



Office of the Chicago City  
Clerk



O2012-636

Office of the City Clerk

City Council Document Tracking Sheet

<b>Meeting Date:</b>	2/15/2012
<b>Sponsor(s):</b>	Emanuel, Rahm (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	<i>Data-related agreement with Chapin Hall</i>
<b>Committee(s) Assignment:</b>	Committee on Budget and Government Operations

BUDG.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

February 15, 2012

TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Chief Information Officer, I transmit herewith an ordinance authorizing a data-related agreement with Chapin Hall.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

## ORDINANCE

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of local government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, pursuant to a proposed agreement between Chapin Hall Center for Children (also known as Chapin Hall at the University of Chicago), an Illinois not-for-profit corporation ("Chapin Hall"), and the City (the "Chapin Hall Contract," the substantially final form of which is attached hereto as Exhibit 1 and hereby incorporated herein), Chapin Hall will create an information infrastructure to inform decision-making relating to public resources (the "Project"); and

WHEREAS, The John D. and Catherine T. MacArthur Foundation ("MacArthur") is an Illinois not-for-profit corporation; and

WHEREAS, MacArthur desires to grant to the City an amount not to exceed \$300,000 (the "MacArthur Grant") to support the Project; and

WHEREAS, the City desires for MacArthur to disburse the MacArthur Grant directly to Chapin Hall in payment of Chapin Hall's fee pursuant to the Chapin Hall Contract (the "Chapin Hall Fee"); and

WHEREAS, pursuant to a proposed agreement among MacArthur, the City and Chapin Hall (the "MacArthur Grant Agreement, the substantially final form of which is attached hereto as Exhibit 2 and hereby incorporated herein), MacArthur agrees to make the MacArthur Grant funds available to the City by directly paying Chapin Hall; and

WHEREAS, other governmental agencies and entities (including but not limited to the Board of Education of the City of Chicago, the Board of Trustees of Community College District No. 508, the Chicago Transit Authority, the Chicago Housing Authority, and the Chicago Park District) (each an "Other Government") may desire to participate in the Project now or in the future; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

Section 1. The above recitals are incorporated herein by this reference.

Section 2. The Chief Information Officer of the Department of Innovation and Technology (the "CIO") or the CIO's designee (in either case, the "Authorized Officer") is authorized to execute the Chapin Hall Contract and the MacArthur Grant Agreement (together, the "Agreements") in substantially the forms attached hereto as Exhibits 1 and 2, respectively, and to perform any and all acts as shall be necessary or advisable in connection with the City's performance under the Agreements. The Agreements shall contain such other terms as the Authorized Officer deems necessary or appropriate. If in the future Chapin Hall directly receives additional funding for the Project from one or more funders other than MacArthur, then the Authorized Officer shall be authorized to negotiate and execute one or more amendments to the Chapin Hall Contract recognizing the City as a third party beneficiary of such additional funding and accepting Chapin Hall's services funded thereby as an in-kind grant from Chapin Hall to the City. The Authorized Officer is also authorized to negotiate and execute such amendments to the Agreements and/or intergovernmental agreements as the Authorized Officer deems necessary and appropriate, containing such terms as the Authorized Officer deems necessary or appropriate, to

allow one or more Other Governments to participate in the Project, and to perform any and all acts as shall be necessary or advisable in connection with the City's performance thereunder.

Section 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

Section 4. This Ordinance takes effect upon passage and approval.

EXHIBIT 1  
CHAPIN HALL CONTRACT  
(see attached)



**Citywide Data Mapping Project**

**Grant-Funded Professional Services Agreement**

**Between**

**THE CITY OF CHICAGO DEPARTMENT OF INFORMATION AND TECHNOLOGY**

**and**

**CHAPIN HALL CENTER FOR CHILDREN**

**funded by**

**MACARTHUR FOUNDATION**

**Rahm Emanuel**  
**Mayor**

**Jason DeHaan**  
**Chief Information Officer**

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## 1. INTRODUCTION

This Contract is entered into between Chapin Hall Center for Children (also known as Chapin Hall at the University of Chicago), an Illinois not-for-profit 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 Information and Technology ("City"), at Chicago, Illinois.

Contractor is a non-profit research and policy center, focused on improving the well-being of children and youth, families, and their communities. One of Contractor's areas of research is longitudinal data analytics.

Contractor will provide professional services to the City to map the City's data, create and populate a data platform, and design a Neighborhood Health Index to assist the City in using its data to more effectively and efficiently utilize City resources while improving the quality of life in the City.

With a data platform built, the City will be more able to pursue projects based on advanced analytics and data mining without the current data-sharing hurdles. The City will be able to better utilize its existing resources to draw relationships between leading indicators to ultimately develop a predictive framework that would facilitate proactive, better informed policy. The ability to predict trends in crime, public health, and economic development, and the budgetary improvements that would grow out of a more integrated and efficient system would move Chicago towards data-driven solutions. Moreover, the data can be used to evaluate the range of city services to determine which are effective and which need to be improved.

A comprehensive data platform would also allow for better transparency, decision-making and partnerships. The City ultimately intends to make a wide variety of data available through the online portal. Although the preliminary stages of constructing a data architecture are labor- and resource-intensive, it is expected to decrease the City's costs by eliminating duplication, lowering the barriers to academic partnerships, and encouraging smarter policy.

The City has or will enter into a separate agreement with the John D. and Catherine T. MacArthur Foundation ("Grantor"), which will pay directly for Contractor's work on behalf of the City. The City may also enter into other agreements with other granting agencies to pay for Contractor's work under this agreement. However, under no circumstances will the City itself be expected to pay for any of Contractor's work under this Contract.

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

NOW, THEREFORE, the City and the Contractor agree as follows:

## **2. STANDARD TERMS AND CONDITIONS**

### **2.1 Incorporation of Information**

The Information set forth above under "Introduction" is incorporated and made a part of this Agreement by reference.

### **2.2 General Provisions**

#### **2.2.1 Definitions**

**"Attachments"** are all the exhibits and other documents incorporated into the Contract by reference. These include the Economic Disclosure Statement and Affidavit, and Insurance Certificates of Coverage included in sections 7 and 8, below.

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

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

**"Chief Data Officer"** abbreviated as "CDO" means the Chief Data Officer in the Mayor's office and any representative duly authorized in writing to act on the CDO's behalf.

**"Chief Information Officer"** abbreviated as "CIO" means the chief executive of the Department of Information and Technology ("DoIT") and any representative duly authorized in writing to act on the CIO's behalf.

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

**"Chief Technology Officer"** abbreviated as "CTO" means the Chief Technology Officer in the Mayor's office and any representative duly authorized in writing to act on the CTO's behalf.

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

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

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

**"Contract"** means, upon notice of award from the Commissioner, the contract consisting of this document and any related attachments, including but not limited to

budget proposals and planning documents, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

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

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

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

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

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

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

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

**"Purchase Order"** means a written order from a Department referencing this Contract requesting Contractor to perform services. Purchase Orders may also be referred to as "Blanket Releases".

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

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

## **2.2.2 Interpretation of Contract**

### **2.2.2.1. Order of Precedence**

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

- Addenda, if any

- Detailed Specifications
- Plans or drawings, if any
- Special Conditions
- Supplemental Special Conditions, if any
- Standard Terms and Conditions
- Invitation to bid and proposal pages

**2.2.2.2. Interpretation and Rules**

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

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

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

**2.2.2.3. Severability**

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

**2.2.2.4. Entire Contract**

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

**2.2.3 Subcontracting and Assignment**

**2.2.3.1 No Assignment of Contract**

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

**2.2.3.2 Subcontracts**

A. No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CIO; but in no case

will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CIO of the names of all Subcontractors to be used and shall not employ any that the CIO has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's website:

[http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred\\_firms\\_list.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html)

- B. Subcontracting of the services or work or any portion of the Contract without the prior written consent of the CIO is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the CIO; any substitution of a Subcontractor without the prior written consent of the CIO is null and void.
- C. The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the CIO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the CIO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for Commissioner approval.

#### **2.2.3.3 City's Right to Assign**

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

#### **2.2.3.4 Assigns**

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

### **2.2.4 Contract Governance**

#### **2.2.4.1 Governing Law and Jurisdiction**

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

non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

#### **2.2.4.2 Consent to Service of Process**

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

#### **2.2.4.3 Cooperation by Parties and between Contractors**

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

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

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

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

#### **2.2.4.4 No Third Party Beneficiaries**

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

#### **2.2.4.5 Independent Contractor**

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

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

- The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Contractor performing the Services required under this Contract.
- Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.
- The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

#### **2.2.4.6 Authority**

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

#### **2.2.4.7 Joint and Several Liability**

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

#### **2.2.4.8 Notices**



All communications and notices to the City from the Contractor must be faxed with receipt, delivered personally, or mailed first class, postage prepaid return receipt, to the CIO, City of Chicago Department of Innovation & Technology, 50 West Washington, Room 2700, Chicago Illinois 60602, with a copy to the CDO, City of Chicago Office of the Mayor, 121 North LaSalle Street, Room 507, Chicago Illinois, 60602.

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to the Department of Law, Room 600 City Hall, 121 N LaSalle Street, Chicago, Illinois 60602, and to Grantor at John D. and Catherine T. MacArthur Foundation, 140 South Dearborn Street, Suite 1200, Chicago, Illinois 60603-5285, Attn. Program Manager.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed with receipt, delivered personally, or mailed first class, postage prepaid return receipt, to the Contractor care of the name and to the address listed here:

Executive Director, Chapin Hall Center for Children, 1313 E. 60<sup>th</sup> Street, Chicago IL 60637.

#### **2.2.4.9 Amendments**

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

#### **2.2.4.10 No Waiver of Legal Rights**

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

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

#### **2.2.4.11 Non-appropriation of Funds**

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

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

No payments will be made to the Contractor under this Contract by the City under any circumstances. All payments will be made by Grantor or other funding entities.

#### **2.2.5 Confidentiality**

- A. All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.
- 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 Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner. City has an obligation to Grantor to make work funded by the grant available to the public. Contractor must coordinate with and otherwise cooperate fully with the City in meeting this obligation.
- 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 Contract, Contractor must immediately give notice to the Commissioner, CPO and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

#### **2.2.6 Indemnity**

- A. Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses (as defined below), including those related to: injury, death or damage of or to any person or property; any infringement or violation of

any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute.

- B. "Losses" means, individually and collectively, liabilities, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, which arise out of or relate to the negligent or wrongful acts or omissions of Contractor, its employees, agents and subcontractors. At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the City Corporation Counsel, which shall not be not unreasonably withheld, if the settlement requires any action on the part of the City.
- C. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.
- D. The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of work or services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

## **2.3 Compensation Provisions**

### **2.3.1 Payment**

#### **2.3.1.1 Schedule of Compensation**

Grantor intends to release payments to Contractor in three installments, contingent upon receipt by the City required reports on Contractor's work under this agreement:

Initial Installment: U.S. \$100,000 paid in a single lump sum  
Second Installment: U.S. \$100,000, paid in a single lump sum  
Third Installment: U.S. \$100,000, paid in a single lump sum

The first installment will be released upon execution of this Agreement, or upon execution of the Agreement between City and Grantor, whichever is later. Payment for subsequent installments will be triggered by City acceptance of Contractor's quarterly reports, unless otherwise agreed in writing by the parties and Grantor. All parties understand that these payments will not exactly track Contractor's work and may represent payment in advance or in arrears. Funds will be used only in accordance with those uses allowable pursuant to the grant agreement between the City and Grantor.

Prior to beginning work, Contractor will submit a budget to the CDO for approval by the City. The relationship between Contractor's work and the compensation will be in substantial conformance with the approved budget. Contractor and the City may agree to amend or modify the budget, with approval of Grantor if applicable.

If additional funding is arranged from Grantor or other funding entities, payments will be made according to whatever arrangements are made between the City, Contractor, and the Grantor or other funding entity.

Contractor agrees that payment under this Contract will come only from third-party grant funders. Under no circumstances will the City be required to compensate Contractor.

### **2.3.2 Records**

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

### **2.3.3 Audits**

#### **A. City's Right to Conduct Audits**

The City or Grantor may, in their sole discretion, audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

#### **B. Recovery**

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

- If the audit has revealed overcharges to the Grantor representing 5% or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City or Grantor for the full cost of the audit and of each subsequent audit.
- Failure of Contractor to reimburse the Grantor in accordance with the foregoing is an event of default under this Contract, and Contractor will be liable for all costs of collection, including any court costs and attorneys' fees.

## **2.4 Compliance With All Laws**

### **2.4.1 General**

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

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

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

### **2.4.2 Non-Discrimination**

#### **2.4.2.1 Federal Affirmative Action**

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

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

#### **2.4.2.2 Illinois Human Rights Act**

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

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

#### **2.4.2.3 Chicago Human Rights Ordinance MCC Ch. 2-160**

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

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

#### **2.4.3 Economic Disclosure Statement and Affidavit and Appendix A ("EDS")**

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

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

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

##### **2.4.3.1 Business Relationships With Elected Officials MCC Sect. 2-156-030(b)**

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact, either orally or in

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

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

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

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

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

- No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
- For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.
- One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the CPO under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the CPO to reduce, suspend, or waive the period of ineligibility.

#### **2.4.3.3 Federal Terrorist (No-Business) List**

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

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

#### **2.4.3.4 Inspector General and Legislative Inspector General**

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector



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

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

#### **2.4.3.5 Governmental Ethics Ordinance 2-156**

Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

#### **2.4.4 Restrictions on Business Dealings**

##### **2.4.4.1 Conflicts of Interest**

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

##### **2.4.4.2 Prohibition on Certain Contributions, Mayoral Executive Order 2011-4**

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

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

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

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

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

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

For purposes of this Order:

"City Contractor" means a person who or entity that has submitted a bid for or enters into a Contract with the City.

"Contract" means any agreement with 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.

"Owner" means any person with an ownership or beneficial interest in an entity of more than 7.5%.

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

## **2.4.5 Other City Ordinances and Policies**

### **2.4.5.1 False Statements**

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

### **2.4.5.2 MacBride Principles Ordinance, MCC Sect. 2-92-580**

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

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

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

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

### **2.4.5.3 Shakman Accord**

A. The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

- 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 Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
- C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph(c) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract.

#### **2.4.6 Compliance with Environmental Laws and Related Matters**

##### **2.4.6.1 Definitions**

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

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

**Environmental Claim:** An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental

**Law.** A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

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

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

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

#### **2.4.6.2 Joint Ventures**

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

#### **2.4.6.3 Compliance With Environmental Laws**

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

#### **2.4.6.4 Costs**

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by

the Contractor and not by the City. No provision of this Contract is intended to create or constitute an exception to this provision.

**2.4.6.5 Proof of Noncompliance; Authority; Cure**

- A. Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.
- B. Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.
- C. Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.
- D. The Commissioner shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.
- E. The Commissioner may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Contractor's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's actions or inaction towards preventing future noncompliance.

**2.4.6.6 Copies of Notices and Reports; Related Matters**

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

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

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

**2.4.6.7 Requests for Documents and Information**

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

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

**2.4.6.8 Environmental Claims and Related Matters**

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

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

**2.4.6.9 Preference for Recycled Materials**

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

**2.4.6.10 No Waste Disposal in Public Way MCC 11-4-1600(E)**

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

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

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default

under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the CIO. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

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

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

## **2.5 Events of Default and Termination**

### **2.5.1 Events of Default**

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

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. Contractor's material failure to perform any of its obligations under this Contract including the following:
  1. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
  2. Failure to have and maintain all professional licenses required by law to perform the Services;
  3. Failure to timely perform the Services;
  4. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or inability to perform the Services reasonably satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  5. 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;
  6. Discontinuance of the Services for reasons within Contractor's reasonable control;
  7. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
  8. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and



9. Any change in ownership or control of Contractor without the prior written approval of the Commissioner, which approval the Commissioner will not unreasonably withhold.
10. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.
11. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the Commissioner indicate a willful or reckless disregard for City laws and regulations.
12. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

#### **2.5.2 Cure or Default Notice**

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

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

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

Whether to issue the Contractor a Default Notice is within the sole discretion of the CIO.

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

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

#### **2.5.3 Remedies**

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

- The right to have refunded to Grantor any unearned payments or payments in advance, in accordance with the terms of the grant agreement between the City and Grantor.
- The right to take over and complete the Services, or any part of them, either directly or through others, and Contractor must reasonably cooperate with the City or others who will be completing the Services.
- The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;
- The right to seek specific performance, an injunction or any other appropriate equitable remedy;
- The right of City, or Grantor as a third party beneficiary of the agreement, to seek money damages;
- The right to have withheld all or any part of Contractor's compensation under this Contract;
- The right to deem Contractor non-responsible in future contracts to be awarded by the City.

#### **2.5.4 Non-Exclusivity of Remedies**

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

#### **2.5.5 City Reservation of Rights**

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

#### **2.5.6 Early Termination**

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

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

partial. If Contractor obtained written approval of the City before incurring a non-cancellable cost, that non-cancellable cost incurred prior to termination will be considered a cost incurred prior to the effective date, to the extent that it cannot be mitigated by Contractor.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work or goods satisfactorily provided under this Contract.

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

## **2.6 Department-specific Requirements**

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

### **2.6.1 Department of Aviation Standard Requirements**

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

#### **2.6.1.1 Confidentiality of Airport Security Data**

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

#### **2.6.1.2 Aviation Security**

This Agreement is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules

and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them.

#### **2.6.1.3. General Requirements Regarding Airport Operations**

Where the performance of the Contract may affect airport operation, the Contractor must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation.

#### **2.6.2 Department of Emergency Management and Communications (OEMC) Security Requirements**

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Executive Director, as required. Contractor, Subcontractors, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Executive Director after completion of the Project.

#### **2.6.3 Chicago Police Department Security Requirements**

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

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

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

#### **2.6.4 Department of Water Management ("DOWM") Security Requirements**

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Commissioner, as required. Contractor, Subcontractors, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Commissioner after completion of the Project.

### **3. SPECIAL CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS**

#### **3.1. Providing Services**

The Contractor must not honor any verbal requests for Services or perform or bill for any Services without receipt of a written Purchase Order issued by the Department. Any work performed by the Contractor without a written Purchase Order is done at the Contractor's risk.

#### **3.2. Timeliness of Performance**

Contractor must provide the Services and Deliverables within the term and within the time limits required under this Contract, pursuant to Detailed Specifications or as specified in the applicable Purchase Order. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits may result in economic or other losses to the City. Contractor will be excused from timely performance to the extent that delays by Force Majeure Events would excuse timely performance.

Neither Contractor nor its agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City. In the event of a delay caused by the City, the timeline and schedule for deliverables will be modified.

#### **3.3. Standard of Performance**

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

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

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services does not relieve Contractor of its responsibility for the professional skill and care

and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Contract, at law or in equity.

### **3.4. Deliverables**

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

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

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

### **3.5. Additional Services**

Additional Services means those Services which are within the general scope of Services of this Contract, but beyond the description of services in the Detailed Specifications and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the Department require the approval by the City through a formal amendment pursuant to Section 2.4.9 of the Standard Terms and Conditions before Contractor is obligated to perform those Additional Services and an obligation to pay for those Additional Services is incurred by any entity.

### **3.6. Personnel**

#### **3.6.1. General.**

Contractor must, upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The level of staffing may be revised from time to time by notice in writing from Contractor to the City with a detailed explanation and/or justification only with prior written consent of the Commissioner, which consent the Commissioner will not withhold unreasonably. The City may also from time to time request that the Contractor adjust staffing levels to reflect workload and level of required Services or Additional Services.

#### **3.6.2. Key Personnel.**

In selecting the Contractor for this Contract the City relied on the qualifications and experience of those persons identified by Contractor by name as performing the Services ("Key Personnel"). Contractor must not reassign or replace Key Personnel without the written consent of the CDO, which consent the CDO will not unreasonably withhold. The CDO may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Contract by one or more Key Personnel. Upon that notice Contractor must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the CDO. Contractor's Key Personnel consists of the following individual:

- Robert Goerge, Senior Research Fellow

### **3.7. Ownership of Documents**

Except as otherwise agreed to in advance by the CDO in writing or as stated in Section 3.8 below, all Deliverables, data, findings or information in any form prepared or provided by Contractor or provided by City under this Contract are property of the City, including all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at Contractor's expense. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights which are not owned by Contractor.

### **3.8. Copyright Ownership**

Contractor and the City intend that, to the extent permitted by law, except for the concept paper described in Section 4.1.5., "Expert Panel on the Neighborhood Health Index", the Deliverables to be produced by Contractor at the City's instance under this Contract are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq., and that the City will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement. To the extent that any Deliverable does not qualify as a "work made for hire", Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyright and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Contract and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Provided, however, that all copyrights for the concept paper described in Section 4.1.5., "Expert Panel on the Neighborhood Health Index" will be held

jointly between the City and Contractor. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Contractor. Contractor shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Contractor's direct involvement and consent.

Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that, on the date of delivery, except as expressly stated otherwise in writing to the Commissioner or before that date: (a) Contractor will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Contractor will have the legal rights to fully assign the copyrights, (c) Contractor will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party, (d) Contractor is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables, (e) the Deliverables will be complete, entire and comprehensive within the Standard of Performance section above, and (f) the Deliverables will constitute works of original authorship.

**Patents.** If any invention, improvement, or discovery of the Contractor or its Subcontractors is conceived or first actually reduced to practice during performance of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor must notify the City immediately and provide the City a detailed report regarding such invention, improvement, or discovery. If the City determines that patent protection for such invention, improvement, or discovery should be sought, Contractor agrees to seek patent protection for such invention, improvement, or discovery and to fully cooperate with the City throughout the patent process. The Contractor must transfer to the City, at no cost, the patent in any invention, improvement, or discovery developed under this Contract and any patent rights to which the Contractor purchases ownership with funds provided to it under this Contract.

**Indemnity.** Without limiting any of its other obligations under this Contract and in addition to any other obligations to indemnify under this Contract, Contractor must, upon request by the City, indemnify, save, and hold harmless the City, and their respective officers, agents, and employees acting within the scope of their original duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any Deliverables furnished under the Contract. The Contractor is not required to indemnify the City for any such liability arising out of the wrongful acts of employees or agents of the City or Grantor.



**Limitation of Liability.** Contractor will have no liability to the City for losses arising out of any use by or through the City of Deliverables prepared by Contractor pursuant to this Contract for any project or purpose other than the project or purpose for which they were prepared.

## **4. DETAILED SPECIFICATIONS / SCOPE OF WORK**

### **4.1 Scope of Work**

#### **4.1.1. General**

Contractor will provide professional services to the City to comprehensively map and document all data held by city departments and the sister agencies; create and populate a data platform; and based on suggestions obtained from an Expert Panel to be identified by the City, and design a Neighborhood Health Index.

For the purposes of this Contract, "City Databases" includes databases and data structures belonging to the City and its sister agencies, including the Chicago Public Schools, the Chicago Park District, the Chicago Housing Authority, the Chicago Transit Authority, and the City Colleges of Chicago.

#### **4.1.2. Data Discovery and Documentation**

Contractor will develop and execute a plan, acceptable to the City, to create a dynamic data catalog ("Data Catalog") that will list and reference every field and include the appropriate metadata for all City Databases. The Data Catalog must be an overall schema of City data. Unless otherwise directed in writing by the CDO, the Data Catalog must be substantially complete within eighteen months after the CDO gives Contractor notice to proceed with the work under this Contract. The CDO will identify in writing the specific City departments, sister agencies, or other entities whose databases are to be included in the Data Catalog.

After developing an approved plan to perform this work, Contractor will begin by interviewing subject matter experts and assessing the content and accessibility of data maintained within the related systems.

Unless otherwise indicated by the CDO, at minimum the Data Catalog will include the following:

- Purpose of the data
  - Agency
  - Program
  - Data flow diagrams
- Time and date of creation
- Documentation of data's location
- Standards used
- Fields, data types, indexes and partitions
- Field definitions

The City intends to publish some or all of the Data Catalog publicly, on the Internet or by other means. Contractor must cooperate with the City in that effort.

#### **4.1.3. Data Platform Project**

Contractor will assist the city in designing a data architecture and implement a Data Platform for the City. The first phase of populating the Data Platform will begin 90

days after data discovery work begins on the Data Catalog, unless otherwise directed in writing by the CDO. Target systems for the initial phase include 311 data and financial systems. Contractor will install a beta data architecture on the data platform and begin to populate the framework. The architecture will be specified by the CDO based on the findings from the data discovery phase.

#### **4.1.4. Additional Databases**

Adding additional databases to be included in the Data Catalog and Data Platform is within the scope of services described in these Detailed Specifications. Therefore, contingent on available funding, the CDO may add additional databases at any time and set or adjust delivery schedules accordingly without formally amending this Contract. However, such additions must be in writing.

#### **4.1.5. Expert Panel on the Neighborhood Health Index**

Contractor will plan, organize, and arrange a one-day session with domain experts from both municipal government and academia to be convened concurrently with the data warehousing project, to be hosted by the MacArthur Foundation. This panel of experts will provide guidance to the City for the Neighborhood Health Index and validate its early steps. The Neighborhood Health Index will be a predictive data modeling framework that would combine key indicators to more accurately and effectively apply comprehensive policy solutions across Chicago. Key fields to be represented among the domain experts will include education, public safety, housing, transportation, machine learning, computer science, and public policy. This approach will incorporate knowledge about the most recent academic research on measuring social conditions.

Based on the panel's discussion, the Contractor will compile a list of indicators to design the framework for the Neighborhood Health Index and produce a concept paper that will serve as a guide for the implementation of the Neighborhood Health Index. Notwithstanding the provisions of this contract regarding document ownership and copyright ownership, Contractor and the City explicitly agree that all copyrights in the concept paper will be held jointly. The City intends to distribute and license the concept paper to third parties.

#### **4.1.6. Participation in project governance**

The Contractor must participate in such meetings relating to the project as the City may direct. Governance for this project will include a steering committee and task teams. The first of these will serve a primarily strategic role as a group that seeks to clarify and refine the policy goals of this project as the data discovery phase progresses. Among others specifically identified by the CDO, the CDO, CTO, and Contractor will be part of this committee. The task teams will be primarily involved with the technical aspects of this project and will include project managers from relevant organizations and departments as identified by the CDO, including the City of Chicago's Department of Innovation and Technology.

#### **4.1.7. Timeline for completion of work**

Expected milestone completion dates, unless otherwise indicated by the CDO.

Milestone	Deadline
Create plan with CDO to complete reviews	Quarter 1
Develop and conduct interviews with key staff about databases and data (example use of data, limitations of data collection processes, system design information, etc).	Ongoing
Review relevant systems used by other states	Quarter 1
Build data catalog	Quarter 1
Neighborhood Health Index concept paper draft	Quarter 1
Data architecture first draft	Quarter 2
Neighborhood Health Index Expert Panel	Quarter 2
Neighborhood Health Index concept paper final	Quarter 3
Data architecture Final Draft	Quarter 5
Data catalog completion	Quarter 6

#### 4.1.1. Quarterly Reports

Contractor must provide reports, acceptable to the CDO, on the progress of the project on at least a quarterly basis. Reports will be in such format and will include such supporting documentation as required by the CDO, but at minimum will identify the datasets worked on, the number of hours worked and direct and indirect costs incurred.

#### 4.2. Contract Term

##### 4.2.1. Initial Term

The Initial Term for this Contract will be eighteen months, unless terminated earlier pursuant to the Termination provision, or extended according to the terms of the Term Extension provision.

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

##### 4.2.2. Term Extension

By mutual agreement of the Contractor and the City, the CIO may unilaterally extend the term of the contract beyond the Initial Term for additional terms of no more than eighteen months, subject to acceptable performance by the Contractor and provided that grant funding for all work to be performed during the extension period has been secured. The CIO will execute such extensions in writing.

#### **4.3. Medical and Health Information**

Contractor agrees to abide by and conform its conduct to the Health Insurance Portability and Accountability Act and all other federal and state laws, rules, and regulations relating to the creation, maintenance, and disclosure of private or confidential medical and health information contained in any medium.

## **5. INSURANCE**

Contractor is self-insured and will provide and maintain at Contractor's own expense, during the term of the Agreement and 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 below, insuring operations related to the Agreement.

### **5.1. Insurance to be Provided**

#### **5.1.1. Workers Compensation and Employers Liability**

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

#### **5.1.2. Commercial General Liability (Primary and Umbrella)**

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

#### **5.1.3. Automobile Liability (Primary and Umbrella)**

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

#### **5.1.4. Professional Liability**

When any network/system consultants or electronic data processing (EDP) professionals including but not limited to system programmers, hardware and software designers/consultants or any other consultants perform work or Services in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

#### **5.1.5. Valuable Papers**

When any plans, designs, media, data, records, reports or other documents are produced or used under this Agreement, Valuable Papers Insurance must be

maintained in an amount to insure against any loss whatsoever and must have sufficient limits to pay for the re-creation and reconstruction of such records.

## **5.2. Additional Requirements**

Contractor must furnish the City of Chicago, Department of Innovation & Technology, Daley Center, Floor 27, 50 West Washington Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Contractor must provide for 30 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

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

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

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

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

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

If 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.

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

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

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



**6. CONTRACT SIGNATURE PAGE**  
**CHAPIN HALL CENTER FOR CHILDREN**

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF CHICAGO

\_\_\_\_\_  
Commissioner, Department of Innovation & Technology                      Date

**7. ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

## **8. INSURANCE CERTIFICATES OF COVERAGE**

**EXHIBIT 2**  
**MACARTHUR GRANT AGREEMENT**  
**(see attached)**

**DRAFT  
AGREEMENT**

**THE GRANTEE, FUND RECIPIENT, AND GRANTOR (AS SET FORTH BELOW) HEREBY AGREE AS FOLLOWS:**

DATE: \_\_\_\_\_

GRANT NO.: 11- \_\_\_\_\_ -000-USP

GRANTEE: City of Chicago  
Department of Innovation and Technology  
50 West Washington Street, Room 2700  
Chicago IL 60602  
(the "**City**")

FUND RECIPIENT: Chapin Hall Center for Children  
1313 East 60<sup>th</sup> Street  
Chicago IL 60637  
(the "**Fund Recipient**")

GRANTOR: John D. and Catherine T. MacArthur Foundation  
140 South Dearborn Street, Suite 1200  
Chicago, Illinois 60603-5285  
(the "**Foundation**")

GRANT AMOUNT: U.S. \$300,000

PURPOSE OF GRANT: In support of the City's data-related activities to create an information infrastructure to inform decision-making relating to public resources (the "**Purpose**")

FOR USE OVER THE PERIOD: \_\_\_\_\_, 2012 - \_\_\_\_\_, 2012

EXPECTED PAYMENT SCHEDULE, as may be amended by the Foundation from time to time (the "**Payment Schedule**"):

Initial Installment: U.S. \$100,000 paid in a single lump sum  
Second Installment: U.S. \$100,000, paid in a single lump sum  
Third Installment: U.S. \$100,000, paid in a single lump sum

WRITTEN REPORTS DUE, as may be amended from time to time upon written authorization from the Foundation (the "**Due Dates**"):

\_\_\_\_\_ : Final Report, covering the entire life of the grant

**OTHER TERMS AND CONDITIONS:**

1. CITY CONTRACT: Pursuant to City of Chicago Ordinance, effective \_\_\_\_\_ (the "City Ordinance"), the City and the Fund Recipient have entered into a professional services agreement dated \_\_\_\_\_, 2012 (the "City Contract"). Under this City Contract, the Fund Recipient will serve as the project manager for the first phase of development of the City's data warehouse and will also prepare for and facilitate two meetings of statisticians, computer scientists and programmers to assist the City in testing the feasibility and utility of building a predictive analytics system to support the City's decision-making. The terms of the City Contract also require compensation to Fund Recipient in the amount of \$300,000, to be paid from Foundation grant funds awarded to the City for the purposes of this grant. The City and the Fund Recipient understand that the Foundation's grant is to the City and that, in the event of discontinuation or termination of this grant pursuant to Paragraph 12 herein, the Foundation has no obligation to the City or Fund Recipient to provide funding to either and the City and Fund Recipient shall be responsible for the return of any grant funds not used for the purposes of this grant at the time of such discontinuation or termination.

2. **PAYMENT TERMS:** Payment of the grant funds is expected to be made as indicated in the Payment Schedule above and, at the direction of the City and as authorized under the City Ordinance, shall be made to the Fund Recipient, *provided* the City Contract is in full force and effect and the City and the Fund Recipient are in compliance with all terms and conditions of this agreement at the time of each scheduled payment.

(B) The first installment of grant funds will be made within ninety (90) days after receipt by the Foundation of a fully-executed copy of this agreement and all necessary tax documents.

3. **BANK ACCOUNTS:** Grant funds shall be deposited in an interest-bearing account whenever feasible. Any grant funds, and income earned thereon, not expended or committed for the purposes of the grant, will be returned by the Fund Recipient to the Foundation.

4. **USE OF FUNDS:** (A) Under United States law, Foundation grant funds, and income earned thereon, may be expended only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the Purpose stated above, and it is understood that these grant funds will be used only for such Purpose, substantially in accordance with the proposal submitted by the City on or about << **PROPOSAL DATE** >> (the "Proposal") and the budget attached thereto (the "**approved budget**"), subject to the terms of this agreement. The City agrees to obtain the Foundation's prior approval in writing should there be any material changes or variances to the approved budget, including the timing of expenditures, at any point during the course of this grant.

(B) The City confirms that this project is under its complete control. The City further confirms that it has and will exercise control over the process of selecting any secondary grantee or consultant, that the decision made or that will be made on any such selection is completely independent of the Foundation and, further, that there does not exist an agreement, written or oral, under which the Foundation has caused or may cause the selection of a secondary grantee or consultant.

(C) **RESTRICTIONS ON USE OF FUNDS:** (1) In connection with the activities to be funded under this grant, the City acknowledges that it is responsible for complying with all relevant laws and regulations of the countries in which such activities are conducted.

(2) The City hereby confirms that Foundation grant funds will not be used to carry on propaganda, to lobby or otherwise attempt to influence legislation or to conduct any activities described in Sections 4945(d) and (e) of the United States Internal Revenue Code and the Treasury Regulations thereunder. The City further confirms that the primary purpose of undertaking the work described in the City's proposal is not for use in lobbying. For your information, enclosed is a summary of the types of activities prohibited under Section 4945 of the United States Internal Revenue Code. Further questions regarding impermissible activities should be directed to the City's tax or legal advisor.

(3) The City agrees that Foundation grant funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

5. **WRITTEN REPORTS:** (A) Written reports are to be furnished to the Foundation covering each year in which the City or the Fund Recipient receives or expends any portion of the grant funds until the Foundation's grant funds, and any income earned thereon are expended in full or the grant is otherwise terminated. The written reports for this grant are due no later than the Due Dates specified on Page 1 of this agreement. The written reports may be submitted electronically through the Foundation's secure website. Instructions for the electronic submission will be sent to the City under separate cover. Alternatively, hard paper copies of the written reports, signed by the Fund Recipient and an officer of the City, may be sent to the Foundation to the attention of Steven Casey, Manager, Grants and Budget, US Programs.

(B) Each written report should contain a narrative and financial account of what was accomplished by the expenditure of the grant funds during the period covered by the report. The narrative account should contain a detailed description of what was accomplished by the grant, including a description of the progress made toward achieving the goals of the grant and an assurance that the activities under the grant have been conducted in conformity with the terms of the grant. The financial account should contain a financial statement reporting, in U.S. dollars, all expenditures of the grant funds and any income earned thereon during the period covered by the report.

6. **INTELLECTUAL PROPERTY:** In countersigning this agreement, the City acknowledges that it has read the Foundation's Policy Regarding Intellectual Property Arising Out of the Use of Foundation

Funds (the "Policy"; Attachment II hereto). Except as may otherwise be provided herein, all copyright interests in materials produced as a result of this grant (the "Grant Work Product") shall be owned by the City. Further, the City confirms that it will ensure the broad distribution of those portions of the Grant Work Product which would be subject to disclosure pursuant to the Illinois Freedom of Information Act, at little or no cost through the City's website. Such efforts shall not be unduly delayed and shall occur within a reasonable time of the completion of the Grant Work Product. Based on the foregoing representations made by the City and in the Proposal to provide access to the Grant Work Product at little or no cost, the Foundation confirms that, Attachment II notwithstanding, it does not require a license to the Grant Work Product.

7. **USE OF NAME:** The City acknowledges that the name and mark "John D. and Catherine T. MacArthur Foundation" and all variations thereof and any other names and marks comprising the name or mark "MacArthur" (the "MacArthur Name"), are the sole and exclusive property of the Foundation, that any and all uses of the MacArthur Name by the City shall inure solely to the benefit of the Foundation, and that the City shall not acquire any right, title or interest in any MacArthur Name. All uses of any MacArthur Name by the City in any manner shall be subject to inspection by and approval of the Foundation, which approval may be granted or withheld in the sole and absolute discretion of the Foundation. Upon termination of this agreement, or at the request of the Foundation at any time, the City shall immediately discontinue and forever thereafter desist from any and all use of any MacArthur Name and shall either destroy or deliver to the Foundation, at no charge to the Foundation, stationery, brochures, proposed paid media and other similar materials bearing any MacArthur Name that then are in the possession or control of the City.
8. **PUBLICATIONS:** Two copies of any publications produced or disseminated wholly or in part with these grant funds will be furnished to the Foundation. Unless otherwise notified by the Foundation, such publications should include a simple acknowledgment of the grant support from the Foundation.
9. **UNTIMELY OR UNSATISFACTORY REPORTS:** If satisfactory written reports are not submitted to the Foundation on a timely basis, further payments, if any, to the City under this grant or under any other Foundation grant will be withheld until such time as satisfactory written reports are received.
10. **EVALUATING OPERATIONS:** The Foundation may monitor and conduct an evaluation of operations under this grant, which may include a visit from Foundation personnel to observe the City's program, discuss the program with the City's personnel, and review financial and other records and materials connected with the activities financed by this grant.
11. **FOUNDATION GRANT REPORTS:** The Foundation may include basic information about this grant in its periodic public reports and may also refer to the grant in a press release. If there are special considerations concerning the public announcement of this grant at the City, or if you would like to coordinate a public announcement of the grant with the Foundation's announcement, we encourage you to contact the Foundation's Office of Public Affairs to discuss your concerns.
12. **RIGHT TO DISCONTINUE FUNDING:** The Foundation reserves the right, in its sole discretion, to discontinue or suspend funding if (a) the written reports required herein are not submitted to the Foundation on a timely basis, (b) the reports do not comply with the terms of this agreement or fail to contain adequate information to allow the Foundation to determine the funds have been used for their intended purposes, (c) grant funds have not been used for their intended purposes or have been used inconsistent with the terms of this agreement, (d) the Foundation is not satisfied with the progress of the activities funded by the grant, (e) the purposes for which the grant was made cannot be accomplished, or (f) making any payment might, in the judgment of the Foundation, expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.
13. **U.S. TAX STATUS:** By countersigning this agreement, the Fund Recipient confirms that it has received its Section 501(c)(3) determination from the Internal Revenue Service ("IRS") and it is treated by the IRS as an organization that is not a private foundation as described in Sections 509(a)(1), (2) or (3) of the Internal Revenue Code (the "Code"). If such determination or status under the Code is revoked or modified during the course of this grant, the Fund Recipient hereby agrees to notify the Foundation and, upon request, promptly return any unspent grant funds to the Foundation as of the date of such change.

14. **U.S. TAX STATUS:** By countersigning this agreement, the City confirms that it is a municipal corporation and home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.
15. **MODIFICATION OF TERMS:** The terms of this agreement may be modified only by an agreement signed by an officer of the City, an officer of the Fund Recipient, and a corporate officer of the Foundation. Any modifications made by the City or the Fund Recipient to this printed agreement (whether handwritten or otherwise) will not be considered binding on the Foundation until written confirmation of such modification is obtained from the Foundation.
16. **HEADINGS:** The section headings in this agreement are for convenience only and are not intended, and shall not be construed, to alter, limit or enlarge in any way the scope or meaning of the language contained in this agreement.
17. **ENTIRE AGREEMENT:** This agreement represents the entire agreement by and among the City, the Fund Recipient and the Foundation with respect to the subject matter herein and supersedes any and all prior agreements, understandings, negotiations, representations and discussions with respect thereto.
18. **DUE AUTHORITY:** The persons signing this agreement on behalf of the City and the Fund Recipient represent and warrant to the Foundation that each is an officer of the City and the Fund Recipient, respectively, and each has requisite legal power and authority to execute this agreement on behalf of the City or the Fund Recipient and bind the City and the Fund Recipient to the obligations herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and date first written above.

**JOHN D. AND CATHERINE T.  
MacARTHUR FOUNDATION**

**CITY OF CHICAGO**

By: \_\_\_\_\_  
Joshua J. Mintz  
Its: Vice President and General Counsel

By: \_\_\_\_\_  
*Signature*

Its: \_\_\_\_\_  
*Title*

Acceptance Date: \_\_\_\_\_

**CHAPIN HALL CENTER FOR CHILDREN**

By: \_\_\_\_\_  
*Signature*

Its: \_\_\_\_\_  
*Title*

Acceptance Date: \_\_\_\_\_

To facilitate receipt of the grant funds, complete the following and return the fully-signed agreement to Joshua J. Mintz, Vice President and General Counsel of the MacArthur Foundation, 140 South Dearborn Street, Suite 1200, Chicago, Illinois 60603-5285.

**Payment should be made to CHAPIN HALL CENTER FOR CHILDREN**



**PERSONS AND ORGANIZATIONS LOCATED IN THE UNITED STATES:**

*Please provide mailing instructions for the remittance:*

Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone (optional): \_\_\_\_\_  
E-Mail (optional): \_\_\_\_\_

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**PERSONS AND ORGANIZATIONS NOT LOCATED IN THE UNITED STATES:**

\_\_\_ *Check here and complete if payment should be mailed:*

Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone (optional): \_\_\_\_\_  
E-Mail (optional): \_\_\_\_\_

\_\_\_ *Check here if payment should be wired and attach separate sheet with complete wire instructions  
(used only with non-U.S. accounts)*

**The following field(s) are not supported in GrantSQL, and are missing in this letter. They should be entered directly into this letter:  
proposal date**

## **ATTACHMENT II**

### **POLICY REGARDING INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF FOUNDATION FUNDS**

#### **Introduction**

Foundation grants often result in tangible products, such as reports, papers, research, data sets, books, film or television documentaries, or radio programs ("Grant Work Product"). This Policy addresses the ownership, use, copyright to, and distribution of the Grant Work Product by balancing the interests of the Foundation with the interests of the grantee and other interested parties. The Foundation is cognizant that fast-evolving technological advances are impacting the manner and method by which knowledge in whatever form can be protected and distributed and the Foundation will evaluate this Policy in light of experience.

#### **Policy**

The Foundation's policy is to ensure that the Grant Work Product furthers charitable purposes and benefits the public. To that end, the Foundation seeks prompt and broad dissemination of the Grant Work Product at minimal cost or, when justified, at a reasonable cost.

The Foundation encourages openness in research and freedom of access to underlying data by persons with a serious interest in the research. Grantees are also encouraged to explore opportunities to use existing and emerging internet distribution models and, when appropriate, open access journals, Creative Commons license or similar mechanisms that result in broad access for the interested field and public.

The Foundation recognizes there may be circumstances where limited or delayed dissemination of Grant Work Product or limited access to data may be appropriate to protect legitimate interests of the grantee, other funders, principal investigators or participants in research studies. Such circumstances will be evaluated on a case-by-case basis.

Intellectual property rights (including copyright and patent rights) should not be used to limit or deny access to the Grant Work Product, to result in exclusive use of such Grant Work Product, or to create revenue that is not used for charitable purposes. While copyright to the Grant Work Product will ordinarily remain with the grantee, the Foundation will require that it be granted a no-cost assignable license to use or publish the Grant Work Product. The Foundation will exercise the license only if the grantee does not or cannot provide for broad and prompt dissemination consistent with this Policy. The Foundation may forego a license if the Foundation is reasonably satisfied that other appropriate arrangements will be implemented that will assure prompt public dissemination of the Grant Work Product.

In all instances, the Foundation will agree to suitable terms at the time a grant is made based on the facts to ensure the objectives of the Policy are met while respecting appropriate interests of others.

This Policy is effective September 18, 2008.



CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT  
Related to Contract/Amendment/Solicitation  
EDS # 28378

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting the EDS:

Chapin Hall Center for Children

Enter d/b/a if applicable:

Chapin Hall at the University of Chicago

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

1313 East 60th Street  
Chicago, IL 60637  
United States

C. Telephone:

773-256-5146

Fax:

773-256-5346

Email:

cturner@chapinhall.org

D. Name of contact person:

Ms. Camille Y Turner

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:

Citywide Data Mapping Project

Which City agency or department is requesting this EDS?

DEPT OF INNOVATION AND TECHNOLOGY

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

## **SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

### **A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

Yes

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

### **B. DISCLOSING PARTY IS A LEGAL ENTITY:**

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director: Norman Bradburn

Title: Board Chair

Role: Officer

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Officer/Director: Beverly Fleming

Title: Board Vice-Chair

Role: Officer

---

Officer/Director: Anne Cohn Donnelly

Title: Board Secretary

Role: Officer

---

Officer/Director: Philip Halpern

Title: Board Treasurer

Role: Officer

---

Officer/Director: Matthew Stagner

Title: Executive Director

Role: Director

---

Officer/Director: Adrienne Bailey

Title: Board Member

Role: Officer

---

Officer/Director: Francis Beidler III

Title: Board Member

Role: Officer

---

Officer/Director: Michael Bennett

Title: Board Member

Role: Officer

---

Officer/Director: John Borland

Title: Board Member

Role: Officer

---

Officer/Director: Jim Croft

Title: Board Member

Role: Officer

---

Officer/Director: Susan Dreyfus

Title: Board Member

Role: Officer

---

Officer/Director: Jerry Friedman

Title: Board Member

Role: Officer

---

Officer/Director: Sunil Garg

Title: Board Member

Role: Officer

---

Officer/Director: Cornelia Grumman

Title: Board Member

Role: Officer

---

Officer/Director: Neil B Guterman

Title: Board Member

Role: Officer

---

Officer/Director: Susan Levine

Title: Board Member

Role: Officer

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Officer/Director: Michael Levitan

Title: Board Member

Role: Officer

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Officer/Director: Robert Lifton

Title: Board Member

Role: Officer

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Officer/Director: Colm O'Muircheartaigh

Title: Board Member

Role: Officer

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Officer/Director: Camille Odeh

Title: Board Member

Role: Officer

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Officer/Director: Robert Planansky

Title: Board Member

Role: Officer

---

Officer/Director: Diane Rauner

Title: Board Member

Role: Officer

---

Officer/Director: Elizabeth Dunlop Richter

Title: Board Member

Role: Officer

---

Officer/Director: Robin Steans

Title: Board Member

Role: Officer

---

Officer/Director: Arthur Sussman

Title: Board Member

Role: Officer

---

Officer/Director: Linda Xochitl Tortolero

Title: Board Member

Role: Officer

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Officer/Director: Michael Wald

Title: Board Member

Role: Officer

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Officer/Director: Marjorie C. Benton

Title: Board Member

Role: Officer

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Officer/Director: Barbara Blum

Title: Board Member

Role: Officer

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Officer/Director: George T. Bogert

Title: Board Member

Role: Officer

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Officer/Director: John Colman

Title: Board Member

Role: Officer

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Officer/Director: Peter Edelman

Title: Board Member

Role: Officer

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Officer/Director: Marguerite Hark

Title: Board Member

Role: Officer

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Officer/Director: Handy Lindsey

Title: Board Member

Role: Officer

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Officer/Director: Robert Michael

Title: Board Member

Role: Officer

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Officer/Director: Nancy Naeve

Title: Board Member

Role: Officer

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1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

No

### **SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

### **SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the



fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees 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 City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

<b>Name:</b>	Computation Institute
<b>Anticipated/ Retained:</b>	
<b>Business Address:</b>	Searle Chemistry Laboratory 5735 South Ellis Avenue Chicago, IL 60637 United States
<b>Relationship:</b>	Subcontractor - non MWDBE
<b>Fees (\$\$ or %):</b>	16%
<b>Estimated/Paid:</b>	Estimated

.....

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

## **SECTION V -- CERTIFICATIONS**

### **A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

## B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. 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 criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.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 City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor'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 City, 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; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, 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

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- 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.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity 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.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient.

None

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

#### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

#### **SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

#### **SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's 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.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at

[www.cityofchicago.org/city/en/depts/ethics.html](http://www.cityofchicago.org/city/en/depts/ethics.html), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), 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 the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to 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 the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. 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 City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above

The Disclosing Party represents and warrants that:

F.1. 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 Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 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 in F.1. and F.2. above and will not, without the prior written consent of the City, 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.

I certify the above to be true

## **FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any

person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

## **ADDITIONAL INFO**

Please add any additional explanatory information here. If needed you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff

None .

List of attachments uploaded by vendor

None .

This is a printed copy of an unsigned draft Economic Disclosure Statement which has not yet been submitted to the City of Chicago. This is provided for information only and is not valid for any transaction with the City of Chicago.





CERTIFICATE OF FILING FOR  
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 28378

Date of This Filing: 01/13/2012 04:21 PM

Certificate Printed on: 01/13/2012

Original Filing Date: 01/13/2012 04:21 PM

Disclosing Party: Chapin Hall Center for  
Children

Title: Grants and Contracts Manager

Filed by: Ms. Camille Y Turner

Matter: Citywide Data Mapping Project

Applicant: Chapin Hall Center for Children

Specification #:

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

APPROVED  
*Stephen R. Feltner*  
CORPORATION COUNSEL

APPROVED  
*Richard E. Emanuel*  
3/16/12  
Mayor