصل کرنے کا حق ہے۔ مترجم سے بات کرنے کے لیے، 855-710-6984 پر کال کریں۔
Tiếng Việt Vietnamese	Nếu quý vị, hoặc người mà quý vị giúp đỡ, có câu hỏi, thì quý vị có quyền được giúp đỡ và nhận thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, gọi 855-710-6984.

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.
- l. **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 completed 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
- 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 specific details 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 (pre-award, 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 sub-agreement, 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.
- i) 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.
- l) 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 sub-bid/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 non-

compliance 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/proposer's authorized representative)

located at: _____
(Address, City & Zip)

and I can reached at _____ or via email at _____
(phone number)

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: <input type="checkbox"/> <input type="checkbox"/>	Contact Phone:
Contact Email:	MBE Supplier <input type="checkbox"/> WBE (100% credit) <input type="checkbox"/>	Certification Agencies: <input type="checkbox"/>
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> 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 <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/>	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services:		

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/>	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services:		

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/>	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
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 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)

SCHEDULE C


Letter of Intent to Perform as Subcontractor,
Subconsultant and/or Material Supplier

Project Name and Number: _____

From: _____ MBE WBE
(Name of Certified Firm/ MBE or WBE)

To: _____
(Name of Bidder/Proposer)

The undersigned intends to perform work in connection with the above-referenced project as (check all that apply):

- a Sole Proprietor a Corporation
- a Partnership a Joint Venture  *If proposing a Joint Venture with an MBE or WBE, submit Schedule C-2*
- a supplier a Consultant a Sub-contractor

The undersigned is prepared to provide the following described service(s) and or goods in connection with the above-named project:

The above described service(s) or goods from the above-named certified MBE or WBE are offered for the following price, with terms of payment as stipulated in the Contract Documents, provided below:

Price \$ _____ % of Bidder/Proposer contract _____

Terms of Payment: _____

If more space is needed to add additional scopes of services or more fully describe the certified MBE or WBE firm's proposed scope of work and/or payment schedule, please attach additional sheet(s).

Sub-Contracting Levels

If the MBE or WBE firm **will not** be sub-contracting any of the work described in this Schedule, a zero (0) **must** be filled in each blank below in order for the form to be considered complete.

- _____ % of the dollar value of the certified MBE/WBE subcontract will be sublet to non-MBE contractors.
- _____ % of the dollar value of the certified MBE/WBE subcontract to other certified MBE/WBE contractors.

NOTE: If more than 10% percent of the value of the certified MBE or WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet **must** be provided on a separate sheet on the firm's letterhead.

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 & Signature of MBE or WBE's Authorized Representative

Date

On this _____ day 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)

SCHEDULE C-1

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-perform with their own resources and accurately indicate subcontracting levels. This form must be completed in its entirety.

Project Name and Number: _____

MBE or WBE Bidder or Proposer: _____ MBE WBE
(Name of Certified Firm/ MBE or WBE)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

- a Sole Proprietor
- a Partnership
- a supplier
- a Corporation
- a Joint Venture
- a Consultant
- a Sub-contractor



If proposing a Joint Venture as an MBE or WBE in addition to the Schedule A, a corresponding Schedule C-2 must be submitted.

Self-Performance Levels

_____ % of the dollar value the MBE or WBE firm named above will self-perform.

Sub-Contracting Levels

_____ % of the dollar value of the certified MBE/WBE subcontract will be sublet to **non-MBE contractors**.

_____ % of the dollar value of the certified MBE/WBE subcontract to other certified MBE/WBE contractors.

The undersigned hereby affirms:

- The **current** MBE or WBE status of the above named firm is confirmed by the attached Letter(s) of certification.
- 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 & Signature of MBE or WBE's Authorized Representative

Date

On this _____ day 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)

SCHEDULE C-2

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: _____

A. Joint Venture Name: _____

Address: _____

Phone: _____

Contact: _____

B. 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.	

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)

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 Joint-Venture Partner

Printed Name & Signature of MBE or WBE's Authorized Representative Date

By: _____
Print Name of non-MBE/WBE Joint Venture Partner

Printed Name & Signature of non-MBE/WBE Joint Venture Partner's Authorized Representative

Date

On this _____ day 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)

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 Name & Number: _____

Type of waiver: Full MBE (25%) Partial MBE (percentage to be waived) _____ %
 Full WBE (7 %) Partial WBE (percentage to be waived) _____ %

Reason for waiver:

- Sole Source Manufacturer
- Distributor – No Subcontractors
- Limited subcontracting opportunities
- Other _____

Submitted by: _____
Name and Title of authorized representative

Name of Bidder/Proposer Company

For CCC use only:

Granted: Full MBE Partial MBE _____ % Full WBE Partial WBE _____ %

Denied: Insufficient supporting documentation Sufficient pool of direct M/WBE vendors

User Department concurrence (for scope issues): _____

CCO initials/date: _____ Compliance 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 sub-bids/proposals, including:
 - o Names, addresses and telephone numbers of certified MBE and WBE firms contacted;
 - o A description of the information provided to certified MBE and WBE firms regarding the portions of the work to be performed; and
 - o 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.

**ETHICS ORIENTATION
CONTRACTORS/VENDORS**

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-1). 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 www.ccc.edu/departments/pages/ethics.aspx.

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: 312/553-2925
Email: ethicsoffice@ccc.edu
Web Page: www.ccc.edu/departments/pages/ethics.aspx.

Economic Disclosure Statement

**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 (i.e. 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:

- 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:

C. Telephone: _____ **Fax:** _____ **Email:** _____

D. Name of contact person: _____

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):

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|--|--|
| <input type="radio"/> Individual | <input type="radio"/> Limited liability company* |
| <input type="radio"/> Publicly registered business corporation | <input type="radio"/> Limited liability partnership* |
| <input type="radio"/> Privately held business corporation | <input type="radio"/> Joint venture* |
| <input type="radio"/> Sole proprietorship | <input type="radio"/> Not-for-profit corporation |
| <input type="radio"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="radio"/> Limited partnership* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="radio"/> Trust | <input type="radio"/> 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
_____	_____
_____	_____
_____	_____
_____	_____

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 CCC's Ethics Policy and a training program is available online at http://www.ccc.edu/files/Ethics_Policy.pdf and may also be obtained from CCC Ethics Office at 180 N Wabash Ave, 3rd Floor, Chicago, Illinois, 60601.

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)

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	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

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");

• 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

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 _____

Signed and sworn to before me on (date) _____, by _____.

Notary Public.

Commission expires: _____

Agency Exhibits

Chicago Transit Authority Retiree Healthcare Trust

CTA Retiree Health Care Trust Enrollment Data

Aetna Choice POS II (PPO) and Aetna Select (HMO)

- **PPO (all non-Medicare) = 1,046 retirees, 224 spouses, 249 dependent children = 1,519 total lives**
- **HMO (all non-Medicare) = 213 retirees, 45 spouses, 35 dependent children = 293 total lives**



RETIREE HEALTH BENEFITS ENROLLMENT GUIDE

for coverage from January 1, 2023, through December 31, 2023

	Aetna (Prescriptions with CVS Caremark)		
	Aetna Choice POS II		Aetna Select (In-Network Only)
	In-Network	Out-Of-Network	

Prescription Drug Benefit

You may use any retail pharmacy for one-time prescriptions. All maintenance prescription drugs are limited to one retail refill. After the first refill, you must fill your prescription(s) through the Mail Service Pharmacy or a CVS Caremark retail pharmacy. Prescription drug benefits are administered by CVS Caremark.

Generic		Generic
Retail (up to a 30-day supply)	\$13 copayment	\$5 copayment
Mail Order (up to a 90-day supply)	\$26 copayment	\$10 copayment
Brand Name Drugs on the Formulary List (if no generic)		Preferred
Retail (up to a 30-day supply)	\$26 copayment	\$10 copayment
Mail Order (up to a 90-day supply)	\$52 copayment	\$20 copayment
Brand Name Drugs Not on the Formulary or Brand Name Drugs with a Generic Equivalent Available (if no generic)		Non-Preferred
Retail (up to a 30-day supply)	\$65 copayment	\$25 copayment
Mail Order (up to a 90-day supply)	\$130 copayment	\$50 copayment

CTA Retiree Health Care Trust Enrollment Data
Aetna Choice POS II-Staff \$100

Staff Plan = 4 staff, 1 spouse, 3 dependent children = 8 total lives



CHICAGO TRANSIT AUTHORITY RETIREE HEALTH CARE TRUST:
Aetna Choices® POS II - Staff \$100

Coverage for: Individual + Family | Plan Type: POS

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.HealthReformPlansSBC.com or by calling 1-800-370-4526. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call 1-800-370-4526 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	In-Network: Individual \$100 / Family \$200. Out-of-Network: Individual \$100 / Family \$200.	Generally, you must pay all of the costs from <u>providers up to the deductible amount before this plan begins to pay</u> . If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Prescription drugs</u> ; plus <u>in-network preventive care</u> is covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a <u>copayment or coinsurance</u> may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this plan?	In-Network: Individual \$100 / Family \$200. Out-of-Network: Individual \$1,200 / Family \$2,400. Prescription drugs: Individual \$100 / Family \$200. Out-of-Network: Individual \$1,200 / Family \$2,400.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , balance-billing charges, health care this plan doesn't cover & penalties for failure to obtain pre-authorization for services.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.aetna.com/docfind or call 1-800-370-4526 for a list of <u>in-network providers</u> .	This plan uses a <u>provider network</u> . You will pay less if you use a provider in the plan's network. You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a provider for the difference between the <u>provider's charge</u> and what your plan pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness Specialist visit Preventive care /screening /immunization	0% coinsurance 0% coinsurance	20% coinsurance 20% coinsurance	None None You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (X-ray, blood work) Imaging (CT/PET scans, MRIs)	0% coinsurance 0% coinsurance	20% coinsurance 20% coinsurance	None None
If you need drugs to treat your illness or condition	Generic drugs	Copay/prescription, deductible doesn't apply: \$3 (retail), \$6 (mail order)	Copay/prescription, deductible doesn't apply: \$3 (retail)	34-day supply at Retail 90-day supply at Mail Order In-Network
Prescription drug coverage is administered by CVS Caremark	Preferred brand drugs	Copay/prescription, deductible doesn't apply: \$5 (retail), \$10 (mail order)	Copay/prescription, deductible doesn't apply: \$5 (retail)	Rx Out-of-Pocket Expense Limit: \$100 Individual/\$200 Family Out-of-Network
More information about prescription drug coverage is available at www.caremark.com	Non-preferred brand drugs	Copay/prescription, deductible doesn't apply: \$15 (retail), \$30 (mail order)	Copay/prescription, deductible doesn't apply: \$15 (retail)	Rx Out-of-Pocket Expense Limit: \$1,200 Individual/\$2,400 Family For Out-of-Network drug provider, you are responsible for 25% of the eligible amount after the copayment. Certain women's preventive services will be covered with no cost to the member. For a full list of these prescriptions and/or services please contact Customer Service.
If you have outpatient surgery	Specialty drugs Facility fee (e.g., ambulatory surgery center) Physician/surgeon fees	Copay/prescription, deductible doesn't apply: \$15 0% coinsurance 0% coinsurance	Not covered 20% coinsurance 20% coinsurance	Specialty drug coverage based on group policy. Specialty retail limited to a 30-day supply. Prior authorization may be required. None None

Common Medical Event	Services You May Need	What You Will Pay In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you need immediate medical attention	<u>Emergency room care</u> <u>Emergency medical transportation</u> <u>Urgent care</u>	<u>0% coinsurance</u> <u>0% coinsurance</u> <u>0% coinsurance</u>	<u>0% coinsurance</u> <u>0% coinsurance</u> <u>20% coinsurance</u>	<u>Out-of-network emergency use paid the same as in-network.</u> No coverage for non-emergency use. <u>Out-of-network emergency use paid the same as in-network.</u> Non-emergency transport: not covered, except if pre-authorized. No coverage for non-urgent use.
If you have a hospital stay	<u>Facility fee (e.g., hospital room)</u> <u>Physician/surgeon fees</u>	<u>0% coinsurance</u> <u>0% coinsurance</u>	<u>20% coinsurance</u> <u>20% coinsurance</u>	<u>Penalty of \$400 for failure to obtain pre-authorization for out-of-network care.</u> None
If you need mental health, behavioral health, or substance abuse services	<u>Outpatient services</u> <u>Inpatient services</u>	<u>Office: 0% coinsurance; other outpatient services: no charge</u> <u>0% coinsurance</u>	<u>Office & other outpatient services: 20% coinsurance</u> <u>20% coinsurance</u>	None <u>Penalty of \$400 for failure to obtain pre-authorization for out-of-network care.</u>
If you are pregnant	<u>Office visits</u> <u>Childbirth/delivery professional services</u> <u>Childbirth/delivery facility services</u>	<u>No charge</u> <u>0% coinsurance</u> <u>0% coinsurance</u>	<u>20% coinsurance</u> <u>20% coinsurance</u> <u>20% coinsurance</u>	<u>Cost sharing does not apply for preventive services.</u> Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.) <u>Penalty of \$400 for failure to obtain pre-authorization for out-of-network care may apply.</u>
If you need help recovering or have other special health needs	<u>Home health care</u> <u>Rehabilitation services</u> <u>Habilitation services</u> <u>Skilled nursing care</u> <u>Durable medical equipment</u>	<u>0% coinsurance</u> <u>0% coinsurance</u> <u>No charge</u> <u>0% coinsurance</u> <u>0% coinsurance</u>	<u>20% coinsurance</u> <u>20% coinsurance</u> <u>20% coinsurance</u> <u>20% coinsurance</u> <u>20% coinsurance</u>	<u>40 visits/calendar year.</u> <u>Penalty of \$400 for failure to obtain pre-authorization for out-of-network care.</u> None None <u>Penalty of \$400 for failure to obtain pre-authorization for out-of-network care.</u> <u>Limited to 1 durable medical equipment for same/similar purpose. Excludes repairs for misuse/abuse.</u>

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Hospice services	0% coinsurance	20% coinsurance	Penalty of \$400 for failure to obtain pre-authorization for out-of-network care.
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	Not covered.
	Children's glasses	Not covered	Not covered	Not covered.
	Children's dental check-up	Not covered	Not covered	Not covered.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)	
<ul style="list-style-type: none"> Cosmetic surgery Dental care (Adult & Child) Glasses (Child) 	<ul style="list-style-type: none"> Hearing aids Long-term care Non-emergency care when travelling outside the U.S. Routine eye care (Adult & Child) Routine foot care Weight loss programs - Except for required preventive services.

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)	
<ul style="list-style-type: none"> Acupuncture - Limited to in lieu of anesthesia. Bariatric surgery 	<ul style="list-style-type: none"> Chiropractic care - 36 visits/calendar year. Infertility treatment - Limited to the diagnosis & treatment of underlying medical condition. Prescription drugs - Provided by CVS Caremark. Private-duty nursing

Your Rights to Continue Coverage:

- There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is:
- For more information on your rights to continue coverage, contact the plan at 1-800-370-4526.
 - If your group health coverage is subject to ERISA, you may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or <http://www.dol.gov/ebsa/healthreform>
 - For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.ccio.cms.gov.
 - If your coverage is a church plan, church plans are not covered by the Federal COBRA continuation coverage rules. If the coverage is insured, individuals should contact their State insurance regulator regarding their possible rights to continuation coverage under State law.
- Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about

the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

- If your group health coverage is subject to ERISA, you may contact Aetna directly by calling the toll-free number on your Medical ID Card, or by calling our general number at 1-800-370-4526. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or <http://www.dol.gov/ebsa/healthreform>
- For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cclio.cms.gov.
- Additionally, a consumer assistance program can help you file your appeal. Contact information is at: <http://www.aetna.com/individuals-families-health-insurance/rights-resources/complaints-grievances-appeals/index.html>.

Does this plan provide Minimum Essential Coverage? Yes.

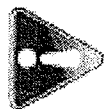
Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost-sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$100
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
In this example, Peg would pay:	
<i>Cost Sharing</i>	
Deductibles	\$100
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$160

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$100
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
In this example, Joe would pay:	
<i>Cost Sharing</i>	
Deductibles	\$65
Copayments	\$35
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$120

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$100
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

- Emergency room care (*including medical supplies*)
- Diagnostic test (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
In this example, Mia would pay:	
<i>Cost Sharing</i>	
Deductibles	\$100
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$100

The plan would be responsible for the other costs of these EXAMPLE covered services.

Assistive Technology

Persons using assistive technology may not be able to fully access the following information. For assistance, please call 866-393-0002.

Smartphone or Tablet

To view documents from your smartphone or tablet, the free WinZip app is required. It may be available from your App Store.

Non-Discrimination

Aetna complies with applicable Federal civil rights laws and does not unlawfully discriminate, exclude or treat people differently based on their race, color, national origin, sex, age, disability, gender identity or sexual orientation.

We provide free aids/services to people with disabilities and to people who need language assistance.

If you need a qualified interpreter, written information in other formats, translation or other services, call the number on your ID card.

If you believe we have failed to provide these services or otherwise discriminated based on a protected class noted above, you can also file a grievance with the Civil Rights Coordinator by contacting:

Civil Rights Coordinator,
P. O. Box 14462, Lexington, KY 40512 (CA HMO customers: P. O. Box 24030, Fresno, CA 93779),
1-800-648-7817, TTY: 711,
Fax: 859-425-3379 (CA HMO customers: 860-262-7705), CRCoordinator@aetna.com.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocrportal/lobby.jsf>, or at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, or at 1-800-368-1019, 800-537-7697 (TDD).

Aetna is the brand name used for products and services provided by one or more of the Aetna group of companies, including Aetna Life Insurance Company and its affiliates (Aetna).

