

**AMENDMENT NO. 1**

This Amendment modifies Contract No. 1341-12959, for Job Training Internship Program by and between the County of Cook, Illinois, herein referred to as "County" and Year Up, Inc., authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

**RECITALS**

Whereas, the County and Contractor have entered into a Contract approved by the Chief Procurement Officer on October 18, 2013 (hereinafter referred to as the "Contract"), wherein the Contractor is to provide a Job Training Internship Program (hereinafter referred to as the "Services") from July 29, 2013 through January 31, 2015, in an amount not to exceed \$100,000; and

Whereas, the contract will expire on January 31, 2015, and the agreed upon services are still required, and

Whereas, an extension is desired for the continuation of Services; and

Whereas, an increase in the amount of \$73,000.00 is required for the continuation of Services; and

Whereas, the County and Contractor desire to renew the Contract for twelve months beginning on February 1, 2015 through January 31, 2016; and

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is renewed through January 31, 2016.
2. The Contract is increased by \$73,000.00 and the Total Contract Amount is revised to \$173,000.00.
3. This Contract is hereby amended to incorporate Attachment A and made part of the Contract.
4. Section GC-06 Payment, of the Agreement is deleted in its entirety and is revised as follows:

"All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

*N/A*

M/WBE Firm: \_\_\_\_\_

Certifying Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

FEIN #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Contract #: \_\_\_\_\_

Participation:     Direct         Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No     Yes - Please attach explanation.        Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

\_\_\_\_\_  
\_\_\_\_\_

*(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

\_\_\_\_\_  
Signature (M/WBE)

\_\_\_\_\_  
Signature (Prime Bidder/Proposer)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Subscribed and sworn before me

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

SEAL

SEAL

**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

- FULL MBE WAIVER       FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- \_\_\_\_\_ % of Reduction for MBE Participation  
\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain) *AS a non-profit organization, we do not*

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

*have an owner and so cannot become a w/MBE. However, as a program benefitting low-income urban young adults, approximately 85% of the beneficiaries are non-white, and Chicago leadership is African-American.*

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

## CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

### B. BID-RIGGING OR BID ROTATING

**THE UNDERSIGNED HEREBY CERTIFIES THAT,** *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

### C. DRUG FREE WORKPLACE ACT

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

**D. DELINQUENCY IN PAYMENT OF TAXES**

*THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq).

**F. ILLINOIS HUMAN RIGHTS ACT**

*THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

**H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
	n/a

**2. LOCAL BUSINESS PREFERENCE DISCLOSURE: CODE, CHAPTER 34, SECTION 34-151(p):**

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes:  No:

b) If yes, list business addresses within Cook County:

223 W. Jackson, Ste 400  
Chicago, IL 60606

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes:  No:

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

- Applicant has no "substantive owner".

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_

\_\_\_\_\_  
**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

OR:

- b)  The Undersigned owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

\_\_\_\_\_  
\_\_\_\_\_

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

**Note: The above information is subject to verification prior to the award of the contract.**

# COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

### Identifying Information:

Name Year Up D/B/A: \_\_\_\_\_ EIN NO.: 04-3534407

Street Address: 223 W. Jackson Blvd

City: Chicago State: IL Zip Code: 60606

Phone No.: 312/726-5300

### Form of Legal Entity:

- Sole Proprietor  Partnership  Corporation  Trustee of Land Trust
- Business Trust  Estate  Association  Joint Venture
- Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
	n/a	

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
	n/a	

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ ] No  
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
	n/a		

**Declaration (check the applicable box):**

I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Name of Authorized Applicant/Holder Representative (please print or type)

Dorothy Dismore  
Signature

dredismore@yearup.org  
E-mail address

Title

Director of Cop Partnership  
2/3/2015  
Date

312/726-5300  
Phone Number

Subscribed to and sworn before me this 3 day of Feb 2015

My commission expires: 11.16.2015

[Signature]  
Notary Public Signature

Notary Seal





## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: [http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### **DEFINITIONS:**

*"Calendar year"* means January 1 to December 31 of each year.

*"Doing business"* for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

*"Familial relationship"* means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- |           |                   |                |
|-----------|-------------------|----------------|
| ▪ Parent  | ▪ Grandparent     | ▪ Stepfather   |
| ▪ Child   | ▪ Grandchild      | ▪ Stepmother   |
| ▪ Brother | ▪ Father-in-law   | ▪ Stepson      |
| ▪ Sister  | ▪ Mother-in-law   | ▪ Stepdaughter |
| ▪ Aunt    | ▪ Son-in-law      | ▪ Stepbrother  |
| ▪ Uncle   | ▪ Daughter-in-law | ▪ Stepsister   |
| ▪ Niece   | ▪ Brother-in-law  | ▪ Half-brother |
| ▪ Nephew  | ▪ Sister-in-law   | ▪ Half-sister  |

*"Person"* means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract; the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights."

5. The attached Economic Disclosures Statement form is incorporated and made a part of this Contract.
6. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 1 to be executed on the date and year last written below.

County of Cook, Illinois

Year Up Inc.

By:   
Chief Procurement Officer

  
Signed

By: N/A  
State's Attorney (when applicable)

Gerald Chertavian  
Type or print name

Founder & CEO  
Title

Date: 27 March 2015

Date: 3/16/15

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person\* doing business\** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships\** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: na no Title: \_\_\_\_\_  
owners

Business Entity Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Entity Address: \_\_\_\_\_

\_\_\_\_\_ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

[Signature]  
Owner/Employee's Signature Date 2/3/2015

Subscribe and sworn before me this 3<sup>rd</sup> Day of Feb, 2015

a Notary Public in and for Cook County

[Signature]  
(Signature)

NOTARY PUBLIC "OFFICIAL SEAL" My Commission expires 11.16.2015  
SEAL S. SHAH  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/16/2015

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

**Cook County Board of Ethics**  
69 West Washington Street,  
Suite 3040  
Chicago, Illinois 60602

**SIGNATURE BY A CORPORATION**  
**(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Year Up

BUSINESS ADDRESS: 45 Milk St  
Boston, MA 02109

BUSINESS TELEPHONE: 617/542-1533 FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: Doc Dinsmore

FEIN: 01-3534407 \*IL CORPORATE FILE NUMBER: \_\_\_\_\_

LIST THE FOLLOWING CORPORATE OFFICERS: Gerald Chertkovic Founder & CEO

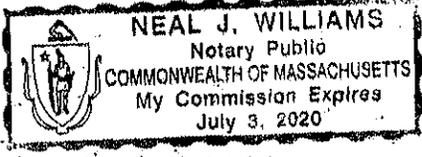
PRESIDENT: Garnett M. Moran VICE PRESIDENT: N/A

SECRETARY: Peter Handrick TREASURER: Timothy Dibble

\*\*SIGNATURE OF PRESIDENT: Gerald Chertkovic

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
19 day of February, 2015



My commission expires:

X [Signature]  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

\* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

\*\* In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

Year Up  
45 Milk Street, 9th Floor  
Boston, MA 02109  
(617) 542-1533  
www.yearup.org



February 12, 2015

To whom it may concern:

I, Susan Meehan, the duly elected Chief Operating Officer of Year Up, Inc., hereby certify that the attached are the true, correct, and currently in effect Bylaws of Year Up, Inc. In accordance with Article VII – Miscellaneous Provisions, Section 3. Execution of Instruments, Gerald Chertavian, Chief Executive Officer is authorized to execute this document and I, Susan Meehan, am authorized to attest.

Please let me know if you have any questions.

Thanks,

A handwritten signature in cursive script that reads "Susan Meehan".

Susan Meehan

Chief Operating Officer

**LATHAM & WATKINS LLP**

July 1, 2013

Stephanie Emerich  
The Non-Profit Organizations / Public Charities Division  
Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

John Hancock Tower, 20th Floor  
200 Clarendon Street  
Boston, Massachusetts 02116  
Tel: +1.617.648.6000 Fax: +1.617.648.6001  
www.lw.com

**FIRM / AFFILIATE OFFICES**

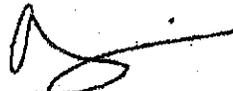
Abu Dhabi	Milan
Barcelona	Moscow
Beijing	Munich
Boston	New Jersey
Brussels	New York
Chicago	Orange County
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Düsseldorf	Rome
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Hong Kong	Shanghai
Houston	Silicon Valley
London	Singapore
Los Angeles	Tokyo
Madrid	Washington, D.C.

Re: Amended Bylaws of Year Up, Inc.

Dear Ms. Emerich:

I am writing on behalf of Year Up, Inc. ("Year Up"), to provide a copy of the Amended and Restated Bylaws of Year Up, adopted by the Board of Directors on June 6, 2013. Should you have any questions or require any additional information, please do not hesitate to contact me at (617) 948-6042 or amy.feinman@lw.com.

Best regards,



Amy Feinman  
Latham & Watkins LLP

Enclosure

cc:

Natasha Jamal, Board Liaison  
Year Up - National  
Office Address: 133 Federal St., 11th Floor, Boston MA 02110  
Mail Address: 93 Summer St., 5th Floor, Boston, MA 02110  
Phone: 617-542-1533 ext. 1091

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**YEAR UP, INC.**

**Incorporated under the laws  
of the Commonwealth of Massachusetts**

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**AMENDED AND RESTATED BYLAWS**

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**As adopted on June 6, 2013**

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AMENDED AND RESTATED BYLAWS  
OF

YEAR UP, INC.

ARTICLE I - THE CORPORATION

1. Name. The name by which the Corporation shall be known is Year Up, Inc. (the "Corporation"). These Bylaws, the powers of the Corporation and of its Directors and officers, and all matters concerning the conduct and regulation of the affairs of the Corporation, shall be subject to such provisions in regard thereto, if any, as are set forth in the Articles of Organization as from time to time in effect.

2. Purpose. The Corporation is a corporation organized under Chapter 180 of the Massachusetts General Laws for the purposes enumerated in its Articles of Organization, as they may be amended from time to time. Notwithstanding any other provisions of these articles, the organization is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and shall not carry on any activities not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Code or corresponding provisions of any subsequent law. The principal office of the Corporation in the Commonwealth of Massachusetts shall be located at the place set forth in the Articles of Organization of the Corporation, as may be changed from time to time in accordance with applicable law. The Directors of the Corporation may change the location of the principal office in the Commonwealth of Massachusetts effective upon the filing of a certificate with the Secretary of the Commonwealth of Massachusetts.

ARTICLE II - MEMBERSHIP

1. Members. Pursuant to Section 3 of Chapter 180 of the Massachusetts General Laws, the Corporation shall have no members, and any action or vote permitted or required under Chapter 180 of the Massachusetts General Laws to be taken by the members of the Corporation shall be taken by action or vote of the same percentage of the Directors of the Corporation.

2. Participation by Advisors. The Board of Directors may, from time to time, designate certain persons or groups of persons as advisors, friends, sponsors, or contributors of the Corporation or may designate such persons by such other title as the Board deems appropriate. Notwithstanding any such designation, however, such persons shall have no other rights with respect to the Corporation.

ARTICLE III - BOARD OF DIRECTORS

1. Powers. The Board of Directors shall have general management and control over all of the property, affairs and funds of the Corporation and shall exercise all of the powers of the Corporation, except as otherwise provided by law, the Articles of Organization or these Bylaws. The Directors may determine their own compensation and duties in addition to those prescribed by the Bylaws, as well as the compensation and duties of all officers, agents, and employees of the Corporation.

2. Composition. The Board of Directors shall consist of no less than three (3) Directors, such number of Directors to be fixed by vote of the Directors. The Directors shall be divided into three classes of approximately equal size, the term of one class expiring each year. At each annual meeting of the Directors, the Directors shall elect for a term of three years the appropriate number of successors to the class whose term is then expiring, and they may also elect additional Directors to other classes to the extent necessary to maintain approximate equality in size among the classes.

3. Chairman of the Board. The Board of Directors may appoint from its members a Chairman of the Board and a Vice Chairman of the Board, neither of whom need be an employee or officer of the Corporation. If the Board of Directors appoints a Chairman of the Board, such Chairman shall perform such duties and possess such powers as are assigned by the Board of Directors. If the Board of Directors appoints a Vice Chairman of the Board, such Vice Chairman shall perform such duties and possess such powers as are assigned by the Board of Directors. Unless otherwise provided by the Board of Directors, the Chairman of the Board or, in the Chairman's absence, the Vice Chairman of the Board, if any, shall preside at all meetings of the Board of Directors.

4. Tenure. Each Director shall hold office for the term of the class to which he is elected and until his successor is elected and qualified, or until he sooner dies, resigns, is removed or becomes disqualified.

5. Resignation and Removal. A Director may resign by delivering his resignation in writing to the Corporation at its principal office or to the President or the Clerk of the Corporation. Such resignation shall be effective upon its receipt or upon such date (if any) as is stated in such resignation, unless otherwise determined by the Board. A Director may be removed from office at any time, with or without cause, by vote of a majority of the Directors present at a special meeting at which there is a quorum called for that purpose. A Director may be removed for cause only if notice of such action shall have been given to all of the Directors prior to the meeting at which such action is to be taken and if the Director so to be removed shall have been given reasonable notice and opportunity to be heard before the body proposing to remove him.

6. Vacancies. Any vacancy in the Board of Directors, including a vacancy resulting from the enlargement of the Board, may be filled by the Directors by vote of a majority of the remaining Directors present at a meeting of Directors at which a quorum is present or by appointment of all of the Directors if less than a quorum shall remain in office. Each such Director elected to fill a vacancy for the unexpired term of the Director whom he replaced shall hold office until a successor is elected and qualified, or until his earlier death, resignation or removal. The Directors shall have and may exercise all of their powers notwithstanding the existence of one or more vacancies in their number.

7. Enlargement or Decrease in Number of the Board. The number of members of the Board of Directors may be increased or decreased at any meeting of Directors by a vote of a majority of all Directors presently in office; provided that the number of Directors may only be decreased to eliminate vacancies resulting from the death, resignation, removal or disqualification of one or more Directors.

8. Regular Meetings. The Board of Directors shall hold a regular meeting each year for the election of officers and the conduct of other business. Other regular meetings of the Directors may be held at such places and at such times as the Directors may determine.

9. Special Meetings. Special meetings of the Board of Directors may be held at any time and at any place when called by the President, the Clerk, or by two or more Directors.

10. Notice of Meetings. Except as otherwise provided by law, notice of each meeting of the Board of Directors shall be given to each Director by mail, telephone, electronic transmission or in person not less than forty-eight hours before the meeting. Whenever notice of a meeting is required, such notice need not be given to any Director if a written waiver of notice, executed by him (or his attorney duly authorized) before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting the lack of notice before the meeting commences. Neither such notice nor waiver of notice need specify the purposes of the meeting, unless otherwise required by law, the Articles of Organization or these Bylaws.

11. Actions of Board of Directors With and Without a Meeting. When a quorum is present at any meeting of the Directors, a majority of the Directors present shall decide any question, including the election of officers, unless otherwise provided by law, the Articles of Organization, or these Bylaws. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if all of the Directors consent to the action in writing (which shall include electronic transmission) and the written consents are filed with the records of the meetings of the Board of Directors. Such consents shall be treated for all purposes as a vote at a meeting. Directors or members of any committee designated by the Directors may participate in a meeting of the Directors or such committee by means of a conference telephone or similar communications equipment, provided that all persons participating in the meeting can hear each other at the same time; in such event, participation by such means shall constitute presence in person at a meeting.

12. Quorum. At any meeting of the Board of Directors, a majority of the Directors then in office shall constitute a quorum. Each Director shall have one vote. Any meeting may be adjourned by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

13. Board Committees. A majority of Directors present at any meeting at which there is a quorum may elect or appoint one or more committees (including but not limited to an Executive Committee) and may delegate to any such committee or committees any or all of their powers except for such those powers enumerated in Section 55 of Chapter 156B, provided that any committee to which the powers of the Directors are delegated shall consist solely of Directors, and no committee shall have the power to take any action that could not be taken by the Directors. Unless the Directors otherwise determine, an Executive Committee elected by the Directors shall have the power to act for the full Board of Directors on all matters between meetings of the Directors, except for such matters as are specified in Section 55 of Chapter 156B. Unless the Directors otherwise designate, committees shall conduct their affairs in the same manner as is provided in these Bylaws for the Directors. Each committee shall keep

minutes of its proceedings and report from time to time to the Board of Directors. The members of any committee shall remain in office at the pleasure of the Board of Directors.

14. Emeritus Trustees. The Directors may designate any person or persons as an Emeritus Trustee to serve in such capacity for a period of time as the Directors may specify. An Emeritus Trustee shall have no right to vote, but may have other rights and privileges as the Directors may from time to time specify.

#### ARTICLE IV - OFFICERS

1. Enumeration. The officers of the Corporation shall consist of a President, a Treasurer and a Clerk, or such other officers having other titles but having the powers of President, Treasurer and Clerk as the Board of Directors may determine. The Corporation may have such other officers and assistant officers as the Board of Directors may determine, including without limitation a Chairman of the Board and one or more Vice-Presidents, Assistant Treasurers and Assistant Clerks. Any two or more offices may be held by the same person, except that the President and the Clerk shall not be the same person. An officer may but need not be a Director of the Corporation.

2. Election. The President, Treasurer, and Clerk shall be elected annually by the vote of a majority of the members of the Board of Directors present at the annual meeting of the Board of Directors. Other officers also may be elected by the vote of a majority of the members of the Board of Directors present at any meeting at which there is a quorum.

3. Tenure. Except as otherwise provided by law, the Articles of Organization or these Bylaws, the President, Treasurer, Clerk and all other officers shall hold office until the next annual meeting of the Board of Directors and thereafter until their successors are elected and qualified.

4. Resignation and Removal. An officer may resign by delivering his resignation in writing to the Corporation at its principal office or to the President or the Clerk of the Corporation. Such resignation shall be effective upon receipt or upon such date (if any) as is stated in such resignation, unless otherwise determined by the Board. The Board of Directors may remove any officer with or without cause by a vote of a majority of the Directors present at a meeting of the Board of Directors called for that purpose at which there is a quorum. An officer may be removed for cause only if notice of such action shall have been given to all of the Directors prior to the meeting at which such action is to be taken and if the officer so to be removed shall have been given reasonable notice and opportunity to be heard before the Board of Directors.

5. Vacancies. A vacancy in any office may be filled by vote of a majority of the Directors at any meeting of Directors at which a quorum is present or by appointment of all of the Directors if less than a quorum of Directors shall remain in office. Each such successor shall hold office for the unexpired term of his predecessor and in the case of the President, Treasurer and Clerk, until his successor is chosen and qualified, or in each case until he sooner dies, resigns, is removed, or becomes disqualified.

6. President. Unless otherwise determined by the Board of Directors, the President shall be the chief executive officer of the Corporation. The President (who, as appropriate, may also be called the Chief Executive Officer) shall have, subject to oversight by the Directors, general supervision and control of the affairs and business of the Corporation and shall perform all duties and have all powers that are commonly incident to the office of the chief executive or that are delegated to such officer by the Board of Directors. The President shall have such other powers and duties as may be vested in him by the Board of Directors. Unless otherwise determined by the Board, at each annual meeting of the Directors, the President shall submit a report of the operations of the Corporation for such year and a statement of its affairs, and shall from time to time report to the Board all matters within his knowledge which he believes the interests of the Corporation require to be brought to its notice. In the event of the absence, inability or refusal to act of the President, the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the President and when so performing such duties shall have all the powers of and be subject to all the restrictions upon the President.

7. Vice President. The Vice President (if any), or if there shall be more than one, the Vice Presidents in the order determined by the Directors, shall perform such duties and possess such powers as the Board of Directors or the President may from time to time prescribe. The Board of Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

8. Chief Operating Officer. The Board of Directors may elect a Chief Operating Officer. Subject to the oversight of the Directors and the supervision, control and authority of the President, the Chief Operating Officer shall supervise, manage and control the general day-to-day administration of the affairs and business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. In the absence, inability or refusal of the President to act, and in the absence, inability or refusal of the Vice President(s), if any, to act, the Chief Operating Officer shall perform the duties and may exercise the powers of the President, unless and until the Board of Directors appoints another officer to perform the duties of the President.

9. Treasurer. The Treasurer shall be the chief financial officer and the chief accounting officer of the Corporation. The Treasurer shall, subject to oversight by the Directors, maintain general supervision over the financial affairs of the Corporation, including its long-range financial planning. The Treasurer shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation, and shall deposit all moneys and other valuable effects of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board of Directors may designate. The Treasurer shall keep proper books of accounts and other books showing at all times the amount of the funds and other property of the Corporation, all of which books shall be open at all times to the inspection of the Board of Directors. Unless otherwise determined by the Board, the Treasurer shall prepare a yearly report on the financial status of the Corporation to be delivered at the annual meeting. He or she shall perform all duties incident to the office of Treasurer, and such other duties as shall from time to time be assigned by the Board of Directors. The Treasurer shall also prepare or oversee all filings required by the Commonwealth of Massachusetts, the Internal Revenue Service, or other federal and state agencies. The Board of Directors may also appoint an

## **Statement of Work**

### **Organization Background**

Year Up is a one-year workforce development program for urban young adults ages 18-24. Our mission is to close the Opportunity Divide – the gap between those who have access to education, resources, and living-wage employment, and those who do not – by providing disconnected young adults with the skills, experience, and support needed for them to reach their potential. We achieve this mission through a high support, high expectation model that combines marketable job skills, stipends, internships, and college credits. Our holistic approach addresses students' professional and personal development so that these young adults begin on a viable path to economic self-sufficiency.

Started in Boston in 2002, Year Up opened in Chicago in 2010 and currently operates in 13 sites across the country. Locally, Year Up primarily serves low-income students from the South, West, Southwest, and Southeast sides of the city, along with growing percentages from suburban Cook County communities.

### **Need**

64 percent of all jobs in Illinois will require some postsecondary education by 2018 (Georgetown University Center on Education & Workforce, 2010). In fact, Illinois ranks twelfth among all states in the proportion of its 2018 jobs that will require postsecondary education (Carnevale, Help Wanted, 2010). Meanwhile, an estimated 67,000 youth ages 18-24 in the Chicago area are disconnected from the economic mainstream – they are neither employed nor enrolled in postsecondary education (Annie E. Casey Foundation's Kids Count data center, 2012). Faced with daunting barriers, without support to continue their education or gain relevant job skills, these young adults struggle to find stable, livable-wage employment and to become self-sufficient over the long-term. Meanwhile, employers are faced with their own crisis in the labor market as they lack access to a skilled workforce able to meet the growing demands of our global economy. Year Up addresses the needs of both groups of stakeholders by connecting young adults who need opportunities to employers who need talent.

### **Program and Service Description**

Our program combines hands-on education and training with full-time internships that provide young people with real-world experience, all in preparation for their moving into a professional career. Year Up is a one-year program with new cohorts of students beginning the program twice each year, in March and September. During the first six months, students are enrolled in rigorous academic training targeted at developing their professional, business communication, and technology skills. Through a partnership with City Colleges of Chicago, students earn up to 18 college credits. The second half of the program is an opportunity for students to apply the skills they learned in the classroom and gain valuable professional experience during a full time

Assistant Treasurer who shall, in the absence, inability or refusal to act of the Treasurer, perform the duties of the Treasurer and such other duties as may be delegated thereto by the Treasurer or Board of Directors.

10. Clerk. The Clerk (who may also be called the Secretary) shall be a resident of the Commonwealth of Massachusetts, unless the Corporation has designated a resident agent in the manner provided by law. The minutes and records of all meetings of the Directors shall be prepared and maintained by the Clerk. The Clerk shall keep such minutes and records within the Commonwealth at the principal office of the Corporation or the office of the Clerk or its resident agent. Such minutes and records shall also contain records of all meetings of the incorporators and the original or attested copies of the Articles of Organization and these Bylaws and the names of all Directors and the addresses of each such person. The Clerk shall have such other powers and shall perform such other duties as the Directors may from time to time prescribe. In the absence of the Clerk from any meeting, a temporary Clerk shall be appointed by the President and shall exercise the duties of the Clerk at the meeting. The Board of Directors may also appoint an Assistant Clerk who shall, in the absence, inability or refusal to act of the Clerk, perform the duties of the Clerk and such other duties as may be delegated thereto by the Clerk or Board of Directors.

11. Other Powers and Duties. Each officer shall have, in addition to the powers and duties specifically set forth in these Bylaws, such powers and duties as are customarily incident to his office, and such powers and duties as the Directors may from time to time designate.

#### ARTICLE V - ADVISORY BODIES

The Board of Directors may authorize the establishment of national, regional, and/or local advisory bodies on terms to be established by the Board of Directors. No advisory body shall have legal authority to act for the Corporation, shall have liability for acts of the Corporation or shall owe fiduciary duty to the Corporation.

#### ARTICLE VI - AMENDMENTS

These Bylaws may be amended by a majority of the members of the Board of Directors present at any meeting of the Board of Directors at which a quorum is present, provided that the substance of any proposed amendment is stated or summarized in the notice of such meeting. Any Bylaw amendment adopted by the Directors may be further amended or repealed provided that no such amendment or repeal shall be retroactive.

#### ARTICLE VII - MISCELLANEOUS PROVISIONS

1. Fiscal Year. Except as otherwise determined by the Directors, the fiscal year of the Corporation shall end on December 31st each year.

2. Seal. The Corporation may have a seal in such form as the Directors may adopt and alter from time to time.

3. Execution of Instruments. All checks, deeds, leases, transfers, contracts, bonds, notes and other obligations authorized to be executed by an officer of the Corporation on its

behalf shall be signed by the President, Chief Operating Officer, Treasurer, Secretary or other duly elected officer of the Corporation, except as the Directors may generally or in particular cases otherwise determine. A certificate by the Clerk or an Assistant Clerk, or a temporary Clerk, as to any action taken by the Board of Directors or any officer or representative of the Corporation shall as to all persons who rely thereon in good faith be conclusive evidence of such action.

4. Transactions with Interested Parties. In the absence of fraud, no contract or other transaction between this Corporation and any other corporation or any firm, association, partnership or person shall be affected or invalidated by the fact that any Director or officer of this Corporation is pecuniarily or otherwise interested in, or is a director, member or officer of, such other corporation or of such firm, association or partnership, or is a party to or is pecuniarily or otherwise interested in such contract or other transaction, or is in any way connected with any person or persons, firm, association, partnership, or corporation pecuniarily or otherwise interested therein; provided that the fact that he individually or as a director, member or officer of such corporation, firm, association or partnership is such a party or is so interested shall be disclosed to or shall have been known by the Board of Directors or a majority of such members thereof as shall be present or represented at a meeting of the Board of Directors at which action upon any such contract or transaction shall be taken; any Director may be counted in determining the existence of a quorum and may vote at any meeting of the Board of Directors for the purpose of authorizing any such contract or transaction with like force and effect as if he were not so interested, or were not a director, member or officer of such other corporation, firm, association or partnership, provided that any vote with respect to such contract or transaction must be adopted by a majority of the Directors then in office who have no interest in such contract or transaction. For the avoidance of doubt, any action required to be taken by, or disclosure required to be made to, the Board of Directors pursuant to this Section 4 of ARTICLE VII may be delegated to, or made to, a committee of the Board of Directors pursuant to the provisions set forth in Section 13 of ARTICLE III.

5. Dissolution. In the event of the termination, dissolution, or liquidation of the Corporation in any manner or for any reason whatsoever, its assets, if any, remaining after the payment of all of the liabilities of the Corporation, shall be distributed pursuant to Chapter 180, Section 11A(d).

6. Gender. The personal pronoun "he" or possessive pronoun "his", when appropriate, shall be construed to mean "she" or "her" and the word "chairman" shall be construed to include a female person.

7. Articles of Organization. All references in these Bylaws to the Articles of Organization shall be deemed to refer to the Articles of Organization of the Corporation, as amended and in effect from time to time.



The Commonwealth of Massachusetts  
Secretary of the Commonwealth  
State House, Boston, Massachusetts 02133

William Francis Galvin  
Secretary of the  
Commonwealth

Date: August 20, 2013

To Whom It May Concern :

I hereby certify that according to the records of this office,  
**YEAR UP, INC.**

is a domestic corporation organized on **October 12, 2000**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.

In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.



*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 13083678190

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: tgr

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2013  
11:39

## FACT SHEET FOR SHANNON

Contract No.: 1341-12959

Buyer: Hermine Wise

Type of Purchase: Amendment

(RFP, Bid, \* Sole Source, Amendment)

- 1) **Project Name:** Job Training Internship Program
- 2) **Recommended Vendor:** Year Up Inc.
- 3) **Contract Period:** February 1, 2015 to January 31, 2016
- 4) **Award Amount:** \$73,000.00
- 5) **User Dept.** Bureau of Technology
- 6) **Description of the Procurement (Scope):**  
On the job training for student interns
- 7) **Compliance Goal:** 0% M/WBE N/A

M/WBE	Status	Dollar Amount	%
<b>Total M/WBE Participation:</b>		<b>\$0.00</b>	<b>0%</b>

- 8) **Cost Savings:** \$0.00
- 9) **Contract Sent to Vendor:** Contract Amendment Sent to Vendor 1-16-2015
- 10) **Contract Approved by Vendor:** 2/23/2015
- 11) **Req. date:** 12/31/2015
- 12) **OCPO rec'd date:** 1/6/2015

**13) History**

- 1/6/15 Requisition assigned to Hermine Wise.
- 1/14/15 Draft to Cynthia for review.
- 1/15/15 Cynthia Oks to send to vendor.
- 1/16/15 Amendment document to vendor.
- 2/03/15 No response, amendment sent to new contact
- 2/13/15 Amendment document returned to OCPO
- 2/18/15 EDS not properly executed, returned to vendor  
Background Check Initiated

## **FACT SHEET FOR SHANNON**

- 2-19-15**      **Background Check Received**
- 2-23-15**      **Properly executed EDS documents returned.**

internship with one of our internship partners.

Year Up's program is rooted in a high expectation, high support model. High expectations encourage students to challenge themselves and take responsibility for their work and their behavior. When Year Up students begin the program, they sign a contract that governs student behavior and emphasizes high standards for quality work and professional conduct. The contract is based on a points system; students begin the program with an allotted amount of points which can be deducted for infractions (e.g. arriving late, wearing unprofessional attire, or not following Year Up's core values) or increased for meeting expectations. A student who drops below zero points effectively "fires" him/herself from the Year Up program.

To supplement the high expectation model, Year Up provides a high level of support to students both during the program and after it concludes. These supports include a weekly stipend, advisors with whom students meet weekly throughout the year, mentors for the internship phase, social workers, and tutors.

### **Goals and Objectives**

Year Up constantly evaluates the impact of its programming on a national and local scale. We measure four core program goals, with the results in Chicago as follows:

- 100% of students who complete the six month training have been placed in internships;
- 95% of interns meet or exceed expectations on their internship;
- 70% of students who begin the Year Up program graduate;
- 90% of graduates are enrolled in college full-time or working within four months of graduation, earning an average salary of \$17.19 per hour.

### **Partnership Opportunities**

As part of the training experience offered to student participants in the Year Up program, Year Up will place student Interns with Cook County Bureau of Technology for the purpose of providing on-the-job training to the student Interns as part of their educational experience. The specific training opportunities afforded to the student in their Internship will be described by the Internship Partner, Cook County Bureau of Technology.

The purpose and intent of the Year Up Internship Program is to provide on-the-job training to students who are concurrently enrolled in the Year Up program, a non-profit experiential training program, and in a local institution of higher education. Each student intern receives college credit for the Internship experience. Year Up and the Internship Partner agree and understand that the training offered the Interns is similar to that which would be given in a vocational school; that the training is for the benefit of the Interns; that the Interns will not displace regular employees, but will work under their close observation; that the Internship Partner derives no immediate advantage from the activities of the Interns; that the Interns are not necessarily

entitled to a job with the Internship Partner at the conclusion of the training period; and that the Interns and the Internship Partner understand that the Interns are not entitled to wages for the time spent in training. As part of the Interns' training program, they attend a weekly educational seminar about their training at the Year Up site. No intern shall be expected or required to participate in training in excess of 40 total hours in any work week.

We propose an agreement for 2015 for three interns, two from January – July 2015 and one for July 2015 – January 2016. The Year Up national fee is \$23,920 per Intern for participation in the Year Up Internship Partner program for the January 2015 – July 2015 cycle. Any additional interns in future cycles will be charged at the then-current Year Up national rate, with an estimated total cost for the three interns of \$73,000.

Thank you for your consideration of this opportunity, and we look forward to working with you to support our community.

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 - 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

**Definitions.** Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

**"Affiliated Entity"** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

**"Bidder," "Proposer," "Undersigned," or "Applicant,"** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

**"Proposal,"** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookctyclerk.com](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

**"Contractor" or "Contracting Party"** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

**"EDS"** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

**"Lobby" or "lobbying"** means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

**"Lobbyist"** means any person or entity who lobbies.

**"Prohibited Acts"** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

**Sections 1 through 3: MBE/WBE Documentation.** Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

**Section 4: Certifications.** Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 5: Economic and Other Disclosures Statement.** Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**Sections 6, 7, 8, 9: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

**Required Updates.** The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at [www.cookcountygov.com](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

*n/a*

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

**I. BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III):

**II.  Direct Participation of MBE/WBE Firms  Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**