



Office of the City Clerk

City Hall
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Chicago, IL 60602
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Legislation Details (With Text)

File #: O2016-1725
Type: Ordinance **Status:** Passed
File created: 3/16/2016 **In control:** City Council
Final action: 4/13/2016

Title: Agreement with Chicago Public Library, Museum of Science and Industry and American Library Association for publication of resource book titled "Steam-Based Summer Learning Programs"

Sponsors: Emanuel, Rahm

Indexes: Miscellaneous

Attachments: 1. O2016-1725.pdf

Date	Ver.	Action By	Action	Result
4/13/2016	1	City Council	Passed	Pass
4/12/2016	1	Committee on Budget and Government Operations	Recommended to Pass	Pass
3/16/2016	1	City Council	Referred	

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 16,2016

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

Ladies and Gentlemen:

At the request of the Library Commissioner, I transmit herewith an ordinance authorizing execution of an agreement with the American Library Association.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor
ORDINANCE

WHEREAS, The City of Chicago (the "City") is a home rule unit of government as defined in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Chicago Public Library has historically provided summer reading programs for children in efforts to alleviate summer learning loss; and

WHEREAS, The Chicago Public Library and the Museum of Science and Industry have collaborated to develop a summer learning program with emphasis on incorporation of STEM skills (the "Summer Program"); and

WHEREAS, The American Library Association publishing division requested that the Chicago Public Library and Museum of Science and Industry write a book, as a resource for other public libraries and educators, that details the scope, research in support of and the methodology by which other public libraries might implement the Summer Program; and

WHEREAS, The American Library Association has agreed to publish this work and requires the Chicago Public Library and the Museum of Science and Industry to enter into an agreement with the American Library Association pursuant to the terms set forth in the agreement attached as Exhibit A, which describes the respective rights and obligations of the parties regarding the publication of the work (the "Agreement"); and

WHEREAS, the Commissioner of the Chicago Public Library wishes to execute such Agreement, now, therefore;

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are made a part of this ordinance as though fully set forth here.

SECTION 2. The Commissioner of the Chicago Public Library is authorized to execute the Agreement with American Library Association substantially in the form attached hereto as Exhibit A, and with such changes therein as shall be approved by the Commissioner of the Chicago Public Library, his execution thereof to constitute conclusive evidence of approval of any and all changes or revisions therein from the Agreement attached hereto.

SECTION 3. The City Council agrees to make such appropriations as are necessary to comply with the obligations of the City as set forth in the Agreement, including indemnification obligations therein.

SECTION 4. This ordinance takes effect immediately upon its passage and approval as provided by law.

Exhibit "A" referred to in this ordinance reads as follows:

50 East Huron Street
Chicago, Illinois 60611 -2795
USA

Phone 312 944 6780
Fax 312 440 9374
Toll Free 800 545 2433
TDD 312 944 7298 Toll Free TDD 888 814 7692 Email:
ala@ala.org <mailto:ala@ala.org><http://www.ala.org>

ALA American Library Association

Memorandum of Agreement

Made this 15th day of March 2016 between the American Library Association, of Chicago, Illinois, hereinafter called the Publisher, and

City of Chicago ("City") and Museum of Science and Industry ("MSI")

Hereinafter called the Author, being the author(s) and/or proprietor(s) of a work at present entitled

STEAM-Based Summer Learning Programs

hereinafter called the Work.

Rights Granted

1. The Author grants and assigns to the Publisher the exclusive right throughout the world to print, publish, reproduce, or distribute the Work by any means, including those specified below in Paragraph 14, and to vend the Work and the other rights hereinafter referred to on the terms set forth.

Warranties and Permissions

2. The Author warrants to the Publisher that the Work is original with the Author and that the Author is the sole proprietor of the Work and of the copyright therein and has full power to enter into this agreement. The Author warrants to the Publisher that if published, the Work will not infringe upon any copyright, any proprietary right at common law, or any other right whatsoever.

If any part of the Work is not original or if the Author has entered into or becomes subject to any contract, agreement, or understanding with respect to the Work or any parts of it, the Author shall present to the Publisher documents transferring to the Author or Publisher the right to reproduce the Work or parts of it. The Author shall clearly indicate the conditions of the other proprietor's permission, including language, territory, whether the rights transferred are exclusive or nonexclusive, and any payment, whether in money or in kind, that the other proprietor demands in return for such transfer of rights.

The Author warrants to the Publisher that the Work is innocent, and contains no matter whatsoever that is obscene, libelous, in violation of any right of privacy, or otherwise in contravention of law.

Indemnities

3. The Author shall indemnify and hold the Publisher harmless from any claim, demand, suit, action, proceeding, or prosecution (and any liability, loss, expense, or

Feb 07

damage in consequence thereof) asserted or instituted by reason of the publication or sale of the Work or the Publisher's exercise or enjoyment of any of its rights under this agreement, or by or by reason of any warranty or indemnity made, assumed or incurred by the Publisher in connection with the exercise of any of its rights under -this agreement -

Breach of Warranties or default Indemnities

4. In the event of a breach of any of the Author's foregoing warranties or any by the Author in the performance of his or her aforesaid indemnities, the Publisher may at its election and without prejudice to any other right or remedy against the Author terminate this agreement, and in such event the Author shall forthwith repay to the Publisher any advance against earnings or other sums theretofore paid to the Author by the Publisher.

5. The Publisher is hereby expressly authorized and agrees to copyright the Work in the name of the Author and to take all steps required to secure said copyright in the United States and in its discretion, in such other countries as may be covered by this agreement.

The Author hereby authorizes the Publisher to make the Author a co-plaintiff with the Publisher in any litigation against a third party for infringement of the copyright in the Work, but without cost to the Author. Any recovery from such litigation shall first be applied to reimburse the Publisher for its expenses in connection therewith, and the balance shall be divided equally between the Author and the Publisher.

Due Date and Character of the Work

6.a. The Author shall deliver to the Publisher final materials constituting the whole of the Work not later than

March 15,2017

These materials shall be satisfactory to the Publisher in content and form, and shall meet the specifications below and in any riders, addenda, exhibits, or any other attachments to this agreement, any and all of which shall be considered part of this agreement.

No. of words: 35,000 (min) to 45,000 (max)

Index

6.b. The Publisher shall prepare an index, if required, promptly after proof is available for making the index.

Accompanying Materials

6.c. If the Author fails to supply all illustrations and other graphic material in a form ready for reproduction and satisfactory to the Publisher, the Publisher may obtain the materials needed-It is understood that such material is considered a part of the Work and that all rights granted to the Publisher hereunder apply also to the use of such material.

Termination Based on Default

6.d. The provisions of this clause as to the character, condition, and time of receipt of such copy are of the essence of the agreement, and in the event of the Author's default hereunder the Publisher may, at its option, terminate this agreement at any time prior to actual publication of the Work, without prejudice to any other

remedy.

Author's
Alterations

6.e. The Author agrees, to such extent as may be required by Publisher, to read, revise, correct, and return promptly all proofs of the Work.

Publication,
Title, and
Pricing

7. The Publisher shall publish the Work at its own expense, in such style or styles and under any such original imprint or title as the Publisher deems advisable, and shall set the price and discounts, if any.

Royalties in the
USA

8.a. The Publisher shall pay to the Author the following royalties for the regular edition sold by the Publisher in the United States. For the purpose of this paragraph, "net receipts" is defined as revenue from sales of copies after discounts and less

returns.

Ten percent (10%) of net receipts. 8.b. Payments to parties comprising the "Author" shall be divided as follows: Fifty percent (50%) to City of Chicago Fifty percent (50%) to Museum of Science and Industry

Publishing Rights outside USA and Translations

9. The Author hereby grants and assigns to the Publisher the sole and exclusive right to sell English language and translation rights in and to the Work in book or serial form (in full-length, condensed, or abridged versions) for publication in countries other than the United States. The Publisher shall pay the Author fifty percent (50%) of the proceeds of such sales.

Stock Sold at or below Cost

10.a. If the Publisher has a stock on hand which, in its judgment, could not be sold on usual terms in a reasonable time, it may sell such copies to any purchaser or purchasers, at the best price it can secure. If such stock is sold at or below the Publisher's cost, no royalty shall be paid to the Author on such sales.

Royalty Exclusions

10.b. No royalty shall be paid on copies destroyed or on copies given away to promote the sales of the Work, whether to regular promotional channels or to bookstores.

11 .a. The Author hereby grants and assigns to the Publisher the sole and exclusive right to sell to other publishers the right to publish a reprint edition of the Work (i.e., a lower-priced paperback edition in full-length, condensed, or abridged versions), which sale shall provide that such reprint shall not appear on the market within one year after the date of publication except by written agreement between Publisher and Author. The Publisher shall pay the Author fifty percent (50%) of the proceeds of such sales.

Publisher's Reprint

11.b. The author also grants to the Publisher the right to publish a reprint edition of the Work (in full-length, condensed, or abridged versions), and in the event a reprint edition is thus published, the Publisher shall pay to the Author the following

royalties:

Six percent (6%) of net receipts. -

12. The Author hereby grants and assigns to the Publisher the sole and exclusive right to permit publication of the Work throughout the world in newspapers or periodicals in full-length, condensed, or abridged versions, print or electronic, before book publication. The Publisher shall pay to the Author fifty percent (50%) of the proceeds of such publication.

13.a. The Author hereby grants and assigns to the Publisher the right to sell or to publish extracts from the Work after publication of the Work in book form. The Author also grants to the Publisher the right to sell condensed or abridged versions for use in periodicals. The Publisher shall pay to the Author fifty percent (50%) of the proceeds of such publication except in the case of anthologies or collective works published in any form by the American Library Association, for which Publisher shall pay to the Author a portion of five percent (5%) royalty on net proceeds of the anthology or collective work, such portion to be pro-rated according to the length of the extract relative to the anthology or collective work.

13.b. No payment shall be made by the Publisher to the Author for extracts of one percent (1%) or less of the Author's total Work when extracts are published in American Library Association Anthologies or collective works.

13.c. No payment shall be made to the Author by the Publisher for permission gratuitously given by the Publisher in its sole discretion before or after publication of the Work in book form, to publish in print or electronic form extracts from the Work to benefit the sale thereof.

14. The Author hereby grants and assigns to the Publisher the sole and exclusive right to publish the Work or parts of it in a non-print version or to sell the Work or parts of it for use in media other than print, including but not limited to the following: (a) sound recording, including phonographic, wire, and tape recording, or any other method now or hereafter known or devised; (b) microforms; (c) transparencies, slides, or filmstrips; (d) films, videotapes, or videodisks; and (e) computerized text and databases in encapsulated or on-line formats. Should the Publisher sell any such rights to the content of the Work or publish a non-print version of the Work, the royalty shall be at the rate stated in paragraph 8.

15. a. Statements of sales shall be made up by the Publisher semi-annually as of August 31 and February 28 or 29, and delivered and settled within two months thereafter. Where any such statement or any other record of account between the Author and the Publisher indicates that the Work has not earned the amount of royalties advanced, or that the Author has received an overpayment of royalties or is otherwise indebted to the Publisher, the Publisher may deduct the amount of such unearned royalties, overpayment, or other indebtedness from any sums then or thereafter due the Author from the Publisher under this agreement. The Publisher shall, on the written request of the Author, cause the public accountants regularly

employed by the Publisher to furnish to the Author a copy of his or her latest semi-annual royalty statement which will bear the stamp of the firm of accountants.

Refunds to Publisher ~~15.b. Any sums paid to the Author shall be returned to the Publisher on demand if said manuscript is not delivered as specified in Paragraph 6 hereof.~~

Author's Copies 16. The Publisher shall furnish to the Author, free of charge, ten (10) copies of the Work as published. If the Author wishes to purchase copies for personal use, or if the Author wishes to purchase copies for personal resale, copies shall be supplied at a discount of thirty percent (30%) of the list price. Such orders must be handled through the Publisher's Marketing department.

Discontinuance of Publication 17. The Publisher in its sole discretion may at any time determine to discontinue the publication of the Work without prejudice to its rights hereunder.

Headings not Part of Agreement

18. Paragraph headings are given at left solely as index guides and are not a part of this agreement, either by word, implication, or in any other manner.

Conditions Beyond Publishers Control

19. The performance of the Publisher pursuant to this agreement is subject to governmental restrictions on essential materials and supplies, acts of war, strikes, or other conditions beyond the control of the Publisher.

Place of Execution

20. Regardless of the place of its actual execution and delivery, this agreement shall be treated as though executed within the State of Illinois and shall be governed by the laws and statutes thereof.

Heirs and Assigns 21. This agreement shall be binding upon and shall inure to the benefit of the heirs, executors, or administrators of the Author and to any successor in business or assignee of the Publisher, but Author shall not otherwise sell or assign his or her interests in this agreement without the written consent of the Publisher. In the event Publisher assigns this agreement, the Author shall nevertheless remain liable to the Publisher (as well as to the assignee) on each of his or her obligations and warranties under Paragraphs 2-4 of this agreement.

Limitations 22. This agreement shall not be binding upon either the Publisher or the Author unless it is signed by both parties and delivered to the Publisher within a period of two months from the date of the agreement.

Whole Agreement 23. This agreement, with its attachments, if any, contains the whole understanding of the parties, supersedes all previous oral or written representations or agreements, and may not be changed, modified, or discharged orally. Any modification, change, or discharge of this agreement must be in writing and signed by the Publisher and the Author.

24. The Publisher agrees that every publication of the Work will specify that it was written by:

Elizabeth McChesney and the Chicago Public Library

Bryan Wunar and the Museum of Science and Industry

-- With illustrations by Steve Musgrave --

Revised or New Editions

25. The Author agrees to revise the Work if requested in writing by the Publisher. All provisions of this Agreement, including full royalty payments to the Author, shall apply to each revision of the Work. If the Author is unwilling or unable to prepare and deliver a revision satisfactory to the Publisher by an agreed upon date, the Publisher may select another author to prepare that and any future revisions. In such event, accruals to the author pursuant to Clause 8 shall be reduced by one-half on the first such revision and shall be eliminated on any subsequent revisions. If there are multiple authors for the Work, the selection of a new author and the reduction of accruals shall apply only to the author(s) who do not prepare and deliver a revision, and the participation and accruals of any remaining author(s) with respect to the Work shall not be affected. The Publisher in all events shall have the right in its sole judgment to use the name of the Author and/or Reviser or Revisers on any revisions of the Work.

AMERICAN LIBRARY ASSOCIATION

Brian Bannon Commissioner, Chicago Public Library
Donald E. Chatham Associate Executive Director Publishing Services Department

Date

Representative Museum of Science and Industry

Date

Date

Acquisitions Editor: Jamie Santoro Acknowledged by:

Elizabeth McChesney_

Bryan Wunar

Addendum

to the Memorandum of Agreement dated February 8, 2016 between the American Library Association (Publisher) and City of Chicago and Museum of Science and Industry for a Work tentatively titled STEAM-Based Summer Learning Programs

Use of Author's material by the Author

26. See Paragraph 1. The Author may use portions of the material from the Work for training, professional development, funder relationship cultivation, and educational presentations, provided that these occasions do not in any way represent a sales opportunity for the Work or otherwise compete, or interfere with, or injure the sale of said Work. In any such use, the Work and Publisher must be cited.

Termination based on default <

27. See Paragraph 6.d. If the Publisher fails to publish the Work within twenty-four (24) months of the date of submission of the manuscript to the Publisher, the Agreement shall automatically terminate, and the Publisher's rights granted under this Agreement shall terminate.

Rights revert to Author

28. See paragraph 17. If the Publisher elects to discontinue publication of the Work, the Author may request in writing that the Publisher keep the Work in print. Publisher will have six (6) months to comply. If the Publisher declines or neglects to keep the Work in Print by the end of that period, then all print rights shall revert to the Author, subject to licenses previously granted, and upon and subject to payment by the Author to the Publisher of any outstanding indebtedness. The Publisher shall retain nonexclusive rights to non-print publication per Paragraph 14. Discontinued publication for the purpose of this paragraph shall mean that the Work has been declared out-of-print by the Publisher and is not available for purchase from the Publisher or its distributors.

City Standard Terms and Conditions

The Publisher agrees to comply with the Standard Terms and Conditions set forth in Exhibit 1 and as incorporated herein. Further, the Publisher must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit 2 and as incorporated herein. The publisher must update its EDS(s) with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate. The Publisher agrees that its failure to maintain current throughout the term the disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, shall constitute grounds for terminating this Agreement.

Publisher Date

EXHIBIT 1

CITY STANDARD TERMS AND CONDITIONS

Within this Exhibit I, references to "Contractor" shall mean "Publisher."

Nondiscrimination

a) Contractor

Contractor must comply with applicable federal, state, and local laws and related regulations prohibiting Discrimination against individuals and groups.

i) Federal Requirements

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

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 1 1375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §621-34; Rehabilitation Act of 1973, 29 U.S.C. §793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 111. Admin. Code §750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

iii) City of Chicago ("City") Requirements

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

b) Subcontractors

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

Inspector General

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

Business Relationships with Elected Officials

Pursuant to MCC Sec. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in-the following twelve months. In addition, no

elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

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

Environmental Warranties and Representations

In accordance with Section 1 1-4-1600(e) of the Municipal Code of Chicago, Contractor's violation of any of the following sections of the Code (collectively, the Waste Sections) whether or not in the performance of the Agreement, shall constitute a breach of the Agreement:

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

Prohibition on Certain Contributions

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

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

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

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

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

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

For purposes of this provision:

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

supplies, equipment or services which are approved and/or authorized by the City Council.

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

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

Firms Owned or Operated by Individuals with Disabilities

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

Ineligibility to do Business with City

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

Duty to Report Corrupt or Unlawful Activity

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

Ethics

(a) Contractor warrants:

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

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

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

Independent Contractor

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

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

iii) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any

personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

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

(b) The parties agree that this agreement 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.

**CITY OF CHICAGO ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT**

SECTION I - GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. M[^]thei[^]pjiUc'arht

OR

2. a legal entity holding a direct or indirect interest in the Applicant. State-thft ii;airn'e^:Q'f the

2. Applicant in which the Disclosing Party holds an interest:

OR

3. a legal entity with a right of control (see Section H.B.1.) State tn[^]i[^]hame jpf the entity in- which the Disclosing; Party holds a right of control:

B. Business address of the Disclosing Party: 9mT (rltLAOtI Axff&i.'f

C. Telerjhbhei Ul-2fli)-M&H Y^MlrMOr^MO^ ErngiJ; JmOfi^3alcL.€if^

D. Name of contact person: jifijtffc frfp/lirz- a/> ^A^lt SflfffitA

E. Federal Employer It^iB94@^^\$t4"^^t-(if<^y>Hd^ qhe): \ >

F. Brief description of cari'tra'&t,^transaction or other undertaking<i(referred to toeTow;'as/th;e ■'Mattef 'i)ftp; which this EDS pertains- (Include project number and location of property, if applicable):

VubUs/un^ 0^ hooK- UM-hk ^:C/uLSnSg

G. Which City agency or department is requesting this EDS? (LkiCaaO Public. j£ibf\OA. tj

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification^

Page 1 of 13

DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

- Person
- Publicly registered business corporation
- Privately held; business corporation
- Sole proprietorship
- General partnership
- Limited; partnership
- Trust
- Limited liability partnership [3 Xdint-vehfyqr fc] Notfor-profit corporation (Is the npt^fOrrprofitcofp.brattw 50V(c K]Ycs r[]No [] Other (please specify))

2. For legal entities* the state(or foreign country) of incprpdijatiM pfgarjizatipn;^applicaBle:

i1\qp*qMU5,t-rrs

3.. For legal entities not organized in the State of Illinois:: Has the organization registered to, do business: in tifo

JjflYcs []No f] N/A

B. IF THE DTS'CLOSmG; PARTY ISA LEGAL ENTJTJY:

L List belpAV the fell names iand titles of all executive officers sand all directors of the entity.

NOljpe^&o^ ;also %^qtow#tm.c'mbeFsV if any , wnrc;iaredcj*al entities! Tf there are- no such members, write "no members." For trusts, estates or oQicr similar entities, list below Uielegal titlehp]dcr(s5.

If the entity is a general partnership, limited pffttexsJiipV limited liability company-, limited liability p.ar .tnbrs.hip or,joint venture, list^elb.w therfiamfc: aiiid' tfaf&.0^\$% ligffer^ manager or any other person or entity that controls the day-to-day mTanagement of the Disclosing Party. N©lft : ES^ ^g^ etitity^iisied below mustfsubmifcan EES' 6.1i5M6^ii behalf.

Name Title

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture.

Page 2 of 13

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trusty estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from arty applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
------	------------------	---

SECTION III - BUSINESS RELATIONSHIPS WITH CITY

Has the Disclosing Party had a "business relationship" as defined¹ in the Municipal Code, with any City-elected official in the 12 months before the date this EDS is signed?

Yes No

If relationship(s): yes no

Ma .

SECTION XV - 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-^p^:Kqui^e;d;tgvd.|\$ctQ;s'e-employee'es who are paid solely through the Disclosing- Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to in.flu.enc.e.a.ny le£|siii.Uve^Or'Adminisj'ra.tivc. action on behalf^f any person ior enUjy other himself; "Lobbyist" .also; means/any person or entity any part .of whose duties as-an employee of another includes undertaking 10' influence any legislative or administrative action.

If the Disclosing Party i& uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosyre.

Page 3 of 13

Name (indicate whether retained .or anticipated to bcxetained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or est imated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
-	-	-	-

(Add sheets if necessary)

PQ .Gfreckhere if ittie Disclosing Earty,has not retained,

SEjGTION Y^ <^ffiaSA^I@NS

A, miaM-QRTJtE.RfD CKILD SUPPORT O^OJ^PLIAN^JE

Under. Municipal Code Section 2-92-415, substantial owners of business entities that contract with thcCity must remain in compliance with their'child .supppn.pbl?g;atipns;tteggghput'the contractus term.

Has any person.w&p dircetly;pr andire.c.fly^pwns; lifi^prOT^ P^i^bMXy.A^&^ in .aTtearage on any child support obligations by any Illinois court Pf ppmptet^

[] Y^es [] No K No person directly or indirectly ownis lib% orVmore of the Disclosing^

ff^cs^Ms ihe^

is the person in compliance with that agreement?

Yes [F*o

1. Pursuant to Municipal Code Chapter 1 -23, Article I ("Article P")(which the Applicant should consult^forsdcfinedi terms"dping busii^ss^ iaTn^ suhm5fting;fhteEES>ls'thc^^^ certifies as: follows::(i)¹ neither the Applicant hbf a'fiy^c'6*ft!P)IH«p^'fer\$pf is currently^indicted oncharged with, or has admitted •guiltof; or has/ever been xohvictc&tff,-^ sup;e*rvisi6"h to% any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against-an officer or employee?of Jfhe.;Ciry' or-ahy sister agency ■ and' (ii) the Applicant ulvderstahdsiffd acknowledges that complia:hc'e"-witRWticle:I is a'cohTinung' rc'quifcme'nt for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article 1 supersedes some five-year compliance timeframes in certifications 2 and 3 below.

Page 4 of 13

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 ci villy 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 Gity or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 arid 5 concern:

- *the Disclosing Party;* ,
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection.with the

Matter, including but not limited to all persons or legal entities disclosed Under Section IV, "Disclosure of Subcontractors and Other Retained Parties"),

- any "Affiliated Entity" (meaning a person or entity that, directly or "indirectly: control the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or Ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following' the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors-, the term Affiliated Entity means a person Or entity that ■ directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
■ any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Page 5 of 13

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 Go the Matter:

- av bribed or .attempted--to bribe,.or been conv-ictedi or- adjudged?^ to bribe, a public officer■■or employee of the City* the State;of Illinois, or any agency.of the federal go.Y,.efnmentpr'p^ any state or, local ^government in the:Uni.tedv:S.tates o,f,Americav ih ..that officer's or employee's pfficial capacity;
- b. agreed, or colluded with other bidders, of prospective.bidd.crs <http://prospective.bidd.crs>,■ pi? b,ee:n :a-party. Jp:>anyi such agreement, or been convicted or adjudged guilty of racketeering or RICO among bidders or prospective bidders* in>-restraint"0.f7&e.edom of ;c:pmp&ti.t^ or otherwise; .or
- C. made>.ap.: admission.of such have nptbeen pros,ep.ut.ed fpr^s,uch conduct; or
- d. violated the pfpYis.iph. pf M Wage Ordinance).

4. Neither the Disclosing^ agents or partners, is barred from contracting with any,unit ^fst3(^ engaging in or being convicted of (1) bid-rigging in violation of 72Q ILCS §/3:3E-3; (2) bid-rigging in violation of 720 ILCS S/33Ev4; or (3) any similar offense of racketeering or RICO elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing^ agents or partners, is barred from contracting with any,unit ^fst3(^ Assets Control, Planning and Administration (the Assets Control, Planning and Administration Bureau of Industry and

Designated Nationals List, the Denied Persons List, the Unveijified M&st, thcEntity Listand the Debarred List.

6. Tih^DiselpsingParty understands and sh 2-\$5 (LegtsiatiY*; Insp:ectpr;G:ener.al); 2.-56 nrisp.pctor^enerai)-and 2r]5f6(G^^^ Municipal: Codp.

7. If the Disclosing Party is unable to certify tp.<a.ny p.f the; ahoye Statements.in this Part B (Further Certifications), fhe'Disclosing Party must explain below:

JJ1 : :

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. 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 (if none,,indicate with "N/A" or "none")..

9. 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-morith 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" djpe\$. \$Qt'include; ,(i). anything made generally available to City employees or to the general public, ox (iij fdPd:Pl,drin^kprOYi.ded in the course of official City business and having a retail value of less than \$20 per recipient (if noiiie, indicate with "N/A" or "none"). As to any gift listed, below, please also list the name of the.City recipient.
//tf^fc - ■ - ■ ■ . , ■ ■ ■ ■' ■ ■ ■ - - - - :

C, CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (c^eClj jojie.)

1. [] is M is not

a "financiaj. ihSUMtipri" as. defined in Section 2-32-453 (b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code; We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

a/A ' ,

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION 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 2-156-11.0 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?

[] Yes [] No

NOTE: If you checked "Yes" to Item D. 1., proceed to Items D. 2. and D.3. If you checked "No" to Item D. 1., proceed to Part E.

2 Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own, or the name of any other person or entity in the-

purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessment or (iii) is sold by virtue of a "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest with

Does the Matter involve a City Property Sale? Yes No

3 If you checked "Yes" to Item D.1., provide the names of officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
------	------------------	--------------------

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

> Page 8 of 13

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1 • 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 to slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in the records:

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits, and proceeds of debt obligations of the City are not federal funding.

A, CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the word "None" appears, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.I. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee, of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

Page 9 of 13

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1 and A.2, above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Applicant is the Disclosing Party, the Applicant must obtain certifications equal in

form and substance to paragraph A.1 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.2 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.3 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.4 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.5 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.6 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.7 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.8 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.9 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.10 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.11 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.12 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.13 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.14 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.15 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.16 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.17 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.18 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.19 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.20 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.21 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.22 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.23 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.24 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.25 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.26 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.27 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.28 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.29 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.30 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.31 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.32 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.33 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.34 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.35 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.36 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.37 of the form. 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The Applicant must also obtain certifications equal in form and substance to paragraph A.74 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.75 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.76 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.77 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.78 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.79 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.80 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.81 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.82 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.83 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.84 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.85 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.86 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.87 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.88 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.89 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.90 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.91 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.92 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.93 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.94 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.95 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.96 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.97 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.98 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.99 of the form. The Applicant must also obtain certifications equal in form and substance to paragraph A.100 of the form.

5. subcontract and the duration of the Matter and must make such certifications promptly available; to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed, subcontractors to submit the following or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions, below:

1. Have you developed a plan to file affirmative action pursuant to applicable

1. federal regulations? (See 41 CFR Part 60-2.)
 Yes No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Management, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
 Yes No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
 Yes No

If you checked "No" to question 1. or 2. above, please provide an explanation:

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, of transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics <<http://www.cityofchicago.org/Ethics>>, 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.

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, of 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 2-154-020 of the Municipal Code.

The Disclosing Party's affidavit 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.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its-Affiliated Entities will not use*-ripr permit their subcontractors-to usc,,any facility listed'by^th ;e"-UvS..E: 'P'i'iA-. ori the federal Excluded Parties; List-System ("EPLS")maintained by thc.U. S ; General Services Administration.

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 Mattercertifications equal in formfand substance to :th.oseii'ri E.l...and'F.2..abo.v,c and will not, wkhou.flb;e:prior"Written consent .of the Gityi-use any such-contractor/subconfactor that.-doc the: DfeelpsingParty^

NOTE: Ifthe Disclosing Party cannot certify as to any of the items in F.L, F.2. or F.3. above, an Cxp^natq^

CERTIFICATION

Uodcr-.penalty of perjury* iherperson signing b;clpw: (.1), warrants, thatJieysheds wUiprize'dVtov execute this EB&and Appcndix.A. ^

cet^fjeatip thi^E©S ^ahd A^eitf^ true* accurate and cp;r#pl.^

(Print of type name of Disclosing Party)

By: A.,. MpmH- Wtito-feft
(Sign here) (/)

(Printt o.r>typcname ofpersonsigning),

(Print or type title of per son signing)

Signed and sworn to before me on (date) _ at Gounty;

}
Commission expires:

OFFICIAL SEAL r\$EITH D BRGyVN NOTARY PUBLIC - STATE OF ILLINOIS

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**CITY OF CHICAGO ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT**

APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix 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 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 is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head 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, daughter-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 executive officers of the Disclosing Party is a corporation; all partners of the Disclosing Party in a partnership; all partners in a limited liability company] (2) all principal officers of a 7.5 percent ownership interest in the Disclosing Party; "Principal officers" means any person operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

[] Yes [] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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