

REQUEST FOR PROPOSALS (RFP)
For
The Department of Family and Support Services
Restoring Individuals through Supportive Environments (R.I.S.E.)

Issued by:
CITY OF CHICAGO
(The Department of Family and Support Services)
On

November 12, 2014

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

Kia Coleman
Director, Juvenile Justice Programs
Department of Family and Support Services
1615 West Chicago Avenue, 3rd Floor
Chicago, Illinois 60622

All proposals shall be submitted via the Cyber Grants system to:
The application can be accessed at:

http://www.cybergrants.com/pls/cybergrants/ao_login.login?x_gm_id=5130&x_proposal_type_id=36366

PROPOSALS MUST BE RECEIVED NO LATER THAN
5:00 P.M. CENTRAL TIME ON December 8, 2014



Evelyn Diaz
Commissioner

Rahm Emanuel
Mayor

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SECTION I. Invitation

The Department of Family and Support Services (DFSS) is soliciting applications from qualified and interested Respondents for providers who are able to administer the Restoring Individuals through Supportive Environments (R.I.S.E.) program. RISE is a 6-month diversion program for youth that provides intensive mentoring and opportunities for skill-building for justice-involved youth through a 4-month curriculum focused on civic engagement and restorative justice.

A. Background

DFSS launched a pilot at the Juvenile Intervention Support Center to provide a community-based intensive mentoring and skill-building diversion program. The program utilizes a standardized curriculum to empower youth through skill building and intensive mentoring to address barriers to their success. The program is designed for justice-involved males (minimum of two arrests) between the ages of 15 and 17. In 2015, the pilot program is being expanded to provide services to youth in additional communities throughout the city of Chicago. This program will be part of a randomized control trial to evaluate the impacts of the program components on youth outcomes. This program will expand the eligible youth population for referral to include designated police districts and community-based agencies. Youth identified for participation will receive services in the communities where they live or can easily access to reduce barriers to participation. The goal of this intervention is to reduce rates of re-arrest due to involvement in incidents of violence among program participants and increase their connection to pro-social activities (academics, sports, arts, etc.) and institutions in their neighborhoods (school, community organizations, etc).

B. Anticipated Term of Contract and Funding Source(s)

DFSS anticipates funding up to 18 individual service sites, each to run two cohorts of 12 youth during the 2015 program year. We anticipate each cohort will be reimbursed up to \$25,000. The total amount allocated for the entire RISE program in 2015 is \$900,000.

These initiatives are administered by DFSS through funding received from the City of Chicago and charitable foundations. Consequently, all guidelines and requirements of the City of Chicago must be met. Additional different local, state and/or federal funding may be secured in prior years. Selected Respondents will be required to comply with all laws, regulations, policies and procedures imposed by funding sources during the time periods in which they are in use. Additionally, all selected Respondents must comply with the Single Audit Act if applicable.

The term of contract(s) executed under this RFP will run from January 1, 2015 - December 31, 2015. DFSS may extend the term of an agreement for up to two additional one year periods. This extension option is contingent upon successful performance of the program and services provided, and upon availability of funds. 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.

C. Reimbursement

Funding is subject to the availability and appropriation of funds. Respondents should be aware that payment for services by the City will be made on a reimbursement basis. Respondents should not plan to receive their first payment until up to 60 days after the execution of the delegate contract agreement. Respondent must be able to proceed with program operations upon award notification. **No advances will be given.**

D. Eligible Respondents

This is a competitive process open to all entities: non-profit, for-profit, faith-based, private and public. Ideal Respondents will be able to demonstrate specific knowledge of and experience in youth development; social emotional learning and positive youth development; youth mentoring; ability to engage youth who are justice involved or at significant risk for justice involvement. Respondents should have knowledge of the specific neighborhoods, communities and schools whose youth they propose to serve. Ideal Respondents will be able to identify other services offered by the agency to support youth and their families (e.g., family counseling, enrichment activities, tutoring). These services should promote youth engagement and address issues impacting the youth and the family that are outside the scope of the program. Respondents must be willing to participate in the research components of the program: participation selection, data collection, and researcher observations.

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. **Providers with extensive experience working with justice-involved youth but without the financial or administrative capacity to apply as a stand-alone agency are highly encouraged to work with larger providers and to act as subcontractors.** Sites operated by partnership agreements will not be funded at a higher level than sites operated by just one organization.

Providers responding as lead providers with subcontractors should have operating budgets of \$500,000 or more. Individual agencies or subcontractors to lead agencies must be able to leverage a **minimum 15 percent in-kind match** to be used to support educational and enrichment activities. Administrative costs will be capped at 10 percent for individual agency applications – lead agencies partnering with subcontractors are permitted an incremental 5 percent of administrative cost for a total 15 percent administrative cost cap.

Respondents whose existing contracts with DFSS are not in good standing will not be considered for a contract. Agencies not eligible include those that have had a City contract terminated for default, and/or 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.

E. Project Location

Respondent must apply to provide services in one or more of the following Chicago Police Districts:

2 - Wentworth,	10 - Odgen,
4 - South Chicago,	11 - Harrison,
5 - Calumet,	12 - Near West,
6 - Gresham,	15 - Austin,
7 - Englewood,	24 - Rogers Park,
8 - Chicago Lawn,	25 - Grand Central.
9 - Deering,	

A map of current Chicago Police District Boundaries can be found at:

https://portal.chicagopolice.org/portal/page/portal/ClearPath/Communities/Districts/community_area.pdf)

If a Respondent chooses to apply to provide services for multiple police districts, a service location should be identified within each proposed district (as opposed to one site serving multiple districts). If such a service location is not available in the identified district, Respondents will need to provide a description of how they will serve youth from a site outside the district, what special services will be made available to support participation (e.g., vans for transportation), and be able to articulate their prior success and experience recruiting youth from multiple neighborhoods. Applicants must be willing to serve **all** referred youth who live within the Chicago Police District(s) boundaries applied for in the RFP.

Respondent's proposal must provide the address where the majority of services will be provided. The Department of Family and Support Services reserves the right to accept multiple proposals for the same District or no proposals from a specific District. All DFSS funded services are to be linguistically and culturally appropriate for the community being served.

SECTION II: RFP and Submission Information

A. Submission Information

The due date for submission of proposals is **December 8, 2014 by 5:00 p.m.**

Please fill out an application 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_qm_id=5130&x_proposal_type_id=36366

B. Questions

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:

Evelyn Benitez: evelyn.benitez@cityofchicago.org

Kia Coleman: kia.coleman@cityofchicago.org

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

C. Bidders Conference

A Pre-Proposal conference will be held on:

Friday, November 21, 2014,
12:00 noon – 2:00 p.m.
DFSS, 1615 W. Chicago Ave.
1st fl. Conference Room.

Attendance at this conference is not mandatory but is highly advised. Time will be allocated for potential Respondents to meet and discuss responses where lead Responders will use subcontractors' joint responses.

To request reasonable accommodation for the pre-submittal conference, please contact Aurora Reyes, Aurora.Reyes@cityofchicago.org. Requests for accommodations will be accepted up to 48 hours prior to the event.

D. Timeline

This is the anticipated timeline for the funded programming:

Proposal Release Date:	November 12, 2014
Bidders Conferences:	November 21, 2014
Proposal Due:	December 8, 2014
Anticipated Contract Start Date:	January 1, 2014

Section III. Scope of Service

A. R.I.S.E. Background & Eligibility

Building on the success of the City's earlier initiatives working with justice-involved youth (One Summer Plus, Youth Working for Success, Bridges to Pathways), the City has developed a specific intervention using a strength-based approach to intervening with youth who are at a significant risk for violence involvement and recidivism. R.I.S.E. targets youth who have been arrested a minimum of two times.

This R.I.S.E. program utilizes a team approach to provide intensive skill development through the Civic Leadership Foundation's (CLF) curriculum, wrap-around services for youth and mentoring with the goal of reducing rates of recidivism for violent crimes and increasing engagement in schooling, enrichment opportunities, and career pathways.

Males (ages 15-17) with a history of two or more arrests will be eligible for referral to participate in the program through referrals from:

- Juvenile Intervention and Support Center (JISC)
- Chicago Police Department Youth Detectives and District Staff
- Cook County State's Attorney Office who are being diverted from formal prosecutions
- Targeted Chicago Public Schools located in the area identified for service provision
- Lead or sub-contracted agencies participating in the implementation of RISE.

Youth will be randomized into the study through the referral mechanisms. Cohorts, comprised of 12 youth per mentor, will be created over a four to six week period. Once a cohort has been established, mentors will facilitate the CLF group curriculum with youth, in addition to providing case management, linkages to other services and supports, and work with the enrolled youth to address barriers impacting their success in school and life.

B. Program Components

Respondents must be willing to provide all of the below mentioned program components:

1. One-on-One Mentoring

Mentors, with a maximum caseload of 12 youth, will be responsible for:

- Developing an individual achievement plan for each youth.
- Coordinating with other key stakeholders to support provision of wrap-around services for youth and their families (e.g., enrichment providers, mental health professionals, school counselor, guardians, and JISC case managers.)
- Being available outside of program hours to assist the youth in developing the personal, emotional, or social skills that may be impacting their ability to be

successful (e.g., lack of engagement in school/work, academic difficulties, gang activity; substance abuse; and family trouble).

- Connecting youth with outreach services to address basic social services (e.g. SNAP, TANF, Medicaid, housing assistance, tutoring, health clinics) to ensure that youth can successfully complete the program.
- Implementing the Civic Leadership curriculum (See Appendix A for description of the curriculum).
- Providing individual and group instruction, support, encouragement, guidance, and advice while facilitating the activities and projects associated with the Civic Leadership curriculum.
- Utilizing restorative justice practices from the curriculum to support ongoing youth participation in the project and to model alternative ways to resolve conflict
- Supporting youth to create and implement the civic leadership project

2. Group-based Civic Leadership Project

RISE utilizes the Civic Leadership Foundation's (CLF) Civic Leadership Curriculum as part of the Group-based Civic Leadership project. This training will be provided to all successful Respondents free of charge.

CLF's Civic Leadership Education is a comprehensive, project-based curriculum designed to empower young people with a deeper sense of responsibility for themselves and to community, and to prepare them for work and life. The curriculum's main objectives include increasing abilities to think, listen and speak critically, collaborate, communicate persuasively, envision, plan, problem-solve, and evaluate. The curriculum is specifically designed to target justice-involved youth and offers two phases. The first focused on relationship and skill building, the second focused on the development of a group project designed to benefit the community. Other iterations of the curriculum have been shown to increase self-esteem and an interest in pro-social leadership opportunities. Successful Respondents will receive free training on the curriculum and participate in ongoing professional development to support the implementation of the curriculum as it is designed. Cohorts will participate in two-hour, twice-per-week group sessions after school and/or on weekends.

Project based learning opportunities are embedded within the curriculum to encourage youth to deepen their social and emotional skills development through the creation of a youth directed community restoration project. This project will address an area of need as identified by the youth in the cohort and will result in a tangible product at the conclusion of the program.

Resulting behavioral improvements should include:

- Understanding the consequences of behavior;
- Coping effectively with stressors;
- Increased engagement with school and career;
- Greater effort to achieve in school or certificate program; and
- Increased problem solving, team work, and conflict management skills.

Resulting performance improvements include:

- Reduced justice and violence involvement;
- Increased grades and achievement;
- Increases in being on track to graduate and/or participation in post-secondary education; and
- Fewer dropouts.

3. Individualized Achievement Plans

Each youth will be required to develop an individual achievement plan that is based on the strengths and needs of the youth. This plan will be developed during the intensive multi-week recruitment period at the start of the program. During this time, youth will work closely with their new mentors to assess their strengths and areas where they need additional supports. Mentors should also engage families in the development of the plan, and identify areas of interest for the youth. Each achievement plan will be developed mutually between the youth, guardian, and mentor. When possible, mentors will engage with school staff to support youth success in their educational setting as well as in the community.

Each youth plan will comply with the following two goals:

1. Program Attendance (80% or higher rates/no more than 3 unexcused absences in first 6 weeks of curriculum).
2. Attendance/enrollment in school/alternative educational settings/high school equivalency test preparation or other credentialing program (e.g., City Colleges of Chicago bridge programs).

Youth with the input of their guardian and mentors will identify an additional three goals that they wish to focus on as part of their plan. These could include but are not limited to the following:

- Getting an internship/apprenticeship.
- Enrolling and accessing related social services to issues impacting the youth and family.
- Participating in job skills development programs.
- Enrolling and actively participating in an enrichment activity (e.g., digital media, STEM, arts, athletics).

Once a plan has been developed and agreed to by all the youth, guardian and mentor, the mentor will work with the youth and family to facilitate youth identifying the steps to achieve the goals of the plans and to execute those steps.

4. Trauma-Informed Care

All youth workers providing counseling or mentoring as part of the program will be trained in Trauma-informed care, and program components will integrate trauma-

sensitive practices into curricula and activities. Professional development will be provided by DFSS to mentors in the program and best-practices for working with youth who have been impacted by traumatic events.

5. Incentive-based Structure for Participation

Each mentor will be provided a small budget (which can be included in the budget request as an allowable cost) to develop incentives for enhanced participation and successful completion of key milestones for program participants. Mentors and youth will co-create the rules for participation in the cohort and the rewards and consequences associated with those rules.

C. Mentors & Training

Mentors will receive training on the core elements of the program and ongoing supports to facilitate the integration of the skills and strategies into RISE. Specifically, mentors will be expected to participate in all DFSS sponsored trainings including but not limited to: 1) CLF curriculum, 2) Motivational Interviewing, 3) Positive Youth Development with High-Risk Youth Populations, 4) Trauma-Informed Best Practices, 5) MHA Labs-Human Achievement Quotient Formative Assessment Tool, and 6) a Data Management System. The curricular components also will have required ongoing professional development to support the use and integration of these strategies. The ongoing consultation provides mentors with a professional learning community to share ideas and problem solve.

D. Performance & Data Management

DFSS will also be studying the effectiveness of the R.I.S.E. program to inform future programming by DFSS and other youth agencies. To that end, all providers must track youth attendance, interactions with youth and progress of youth throughout the intervention period through a DFSS-designated data management system on a weekly basis.

Successful Respondents are expected to meet the minimum provider requirements as described in the above paragraph for data that must be tracked. DFSS reserves the right to additional tracking requirements as needed. Any program that does not have their attendance data entered weekly will not be able to voucher for their expenses until attendance has been entered and matches the weekly payroll submission.

Successful Respondents will be expected to maintain complete 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. Failure to comply with these reporting requirements may be cause for termination of the contract, or for the delay or withholding of payment.

Section IV. Evaluation and Selection Procedures

A. Evaluation Process

An evaluation committee selected by DFSS will evaluate and rate all proposals based on the evaluation criteria outlined below. Each proposal will be evaluated on the strengths of the proposal and the responsiveness to the selection criteria outlined below. DFSS reserves the right to consult with other city departments or public or private funders during the evaluation process. Selected Respondent must be ready to proceed with proposed program at the time of contracting.

The Commissioner, upon review of recommended agencies, may reject, deny or recommend agencies that have applied for grants based on previous performance and/or area need. 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.

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
25	Organizational Capacity Does the Respondent have the sufficient controls to administer the program/contract successfully?
25	Quality Proposed Program Does the proposed program align with the scope outlined in the RFP? Does the Respondent demonstrate knowledge in how to develop and deliver this type of program? Does the Respondent possess prior experience delivering either this type of service, working with the stated population or both? Ideal Respondents will have a demonstrated history of implementing a prescribed curriculum.
20	Quality of Proposed Budget How realistic and accurate is the budget. Does it align with the proposed program's narrative? Does the budget indicate at least at 15% match? Does the organization have an operating budget of more than \$500,000?
10	Leverage (of funds and relationships) What is the Respondent leveraging in terms of existing funding? What is the Respondent leveraging as identified by linkages and relationships with other providers?
10	Special Considerations (Geography, Special Populations served or Special Expertise/Skills) Does the Respondent identify any special/specific skills towards serving the specific geography applied for or juvenile offenders?
10	Overall Responsiveness

	Is the submission complete?
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C. Additional Evaluation Criteria

For all providers:

- Agency’s mission, programs and services, and resources specifically targeting youth.
- Evidence of experience working with youth involved in the juvenile justice system.
- Quality and variety of Respondent’s references concerning past performance.
- Quality and variety of Respondent’s current and planned service linkages and resources.
- Prior experience managing programs of similar size and scope.
- Evidence of effectiveness of current programming.
- Quality of youth engagement strategies to recruit and retain youth.
- Quality of training provided to staff.
- Quality of proposed plan for supervision.
- Quality of proposed plan for staffing.
- Geographic region, linguistic or cultural specificity.

The Proposals will be evaluated on the Respondent’s ability to provide programming as defined in this RFP. The Respondent will qualify based on demonstrated capacity, competency and a successful history of meeting the requirements outlined in this RFP. Past performance on similar services will be considered as part of the evaluation process. Eligible proposals will be evaluated on the basis of completeness of application.

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.

Section V. Legal and Submittal Requirements

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:

1. A debtor in bankruptcy; or
2. A defendant in a legal action for deficient performance under a contract or in violation of a statute or related to service reliability; or
3. A Respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
4. A defendant in any criminal action; or
5. 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
6. 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
7. 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 Evelyn Diaz. 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 this grant agreement with the City, the 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

These initiatives are administered by the Department of Family and Support Services through funding received from the City of Chicago with the possibility of later funding being added from additional county, state and Federal sources. Consequently, all guidelines and requirements of the City of Chicago must be followed. Selected Respondents will be required to comply with all laws, regulations, policies and procedures imposed by funding sources during the time of which the funding source is being used. Additionally, all selected Respondents must comply with the Single Audit Act if applicable.

E. Insurance Requirements

Funded Respondents will provide and maintain, at their expense, the insurance coverage and requirements specified by the City of Chicago in the "Insurance Requirements and Insurance Certificate" included in the on-line application. The

Insurance Certificate of Coverage is only required for those Respondents who are selected for a grant agreement award at which time more information will be given. However, a preliminary version of this certificate must be provided when responding to the RFP as the City of Chicago cannot enter into contracts with Respondents without the insurance.

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

1. 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)

2. 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)

3. 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:

1. 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.

2. 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.

3. Selected Respondents shall establish procedures and policies to promote a Drug-free Workplace. The selected 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 selected 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.

4. 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.

5. 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).

6. 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.

7. 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.

8. (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 rise 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.