

18.17. Personnel

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the Board with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The Board may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the Board other acceptable personnel with thirty (30) days of notification. Notwithstanding the Board's approval of Contractor's personnel, the Contractor shall be fully responsible to Board for all work performed pursuant to the Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the Board.

18.18. Minimum Wage

(a) Contractor shall pay its employees no less than \$13.45 per hour for work performed under any Contract and shall require any subcontractors performing work under the Contract to pay their employees no less than \$13.45 per hour for work performed under the Contract.

(b) Every July 1 after the Effective Date of any Contract, the hourly wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor and shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made or upon termination of the Contract or any extensions thereof.

(c) If the Board's Purchasing Agent has reason to believe that any employee has been paid less than the wage required under the Contract, or upon receipt of a written verified complaint from such employee, the Purchasing Agent is authorized to conduct an investigation to determine whether this Section has been violated.

(d) In addition to any other penalty or remedy authorized by law or under any Contract, any violation of this Section shall render the Contract terminable by the Board.

(e) For purposes of this Section, "employee" means a person performing work under a Contract who fits one or more of the following descriptions: (i) he or she works at a location that is either on Board property or at a jobsite of a Board project; (ii) he or she is paid an hourly rate for his or her work under the Contract; (iii) he or she is paid a per piece rate for his or her work under the Contract; or (iv) his or her work is provided to comply with a specified worker type and/or quantity provided for in the Contract.

(f) Nothing in this Section shall be deemed to interfere with, impede, or in any way diminish the right of employees to bargain collectively with their employers through representatives of their own choosing in order to establish wages or other conditions of work in excess of the applicable minimum standards of this Section. If Contractor or any subcontractor is subject to a collective bargaining agreement on the effective date of the Contract that includes salary requirements that are different from those required by this Section, the collective bargaining agreement shall control. The requirements of this Section may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms.

18.19. Compliance with Laws

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the United States, the State of Illinois, the County of Cook, and the City of Chicago that may in any manner affect the performance of the Contract. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

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

18.20. Minority and Women Business Enterprises

Anyone providing, supplying, or furnishing goods, services, facilities, or programs is encouraged to abide by the spirit of the City of Chicago's Minority-Owned and Women-Owned Business Enterprise Procurement Program Ordinance, and attempts to fulfill the spirit of that ordinance should be identified in any proposals submitted to the Board. Such efforts may be taken into account by the Board in awarding contracts pursuant to this RFP.

Contractor's failure to carry out its MBE/WBE commitments in the course of Contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy as the Board deems appropriate.

18.21. Federal And State Laws Pertaining To Civil and Human Rights

Contractor shall agree to comply with Federal and State laws pertaining to civil and human rights, specifically:

18.21.1. Illinois Human Rights Act

Contractor must agree, and must cause each of its subcontractors to agree, to comply with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and (i) refrain from unlawful discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination, (ii) comply with the procedures and requirements of the Illinois Department of Human Rights' regulations concerning equal employment opportunities and affirmative action, (iii) provide such information with respect to its employees and applicants for employment and assistance as the Department may reasonably request, and (iv) have written sexual harassment policies that include information required by the Illinois Human Rights Act. Contractor's written policies regarding these issues will be made available to the Board upon request.

18.21.2. Civil Rights Act Title VII

Contractor must agree, and must cause each of its subcontractors to agree, to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e et seq.), which makes it an unlawful practice to discriminate on the basis of race, color, religion, sex or natural origin.

18.21.3. Board Policy Against Harassment

Contractor must agree, and must cause each of its subcontractors to agree, to comply with the Board's Policy Against Harassment, Including Sexual Harassment, which makes it a violation of the Board's policies to discriminate on the basis of sex, color, race, pregnancy, ancestry, religion, national origin, age, disability, marital status, military status, military discharge status, citizenship status, sexual orientation, parental status, source of income, housing status, or any other protected group status.

18.22. Conduct of the Contractor

The Contractor agrees to inform the Board on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the Board. Neither the Contractor, nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information that is acquired in connection with the Contract.

18.23. Accident Reports

The Purchasing Agent and the Executive Director shall be given prompt written notification no later than twenty-four (24) hours following any occurrence, on Board premises or otherwise, which

pertains in any way to the Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the Board. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the Board should indicate whether the police were notified and, if so, the police report number.