

CITY OF CHICAGO



**REQUEST FOR PROPOSALS (RFP)
Bullying Prevention Project
RFP# 53652**

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

Questions concerning the RFP should be directed to:

Marlita White
Director of Administrative Services
Bureau of Behavioral Health
Chicago Department of Public Health
312-747-9396
marlita.white@cityofchicago.org

**BRANDON JOHNSON
MAYOR**

**DR. OLUSIMBO IGE
COMMISSIONER**

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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 CDPFH Healthy Chicago 2025 (HC 2025) policy agenda which is Chicago's five-year community health improvement plan to address racial and health fairness 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 fair access to resources, environments and opportunities that promote optimal health and well-being.

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

- Deconstructing racist systems – actively working to reframe and dismantle systems that perpetuate privilege.
- Trauma prevention and trauma-informed services – ensuring services address trauma and healing.
- Cultural responsiveness – ensuring services are culturally and linguistically appropriate; and
- Health fairness 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 a delegate to implement the Bullying Prevention Project (BP) which aligns with several strategies calling for improved interventions, enhances access to support, and improved community, public and provider awareness of interventions that make a difference.

This program hosts the Chicago Collaborative of Bullying and Suicide Prevention (CCBSP), which is a group of professional, government, community and subject matter expert stakeholders who are routinely convened to guide the prevention and promotion activities of the initiative.

C. Program goals

The Centers for Disease Control and Prevention (CDC) defines bullying as any “unwanted aggressive behaviors(s) by another person (youth, groups of youth, non-sibling, and non-dating partner) involving an actual or perceived power imbalance. These behaviors are repeated or thought to have the likelihood of being repeated. Bullying may occur in person or via the use of electronic media or devices.” CDC reports that “youth who report frequently bullying others and youth who report being frequently bullied are at increased risk for suicide-related behavior. Youth who report both bullying others and youth who report being bullied (bully-victims) have the highest risk for suicide-related behavior of any groups that report involvement in bullying”.

National statistics rank suicide (i.e., death caused by injuring oneself) as the 10th cause of death in the United States at 14.5 deaths per 100,000. According to the Illinois Department of Public Health (IDPH), suicide is the 3rd leading cause of death for adolescents, 10-19, in Illinois. IDPH also reports that youth who experience bullying, feel depressed, and experience dating violence (all three) are six times as likely to attempt death by suicide. The CDC and other violence prevention data indicate a relationship between these two serious public health problems with the goal of leveraging prevention efforts to reduce shared risk factors and increase protective factors.

The BP program is primarily focused on the following goals:

- To identify and promote best practices and coordinate existing programs to increase bullying prevention and response.
- To increase proven interventions and capacity building supports to benefit vulnerable residents and communities.

D. Program activities

The delegate agency program activities include, but are not limited to:

1. To identify, convene and engage relevant Chicago-serving providers and stakeholders to ensure that the CCBSP is a rallying point for planning, service coordination, capacity building, training and collaborations that reduce bullying and suicide risk factors.
2. To ensure involvement of youth, family and other underrepresented community voices engagement in Bullying prevention and response initiatives.
3. To maximize the use and sharing of data and research to support responsiveness to Bullying in Chicago.
4. To identify, adapt, and maximize the use of evidence informed materials and curricula for use in Chicago communities and with specific at-risk populations.
5. To expose residents (i.e., youth, family, and other vulnerable groups) and providers to relevant prevention and response strategies and intervention to reduce levels of bullying threats and occurrences.
6. To support access to mental health services and supports for those impacted by bullying incidents.

E. Performance metrics

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

1. Work with CDPH to develop and routinely convene the CCBSP with at least 5 (or more) stakeholders and at least one person representing the community perspective from the communities with the greatest need (they have been recommended). Note: CDPH reserves the right to work with the successful applicant to ensure that the program reaches the broadest array of communities disparately impacted by the burden of bullying and suicide.
2. Adapt and/or develop evidence-informed curricula that focus on bullying prevention and interventions and the links to the prevention of other risk areas. The curricula should address risks across age groups and vulnerable groups
3. Using available data and knowledge of the risk populations, the applicant will develop an annual calendar of training, detailing the registration process, and recruitment plan for staff and community (partners and residents) to ensure engagement in communities and populations with greatest needs. The community stakeholders may assist in further refining the curriculum over the course of the contract, as needed). Note: the program should ensure that access to trainings that are also available to a citywide audience.
4. End-user training: Train (at a minimum): 250 youth, 250 adults including bullying prevention providers on evidence-based intervention strategies.
5. Speakers' Bureau: Identify a set of partners to train and coach (at a minimum): 10 youth, 10 adults, and 2 CCBSP stakeholders and go on to deliver the curricula developed by the program to a new group of residents and leaders (youth and adults) to expand bullying prevention (document the reach and impact of the second generation of training activities). Second generation trainings should collect the same demographics, zipcode/community and participant feedback information.
6. Outreach: Support public awareness events to reach 200 persons, total (beyond the training audience).
7. Demonstrate participation in a collective impact effort where data is shared and co-reported at the community level and leveraged by city partners (DPH).
8. Document the promotion of local citywide bullying and suicide prevention services as identified by the awardee and partners.

Outputs

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

1. Training
 - a. participant satisfaction
 - i. Anticipated Target: 85% satisfaction
 - b. Participant reporting prospective behavioral change, post training
 - i. Anticipated Target: 70%.
 - c. Participant who experiences knowledge gain, post training
 - i. Anticipated Target: 70%
2. Additional possible outputs:

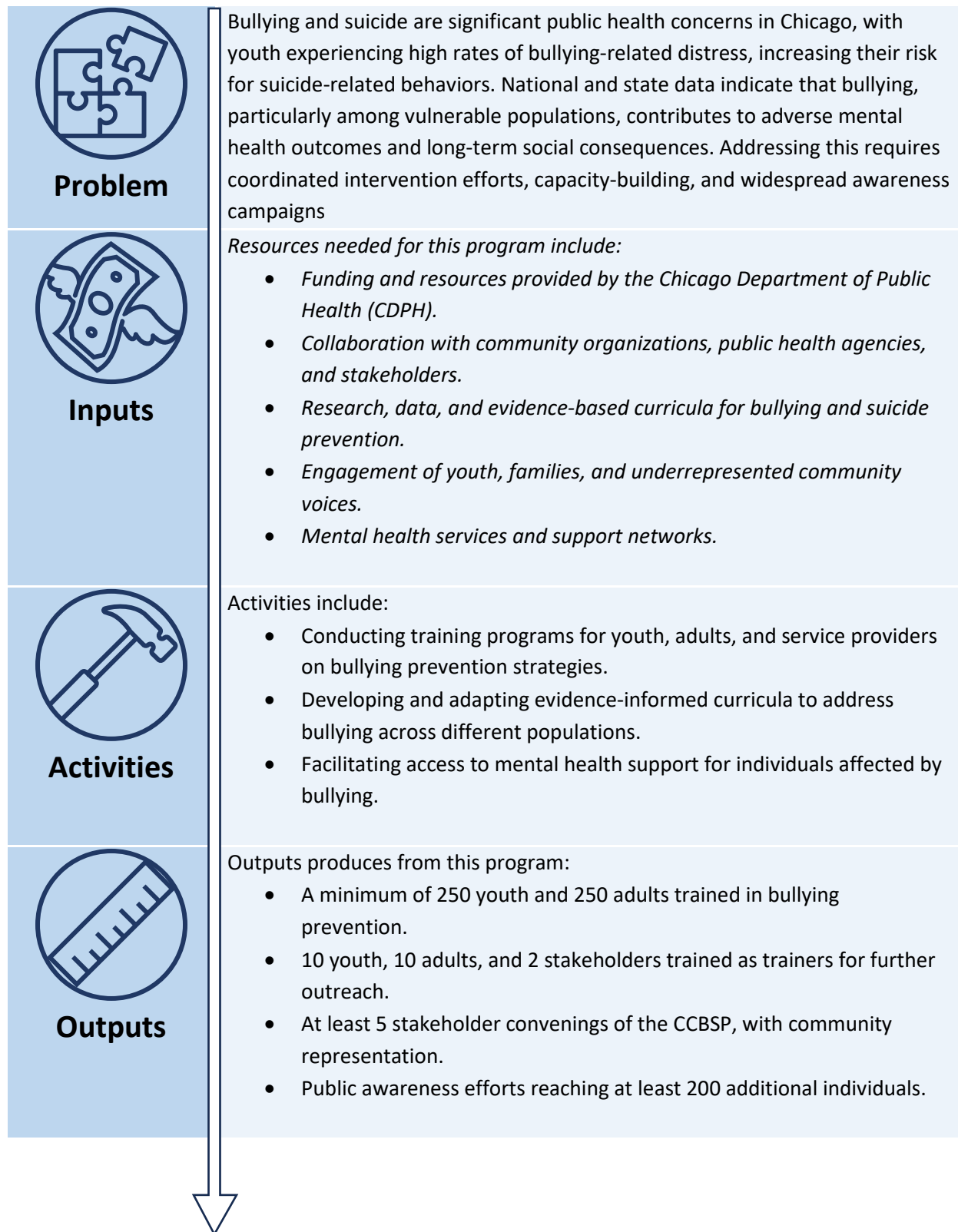
- a. Percent of individuals trained and coached who (as second-generation trainers) report using the designated training materials to broaden the reach of the program (new trainers ensure your ability to document demographics – race, gender, age group, income level, where possible).
 - i. Target: TBD
- b. Percent of trainees who report improving Bullying and/or Suicide Prevention “services” (ensure ability to document demographics – race, gender identity, age group, income level, of persons impacted by improved services, where possible).
 - i. Target: TBD



Outcomes

The intended outcomes for this program include:

- 1. Improve social relationships among persons.
- 2. Improve social networks and collaborations connected to bullying and suicide prevention and response.
- 3. Decrease social norms that promote or encourage bullying, violence and unhealthy behaviors.
- 4. Increase sense of collective efficacy and willingness to assist others.
- 5. Increase knowledge of risk and protective factors for youth, adults, and stakeholders.

Figure 1. Program Logic Model



 <p>Outcomes</p>	<p>Outcomes resulting from this program include:</p> <ul style="list-style-type: none"> • A minimum of 250 youth and 250 adults trained in bullying prevention. • 10 youth, 10 adults, and 2 stakeholders trained as trainers for further outreach. • At least 5 stakeholder convenings of the CCBSP, with community representation. • Public awareness efforts reaching at least 200 additional individuals. • Development and refinement of evidence-based training curricula. • Documented improvements in bullying and suicide prevention services.
 <p>Impacts</p>	<p>The impact this program will have include:</p> <ul style="list-style-type: none"> • Reduction in bullying-related distress and suicide risk among Chicago youth. • Increased community resilience and capacity to address bullying through education and intervention. • Long-term cultural and systemic shifts towards healthier social environments for youth. • Contribution to the broader goals of Healthy Chicago 2025, addressing racial and health inequities to reduce disparities in life expectancy and well-being.

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 Bullying Prevention focused trainings and program presentations offered to youth, parents, community members, faith leaders, providers, and others (ensure ability to document demographics – race, gender, age group, income level as well as zip code/community area). In-person and online training should include participant details to ensure appropriate reach into vulnerable communities, citywide.
- Number of persons participating on the Bullying collaborative and the titles and sessions provided.
- Number of persons reached in prevention public awareness activities – clustered by age (youth vs. adults) and other key indicators (mentioned above).
- Number of capacity building trainings to stakeholders/community organizations held (administrative and/or governance).
- Number of CCBSP collaborative members (sectors represented).
- Number of collaborative/network meetings with community stakeholders and/or partners sharing their program data.
- Establish the CDPH webpage for the program and track the number of social media and web engagement/impressions.
- Number of referral partners identified.
- Number of persons referred to partners for clinical (or other) supports

H. Application guidance for respondents

Successful candidates must provide:

- A description of the population(s) to be served as informed by their understanding of national and Chicago facing data on bullying risk and vulnerable populations. demonstration of the communities to be prioritized.
- A detailed plan to conduct outreach and identify subject matter experts as CCBSP stakeholders and how each of the proposed communities will be strengthened by the program.
- Evidence of at least two years of successful experience convening strategic partners and two years for success providing bullying prevention education and intervention.
- Sufficient staffing to manage the program (roles must be defined); job descriptions and appropriate resumes of currently hired staff.
- Description of the plan to adequately train program staff in titles including Trauma Informed Care, CDC coursework on Bullying/Suicide Prevention or other evidence-based content, Motivational Interviewing and related coursework to prepare the program staff to be successful. Description of participation in an established collaborative or network (currently addressing bullying prevention with organizational partners who serve multiple high-risk communities to ensure competency, training, and effective training recruitment in multiple locations).

- Program design that reaches the intended audience and addresses the intended goals; work plan must be attached.
- Describe the ability to train, coach, and support community members and stakeholders in Bullying prevention to reduce risk factors, increase protective factors and promote resiliency.
- Provide four (4) letters of support that document past experience in either delivering training on Bullying prevention. The letter should reflect agency letterhead of the organization supplying the letter.
 - Two letters should come from Chicago based organizations who can discuss their experience receiving training and the type of audience(s) in attendance.
 - One letter of support should come from a Chicago-based partner agency detailing the applicant's experience and expertise in convening partnerships and achieving mutual goals.
 - One letter of support should come from a Chicago-based partner agency detailing the applicant's experience delivering BP services with victims, and/or other vulnerable groups.
- Detail a plan to promote bullying prevention in social media and at local community events including summer planning efforts by CDPH.
- Detail a commitment to establish, once funded, at least five (5) Memoranda of Agreement (MOA) with agencies to participate on the CCBSP (if awarded).
- Demonstrate willingness to collaborate with Healthy Chicago planning and other CDPH and City funded initiatives and describe how your agency and/or programming aligns with the Healthy Chicago 2025 guiding principles. CDPH delegates and their sub-contractors are expected to integrate these principles into organizational policy and practice.
- Detail a plan to conduct ongoing data analysis and evaluation to ensure that the program is operating as designed via continuous quality improvement.
- Detail plans to sustain the program beyond the award period.
- Describe and attach accurate and sufficiently detailed budget that denotes 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.
- Ability to ensure Monthly and Quarterly reports as required and data sharing as agreed upon and the submission of a Year End Report (to be further defined by CDPH).
- Existing capacity to track, monitor, and report on program metrics, staff time and program materials and other purchases.

I. Anticipated term of contract and funding source

Up to \$100,000 will be available through this RFP with a 1-year contract(s) 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**

One successful applicant will be awarded for this program.

II. Section 2 – Eligibility, Evaluation and Selection Procedures

A. **Eligible respondents**

- Respondents eligible for this funding opportunity must meet the following criteria:
- 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
<u>Community involvement</u> <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 train, coach and support community members and stakeholders in Bullying prevention to reduce risk factors and increase protective factors. • Demonstrate a commitment to being a trauma informed organization. • Provided all necessary supplemental documents (letters of support, MOAs, ect.) 	<p>30</p>
<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 	<p>15</p>
<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 • 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>15</p>
<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 	<p>10</p>

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_Address_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)

IV. 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.