

CITY OF CHICAGO



**REQUEST FOR PROPOSALS (RFP)
Restorative Practices
RFP# 53656**

All Proposals must be submitted through eProcurement system
<http://www.cityofchicago.org/eprocurement>

Questions concerning the RFP should be directed to:

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Chicago Department of Public Health
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**BRANDON JOHNSON
MAYOR**

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COMMISSIONER**

Table of Contents

I.	Section 1 - Purpose of RFP and Scope of Services.....	3
A.	Organizational background.....	3
B.	Program description.....	3
C.	Goals of this RFP	Error! Bookmark not defined.
D.	Program requirements	8
E.	Performance measures.....	Error! Bookmark not defined.
F.	Contract management and data reporting requirements.....	8
G.	Application guidance for respondents.....	9
H.	Anticipated term of contract and funding source	10
I.	Anticipated awards for this program.....	10
II.	Section 2 – Eligibility, Evaluation and Selection Procedures	10
A.	Eligible respondents	10
B.	Evaluation process	10
C.	Selection criteria and basis of award.....	11
III.	Section 3 - RFP and Submission Information.....	12
A.	Pre-proposal webinar	Error! Bookmark not defined.
B.	The e-Procurement system	12
C.	For Respondents wishing to submit more than one application to a RFP.....	13
D.	Contact person information.....	13
IV.	Section 4 - Legal and Submittal Requirements	14
A.	City of Chicago Economic Disclosure Statement (EDS).....	14
B.	Disclosure of Litigation and Economic Issues	14
C.	Grant Agreement Obligations	14
D.	Funding Authority	Error! Bookmark not defined.
E.	Insurance Requirements.....	Error! Bookmark not defined.
F.	Indemnity	Error! Bookmark not defined.
G.	False statements	Error! Bookmark not defined.
H.	Compliance with laws, statutes, ordinances and executive orders	Error! Bookmark not defined.

I. Section 1 - Purpose of RFP and Scope of Services

A. Organizational background

The Chicago Department of Public Health's (CDPH) portfolio of violence prevention (VP) programs aim to reduce the likelihood of violence related injury and death and support trauma recovery and healing across Chicago communities. CDPH VP programs focus on:

Teaching: Teaching through violence prevention community education workshops and professional development training.

Strengthening Systems: Strengthening systems through working with national, state, city and community groups to apply violence prevention lens to the work they do.

Reaching community partners: Ensuring we reach community partners as the office believes that everyone has a role to play in violence prevention.

With these focus points CDPH collaborates with community partners and delegate agencies to provide services to victims that align with the broader CDPH Healthy Chicago 2025 (HC 2025) policy agenda which is Chicago's five-year community health improvement plan to address racial and health equity with the goal of reducing the Black-white life expectancy gap. HC 2025's vision is city where all people and all communities have power, are free from oppression, and are strengthened by equitable access to resources, environments and opportunities that promote optimal health and well-being.

CDPH Violence Prevention programs also aligns with the CDPH guiding principles:

- Trauma prevention and trauma-informed services – ensuring services address trauma and healing.
- Cultural responsiveness – ensuring services are culturally and linguistically appropriate; and
- Health equity in all communities – allocating resources and services to people and areas with the greatest need.

B. Program overview

This CDPH VP Request for Proposal (RFP) opportunity seeks to fund Restorative Practices (RP) efforts that promote and make accessible prosocial restorative resolutions where positive relationships are prioritized over a winning and losing approach to conflict. Through this (RP) Community program, DPH is committed to expanding RP opportunities into clusters of community areas across the city;

WEST: serving in the East Garfield Park/West Garfield/Austin/North and South Lawndale communities or
SOUTH: serving East and West Englewood/Roseland/Auburn-Gresham/Chatham communities.

By directly funding RP work in the selected communities, DPH looks to build partnerships with other DPH, other city funded efforts, and community based funded efforts to both to improve continuity of care for participants and residents; while increasing provider awareness and ability to offer restorative

practice interventions. Applicants may ONLY apply to serve one cluster of community areas; WEST or SOUTH.

C. Program goals

National research indicates that 60% of American youth are exposed to violence before the age of eighteen.¹ Exposure to violent events (such as domestic violence or child abuse) are among the ten Adverse Childhood Experiences (occurring before age 18) that are potentially traumatizing and likely to have negative impacts on increase the likelihood of future psychological, social, academic, interpersonal, and even long-term physical health challenges.² Beyond the effects on individual development, unresolved trauma and exposure to violence can also have a corrosive effect on family and communal life-threatening skills and expectations for communication, trust, and positive regard. This is only one of many pathways that lead to a concentration of violence, injury and threat in communities across Chicago. Grounded in the principles of Restorative Justice, Restorative Practice (RP) build skills and develop opportunities for meaningful dialogue, effective communication, crisis de-escalation, and earnest efforts to repair offense and restore integrity between persons. RP interventions interrupt the escalation of conflicts that can lead to violent, and potentially lethal, confrontations in schools, on public transit, in homes and among strangers.

Many communities are working to prevent violence and promote community safety and find that comprehensive, multi-sector actions are yielding progress. However, communities that experience high rates of violence continue to be plagued with persistently high rates of trauma. Trauma and its associated symptoms of mental and psychological illness are more prevalent in the U.S. than in most other countries around the world. Moreover, trauma unaddressed can be a barrier to the most successful implementation of healing and well-being strategies, including those to prevent violence. The impact of trauma extends beyond the individuals who directly witness or experience violence. Trauma is produced by structural violence, which prevents people and communities from meeting their basic needs. The result is both high levels of trauma across the population and a breakdown of social networks, social relationships, and positive social norms across the community—all of which could otherwise be protective against violence and other health outcomes.

Consistent with new models that are emerging to counter the effects of trauma, promote community healing, and foster community resilience, RP is an evolving framework that supports understanding, addressing, and preventing trauma at a community or population level and is a philosophy that integrates developments from a variety of disciplines and fields — including education, psychology, social work, criminology, sociology, organizational development and leadership — in order to build healthy communities, increase social capital, decrease crime and antisocial behavior, repair harm and restore relationships.

¹ Source: National Institutes of Health:

<https://pmc.ncbi.nlm.nih.gov/articles/PMC8635280/#:~:text=According%20to%20national%20data%2C%20youth,feature%20of%20community%20violence%20exposure.>

² *ibid*

RP has its roots in restorative justice, a way of looking at criminal justice that emphasizes repairing the harm done to people and relationships rather than only punishing offenders. RP also includes the use of informal and formal processes that precede wrongdoing to proactively build and protect relationships and foster a sense of community to prevent conflict and wrongdoing. It offers communities opportunities to resolve conflicts and disputes before they escalate into criminal and abusive behavior and is an effective approach in dealing with antisocial behavior and neighbor disputes. It also enables one to understand the impact of their behavior on others. At its core, RP delivers effective outcomes that are owned by the local community and creates stable, positive community environments.

The RP framework includes a set of emerging strategies that hold great promise for promoting community healing and setting the stage for the development of safer, healthier, more resilient communities. Community healing strategies through RP include:

- Restorative justice programs that shift the norms around conflict resolution.
- Restorative policing where officers are trained to engage community through RP.
- Healing circles that both promote healing from individual trauma and strengthen intergenerational relationships.
- Collaborations that promote community-level strategies while rebuilding community social networks.
- Efforts to change the narrative about a community to reflect its assets and strengths.

The available research conducted both within the United States and internationally has found restorative justice is effective at reducing recidivism rates while improving victim satisfaction compared with traditional, adversarial court processes. For instance, a systematic review of programs in the United States, Australia, and the United Kingdom found restorative models decrease the risk of reoffending, especially for violent crimes. The researchers found restorative processes also benefit victims in multiple ways, including reducing post-traumatic stress symptoms, increasing satisfaction with the resolution of their case, and lessening the desire for violent revenge (Adler, 2011).

D. Program activities

Allowable Restorative Practice activities for funding include, but are not limited to:

- RP training and capacity building.
- Restorative practice capacity building focused training for youth and adult residents and community stakeholders and agreements to expand the volume of practitioners.
- Direct provision of RP:
 - Victim/offender mediation training
 - Peace/Healing circle facilitation
 - Family group conferencing
 - Citizen panels
 - Peer Juries; and

- Other experiential demonstrations of ways that restorative practices by individuals and communities can bolster resilience factors.

E. Performance metrics

Performance metrics for this initiative include, but not limited to:

1. Provide a minimum of 8 trainings to external partners and residents.
2. Train end users: 200 youth, 200 adults, and 10 stakeholders in RP practices.
3. Provide RP services to (at a minimum): 100 youth, 150 adults, and 10 stakeholders in RP practices.
4. Develop and routinely convene a 5 or more stakeholders (from each community area).
5. Demonstrate participation in a collective impact effort where data is shared and co-reported at the community level.
6. Deliver the range of RP services (detailed above).

Outputs

The desired outputs for this program include, but not limited to:

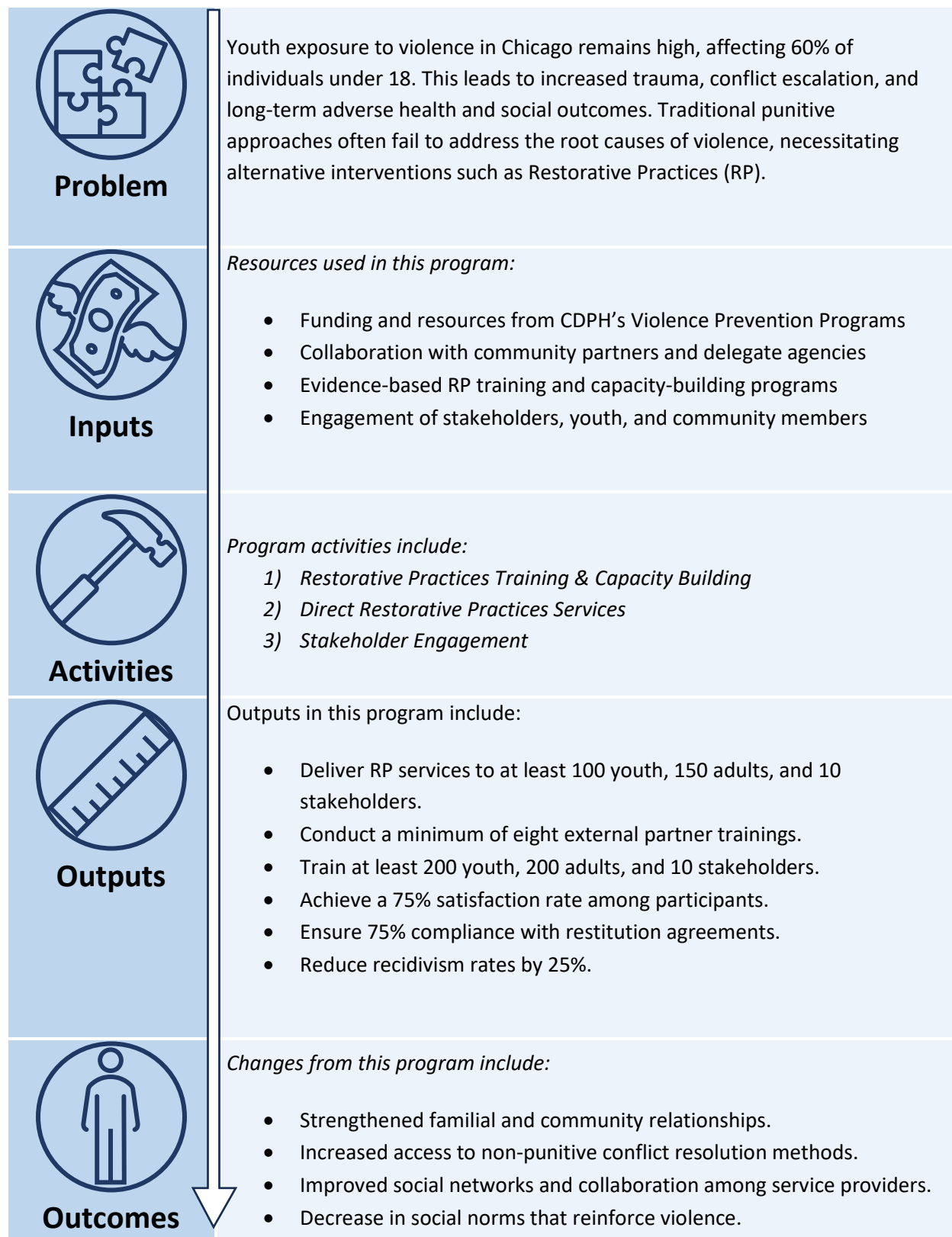
- 1) Reduction in youth violence
 - a) Anticipated Target: 10% reduction.
- 2) Reduction in community violence
 - a) Anticipated Target: 10% reduction.
- 3) Victim satisfaction rate
 - a) Anticipated Target: 75% satisfaction.
- 4) Offender satisfaction rate
 - a) Anticipated Target: 75% satisfaction.
- 5) Restitution compliance
 - a) Anticipated Target: 75% compliance.
- 6) Recidivism reduction:
 - a) Anticipated Targeting: 25% recidivism reduction.


Outcomes

The intended outcomes for this program include:

- 1) Improved social relationships, particularly intergenerational relations.
- 2) Improved social networks and sustained collaborations.
- 3) Decreased social norms that promote or encourage violence and unhealthy behaviors.
- 4) Increase in the promotion community-oriented positive social norms.
- 5) Increase sense of collective.

Figure 1. Program Logic Model



	<ul style="list-style-type: none"> • Increase in protective factors that promote long-term safety and well-being.
 <p>Impacts</p>	<p>The initiative aims to create a sustainable, trauma-informed approach to violence prevention in Chicago. By shifting from punitive methods to restorative justice, communities will experience reduced youth violence, enhanced collective efficacy, and long-term improvements in community safety and cohesion.</p>

F. Program requirements

Budget and Justification

The wages of the staff who are employed by the respondent and any agencies that will serve as subcontractors to the respondent must meet the City's minimum wage requirements found here [City of Chicago :: Minimum Wage](#). City of Chicago Department of Public Health strongly encourages Respondents to pay all employees a fair living wage. More information about calculating living wages can be found using the following link [Living Wage Calculator - Living Wage Calculation for Cook County, Illinois \(mit.edu\)](#).

Staff supported by this grant are NOT City of Chicago employees; they are employed by the agency/agencies. The respondent must list the salary and/or hourly rate of staff assigned to this grant. Staff are not permitted to serve as volunteers; they must be paid for their time worked, skill level, lived experience (if applicable), and their expertise in the field. The job description detailing the duties and responsibilities required will serve as guidance for the workflow and salary/hourly wage. Complete a program budget outlining all detailed expenses in its entirety for this proposal (e.g. salaries, program materials, travel reimbursement). The program budget cannot exceed the available funding amount indicated in Section III. Available Funding above.

G. Contract management and data reporting requirements

The Respondent must provide monthly and quarterly reports as required and data sharing as agreed upon; including but not limited to the following metrics:

- Number of restorative practice trainings, workshops, and coaching sessions to community members (ensure ability to document demographics – race, gender, age group, income level).
- Number of individuals trained and coached who go on to deliver RP “services” (ensure ability to document demographics – race, gender, age group, income level, where possible).
- Number of people who, once trained, go on to deliver RP “services” (ensure ability to document demographics – race, gender, age group, income level, where possible).
- Number of persons participating in RP activities such as peace circles, peer juries, peer mediation by race, ethnicity, and income level – clustered by age (youth vs. adults).

- Number of peer juries held.
- Number of peer mediation sessions held.
- Number of capacity building trainings to stakeholders/community organizations held.
- Number of collaborative/network meetings with community stakeholders and/or partners (and related outcomes).
- Number of social media promotion events and impressions across the contract term.
- Number of on time vouchering, reporting and budget utilization.

H. Application guidance for respondents

Successful candidates must provide:

- Well detailed description of the population to be served.
- Demonstrated need for the program in each of the communities to be served and currently providing related services in proposed communities.
- The applicant proposes to expand RP opportunities into one of the two (2) community clusters across the city:
 - WEST: serving in the East Garfield Park/West Garfield/North and South Lawndale/Austin communities or
 - SOUTH: serving Roseland/Auburn-Gresham/Chatham, Englewood and West Englewood communities
- Applicant is currently providing RP services in at least one of the communities within the cluster to be served.
- Description of the plan to adequately train and maintain program staff; job descriptions and appropriate resumes of currently hired staff.
- Applicant must be able to train, coach and support community members and stakeholders in RP practices. Demonstrate 2 or more years of existing knowledge and credentials as RP practitioners, circle keepers, and RP trainers.
- Provide four (4) letters of support required that specify training experience in RP practices.
 - Two letters should come from Chicago based organizations located in that describe the applicant's experience in providing RP trainings (since 2021) within the cluster of communities to be served
 - Two letters should come from Chicago based organizations located in and knowledgeable about the applicant's recent experience (since 2021) delivering RP services within the cluster of communities to be served.
- Description of participation in an established collaborative or network (currently addressing community and/or youth violence with at least four (4) organizational partners who are serving multiple high-risk communities to ensure RP training and service recruitment in multiple locations); one MOA agreement should demonstrate collaboration and coordination with existing RP providers.
- Plan to promote RP in social medial and local events.
- Commitment to develop, during the service term, no less than 4 Memoranda of Agreement (MOA) with partner agencies that demonstrate the applicant's experience and expertise.

- Detailed quality assurance/evaluation plan.
- Detailed sustainability plan and grants seeking goals to ensure viability beyond the award period.
- Detailed and accurate budget that denotes distribution of funds across the partnership and how expenses will be tracked and monitored for auditing and compliance (Administrative cost will not exceed 10% of total budget).
- Ability to ensure on time monthly reporting, vouchering and scheduled budget utilization.
- Monthly and Quarterly reports as required and data sharing as agreed upon.
- Existing capacity to track, monitor, and report on program metrics.

I. Anticipated term of contract and funding source

Up to \$400,000 will be available through this RFP for a one-year contract from January 1, 2026, to December 31, 2026. Based on need, availability of funds and performance, CDPH may extend this term for up to three additional years with each extension not to exceed one year. Continued support will be dependent upon the selected Respondent's performance and the continued availability of funding. This contract will operate on a reimbursement basis only. No advances will be given.

This initiative is administered by CDPH through Community Development Block Grant (CDBG) funds. Consequently, all guidelines and requirements of CDPH and the CDBG must be met. Additionally, all delegate agencies must comply with the Single Audit Act if applicable.

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

J. Anticipated awards for this program

Up to two successful applicants will be awarded for this program.

II. Section 2 – Eligibility, Evaluation and Selection Procedures

A. Eligible respondents

Eligible respondents must:

- Be a not-for-profit agency with a 501(c) 3 status
- Have an office located in the City of Chicago from which the agency offers services.
- Be in good standing with the City of Chicago
- Have the administrative, organizational, programmatic, information technology and fiscal capability to plan, develop, implement, and evaluate the proposed project. Agencies with a limited capacity to administer the fiscal responsibilities associated with their programs may choose to subcontract with a fiscal and reporting agency to provide administrative services.

B. Evaluation process

An Evaluation Committee made up of representatives from the Chicago Department of Public Health, other City, County or State Departments, and/or other community members may review and

evaluate the proposals in accordance with the evaluation criteria. The Evaluation Committee will review the Respondent's Proposal to determine overall responsiveness and completeness of the Proposal with respect to the components outlined as follows recommend either:

1. Phase I: Technical and Eligibility Review

CDPH will assess a Respondent's compliance with and adherence to the stated submission requirements in the RFP. Respondents that do not meet these eligibility requirements will **NOT** have their applications evaluated; incomplete applications will **NOT** be evaluated for this funding opportunity.

C. Selection criteria and basis of award

SELECTION CRITERIA	POINTS
<p><u>Community involvement</u></p> <ul style="list-style-type: none"> • Experience providing culturally competent services to clients in its service area, understanding of the needs and barriers to service of those specific communities, and ability to provide services to non-English speaking clients. • The Respondent's leadership reflects and engages the people of the communities it serves 	30
<p><u>Strength of proposed program</u></p> <ul style="list-style-type: none"> • The Respondent demonstrates the soundness of the program plan for service delivery, including use of established best practice and its ability to augment and expand current services. • Respondent must demonstrate the ability to support and organize Restorative Practices in specified community area(s). • Demonstrate a commitment to being a trauma informed organization. • Provided all necessary supplemental documents (letters of support, MOAs, ect.) 	30
<p><u>Performance management and outcomes</u></p> <ul style="list-style-type: none"> • The Respondent demonstrates evidence of strong past performance against desired outcome goals and performance metrics and/or other notable accomplishments in providing services to the target population • The Respondent has the relevant systems and processes needed to track and report performance on program outcomes • The Respondent has experience using data to inform/improve its services or practices • The Respondent has the relevant systems and processes needed to collect and store key participant and performance data 	15
<p><u>Organizational capacity</u></p> <ul style="list-style-type: none"> • The Respondent has qualified staff responsible for program oversight, management, and service delivery • The Respondent has adequate systems and processes to support monitoring program expenditures and fiscal controls 	15

<ul style="list-style-type: none"> • The Respondent has adequate Human Resources capacity to hire and manage staff • The Respondent has expertise working with the target population and has relevant capabilities and/or infrastructure needed to serve this group • The Respondent prepares staff with ongoing trainings on serving the target population in a culturally competent way • The Respondent's organization reflects and engages the people of the communities it serves 	
<p><u>Reasonable costs, budget justification, and leverage of funds</u></p> <ul style="list-style-type: none"> • The Respondent has the fiscal capacity to implement the proposed program • The Respondent leverages other funds and in-kind contributions to support total program and administrative cost (e.g., state, federal, foundation, corporate, individual donations) • The Respondent demonstrates reasonable implementation costs and funding requests relative to its financial and human resources. The proposed budget supports the proposed scope of work or work plan 	10

III. Section 3 - RFP and Submission Information

A. Pre-proposal In-person and Virtual Workshop

In-person Workshop:

Thursday, March 20, 2025 | 9:00 AM – 4:00 PM | Kennedy-King College, 6301 S. Halsted St, Chicago, IL

Monday, April 7, 2025 | 9:00 AM – 4:00 PM | Malcolm X College, 1900 W. Jackson Blvd, Chicago, IL

Virtual Workshop

Wednesday, March 26, 2025 | 9:30 AM – 4:00 PM | Virtual Session Microsoft Teams Meeting ID: 273 668 472 317 Passcode: LE3rg2Qs

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

[CDGA Workshop Registration](#)

B. The e-Procurement system

Proposals must be submitted via an online application. Emailed or faxed proposals will not be accepted. To complete an application for this RFP, applicants will need to set up an account in the new eProcurement/iSupplier system.

The Department of Procurement Services (DPS) manages the iSupplier registration process. All delegate agencies are required to register in the iSupplier portal at www.cityofchicago.org/eProcurement. All vendors must have a Federal Employer Identification Number (FEIN) and an IRS W9 for registration and confirmation of vendor business information.

1. New Vendors – Must register at www.cityofchicago.org/eProcurement. Registration in iSupplier is the first step to ensuring your agency's ability to conduct business with the City of Chicago and DPD. Please allow five to seven days for your registration to be processed.

2. Existing Vendors – Must request an iSupplier invitation via email. Include your Complete Company Name and City of Chicago customersupport@cityofchicago.org. Vendor/Supplier Number (found on the front page of your contract) in your email to You will then receive a response from DPS so you can complete the registration process. Please check your junk email folder if you have made a request and not heard back as many agencies have reported responses going their junk folder. To receive training about all aspects of the eProcurement system, register using the link below and include the name of the agency which you will represent. Training will cover eProcurement functions such as iSupplier registration and overview, responding to RFPs, creating invoices and reviewing / tracking payments.

For further eProcurement help use the following contacts:

- Questions on Registration: customersupport@cityofchicago.org
- Questions on eProcurement for Delegate Agencies including: CustomerSupport@cityofchicago.org or contact the eProcurement hotline at 312-744-4357 (HELP)
- Online Training Materials: <https://www.cityofchicago.org/city/en/depts/dps/isupplier/online-training-materials.html>

If you are having difficulty registering additional people, please refer to this handout:

https://www.cityofchicago.org/content/dam/city/depts/dps/isupplier/training/Vendor_Create_New_Ad_dress_and_Contact.pdf

Here is a link to all additional technical assistance videos and handouts:

<https://www.cityofchicago.org/city/en/depts/dps/isupplier/online-training-materials.html>

Additionally, respondents may e-mail CustomerSupport@cityofchicago.org to receive more specific advice and troubleshooting.

Respondents must submit an application for the request for proposal via eProcurement.

For this application, all answers to application questions are limited to 4,000 characters, including spaces and punctuation.

C. For Respondents wishing to submit more than one application to a RFP

Organizations submitting more than one proposal may do so by submitting each proposal under a separate, unique registered account user with online bidding responsibilities within the organization's iSupplier account, using their individual login information.

D. Contact person information

Respondents are strongly encouraged to submit all questions and comments related to the RFP via iSupplier Online Discussions. For answers to program-related questions, please contact:

Name: Marlita White

Title: Director of Administrative Services

Department: City of Chicago Department of Public Health

Telephone: 312-747-9396

Email: Marlita.White@cityofchicago.org

Questions regarding the iSupplier technical aspects of responding to this RFP may be directed to:

OBM: CustomerSupport@cityofchicago.org or 312-744-4357 (HELP)

E. Section 4 - 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 Brandie V. Knazze. 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. CDPH 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 Chicago Department of Public Health using the City's CDBG funds. Consequently, all guidelines and requirements of the Chicago Department of Public Health and the City of Chicago must be met. Additionally, all delegate agencies must comply with the Single Audit Act if applicable.

E. Insurance Requirements

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

A. INSURANCE REQUIRED FROM CONTRACTOR

1) Workers' Compensation and Employer's Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to

products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Contractor. Limits of not less than \$1,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Umbrella or Excess

Umbrella or Excess Liability Insurance must be maintained with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the Excess or Umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and Excess/Umbrella policies to satisfy the limits of liability required under Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

Insurance coverages that begin with "when," "if," or "where," are considered conditional, and it is the Contractor's responsibility to obtain the applicable coverage when performing such work, service, or operation as described in the conditional coverage paragraph(s). If it is determined that a conditional coverage is not initially applicable, it is the Contractor's continuing responsibility to update the insurance coverage as needed. If at any time, the Contractor or City determines that a conditional coverage is applicable, the Contractor shall not perform the work, service, or operation in connection with the contract until evidence of all applicable insurance coverage is provided to the City.

5) Sexual Abuse or Molestation (SAM) Liability (when applicable)

When applicable, if the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation for all employees for the actual or threatened abuse or molestation of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than \$1,000,000 per occurrence or claim with a \$2,000,000 aggregate limit.

The City and other entities as required by the City must be provided additional insured status on the CGL and SAM policies with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor's may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

6) Professional Liability (when applicable)

When any professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000 per claim. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Valuable Papers (when applicable)

When any plans, designs, drawings, specifications, media, data, records, reports, and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the re-creation and reconstruction of such records.

8) Blanket Crime (when applicable)

Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor at any given time under this Agreement.

9) Medical Professional Liability (when applicable)

Medical Professional Liability Insurance must be maintained or cause to be maintained, covering acts, errors, or omissions related to the supplying of or failure to supply medical services or health care services by healthcare professionals with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede commencement of medical services under this Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

10) Professional/Pharmacists Liability (when applicable)

When any, pharmaceutical services or other professional services are performed in connection with this Agreement, Professional/Pharmacists Liability Insurance must be maintained covering acts, errors, or omissions relating to the dispensing of drugs or pharmacy activities with limits of not less than \$5,000,000 per claim. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of the Services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

11) Property

Contractor is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned or used by Contractor.

B. Additional Requirements

Evidence of Insurance. Contractor must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any COI 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 COI are in compliance with all requirements of the Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions.

Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor 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.

Notice of Material Change, Cancellation or Non-Renewal. Consistent with State law, Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. See 215 ILCS 5/143.16 and 143.17(a). A copy of the physical endorsements must accompany the Certificate of Insurance for General Liability, Automobile Liability and Workers Compensation in order to comply with the insurance requirements.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of, and agrees to require their insurers to waive their rights of, subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City receives a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Agreement shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A-, Class VIII, unless otherwise approved by the City.

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

No Contribution by the City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Agreement.

Insurance not Limited by Indemnification. 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.

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation, Employers Liability and Professional Liability Insurance, and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. The Contractor is responsible for ensuring that each Subcontractor has named the City of Chicago as an additional insured where required, as well as specifically naming the City of Chicago as an additional insured on any endorsement form at least as broad and acceptable to the City. The Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, the Contractor must provide to the City Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Division 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.

Labor Peace Agreement Ordinance (MCC 2-112-205)

All respondents must agree to comply with the requirements of Section 2-112-205, *Essential service contracts*, of the Municipal Code of Chicago, as provided below in part:

(a) *Definitions*. For purposes of this section, the following definitions shall apply:

"Commissioner" means the Commissioner of Public Health, or the Commissioner's designee.

"Contract" means an agreement entered into between the City, through the Department of Public Health, and a Contractor to perform Essential Services.

"Contractor" means a person, as defined by Section 1-4-090(e), contracting directly with the City through the Department of Public Health to perform Essential Services, where the Contractor has 20 or more employees. "Contractor" does not include hospitals licensed pursuant to the Illinois Hospital Licensing Act, 210 ILCS 85, or any hospital affiliate as defined by the Illinois Hospital Licensing Act, 210 ILCS 85/10.8(b), or any hospital licensed pursuant to the University of Illinois Hospital Act, 110 ILCS 330.

"Employee" means those employees directly performing Essential Services under a Contract. The term "Employee" excludes employees who work for the Contractor, but do not provide Essential Services under the Contract, management or supervisory or other employees who do not enjoy a right to engage in strikes, work stoppages, or other concerted activities.

"Essential Services" means health and social services.

"Labor Peace Agreement" means an agreement between a Contractor and a labor organization that

(i) prohibits the labor organization and its members from engaging in work stoppages, boycotts, or any other activity that may interfere or hinder the performance of a Contract for the duration of the Contract; and

(ii) contains a means of resolving disputes between the Contractor and the labor organization.

(b) Terms of Contracts.

(1) The Commissioner, in the interest of preventing a disruption of Essential Services and protecting the City's financial and proprietary interest in the provision of such Essential Services, shall ensure that all Contracts that are entered into after the effective date of this section shall require:

(A) written notice be provided by the Contractor to the Commissioner administering the Contract, or the Commissioner's designee, within 72 hours of when the Contractor:

- (i) becomes aware of any threatened, imminent, or actual strike, work stoppage, or other concerted activity that may interfere or hinder the work performed by Employees;
- (ii) is informed that Employees seek to be represented by a labor organization, join a labor organization, or otherwise elect to self-organize for the purpose of engaging in concerted activity;
- (iii) receives a notice or announcement from a labor organization that it represents or seeks to represent the Employees; or
- (iv) enters into a Labor Peace Agreement, Collective Bargaining Agreement, or the expiration or breach of any such agreement.

(B) that the Contractor shall not prohibit, retaliate, or otherwise coerce Employees with respect to rights guaranteed by the First Amendment of the United States Constitution or any other rights afforded by federal or state laws.

(2) Within 90 days of subsection (b)(1)(A)(ii) or subsection (b)(1)(A)(iii) occurring, that the Contractor enter into a Labor Peace Agreement with the labor organization.

(c) The provisions of subsection (b) shall be material terms of any Contract entered into by the City, the breach of which by a Contractor shall be grounds to terminate or decline to renew the Contract.

(d) A Contractor is in compliance with this Section 2-112-205 if (1) the Contractor remains in compliance with subsection (b), or (2) the Contractor and the Employees have a collective bargaining agreement with a labor organization, or (3) no labor organization represents or seeks to represent the Employees.