

Delegate Agency Solicitation #8173 (RFP)

HOPWA FBHA - Rehabilitation of Project Sponsor Facilities Coordination

Specification Number:1227544

Required for use by: DEPARTMENT OF HEALTH

Bid/Proposal Submittal Date and Time: 12:00 PM Central Time, 26-AUG-2021

Deadline for Questions: 04:00 PM Central Time, 18-AUG-2021

Buyer: GARCIA, SARAH

Email Address: Sarah.Garcia@cityofchicago.org

Phone Number: 3127479397

Pre-Solicitation Conference Date and Time: 10:30 AM Central Time, 02-AUG-2021

Pre-Solicitation Conference Location:

 $https://teams.microsoft.com/l/meetup-join/19\%3ameeting_NjdiODk0MjQtMzcyZC00ZWJjLWFlNTQtY2Y3MmFjYmY0Y2Rk\%40thread.v2/0?context=\%7b\%22Tid\%22\%3a\%227036cda9-062d-4151-8144-97ddc56e7$

027%22%2c%22Oid%22%3a%228c32ddd9-a321-4608-b21d-143febe1d4ea%22%7d

Site Visit Date & Time: N/A Site Visit Location: N/A

Please submit your response to:

http://www.cityofchicago.org/eProcurement iSupplier vendor portal registration is required. Allow 3 business days to complete registration.

LORI E. LIGHTFOOT MAYOR

Dr. Allison Arwady Commissioner

Specification Number: 1227544

Type of Funding:

Table of Contents

1 Header Information
1.1 General Information
1.2 Terms
1.3 Requirements
1.4 Attachments
1.5 Response Rules
2 Price Schedule
2.1 Line Information
2.2 Line Details
2.2.1 Line 1
2.2.2 Line 2
2.2.3 Line 3
2.2.4 Line 4
2.2.5 Line 5
2.2.6 Line 6
2.2.7 Line 7
2.2.8 Line 8
2.2.0 Line 0

Type of Funding:

1 Header Information

1.1 General Information

Title HOPWA FBHA - Rehabilitation of Project Sponsor Facilities

Coordination

Description HOPWA FBHA - Rehabilitation of Project Sponsor Facilities

Coordination

Preview Date Not Specified Open Date 26-JUL-2021 10:30:00

Close Date 12:00 PM Central Award Date Not Specified

Time, 26-AUG-2021

Time Zone Central Time Buyer GARCIA, SARAH

Ouote Style **Blind** Email Sarah.Garcia@cityofchicago.

org

Event Delegate Agency Outcome Delegate Agency Blanket

Agreement

1.2 Terms

Effective Start Date Not Specified Effective End Date Not Specified

Ship-To Address 041- DEPAUL 2FL Bill-To Address 041- DEPAUL 2FL

333 S. STATE ST. 333 S. STATE ST. 2ND FLOOR 2ND FLOOR Chicago, IL 60604 Chicago, IL 60604 **United States United States**

Payment Terms IMMEDIATE Carrier

Freight Terms FOB Currency USD (US Dollar) Price Precision Anv

Total Agreement Not Specified Minimum Release Not Specified

Amount (USD) Amount (USD)

1.3 Requirements

RFP DEADLINE

PLEASE NOTE: Please do not wait until the RFP deadline time to submit your proposal. Proposals not submitted due to the system closing at the RFP deadline will not be accepted under any circumstances. Please allow enough time so that any technical issues can be addressed directly with the eprocurement help desk. The RFP will automatically close at the deadline regardless if you are working in the system.

Type No Response Required

CHARACTER LIMIT

Responses to questions below are limited to 4,000 characters each. If your response requires more than 4,000 characters, please attach response.

.....

Type No Response Required

Communication

Please submit all communication via the Online Discussion option within eProcurement only. Emailed communication will be directed back to Online Discussion.

.....

Provide your answer below

What is the First Name of the contact person for this RFP?

Specification Number: 1227544 Page 3

Type of Funding:

Contact
Provide your answer below
What is the Last Name of the contact person for this RFP?
•
Provide your answer below
What is the Title of the contest names for this DED9
What is the Title of the contact person for this RFP?
Describe a constant and a constant a
Provide your answer below
What is the Phone Number of the contact person for this RFP?
Provide your answer below
What is the Email of the contact person for this RFP?
What is the Emain of the contact person for this far .
Provide your answer below
110 rae your answer below
Organization Information
What is your Legal Organization Name?
Provide your answer below
What is your Legal Organization Address?

Organization Information
Provide your answer below
What is your Legal Organization City?
Provide your answer below
What is your Legal Organization State?
Provide your answer below
What is your Legal Organization Zip Code?
Provide your answer below
What is your Legal Organization County?
Provide your answer below
What is your Legal Organization Telephone Number?
Provide your answer below
Please enter your agency's Federal Employer Identification Number. Your Federal Tax ID number is a 9 digit number that contains only numbers. Acceptable formats for this number are 123456789 or

Specification Number: 1227544

Organization Information
12-3456789. To find your Federal Tax ID number, try the following options: 1) Call the Internal Revenue Service Call Center at 877-829-5500 or Search for your Tax ID number at the IRS
website: https://www.irs.gov/charities-non-profits/tax-exempt-organization-search.
Provide your answer below
Please enter the DUNS number associated with your organization. All organizations receiving federal
financial awards or sub-awards must have a DUNS number. You may search for your DUNS number or
request one here - http://fedgov.dnb.com/webform.
request one here—http://redgov.dno.com/webform.
Describe a server below
Provide your answer below
Please provide the name of your agency's chief executive.
Provide your answer below
Please provide the official title for the chief executive of your agency.
Provide your answer below
Please provide the chief executive's contact telephone number, including area code.
Provide your answer below
110vide your allswer below
Dlagga provide your chief executive's a mail address
Please provide your chief executive's e-mail address.
Provide your answer below

Organization Information
Please provide the name of your agency's chief financial officer.
Provide your answer below
Please provide the contact phone number for your agency's chief financial officer.
Provide your answer below
Please provide the e-mail address for your agency's chief financial officer.
Provide your answer below
Community Reach
Provide the name of the COMMUNITY AREA(s) where the services will be offered.
Provide your answer below
Provide the WARD(s)where the services will be offered.
Provide your answer below
Provide the name of the COMMUNITY AREA(s) where your organization is located.
Provide your answer below
110vide your answer below

Community Reach				
Provide the list of counties that your organization will serve.				
Trovide the list of countries that your organization will serve.				
Provide your answer below				
Staffing Plan				
Please attach your organizations staffing plan in response to this RFP and in accordance with Section V.				
Staffing Plan of the RFP document.				
Do. 11				
Provide your answer below				
Budget				
Respondent must submit a budget not to exceed the maximum amount quoted in Section IV. Available				
Funding of the RFP document. Failure to do so will result in deduction in points given.				
Provide your answer below				
Demonstrate how you plan to use the available funding within the retired time frame.				
Describe and a second below.				
Provide your answer below				
Alignment with CDPH Principles and HIV				
Strategies				
Describe how your organization and program manifest CDPH principles and strategies through				
organizational policy and practice, including:				
· U= U				
Deconstructing racist systems				
Prevention of trauma and trauma informed services				
· Cultural responsiveness				
· Health equity in all communities				
Provide your answer below				

Alignment with CDPH Principles and HIV Strategies
Organizational Infrastructure
Describe your organization's fiscal capacity and operations, including a summary of roles and duties within your fiscal area. Describe the extent to which fiscal policies and procedures are documented.
Provide your answer below
Provide your organization's annual operating budget for the last three years, including primary revenue sources. You may attach an existing summary if available.
Provide your answer below
Describe your organization's ability to operate on a reimbursement basis for grant programs. Detail the availability of a line of credit and/or financial reserves.
Provide your answer below
Describe your organization's human resources capacity and operations, including a summary of the roles
and duties within your human resources area. Describe the extent to which HR policies and procedures are documented.
Provide your answer below
What is your organization's standard indirect rate for administrative cost? How was this indirect rate established?
Provide your answer below

Organizational Infrastructure
Describe your organization's evaluation capacity. If applicable, describe experience working with external evaluators.
Provide your answer below
Grants Management
Detail your organization's experience receiving and managing private and public grants, including fiscal management and monitoring of grant goals/objectives.
Provide your answer below
List the five largest grants your organization hasreceived within the past two years, including funding source, funding amount, funding period, and primary services provided through the grant. Pleasecomplete the chart. [See attached document – CDPH HIV RFP Grants Management Funding Charts.]
Provide your answer below
If your organization uses a fiscal agent, please provide the following information:
 Fiscal Agent Name, Contact Information,
· Point of Contact's Name,
Point of Contact's Phone Number, and
Point of Contact's Email Address.
Provide your answer below
Rehabilitation of Facilities Programmatic Practices
Program Goals
Describe the major goal(s) of the proposed program, and identify the objectives and activities that will be

Describe the major goal(s) of the proposed program, and identify the objectives and activities that will be used to achieve the goal(s). The objectives and activities must be specific, measurable, realistic, and time-phased. These items will be used to assist in the development of the scopes of services for the

Specification Number: 1227544 Page 10

Type of Funding:

Rehabilitation of Facilities Programmatic
Practices
respondent's if the proposed program is funded. The job position(s)responsible for each activity must be identified.
Provide your answer below
Logic Model
Describe how your program will engage, implement, and accomplish the required program deliverables to rehabilitate FBHA project sponsor facilities.
Provide your answer below
Environmental Clearance
Describe your plan to ensure environmental clearances from the City of Chicago
Provide your answer below
Scofflaw
Describe your plan to ensure the required Scofflaw clearances.
Provide your answer below
Lead-base Hazard
Describe your plan to ensure program compliance with lead-base hazard requirements.
Provide your answer below
Federal Wage Provision
Describe your plan to ensure compliance with the Federal Wage Provision requirement.

Rehabilitation of Facilities Programmatic Practices
Provide your answer below
RPSF Contractor Assessments
Describe your plan to ensure all RPSF Contractor Assessments are completed on a timely basis.
Provide your answer below
Contractor Performance
Describe your plan to ensure contractor performance with all required rehabilitation activities per project for all 15 minimum required projects.
Provide your answer below
Statement of Assurance/ Confirmation of Required Documents
Respondent must submit a budget not to exceed the maximum amount quoted in Section IV. Available Funding of the RFP document. Failure to do so will result in deduction in points given. Please
acknowledge that you uploaded a completed budget outlining all details for the program in it is entirety.
Provide your answer below
Please acknowledge that you have read, completed and attach the Conflict of Interest Questionnaire.
Provide your answer below
Diagon columny lodge that you have mad the large statutes and increased an entire and an entire an entire and an entire an entir
Please acknowledge that you have read the laws, statutes, ordinances and executive orders section of the

Specification Number: 1227544

Type of Funding:

Statement of Assurance/ Confirmation of Required Documents
Provide your answer below
Please provide your initials signifying that all required documents have been reviewed and submitted as required.
Provide your answer below
Provide the full name of the signatory.
Provide your answer below
Please provide the title of the signatory.
Provide your answer below

1.4 Attachments

Name	Data Type	Description
ATTACHMENT 01: RFP	File	RFP Document
Document		
ATTACHMENT 02:	File	Budget Form Instructions
BUDGET FORM		
INSTRUCTIONS		
ATTACHMENT 03:	File	Conflict of Interest Questionnaire
CONFLICT OF INTEREST		
QUESTIONNAIRE		
ATTACHMENT 04:	File	INSTRUCTIONS FORM SUBMITTING
INSTRUCTIONS FOR		APPLICATION
SUBMITTING		
APPLICATION		
ATTACHMENT 05: Online	File	Online Customer Support – please contact for all
Customer Support		online technical support
ATTACHMENT 06:	File	Insurance Requirements

Name	Data Type	Description
Insurance Requirements		

1.5 Response Rules

	Solicitation is restricted to invited suppliers
X	Suppliers are allowed to respond to selected lines
X	Suppliers are allowed to provide multiple responses
	Buyer may close the solicitation before the Close Date
	Buyer may manually extend the solicitation while it is oper

Specification Number: 1227544 Page 14

Type of Funding:

2 Price Schedule

2.1 Line Information

Display Rank As No indicator displayed Ranking Price Only Cost Factors None

Line	Item, Rev	Target	Unit	Unit Price	Amount
	/ Job	Quantity			
1 0005 - Personnel		1	USD		
2 0044 - Fringe		1	USD		
Benefits					
3 0100 -		1	USD		
Operating/Technical					
4 0140 - Professional		1	USD		
and Technical Services					
5 0200 - Travel		1	USD		
6 0300 - Materials and		1	USD		
Supplies					
7 0400 - Equipment		1	USD		
8 0801 - Indirect		1	USD		
9 0999 - Other		1	USD		

2.2 Line Details

2.2.1 Line 1 0005 - Personnel

Category 94855.DA. Start Price (USD) Not Specified Shopping Category Not Specified Target Price (USD) Not Specified

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

2.2.2 Line 2 0044 - Fringe Benefits

Category **94855.DA.** Start Price (USD) **Not Specified**Shopping Category **Not Specified**Target Price (USD) **Not Specified**

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

2.2.3 Line 3 0100 - Operating/Technical

Category **94855.DA.** Start Price (USD) **Not Specified**Shopping Category **Not Specified**Target Price (USD) **Not Specified**

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

2.2.4 Line 4 0140 - Professional and Technical Services

Category **94855.DA.** Start Price (USD) **Not Specified**Shopping Category **Not Specified**Target Price (USD) **Not Specified**

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

Specification Number: 1227544 Page 15

Type of Funding:

2.2.5 Line 5 0200 - Travel

Category **94855.DA.** Start Price (USD) **Not Specified**Shopping Category **Not Specified**Target Price (USD) **Not Specified**

Minimum Release Not Specified Amount (USD)

Estimated Total Not Specified

Amount (USD)

2.2.6 Line 6 0300 - Materials and Supplies

Category **94855.DA.** Start Price (USD) **Not Specified**Shopping Category **Not Specified**Target Price (USD) **Not Specified**

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

2.2.7 Line 7 0400 - Equipment

Category **94855.DA.** Start Price (USD) **Not Specified**Shopping Category **Not Specified**Target Price (USD) **Not Specified**

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

2.2.8 Line 8 0801 - Indirect

Category **94855.DA.** Start Price (USD) **Not Specified**Shopping Category **Not Specified**Target Price (USD) **Not Specified**

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

2.2.9 Line 9 0999 - Other

Category **94855.DA.** Start Price (USD) **Not Specified** ing Category **Not Specified** Target Price (USD) **Not Specified**

Shopping Category Not Specified Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

Specification Number: 1227544

Page 16

Type of Funding:

City of Chicago REQUEST FOR PROPOSALS (RFP)

[HOPWA FBHA Rehabilitation of Project Sponsor Facilities Coordination]

RFP# 8173

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

For further information:
Jorge Cestou, PhD, MBA
Chicago Department of Public Health
[312-747-9431]
[Jorge.Cestou@cityofchicago.org]

City of Chicago
Department of Public Health
Housing Opportunities for People Living with AIDS

I. Purpose

CDPH is releasing this Request for Proposals (RFP) to partner with one community-based organization (CBO) to serve as coordinator for the Rehabilitation of Project Sponsor Facilities (RPSF) funded under its Housing Opportunities for Persons Living with AIDS (HOPWA) Facility-based Housing Assistance (FBHA) program. FBHA sponsors provide services for low-income People Living with HIV (PLWH) and low-income families in which at least one adult member has HIV. The goal of HOPWA FBHA is for assisted households to be able to maintain a stable living environment in housing that is safe, decent, and sanitary; to reduce the PLWH's risk of homelessness; and to improve access to HIV treatment and other related support services.

The HOPWA program is administered by the U.S. Department of Housing and Urban Development (HUD). Chicago Department of Public Health (CDPH) is the recipient of these funds for the Chicago Eligible Metropolitan Statistical Area (EMSA). The Chicago EMSA includes Cook, DeKalb, DuPage, Grundy, Kendall, McHenry, and Will counties.

PROGRAM DESCRIPTION:

The Chicago EMSA's HOPWA RPSF program will allow HOPWA FBHA project sponsors to receive facility's rehabilitations and improvements that benefit spaces in which FBHA clients reside. Services will be performed in accordance <u>HOPWA CFR 574</u>, state, and municipal accessibility requirements. Facility rehabilitations include, but are not limited to: plumbing; electrical; carpentry; masonry; roofing; dry walling; etc.

The selected CBO must have proven expertise in facility rehabilitations. The CBO will conduct facility assessments of the FBHA project sponsors facilities to determine the required work and manage the work to enhance the facility's operations.

PROGRAM PROCESS:

- After a preliminary screening of the FBHA project sponsor's request has been conducted by the HOPWA Program Director, the project sponsor will be referred to the CBO.
- The CBO conducts and prepares a preliminary in-person assessment report of the facility. The report must detail job specifications, general information regarding the facility and the stated rehabilitation needed. The CBO will assist the project sponsor to complete any documentation needed for the HOPWA RPSF program.
- The outcome of the assessments determines eligibility for the HOPWA RPSF program.
- The CBO will draft specifications, as well as provide plans, measurements and pictures when necessary within 14 days of receiving the referral.
- The HOPWA Director will make a determination of whether or not the Contractor's proposal is approved.
- The CBO will subcontract with contractor and ensure the approved contractor's work is accomplished in accordance with HOPWA CFR 574,

II. Background

Housing plays an integral role in the wellbeing of all individuals. The provision of housing assistance for low-income Persons Living With HIV (PLWH) is a basic human right and a necessary component of systems to enable individuals manage their HIV care and treatment and an exciting tool to end the HIV epidemic in the USA by reducing the number of new HIV infections.¹

<u>Getting to Zero: A Framework to Eliminate HIV in Illinois</u> (GTZ framework) lays out an ambitious plan inclusive of HIV housing to end the HIV epidemic in Illinois. The GTZ framework calls on partners to focus on two primary goals:

- Increase by 20 percentage points the number of people living with HIV who are virally suppressed. HIV treatment helps people living with HIV stay healthy and helps reduce the chances that HIV is passed to others, eliminating that chance when individuals are virally suppressed.
- Increase by 20 percentage points the number of people vulnerable to HIV infection who use preexposure prophylaxis (PrEP). When used correctly, PrEP significantly reduces the chances an HIV-negative person will become infected with HIV.

The GTZ framework lays out a series of steps that lead individuals to successful use of anti-retroviral medications (ARVs) for HIV PrEP and HIV treatment. First, people need to know that help is available and valuable to them, and to seek help. Second, people need to know their HIV status. Third, people need to engage in healthcare. Fourth, people need to have easy access to services that support ongoing engagement in healthcare, including non-clinical supportive services that help people manage challenging life circumstances. Finally, people need to be prescribed and maintain use of ARVs to achieve successful PrEP and viral suppression.

Alignment with CDPH HIV principles and HIV strategies

CDPH investments will be guided by the following HIV strategies and principles. Future CDPH delegates/sub-recipients will be expected to integrate these strategies and principles into organizational policy and practice.

- Getting to Zero aligning with the State's plan to end the HIV epidemic.
- Undetectable = Untransmittable (U = U) following current science which tells us that people living with HIV who are virally suppressed cannot transmit HIV to their sexual partners.
- Deconstructing racist systems actively working to reframe and dismantle systems that perpetuate privilege.
- Trauma prevention and trauma-informed services ensuring services are free of trauma.
- Cultural responsiveness ensuring services are culturally and linguistically appropriate.
- Health equity in all communities allocating resources and services to people and areas with the greatest need.

-

¹ https://pubmed.ncbi.nlm.nih.gov/17705094/

RPSF will be performed in accordance to all HOPWA program requirements, and any other federal, state, and local requirements. FBHA housing rendered with HOPWA funds must provide safe and sanitary housing that meets applicable HOPWA Habitability Standards in addition to state and local requirements.

The HOPWA housing quality standards include: sound structure and materials, accessibility, adequate space and security, interior air quality; water supply, adequate heating and cooling; adequate natural or artificial lighting, sanitary food preparation area and refuse disposal. Further details on the HOPWA Housing Quality Standards can be found in HOPWA Regulation 24 CFR 574.310 (b).

III. Internet Access to this RFP

Respondents may download the RFP and any future addenda from the City's Department of Procurement Services (DPS) website at the following URL: https://www.chicago.gov/city/en/depts/dps/isupplier/current-bids.html. Respondents are required to have Internet access and an email address. The City will not provide hardcopies of this RFP or clarifications and/or addenda. Respondents are required to submit responses via the City's online purchasing system, eProcurement.

The City accepts no responsibility for the timely delivery of materials or for alerting Respondents on posting to the DPS website information related to this RFP.

Under no circumstances shall failure to obtain clarifications and/or addenda relieve a Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing a submittal. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award(s) made under this RFP.

IV. Available Funding

A total of \$2.8 million will be available through this RFP for the initial contract period beginning September 16, 2021, through December 31, 2021, with up to two extensions, each not to exceed one year, at the discretion of the City based on the availability of funds, the need to extend services, and the respondent's performance. It is anticipated that 1 contract will be awarded through this RFP. HOPWA Programs are allowed a 7% administrative cost.

V. Project Description

a. Program Activities

- After a preliminary screening of the FBHA project sponsor's request has been conducted by the HOPWA Program Director, the project sponsor will be referred to the CBO.
- The CBO conducts a preliminary in-person assessment of the facility. This report gives job specifications, general information regarding the facility and the stated rehabilitation needed.
 The CBO will assist the project sponsor to complete any documentation needed for the HOPWA RPSF program.
- The outcome of the assessments determines eligibility for the HOPWA RPSF program.

- The CBO will draft specifications, as well as provide plans, measurements and pictures when necessary within 14 days of receiving the referral.
- The HOPWA Director will make a determination of whether or not the Contractor's proposal is approved.
- The CBO will subcontract with contractor and ensure the approved contractor's work is accomplished.

b. Scope of Services

The CBO must:

- Ensure that rehabilitations modifications comply with the City of Chicago Building Code, Illinois Accessibility Code, HOPWA regulations and any other applicable codes and standards.
- Have the capacity to provide facility rehabilitations modifications for a minimum of 15 facilities per year.
- Submit accurate voucher reimbursement requests to HOPWA Program Director in a timely manner as jobs are completed.
- Submit appropriate staff credentials including: resumes, licensures, job descriptions, organizational structure reflective of program plan, staff training and supervision plan, preemployment screening procedures, etc.

The CBO must ensure the following clearances are obtained:

- <u>Environmental</u>: RPSF submits the client's information to the City of Chicago Department of Assets, Information for environmental clearance.
- <u>Scofflaw</u>: RPSF submits the project sponsor's name to various City departments and to the county to determine whether or not the applicant owes the City any money; the main area reported on is property taxes.
- <u>Lead Base Hazard</u>: RPSF's licensed Lead Inspector conducts a preliminary visual inspection of all
 painted surfaces on all anticipated jobs. The visual inspection will be conducted before the
 Contractor conducts its assessment. A visual inspection report is produced to determine exactly
 what work is needed to make the home lead safe. RPSF will cite areas of concern and indicate
 what type of remediation is needed to correct any hazardous conditions. RPSF will conduct a
 final inspection on all work performed and submit to the Department of Public Health.
- Federal Wage Provision: RPSF will ensure that in construction projects over \$2,000, workers must be paid Federal Davis-Bacon wage rates (except housing rehab or construction, in which case eight or more units must be involved in a single undertaking). These rates are established by specific trades (examples: plumbers, electricians, carpenters, laborers, etc.) and are based on either a "residential" or commercial" rate. Generally, these wages are higher than accepted local rates. This may increase the cost of the project since these workers must be paid Federal Davis-Bacon wages on the entire project, not just the portion funded by HUD. There is also additional record keeping requirements for the contractor and City staff must conduct site interviews with employees while the work is underway.
- RPSF Contractor Assessment: This assessment is done to determine how the rehabilitation will increase the facility's level of operations.

Program and Fiscal Monitoring Standards

Any grantee found to be non-compliant with the standards at any time, will be held responsible and required by the City of Chicago to restore any damages and/or cost associated with grantee non-compliance

VI. Staffing Plan

Please describe how many staff (part time, full time, or hourly) will receive compensation from this grant. If one or more agencies will serve as subcontractors to the respondent, be specific in outlining staffing plans for each agency. Describe the role of all positions supported by this grant. Provide job descriptions and resumes of staff and explain time allocation for each person (full-time, part-time as well as hourly), as well as job descriptions for any vacant positions or new positions that will be created because of this funding opportunity. This MUST match the budget.

VII. 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 https://www.chicago.gov/city/en/depts/bacp/provdrs/enforce/news/2019/july/minum/mumwage.html. 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 work flow 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). Program budget cannot exceed the available funding amount indicated in Section III. Available Funding above.

VIII. Fiscal Capacity

Payment for services will be made on a reimbursement basis. Respondents must demonstrate capacity to fund program expenditures from the start date until they are reimbursed by the City. If multiple agencies will be subcontractors of a lead agency, then the application must be submitted by the lead agency as the respondent. The lead agency must obtain all expenses from the agency/agencies and assume all reporting responsibilities for all the expenses for the award. If a lead agent applies, the budget for the total fiscal year must include all expenses for the award from the lead agency and all agencies to receive funds through this RFP.

An organization may use a fiscal agent to administer the grant. If a fiscal agent is used, provide the total budget for the agency that will serve as the fiscal agent. The fiscal agent must designate a staff person who will prepare and review all vouchers for accuracy before making monthly submissions. Please identify who will be responsible for financial reporting.

IX. Eligibility Requirements

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 Chicago EMSA from which 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.

Agencies must demonstrate and verify

- Ability to perform or manage the performance of facility rehabilitations
- Five years documented experience in providing proposed service including past and relevant performance
- Implement the program as outlined in the project description
- Be appropriately and adequately staffed to provide services
- Maintain sufficient hours of operation
- Serve a minimum of 15 facilities in one year

Respondents that do not meet these eligibility requirements will **NOT** have their applications evaluated; incomplete applications will **NOT** be evaluated for this funding opportunity.

X. RFP and Submission Information

a. e-Procurement system

To complete an application for this RFP, RESPONDENTS will need to set up an account in the new eProcurement/iSupplier system.

Registration in iSupplier is the first step to ensuring your agency's ability to conduct business with the City of Chicago and CDPH. *Please allow three days for your registration to be processed.* Respondents requiring access to eProcurement are encouraged to register immediately upon receiving the notice of this solicitation; customer support will be available to provide additional assistance as needed. Please see below for additional contact information.

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.
- 2. Existing Vendors You must request an iSupplier invitation via email if your organization does not have an account in the iSupplier system. Include your Complete Company Name, City of Chicago Vendor/Supplier Number (found on the front page of your contract), and W-9 in your email to customersupport@cityofchicago.org. You will then receive a response from DPS, which will allow the user to complete the registration process. Please check your junk email folder if you have made a request and have not received a response within 3 days of the request.

For further eProcurement help use the following contacts:

Questions on Registration: CustomerSupport@cityofchicago.org

- Questions on eProcurement for Delegate Agencies including:
 <u>CustomerSupport@cityofchicago.org</u> or contact the Customer Support Center at 312-744-HELP
- Online Training Materials: https://www.cityofchicago.org/city/en/depts/dps/isupplier/online-training-materials.html

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.

b. For respondents who wish to submit more than one application to an RFP

Organizations submitting more than one proposal (maximum of three) may do so by submitting each proposal by a separate, unique registered account user with online bidding responsibilities, using their individual login information.

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 contact <u>CustomerSupport@cityofchicago.org</u> or contact <u>the Customer Support Center at 312-744-HELP</u> to receive more specific instructions and troubleshooting.

XI. Evaluation of Proposals

a. Selection/Review Criteria:

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:

i. 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.

In addition, Phase I will include a review of submitted attachments to document applicant's required five (5) experience.

Respondents found to be compliant and adherent to the RFP and without issues that would cause them to be ineligible from entering into an agreement will move to Phase II.

ii. Phase II: Proposal Evaluation

Phase II will include a detailed analysis of qualifications, experience, strength of proposed plans for service deliver and other factors based on the Evaluation Criteria and points allocated to sections of the RFP, as well as the eProcurement RFP Requirements/Questions found in Section 1.3.

The Evaluation Committee will recommend either:

- A short list of potential awardees from whom it needs clarification of RFP response; or
- 2. A list indicating recommended awardees. All recommendations are presented for approval to the Commissioner of Public Health.

The City reserves the right to accept or reject any or all proposals; take exception to parts of proposals, request written or oral clarification of proposals and supporting materials or cancel this Request for Proposals process if it is in the City's best interest to do so. A respondent may be asked to clarify their proposal by making a presentation, performing a demonstration, or hosting a site visit. CDPH reserves the right to negotiate separately with competing respondents for all or any part of the services described in this RFP.

b. Evaluation Criteria

Category	Available Points
Staffing Plan	2
Budget	4
Alignment with CDPH Principles and HIV Strategies	10
Organizational Infrastructure	20
Grants Management	10
Rehabilitation of Facilities Programmatic Practices	54
Total Points	100

XII. Reporting and Other Requirements for Successful Respondents

All successful respondents will be required to submit monthly program reports, voucher on a monthly basis, and participate in all CDPH sponsored site visits, evaluation, and quality assurance activities. Vouchers must be accompanied by appropriate documentation and contain adequate details for all expenses for which reimbursement is requested.

XIII. Insurance to be Provided by the Successful Respondent

A. INSURANCE REQUIRED OF CONTRACTOR

CBO must provide and maintain at CBO's own expense, during the term of the Agreement and during the time period following expiration if CBO 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.

1) <u>Workers Compensation and Employers Liability</u> (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work, services or operations under this Agreement and Employers 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.

CBO 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 Coverage.

2) <u>Commercial General Liability</u> (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, 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, separation of insureds, defense, professional services exclusion deleted, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and other entities as required by City must be provided additional insured status with respect to liability arising out of CBO'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 CBO's acts or omissions, whether such liability is attributable to the CBO or to the City on an additional insured endorsement form acceptable 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. CBO's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

CBO 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) <u>Automobile Liability</u> (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be

maintained by the CBO with limits of not less than \$1,000,000 per occurrence or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City is to be added as an additional insured on a primary, non-contributory basis.

CBO 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) Excess/Umbrella

Excess/Umbrella 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 right of contribution by any other insurance or self-insurance maintained by or available to the City.

CBO may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) <u>Professional Liability</u>

Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 covering acts, errors, or omissions. Coverage must include, but not be limited to, the following: technology errors and omissions and pollution liability if environmental site assessments are conducted when applicable. 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.

6) <u>Blanket Crime</u>

CBO must provide Blanket Crime coverage covering all persons handling funds under this Contract, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies collected, received and on premises at any given time.

7) <u>Property</u>

CBO is to provide evidence of All Risk Property Insurance to protect against loss of,

damage to, or destruction of the property of CBO that is part of this Agreement.

CBO is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned, used, by CBO.

B. INSURANCE REQUIRED OF CONTRACTOR'S DURING CONSTRUCTION

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.

1) <u>Workers Compensation and Employers Liability</u> (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to, the following: other states endorsement, alternate employer and voluntary compensation endorsement, when applicable.

2) <u>Commercial General Liability</u> (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$500,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, 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, mobile equipment, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Contractors, 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. If a 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 Contactor 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. 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.

3) <u>Automobile Liability</u> (Primary and Umbrella)

Contractor must maintain Automobile Liability Insurance with limits of not less than \$500,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. If applicable, coverage extension must include an MCS-90 endorsement where required by the Motor Carrier Act of 1980. The City is to be named as an additional insured on a primary, non-contributory basis.

4) <u>Professional Liability</u>

When any architects, engineers, construction managers or other 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 \$500,000 Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted. 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.

5) Contractors Pollution Liability

Contractor must maintain Contractor's Pollution Liability when any Contractor's work, services, or operations performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services, Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$1,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. 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. The City is to be named as an additional insured.

6) <u>Builders Risk</u>

Contractor must provide an All-Risk Builders Risk Insurance at replacement cost when Contractor undertakes any construction, including improvements, betterments, and/or repairs for materials including off-site materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent project. Coverages must include, but are not limited to, the following: in-transit, equipment breakdown, earth movement, flood, water including overflow, leakage, sewer backup or seepage, utility services, damage to existing property, scaffolding, false work, fences, and temporary structures, collapse, debris removal, faulty workmanship or materials, cold testing, extra expense, ordinance or law for increased cost of construction. The City is to be named as an additional insured and loss payee as its interest may appear.

7) <u>Environmental and Asbestos Abatement Liability</u>

If the Contractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor must provide the following minimum limits of liability, for such exposures subject to requirements and approval of the City: \$1,000,000 per Claim/Aggregate.

C. Additional Requirements

Evidence of Insurance. CBO must furnish the City, CDPH, 333 S. State Street, 2nd Floor, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. CBO must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a noncomplying insurance certificate, endorsement or other insurance evidence from CBO 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. CBO 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 CBO 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 CBO to comply with required coverage and terms

and conditions outlined herein will not limit CBO liability or responsibility nor does it relieve CBO 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.

<u>Notice of Material Change, Cancellation or Non-Renewal</u>. CBO 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.

<u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by CBO.

<u>Waiver of Subrogation</u>. CBO hereby waives its rights 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. CBO agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for CBO insurer(s).

<u>Consultants Insurance Primary</u>. All insurance required of CBO under this Agreement must be endorsed to state that CBO insurance policy is primary and not contributory with any insurance procured or maintained by the City.

<u>No Limitation as to CBO Liabilities</u>. The coverages and limits furnished by CBO in no way limit or restricts the CBO liabilities and responsibilities specified within the Agreement or by law.

<u>No Contribution by City</u>. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by CBO under this Agreement.

<u>Insurance not Limited by Indemnification</u>. 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.

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

<u>Joint Venture or Limited Liability Company</u>. If CBO 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 CBO If CBO desires additional coverages, the CBO will be responsible

for the acquisition and cost.

Insurance required of Contractors and Subcontractors. CBO must name the Contractor(s) and Subcontractor(s) as a named insured(s) under CBO's insurance or CBO will require each Contractor(s) and Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Property, Professional Liability Insurance. Contractor's Pollution Liability, Builders Risk, and/or Environmental & Asbestos Abatement Liability with coverage at least as broad as in outlined in Section A and B, Insurance Required. The limits of coverage will be determined by CBO and may be subject to approval by the City. CBO must determine if Contractor(s) and Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. CBO is responsible for ensuring that each Contractor and Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. CBO is also responsible for ensuring that each Contractor and Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, CBO must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. Failure of the Contractor and Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit CBO's liability or responsibility.

<u>City's Right to Modify</u>. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

XIV. Additional Guidance

Bidders' Conference

An online Bidders' Conference has been scheduled for this RFP for August 2, 2021 at 10:30 am Central Time. The purpose of the Bidders' Conference is to provide an overview of this RFP, describe the proposal review process, and answer prospective respondents' questions. Organizations planning to apply for funding are strongly encouraged to participate in a Bidders' Conference.

Bidders' Conference

Date and Time of Conference: Monday, August 2, 2021, 10:30 AM CT

Location: Link for Virtual Conference, if there are issues opening the hyperlink, please use the link below:

https://teams.microsoft.com/l/meetup-

join/19%3ameeting NjdiODk0MjQtMzcyZC00ZWJjLWFINTQtY2Y3MmFjYmY0Y2Rk%40thread.v2/0?cont ext=%7b%22Tid%22%3a%227036cda9-062d-4151-8144-

97ddc56e7027%22%2c%22Oid%22%3a%228c32ddd9-a321-4608-b21d-143febe1d4ea%22%7d

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

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

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

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

If any Respondent has provided any services for the City in researching, consulting, advising, drafting, or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.

- 2. Governmental Ethics Ordinance, Chapter 2-156: All respondents agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 which includes the following provisions: a) a representation by the respondent that he/she has not procured the grant agreement in violation of this order; and b) a provision that any grant agreement which the respondent has negotiated, entered into, or performed in violation of any of the provisions of this Ordinance shall be voidable by the City.
- **3. Selected respondents:** shall establish procedures and policies to promote a Drug-free Workplace. The selected respondent shall notify employees of its policy for maintaining a drug-free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. The selected respondent shall notify the City if any of its employees are convicted of a criminal offense in the workplace no later than ten days after such conviction.
- 4. Business Relationships with Elected Officials: Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, 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 any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the

elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

- 5. Compliance with Federal, State of Illinois and City of Chicago regulations, ordinances, policies, procedures, rules, executive orders and requirements, including Disclosure of Ownership Interests Ordinance (Chapter 2-154 of the MCC); 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 MCC); Office of the Inspector General Ordinance (Chapter 2-56 of the MCC); Child Support Arrearage Ordinance (Section 2-92-380 of the MCC); and Landscape Ordinance (Chapters 32 and 194A of the Municipal Code).
- **6. If selected for grant award:** respondents are required to (a) execute the Economic Disclosure Statement and Affidavit, and (b) indemnify the City as described in the grant agreement between the city and successful respondents.
- 7. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4. No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractors, Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Subowners") and spouses and domestic partners of such Sub-owners (Contractor 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 this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants 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 the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

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

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

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

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

- **8.** (a) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 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) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
 - (c) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, 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 this Contract, 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 Contractor by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by the City's Office of the Inspector General Hiring Oversight.

9. False Statements

(a) 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 makes a false statement of material fact to the City in connection with any application, 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; Amend Coun. J. 3-18-09, p. 56013, § 1)

- (b) 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)
- (c) 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)

Budget Summary Form

The attached form should be used to (1) track the expenditures of a program based on the type or category of expenditure (e.g., personnel, materials and supplies, equipment, etc.) and (2) identify all other program costs charged to other funding sources. Follow these instructions to accurately complete the form.

A1. Department: Please identify the City department.

A2. Program: Please identify the name of the City program.

B1. Agency Name: Please identify the name of the Delegate Agency.

B2. FEIN: The Internal Revenue Service (IRS) assigns a 9-digit federal employer identification

number (FEIN) to every organization employing one or more individuals. Please indicate the delegate agency's FEIN in the space provided. Should an agency have questions concerning its identification number, call the IRS at (800) 829-1040.

C1. Program Name: Please identify the Delegate Agency Program name.

C2. Phone Number: Please identify the employee contact and phone number for the Program

C3. Email Address: Please identify the contact email address for the Program.

D. Program Budget Year: 2022

by Other Share:

D1. Type of ExpenditureThe necessary information has already been provided for rows 18-24. In exceptional cases, departments may obtain approval to use "other" accounts. If you are unsure

how to categorize a specific cost, please contact your department program contact. <u>Please note</u>: For local transportation costs, the automobile allowance for staff is the same as the allowance for City employees. In 2020, the standard mileage rate is

57.5 cents per mile.

D3. City Share: This column will be automatically populated by formulas based on the information

entered into the "City Share" columns in the Personnel & Non-Personnel forms.

D4. Other ShareThis column will be automatically populated by formulas based on the information

entered into the "Other Share" columns in the Personnel & Non-Personnel forms.

D5. Total CostThis column will be automatically generated by formulas based on the information

entered into (D3) and (D4).

E. Percentage of Total This column will be automatically generated by formulas based on the information

Program Costs Paid entered into (D4) and (D5).

Personnel Budget Form

This form should be used to estimate or project a delegate agency's anticipated personnel costs for fiscal year 2021 and provide a summary of the job responsibilities for each budgeted position.

Personnel Budget Allocation: 2022

A1. Position Title: List all positions that will be funded under this program during fiscal year 2019. This

should include salaries that will be paid exclusively by funding sources other than

the City.

A2. Number of For each position listed in column (A1), indicate the number of employees to be

Employees: funded.

A3. Salary Rate: For each position listed in column (A1), indicate the corresponding salary rate(s)

(either annually or hourly) for each employee. If there are different rates for the

same position, list the rates one under another.

A4. Time Spent on Please indicate the percentage (%) of time that this employee is anticipated to

Program: spend on this program.

A5. Pay Periods: List the number of pay periods per year.

A6. City Share: For each position listed, please indicate what amount of salary will be paid with City

funds.

A7. Other Share This information will be automatically generated by formulas.

Other Share is generated by subtracting column (A6) from column (A8).

A8. Total Cost: This information will be automatically generated by formulas.

Total Cost is generated by multiplying columns (A2), (A3), and (A4).

A9. Summary of Job Describe briefly the duties and responsibilities associated with each position listed in

Responsibilities: column (A1).

A10. Personnel Totals: This information will be automatically generated by formulas.

Personnel Totals indicates subtotals for columns (A2), (A6), (A7), and (A8).

B. Fringe Benefits and Total Personnel Costs:

Both the federal government and the State of Illinois require employers to pay various employee taxes and contributions¹. These taxes and contributions, along with certain fringe benefits that a delegate may wish to offer its employees, are eligible expenses. The City's share of fringe costs must be reasonably proportional to the City's share of salary costs. Please estimate these various costs on the form where indicated.

B1a. Social Security: The employer and employee tax rate for social security is 6.2%. The wage base limit

is \$128,400. This should be computed every payroll period.

B1b. Medicare: The employer and employee tax rate for Medicare tax is 1.45%. There is no wage

base limit for Medicare tax; all covered wages are subject to Medicare tax. This

should be computed every payroll period.

B2. State Unemployment

Insurance²:

Identify the City's share and total cost of State Unemployment Insurance in columns G and I, respectively. It is likely that your organization is liable for State Unemployment Insurance. For further information contact the Illinois Department of Employment Security hotline at (800)247-4984.

B3. State Worker's

Compensation:

Identify the City's share and total cost of State Worker's Compensation Insurance in columns G and I, respectively. This insurance is computed at a rate determined by the employee's type of business or organization. How often an employer must pay worker's compensation is based on the size of the insurance premium. All applicants are encouraged to call the National Council of Compensation Insurance (NCCI) at

(800) 622-4123 for technical assistance in this matter.

B4-B5. Other: Please list any other employer expenses or benefits the agency will or must offer its

employees. Please identify the City Share and the Total Cost in columns G and I.

B6. Fringe Benefits Total: This information will be automatically generated by formulas.

Fringe Benefits Totals indicates subtotals for Fringe Benefits columns G-I.

B7. Personnel Costs Total: *This information will be automatically generated by formulas.*

Personnel Costs Totals are generated by adding Personnel Totals (A10) and Fringe

Benefits Totals (B6).

Please Note: Regarding Insurance

The Chicago Department of Finance (Finance) has established minimum insurance requirements for applicants awarded federal or state funds. The types of insurance required include worker's compensation; general liability; a fidelity bond (if applicable); automobile liability; and professional liability. Finance reserves the right to require additional types of insurance.

¹The Federal Insurance Contributions Act (FICA) tax includes two separate taxes. One is social security tax and the other is Medicare tax. Different rates apply for each of these taxes. <u>www.irs.gov</u>.

² Most non-profit agencies do not have to pay the Federal Unemployment Tax. Check with the IRS at (800) 829-1040 to determine if your agency is exempt. An agency should also check with the lead City department to determine whether additional benefit(s) it wishes to offer are City eligible expenses.

Non-Personnel Budget Form

This form should be used to estimate and justify the non-personnel line item amounts shown on the Budget Summary.

Non-Personnel Budget Allocation: 2022

A1. Type of Expenditure: The necessary information has already been provided for Rows 9-13. Delegate

A2. Account Number: budgets are limited to the accounts listed on the Non-Personnel Budget.

For any "Other" approved type(s) of expenditure, list the account description(s) and

the corresponding account number(s) which are applicable to this program.

Do not include the personnel account.

A3. City Share: For each type of expenditure and account number, please indicate how much will be

paid with City funds.

A4. Other Share: This information will be automatically generated by formulas.

Other Share is generated by subtracting (A3) from (A5).

A5. Total Cost: Indicate the total amount budgeted for each expenditure type and account number.

A6. Description and

Justification:

All funds listed in (A5) must be justified for City Share and Total Cost. Please show all

calculations. Include quantities and unit costs wherever possible.

A7. Non-Personnel Totals: This information will be automatically generated by formulas.

Non-Personnel Totals indicates totals for (A3), (A4), and (A5).

CONFLICT OF INTEREST QUESTIONNAIRE

Federal, State and City law prohibits employees and public officials of the City of Chicago from participating on behalf of the City in any transaction in which they have a financial interest. This questionnaire must be completed and submitted by each applicant. The purpose of this questionnaire is to determine if the applicant, or any of the applicant's staff, or any of the applicant's Board of Directors would be in conflict of interest.

		Yes	No
If yes, please	e list the names(s) be	low:	
	• •		ach person listed above is a City employee, consulta
Will the fund	person; and identify the a list of the a list of the second secon	he City pplicant urrently	Department in which he/she is employed. t be used to award a subcontract to any individual or has/have been within one year of the date ont, or a City Councilperson?
Will the fund	person; and identify the a list of the a list of the second secon	he City pplicant urrently onsultar	Department in which he/she is employed. t be used to award a subcontract to any individual or has/have been within one year of the date o

3. Is there any member(s) of the applicant's staff or member(s) of the applicant's Board of Directors or other governing body who are business partners or family members of a City employee, consultant, or City Councilperson,?

V	NI -
Yes	No

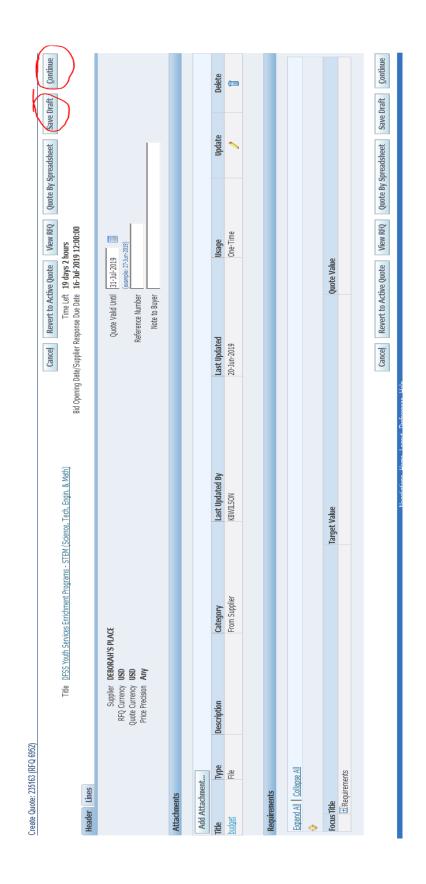
If yes, please identify on a separate sheet of paper, the City employee, consultant, or Councilperson with whom each individual has family or business ties.

Name of Applicant:		
Signature of Applicant's Representative	Title	
Date:		

Office of Budget and Management

How to Submit an Application in the eProcurement System

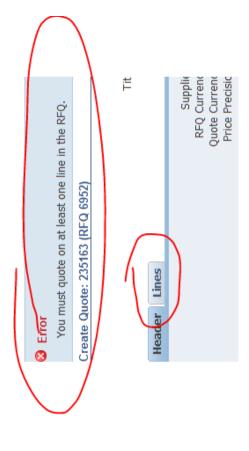
When you are ready to submit, start by saving your draft one last time. Then click Continue.



If you are missing information, you will be given an error message on the top of the page.



Usually the error messages direct to something left undone in the application. In the last example, the error message indicated that the lines (found under the lines tab) had not been filled out.



refers to your (in this case, missing) answer. unanswered question in the application (or Requirements section). The Quote Value In this example, the error is about an



errors, you are ready to proceed and Once your application is free from application into the "Review and submit! At this point, clicking "Continue" should put your Submit" phase.



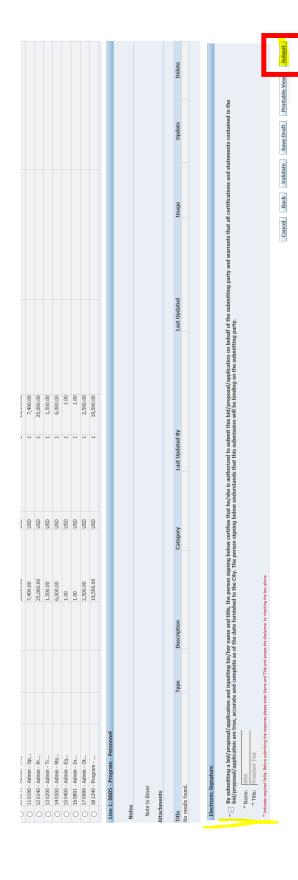
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First Name				John			
Last Name				Chicago			
Telephone				864-855-9999			
E-mail Address				TheBestAgency@childcare.com			
Contact Type				Email Applicant			
Hide Organization Information							
Requirement						Target Value	
Legal Organization Name							Super Leaders Academy Nation
Address							18555 E. 32nd St
City							Chicago
State							11
Zip							66909
Telephone Number							845-251-XXX
Federal Employer Identification Number							84-992289
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Head of Agency Name							Jane Doe
Head of Agency Title							Executive Diffector
Head of Agency Contact Telephone							845-251-XXX
Head of Agency E-mail Contact							JaneDoe@superLeadersAcademy.com
Chief Finance Officer Name							Terry Doe Jr.
Chief Finance Officer Title							Finance Officer
Chief Finance Officer Telephone							845-251-XXXX
Chief Finance Officer E-mail							terrdoe@superLeadersAcademy.com
Website Address							NA
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Then click "Submit".



The eProcurement system will not send a confirmation email so it is critical that you see this screen. submittal confirmation screen. Make sure that you see this





NEW ONLINE ISUPPLIER CUSTOMER SUPPORT CENTER

EFFECTIVE: DECEMBER 1, 2019

Office Days/Hours: Monday – Friday from 8:30am to 4:30pm

Customer Support Center Telephone Number: (312) 744-HELP (4357)

Customer Support Center Email Address: CustomerSupport@cityofchicago.org

The New iSupplier Customer Service Support Center (**Help Desk**) will provide assistance in the following areas:

- **★** Registration and Login Assistance
- **★** Contact and Address Update Assistance
 - * Solicitation Assistance
 - * Invoicing Assistance
 - **★** Training Dates and Training Material

All previous contact information will be forwarded to the new Help Desk at CustomerSupport@cityofchicago.org or (312) 744-HELP (4357).

INSURANCE REQUIREMENTS

Chicago Department of Health Community-Based Organization ("CBO") Rehabilitation of Project Sponsor Facilities Coordination

A. INSURANCE REQUIRED OF CONTRACTOR

CBO must provide and maintain at CBO's own expense, during the term of the Agreement and during the time period following expiration if CBO 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.

1) <u>Workers Compensation and Employers Liability</u> (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work, services or operations under this Agreement and Employers 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.

CBO 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 Coverage.

2) <u>Commercial General Liability</u> (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, 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, separation of insureds, defense, professional services exclusion deleted, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and other entities as required by City must be provided additional insured status with respect to liability arising out of CBO'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 CBO's acts or omissions, whether such liability is attributable to the CBO or to the City on an additional insured endorsement form acceptable 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. CBO's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

CBO 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 (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the CBO with limits of not less than \$1,000,000 per occurrence or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City is to be added as an additional insured on a primary, non-contributory basis.

CBO 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) <u>Excess/Umbrella</u>

Excess/Umbrella 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 right of contribution by any other insurance or self-insurance maintained by or available to the City.

CBO may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Professional Liability

Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 covering acts, errors, or omissions. Coverage must include, but not be limited to, the following: technology errors and omissions and pollution liability if environmental site assessments are conducted when applicable. 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.

6) Blanket Crime

CBO must provide Blanket Crime coverage covering all persons handling funds under this Contract, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies collected, received and on premises at any given time.

7) Property

CBO is to provide evidence of All Risk Property Insurance to protect against loss of, damage to, or destruction of the property of CBO that is part of this Agreement.

CBO is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned, used, by CBO.

B. INSURANCE REQUIRED OF CONTRACTOR'S DURING CONSTRUCTION

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.

1) <u>Workers Compensation and Employers Liability</u> (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to, the following: other states endorsement, alternate employer and voluntary compensation endorsement, when applicable.

2) <u>Commercial General Liability</u> (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$500,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, 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, mobile equipment, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Contractors, 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. If a 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 Contactor 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. 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.

3) <u>Automobile Liability</u> (Primary and Umbrella)

Contractor must maintain Automobile Liability Insurance with limits of not less than \$500,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. If applicable, coverage extension must include an MCS-90 endorsement where required by the Motor Carrier Act of 1980. The City is to be named as an additional insured on a primary, non-contributory basis.

4) <u>Professional Liability</u>

When any architects, engineers, construction managers or other 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 \$500,000 Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted. 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.

5) <u>Contractors Pollution Liability</u>

Contractor must maintain Contractor's Pollution Liability when any Contractor's work, services, or operations performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services, Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$1,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. 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. The City is to be named as an additional insured.

6) Builders Risk

Contractor must provide an All-Risk Builders Risk Insurance at replacement cost when Contractor undertakes any construction, including improvements, betterments, and/or repairs for materials including off-site materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent project. Coverages must include, but are not limited to, the following: in-transit, equipment breakdown, earth movement, flood, water including overflow, leakage, sewer backup or seepage, utility services, damage to existing property, scaffolding, false work, fences, and temporary structures, collapse, debris removal, faulty workmanship or materials, cold testing, extra expense, ordinance or law for increased cost of construction. The City is to be named as an additional insured and loss payee as it's interest may appear.

7) Environmental and Asbestos Abatement Liability

If the Contractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor must provide the following minimum limits of liability, for such exposures subject to requirements and approval of the City: \$1,000,000 per Claim/Aggregate.

C. Additional Requirements

Evidence of Insurance. CBO must furnish the City, CDPH, 333 S. State Street, 2nd Floor, Chicago, 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. CBO must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from CBO 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. CBO 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 CBO 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.

<u>Failure to Maintain Insurance</u>. Failure of the CBO to comply with required coverage and terms and conditions outlined herein will not limit CBO liability or responsibility nor does it relieve CBO 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.

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<u>Notice of Material Change, Cancellation or Non-Renewal</u>. CBO 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.

<u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by CBO.

<u>Waiver of Subrogation</u>. CBO hereby waives its rights 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. CBO agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for CBO insurer(s).

<u>Consultants Insurance Primary</u>. All insurance required of CBO under this Agreement must be endorsed to state that CBO insurance policy is primary and not contributory with any insurance procured or maintained by the City.

<u>No Limitation as to CBO Liabilities</u>. The coverages and limits furnished by CBO in no way limit or restricts the CBO liabilities and responsibilities specified within the Agreement or by law.

<u>No Contribution by City</u>. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by CBO under this Agreement.

<u>Insurance not Limited by Indemnification</u>. 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.

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

<u>Joint Venture or Limited Liability Company</u>. If CBO 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 CBO If CBO desires additional coverages, the CBO will be responsible for the acquisition and cost.

Insurance required of Contractors and Subcontractors. CBO must name the Contractor(s) and Subcontractor(s) as a named insured(s) under CBO's insurance or CBO will require each Contractor(s) and Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Property, Professional Liability Insurance. Contractor's Pollution Liability, Builders Risk, and/or Environmental & Asbestos Abatement Liability with coverage at least as broad as in outlined in Section A and B, Insurance Required. The limits of coverage will be determined by CBO and may be subject to approval by the City. CBO must determine if Contractor(s) and Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. CBO is responsible for ensuring that each Contractor and Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. CBO is also responsible for ensuring that each Contractor and Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, CBO must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. Failure of the Contractor and Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit CBO's liability or responsibility.

<u>City's Right to Modify</u>. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.