

CITY OF CHICAGO



**REQUEST FOR PROPOSALS (RFP) FOR
PROJECT INNOVATION:
ORIGINALLY DESIGNED YOUTH PROGRAMMING**

**ISSUED BY:
CITY OF CHICAGO DEPARTMENT OF FAMILY AND SUPPORT SERVICES
MARCH 1, 2017**

All proposals shall be submitted via the Cyber Grants system to:

Earline Whitfield-Alexander
Senior Manager of Youth Services
Department of Family and Support Services
1615 W. Chicago Ave, 3rd fl. East
Chicago, Illinois 60622

The application can be accessed at:

http://www.cybergrants.com/pls/cybergrants/ao_login.login?x_gm_id=5130&x_proposal_type_id=44734

**RESPONSES MUST BE RECEIVED NO LATER THAN
March 30, 2017
AT 12:00 NOON CST**

**RAHM EMANUEL
MAYOR**

**LISA MORRISON BUTLER
COMMISSIONER**

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1. Purpose of the RFP

A. Project Innovation

The Department of Family and Support Services (DFSS) is pleased to announce the Project Innovation request for proposals focused on enhancing, expanding and developing programs with an emphasis on Science, Technology, Engineering, Arts or Math (STEAM). As previously sought, DFSS is seeking the best and most innovative youth programming design ideas for potential funding. DFSS anticipates awarding approximately ten organizations up to \$50,000 with a cost per youth not to exceed \$1,500. Special consideration will be given to agencies that recruit youth from high schools with high rates of truancy and youth violence and/or programs operating in the following underserved communities:

Ashburn	Lower West Side
Auburn-Gresham	Riverdale
Belmont-Cragin	Roseland
Brighton Park	South Shore
Chicago Lawn	Washington Park
East Garfield Park	West Elsdon
Englewood	West Englewood
Gage Park	West Garfield Park
Greater Grand Crossing	West Lawn
New City	West Town
Oakland	Woodlawn

Programs should serve a minimum of 33 youth in one of the following age groups: 11-13, 14-15 or 16-24. All proposed programs should be both youth driven and youth focused in their design.

B. Background

As the City of Chicago’s primary social services provider and administrator, the Department of Family and Support Services (DFSS)’s mission is to:

Work with community partners, we connect Chicago residents and families to resources that build stability, support their well-being, and empower them to thrive.

To that end DFSS administers resources and provides assistance and support to a network of 300 community-based organizations.

DFSS supports many programs and opportunities that allow youth to explore their talents and continue learning outside of the classroom and include three distinct program areas: youth employment, enrichment activities and prevention/intervention activities.

DFSS youth portfolio has three main focuses: enrichment activities, youth employment and prevention and intervention services. DFSS’ opportunities for growth continue into the

adolescent and teen years through the department's range of youth services. DFSS supports many programs and opportunities that allow youth to explore their talents and continue learning outside of the classroom.

Enrichment Activities

To meet the needs of youth in Chicago by providing access to high quality out-of-school programs and enrichment opportunities in order to build the key skills necessary to succeed in life.

Youth Employment

To provide youth with access to career readiness and employment opportunities in order to gain experience and build the skills to succeed in life and work.

Prevention and Intervention Services

To meet the needs of the most acutely at-risk youth by providing supports and services to address their needs and better position them to reach their potential.

For further information about these and the other opportunities offered through the Department of Family and Support Services, please visit the DFSS website: www.cityofchicago.org/fss.

C. Anticipated Term of Contract and Funding Source

The term of contract(s) executed under this RFP will be **from May 1, 2017 – December 31, 2018**. Based on need, availability of funds, design, and contractor performance, DFSS may extend this term for up to two additional years with each extension not to exceed one year. Continued support will be dependent upon the Respondent's performance and the continued availability of funding. DFSS anticipates awarding approximately ten contracts of \$50,000 each through this RFP. A total of \$500,000 will be allocated for this round of Project Innovation. The per youth reimbursement rate is set at a maximum of \$1,500 per youth participant.

This initiative is administered by the Department of Family and Support Services through the City's corporate funds. Consequently, all guidelines and requirements of the Department of Family and Support Services and the City of Chicago must be met. Additionally all delegate agencies must comply with the Single Audit Act, if applicable.

Should a Respondent's contract be terminated or relinquished for any reason, DFSS reserves the right to return to the pool of respondents generated from this RFP to select another qualified respondent.

D. Eligible Respondents

This is a competitive process open to all entities: non-profit, for-profit, faith-based, private and public **except those organizations who currently are operating DFSS Project Innovation programs**. Ideal Respondents will be able to demonstrate specific knowledge of and experience in providing afterschool services to youth between the ages of 11 and 24. They will

also be located or have strong ties to one or more of the communities identified as an underserved community in this RFP.

Respondents may apply as a single agency or in partnership with multiple agencies, where one agency serves as the lead agency for the partnership and other agencies serve as subcontractors of the lead agency. Subcontracted agencies must demonstrate competence to implement programmatic elements whereas lead agencies must also demonstrate financial strength and ability to comply with all administrative requirements outlined in the RFP. By partnering with subcontractors, lead agencies will expand the number of organizations that have extensive youth development experience and enhance service provision in communities throughout Chicago.

Respondents who are current DFSS delegates whose existing contract(s) with DFSS are not in good standing will not be considered. Agencies not eligible include those that have had a City contract terminated for default; are currently debarred and/or have been issued a final determination by a City, State or Federal agency for performance of a criminal act, abridgement of human rights or illegal/fraudulent practices.

Funding is subject to the availability and appropriation of funds. In addition, Respondents should be aware that the City will make payments for services on a reimbursement basis. Grantees should not plan to receive their first payment until up to 60 days after the beginning of the contract period.

Respondents must be committed to achieving full physical and programmatic accessibility as defined by the Americans with Disabilities Act (ADA). Additionally, the Department of Family and Support Services reserves the rights to ensure that all mandated services are available in each geographic region, and provided in a linguistically and culturally appropriate manner.

Respondents must be able to proceed with program operations upon award notification. No funding advances will be given.

E. Decision Driven Outcomes

In 2016 DFSS embarked on a strategic planning initiative. A key component of this initiative is to transition the department to a more outcome-oriented focus. It consists of a refreshed mission, priorities, and goals, along with a plan for how DFSS will measure, report on, and review them in the years to come; use them to make decisions; and drive greater collaboration within DFSS. Moving towards outcomes represents a way for DFSS to ensure that the programs that are selected for funding have the greatest impact on the residents of Chicago.

Using data to guide decision-making and drive outcomes is a shift happening in human and social services nationally. Moving to a more outcome-oriented approach will benefit the Chicagoans served by these crucial programs. DFSS is proud to be at the forefront of this shift, building on best practices and lessons learned from around the country.

For DFSS respondents and contractors this will mean:

- *DFSS will continue to identify metrics that are either already being tracked or feasible to implement, and truly reflect the outcomes that we are striving to achieve.*
- *DFSS will add language in its contracts that reflects this shift in focus. A majority of these new metrics will be added starting in 2018.*
- *DFSS will provide technical assistance for any new tracking or reporting requirements to ensure our delegate agencies and staff have the support they need to succeed.*

For more information on the DFSS strategic framework, visit www.cityofchicago.org/fss.

Section 2 - RFP and Submission Information

The due date for submission of proposals is:

March 30, 2017, 12:00 Noon.

Respondents are required to submit an application for the request for proposal via our Cyber Grants system. Cyber Grants can be accessed via a link on the DFSS website where you downloaded this RFP or by going to this address:

http://www.cybergrants.com/pls/cybergrants/ao_login.login?x_gm_id=5130&x_proposal_type_id=44734

A. Pre-Proposal Webinar

A Pre-Proposal Webinar will be held on **March 8, 2017, 10:00 a.m. – 11:00 a.m.** Attendance is not mandatory but is advised.

March 8, 2017, 10:00 a.m. – 11:00 a.m.

Please register prior to the webinar's start using this link:

<https://attendee.gotowebinar.com/register/6427110938468007683>

A link to the completed Webinar will be available on-line at the DFSS website after the time and date listed above for those who cannot attend at the live scheduled time. Please register prior to the Webinar's start.

B. Contact Person Information

Respondents are strongly encouraged to submit all questions and comments related to the RFP via e-mail.

For answers to program-related questions please contact:

Earline Whitfield Alexander: Earline.Whitfield-Alexander@cityofchicago.org

All other questions regarding the administrative aspects of this RFP may be directed to:
Julia Talbot: Julia.Talbot@cityofchicago.org

C. Timeline

Proposal Release Date:	March 1, 2017
Pre-Proposal Webinar:	March 8, 10 -11:00 AM, 2017
Application Due:	March 30 , 2017, Noon
Program Year Begins:	May 1, 2017

Section 3 - Scope of Services

A. Program Description

The purpose for the Project Innovation RFP is to solicit the best, most innovative youth out-of-school programming ideas for STEAM (science, technology, engineering, arts mathematics). Additionally, Project Innovation is a way for the City of Chicago to continue supporting smaller organizations, support programs that may be successful but currently under-resourced and to provide services in currently underserved communities.

Program Goals include:

- Bringing innovation to the out of school youth space by tapping into the community knowledge and expertise in designing and delivering exceptional STEAM programming.
- Aligning more closely with the Mayor’s priorities of increasing public engagement and youth voice in program policy, design and program implementation by providing new initiatives that build on youth skills, and interest in leading fields of study.
- Supporting smaller organizations and/or new programs seeking to connect with the City and grow their program but in need of funding.
- Designing programs that youth are interested in and are actively seeking.
- Engaging and supporting programming in areas identified as underserved by our current youth program providers.

In order to solicit the best and most innovating programmatic enhancements and ideas, DFSS offers the following guidance on submission designs:

- Respondent proposals must serve a minimum of 33 youth in **one** of the following age groups: 11-13, 14-15 or 16-24.
- Programs should operate in one of the following categories: year round, school year programming; weekend/school breaks programming, or a combination, which can also include summer. Respondent proposals will ideally be youth developed, youth driven, and age appropriate in their scope.
- Programs should increase youth awareness of STEAM.
- Programs should motivate youth to pursue the education necessary to participate in STEAM careers and provide students with abundant STEAM experiences that will enhance and or develop their knowledge of related content and skills.
- Proposals will include measurable benchmarks that articulate how programmatic success will be defined.

- Proposed programs will be executed by qualified staff with appropriate backgrounds in youth work.
- Programs can support youth who are not currently in school and those youth may be paid stipends for program participation.
- Administrative costs will be capped at 15%.
- Proposals should demonstrate an in-kind or cash match of 15%.

B. Performance & Data Management

Successful Respondents will be expected to maintain complete program data, fiscal and accounting records and report financial information to DFSS on the forms designated and at the intervals specified by the Department. These reports must be submitted by the deadlines established by DFSS. Program performance evaluations occur twice a year. Program outcomes and evaluations will be outlined in the work scope. Failure to comply with these reporting requirements may be cause for funding reduction, termination of the contract, or for the delay or withholding of payment.

Section 4 - Evaluation and Selection Procedures

A. Evaluation Process

Each proposal will be evaluated on the strengths of the proposal and the responsiveness to the selection criteria. DFSS reserves the right to consult with other city departments during the evaluation process. Successful Respondent must be ready to proceed with the proposed program within a reasonable period of time upon contracting.

Failure to submit a complete proposal and/or to respond fully to all requirements may cause the proposal to be deemed unresponsive and, therefore, subject to rejection. The Commissioner upon review of recommended agency(ies) may reject, deny or recommend agencies that have applied for grants based on previous performance and/or area need.

The Department of Family and Support Services (DFSS) reserves the right to ensure that all mandated services are available citywide, and provided in a linguistically and culturally appropriate manner.

B. General Selection Criteria

The Proposals will be evaluated on the Respondent’s ability as defined in this RFP. The following criteria will be used in evaluating all proposals:

Points	Criteria
35	<p>Previous Program Experience & Needs of Population to be Served Respondent should demonstrate knowledge of targeted population as evidenced by a complex understanding of their needs through the use of data and/or previous or current operation of other successful youth programs.</p> <p>Respondent should demonstrate knowledge of programming for the target</p>

	<p>group/community and demonstrate how the proposed innovation/program will address a need within that group or community.</p> <p>Respondent should demonstrate knowledge of proposed program’s subject area.</p> <p>Both new and existing programs should demonstrate career, college and employment exploration in the Arts, Science, and Technology, Engineering and/or Math fields.</p>
25	<p>Program Design and Administration</p> <p>Respondent will demonstrate an innovative program design supported administratively and is youth driven.</p> <p>Proposals will be evaluated on the expertise and ability of the agency to address the key elements outlined in the proposed program model and fulfilling the required program outcomes.</p>
25	<p>Administrative/Fiscal Capacity</p> <p>Respondent will demonstrate that it has the resources and expertise to assume and meet all administrative and fiscal requirements. This includes the Respondent’s fiscal (including financial management systems), technological, management, administrative and staff capabilities.</p> <p>Overall fiscal soundness, as evidenced by the financial history and record of the organization, as well as audited financial statements (or the equivalent) from recent program years. All respondents must be current on all prior financial or contractual obligations with the City. All respondents must be able to prove that there are no outstanding liens or taxes owed to City, State or IRS.</p> <p>Agency’s demonstrated fiscal and administrative capacity. For current DFSS providers, DFSS will consider all DFSS program and fiscal monitoring reports, as well as expenditure reports indicating agency’s ability to expend funds in a timely manner.</p>
15	<p>Budget</p> <p>Respondent demonstrates a budget that aligns with the program activities and outcomes. The Budget Narrative should demonstrate that costs are reasonable and support the program’s operations.</p>

DFSS reserves the right to seek clarification of information submitted in response to this Application and/or to request additional information during the evaluation process and make site visits and/or require Respondents to make an oral presentation or be interviewed by the review subcommittee, if necessary. Failure to submit a complete proposal and/or to respond fully to all requirements may cause the proposal to be deemed unresponsive, and therefore, subject to rejection.

Selections will not be final until the City and the respondent have fully negotiated and executed a contract. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the respondent in anticipation of a fully executed contract. Receipt of a final application does not commit the department to award a grant to pay any costs incurred in the preparation of an application.

Section 5 - Legal and Submittal Requirements

A description of the following required forms has been included for your information. ***Please note that most of these forms will be completed prior to grant agreement execution but are not necessary for the completion of this proposal.*** A complete list of what forms will be required at the time of contracting is listed at the end of this section.

A. City of Chicago Economic Disclosure Statement (EDS)

Respondents are required to execute the **Economic Disclosure Statement** annually through its on-line EDS system. Its completion will be required for those Respondents who are awarded contracts as part of the contracting process.

More information about the on-line EDS system can be found at:

<https://webapps.cityofchicago.org/EDSWeb/appmanager/OnlineEDS/desktop>

B. Disclosure of Litigation and Economic Issues

Legal Actions: Respondent must provide a listing and brief description of all material legal actions, together with any fines and penalties, for the past five (5) years in which (i) Respondent or any division, subsidiary or parent company of Respondent, or (ii) any officer, director, member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:

- ***A debtor in bankruptcy; or***
- ***A defendant in a legal action for deficient performance under a contract or in violation of a statute or related to service reliability; or***
- ***A Respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or***
- ***A defendant in any criminal action; or***
- ***A named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or***
- ***A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or***
- ***A defendant or Respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.***

Any Respondent having any recent, current or potential litigation, bankruptcy or court action and/or any current or pending investigation, audit, receivership, financial insolvency, merger, acquisition, or any other fiscal or legal circumstance which may affect their ability currently, or in the future, to successfully operate the requested program, must attach a letter to their proposals outlining the circumstances of these issues. Respondent letters should be included in a sealed envelope, directed to Commissioner Lisa Morrison Butler. Failure to disclose relevant information may result in a Respondent being determined ineligible or, if after selection, in termination of a contract.

C. Grant Agreement Obligations

By entering into a grant agreement with the City, the successful respondent is obliged to accept and implement any recommended technical assistance. The grant agreement will describe the payment methodology. DFSS anticipates that payment will be conditioned on the Respondent's performance in accordance with the terms of its grant agreement.

D. Funding Authority

This initiative is administered by the Department of Family and Support Services using the City's Corporate funds. Consequently, all guidelines and requirements of the Department of Family and Support Services and the City of Chicago must be met. Additionally all delegate agencies must comply with the Single Audit Act if applicable.

E. Insurance Requirements

Respondents must provide and maintain at Respondent's own expense or cause to be provided, during the term of the Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

i) Workers Compensation and Employers Liability

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

ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, sexual abuse and molestation (with emotional distress as the trigger) and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured under the Provider's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Provider's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained

by or available to the City. Provider must ensure that the City is an additional insured on insurance required from subcontractors.

Subcontractors performing work or services for the Provider must maintain limits of not less than \$1,000,000 with the same terms herein.

iii) Directors and Officers Liability

Directors and Officers Liability Insurance must be maintained by the Respondent in connection with this Agreement with limits of not less than \$1,000,000. Coverage must include any actual or alleged act, error or omission by directors or officers while acting in their individual or collective capacities. When policies are renewed or replaced, the policy retroactive date must coincide with precede commencement of services by the Provider under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

iv) Additional Requirements

Provider must furnish the City of Chicago, Department of Family and Support Services, 1615 West Chicago Avenue, 3rd Floor, Chicago IL. 60622, 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. Provider must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Provider is not a waiver by the City of any requirements for the Provider to obtain and maintain the specified coverages. Provider must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Provider of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Provider must provide for 60 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 Provider.

Provider 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 Provider in no way limit the Provider'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 Provider under this 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 the Provider maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

The Provider must require all subcontractors to provide the insurance required herein, or Provider may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Provider unless otherwise specified in this Agreement. Provider must ensure that the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

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

F. Indemnity

The successful Respondent will be required to indemnify City of Chicago for any losses or damages arising from the delivery of services under the grant agreement that will be awarded. The City may require the successful Respondent to provide assurances of performance, including, but not limited to, performance bonds or letters of credit on which the City may draw in the event of default or other loss incurred by the City by reason of the Respondent's delivery or non-delivery of services under the grant agreement.

G. False Statements

i. 1-21-010 False Statements.

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an proposal, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

ii. 1-21-020 Aiding and Abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

iii. 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

H. Compliance with Laws, Statutes, Ordinances and Executive Orders

Grant awards will not be final until the City and the respondent have fully negotiated and executed a grant agreement. All payments under grant agreements are subject to annual appropriation and availability of funds. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the respondent in anticipation of a grant agreement. As a condition of a grant award, Respondents must comply with the following and with each provision of the grant agreement:

i. Conflict of Interest Clause: No member of the governing body of the City of Chicago or other unit of government and no other officer, employee, or agent of the City of Chicago or other government unit who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interest, direct or indirect, in the grant agreement.

The respondent covenants that he/she presently has no interest, and shall not acquire any interest, direct, or indirect, in the project to which the grant agreement pertains which would conflict in any manner or degree with the performance of his/her work hereunder. The respondent further covenants that in the performance of the grant agreement no person having any such interest shall be employed.

ii. Governmental Ethics Ordinance, Chapter 2-156: All Respondents agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 which includes the following provisions: a) a representation by the respondent that he/she has not procured the grant agreement in violation of this order; and b) a provision that any grant agreement which the respondent has negotiated, entered into, or performed in violation of any of the provisions of this Ordinance shall be voidable by the City.

iii. Successful Respondents shall establish procedures and policies to promote a Drug-free Workplace. The successful respondent shall notify employees of its policy for maintaining a drug-free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. The successful respondent shall notify the City if any of its employees are convicted of a criminal offense in the workplace no later than ten days after such conviction.

iv. Business Relationships with Elected Officials - Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, as amended (the "Municipal Code") 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 Section 2-156-030(b) by any elected official with respect to the grant agreement shall be grounds for termination of the grant agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.

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 domestic partner, or of any entity in which an official or his or her spouse or domestic partner 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" shall not include any employment relationship of an official's spouse or domestic partner with an entity when such spouse or domestic partner has no discretion concerning or input relating to the relationship between that entity and the City.

v. Compliance with Federal, State of Illinois and City of Chicago regulations, ordinances, policies, procedures, rules, executive orders and requirements, including Disclosure of Ownership Interests Ordinance (Chapter 2-154 of the Municipal Code); the State of Illinois - Certification Affidavit Statute (Illinois Criminal Code); State Tax Delinquencies (65ILCS 5/11-42.1-1); Governmental Ethics Ordinance (Chapter 2-156 of the Municipal Code); Office of the Inspector General Ordinance (Chapter 2-56 of the Municipal Code); Child Support Arrearage Ordinance (Section 2-92-380 of the Municipal Code); and Landscape Ordinance (Chapters 32 and 194A of the Municipal Code).

vi. If selected for grant award, Respondents are required to (a) execute the Economic Disclosure Statement and Affidavit, and (b) indemnify the City as described in the grant agreement between the City and the successful Respondents.

vii. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4. Neither you nor any person or entity who directly or indirectly has an ownership or beneficial interest in you of

more than 7.5% ("Owners"), spouses and domestic partners of such Owners, your 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 (you 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 the grant agreement or Other Contract, including while the grant agreement or Other Contract is executory, (ii) the term of the grant agreement or any Other Contract between City and you, and/or (iii) any period in which an extension of the grant agreement or Other Contract with the City is being sought or negotiated.

You represent and warrant 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 you or the date you approached the City, as applicable, regarding the formulation of the grant agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

You shall not: (a) coerce, compel or intimidate your employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse your 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 the grant 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 the grant agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If you violate this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject your bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between you and the City that is (i) formed under the authority of Municipal Code 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 Municipal Code Ch. 2-156, as amended.

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

viii. (a) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "2011 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) You are aware that City policy prohibits City employees from directing any individual to apply for a position with you, either as an employee or as a subcontractor, and from directing you to hire an individual as an employee or as a subcontractor. Accordingly, you must follow your own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by you under the grant agreement are employees or subcontractors of you, not employees of the City of Chicago. The grant agreement is not intended to and does not constitute, create, give R.I.S.E to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by you.

(c) You will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under the grant agreement, or offer employment to any individual to provide services under the grant 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 the grant agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to you by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, you will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the Department. You will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.