

Delegate Agency Solicitation #8577,1 (RFP)

CDPH - National HIV Behavioral Surveillance Project Core Populations

Specification Number:1243392

Required for use by: DEPARTMENT OF HEALTH

Bid/Proposal Submittal Date and Time: 12:00 PM Central Time, 13-JUN-2022

Deadline for Questions: 04:00 PM Central Time, 16-MAY-2022

Buyer: GARCIA, SARAH

Email Address: Sarah.Garcia@cityofchicago.org

Phone Number: 3127479397

Pre-Solicitation Conference Date and Time: 09:00 AM Central Time, 12-MAY-2022

Pre-Solicitation Conference Location:

 $https://teams.microsoft.com/dl/launcher/launcher.html?url=\%2F_\%23\%2Fl\%2Fmeetup-join\%2F19\%3Ameeting_N2EyMDE0MDctNTQ1Yy00MDc2LTllNDltZTQ3NTQxOTE2ODM5\%40thread.v2\%2F0\%3Fcontext\%3D\%257b\%2522Tid\%2522\%253a\%25227036cda9-062d-4151-8144-97ddc56e7027\%2522\%252c\%2522Oid\%2522\%253a\%2522b1d222cf-5c78-458e-b869-05294bc057ac\%2522\%257d\%26anon%3Dtrue\&type=meetup-join&deeplinkId=8309ffd1-102d-44e9-ae87-60d57a516564&directDl=true&msLaunch=true&enableMobilePage=false&suppressPrompt=true$

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: 1243392

Type of Funding:

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1 Header Information

1.1 General Information

Title CDPH - National HIV Behavioral Surveillance Project Core Populations
Description CDPH - National HIV Behavioral Surveillance Project Core Populations

Amendment Date 13-MAY-2022 14:27:39

Amendment Changing Supplier Response Due Date to June 13, 2022

Description

Preview Date 13-MAY-2022 14:27:39 Open Date 13-MAY-2022 14:27:39

Close Date 12:00 PM Central Award Date Not Specified

Time, 13-JUN-2022

Time Zone Central Time Buyer GARCIA, SARAH

Quote Style Blind Email Sarah.Garcia@cityofchicago.

org

Event Delegate Agency Outcome Delegate Agency Blanket

Agreement

1.2 Terms

Effective Start Date Not Specified
Ship-To Address 041- DEPAUL 2FL
333 S. STATE ST.
2ND FLOOR
Effective End Date Not Specified
Bill-To Address 041- DEPAUL 2FL
333 S. STATE ST.
2ND FLOOR

Chicago, IL 60604 Chicago, IL 60604 United States United States

Payment Terms IMMEDIATE Carrier

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

Total Agreement Not Specified Minimum Release Not Specified

Amount (USD) Amount (USD)

1.3 Requirements

RFP DEADLINE

<u>PLEASE NOTE</u>: 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 <u>only</u>. Emailed communication will be directed back to Online Discussion.

Provide your answer below

Specification Number: 1243392

Type of Funding:

~
Contact
What is the First Name of the contact person for this RFP?
1
Provide your answer below
What is the Last Name of the contact person for this RFP?
D :1
Provide your answer below
What's de Tide of de service of the DVDC
What is the Title of the contact person for this RFP?
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?
Provide your answer below
Provide your answer below
Organization Information
Organization into ination
What is your Legal Organization Name?
Descride views engines heles:
Provide your answer below

Specification Number: 1243392 Type of Funding: Title: CDPH - National HIV Behavioral Surveillance Project Core Populations

Organization Information
What is your I and Owenization Address?
What is your Legal Organization Address?
Provide your answer below
What is your Legal Organization City?
Provide your answer below
What is your Legal Organization State?
Drovida yayır anaylar balayı
Provide your answer below
What is your Legal Organization Zip Code?
Provide your answer below
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
1 least their your agency of ederal Employer identification Number. Tour reductar ray in humber is a 5

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Organization Information
digit number that contains only numbers. Acceptable formats for this number are 123456789 or 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.
Provide your answer below
Please enter the Unique Entity ID (SAM) number associated with your organization. All organizations receiving federal financial awards or sub-awards must have a Unique Entity ID (SAM) number. You may search for your Unique Entity ID (SAM) number or request one here - http://SAM.gov
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.
rease provide the effect executive s contact telephone number, including area code.

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Type of Funding:

Organization Information
Provide your answer below
Please provide your chief executive's e-mail address.
Provide your answer below
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.
Dravida yayır anayar balayı
Provide your answer below
Dravida the WADD(s) whom the complete will be effected
Provide the WARD(s)where the services will be offered.

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Type of Funding:

Community Reach
Provide your answer below
Agency Experience, Equity and Cultural &
Linguistic Competence
Describe your organization's history and experience working with the populations of gay, bisexual, and other men who have sex with men (MSM), people who inject drugs (PWID), and heterosexually active adults at increased risk for HIV infection (HET).
Dravida your angwer helew
Provide your answer below
Describe how your organization will incorporate racial and health equity to contribute to <i>Healthy Chicago</i>
2025, the city's community health improvement plan. through integrating the following guiding principles:
Deconstructing racist systems – actively working to reframe and dismantle systems that perpetuate
privilege.
Trauma prevention and trauma-informed services – ensuring services address trauma and healing.
· Cultural responsiveness – ensuring services are culturally and linguistically appropriate.
Health equity in all communities – allocating resources and services to people and areas with the greatest
need
Provide your answer below
Describe how your frontline staff, management, and the Board of Directors are reflective of the
population(s) your agency serves.
Provide your answer below
Describe and instanting and administration of the second s
Describe any innovative or successful activities your organization has undertaken to improve cultural and linguistic capacity.
iniguistic capacity.
Provide your answer below

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Agency Experience, Equity and Cultural &
Linguistic Competence
Describe your organization's presence, involvement, and collaboration with the community and community members of the following populations from: MSM, PWID, HET
Provide your answer below
Project Description
Abstract: Please provide your organization's Project Abstract and its experience relevant to the proposal
The Project Abstract should be a brief summary of the proposed project including the purpose and outcomes that relate to the bolded outcomes found in the logic model of section V.b. of the RFP.
Provide your answer below
Background: Applicants must provide a description of relevant background information that includes:
- how your organization fits into the context of HIV prevention, response, testing, and treatment service and ultimately aid in reducing HIV incidence among populations overburdened by HIV infection
- the organization's history and experience working with the populations of gay, bisexual, and other men who have sex with men (MSM), people who inject drugs (PWID), and heterosexually active adults at increased risk for HIV infection (HET).
Provide your answer below
Approach: Outcomes
Applicants must clearly identify the outcomes they expect to achieve by the end of the period of performance. Outcomes are the results that the program intends to achieve. This section should include:
proposed outcomes that are consistent with the period of performance outcomes described in the logic

- proposed outcomes that are consistent with the period of performance outcomes described in the logic model in section V.b of the RFP.
- description of plans for conducting required strategies and activities that are consistent with the Project Description and logic model, including an appropriate plan to complete 500 surveys with eligible participants for each data cycle.
- description of how your organization will measure and report the proposed outcomes.
- description of how your organization will monitor your program for quality.
- description of how you will submit monthly reports to CDPH detailing the activities carried out under this grant.

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Project Description
Provide your answer below
Approach: Strategies and Activities
Applicants must provide a clear and concise description of the strategies and activities they will use to achieve the period of performance outcomes. Applicants must select existing evidence- based strategies that meet their needs or describe how these strategies will be evaluated over the course of the period of performance. This section should include:
- description of organization's experience implementing recruitment strategies and activities to reach MSM, PWID, and HET populations.
- description of methods of ensuring demographic, geographic, and risk behavior diversity of participants for project.
- description of experience conducting community-level surveys.
- description of how your organization will ensure that staff will be identified and/or hired and trained to accomplish formative assessment, recruitment, survey, and specimen collection goals for NHBS project.
- description of how data will be collected and managed, following data security and confidentiality protocols, daily during data collection period. Describe how staff will ensure the security of survey and specimen testing data.
- description of plans for linking participants to available care and other resources if needed including HIV care and treatment and/or viral hepatitis care and treatment.
- description of how data will be used to conduct data analysis and disseminate data to pertinent stakeholders and community partners by producing at least one data-related deliverable (report, abstract, presentation, fact sheet) to inform HIV prevention services planning and decision-making.
Provide your answer below
If applicable, please describe demonstrated previous experience with National HIV Behavioral (NHBS) surveillance, research, or programmatic activities among MSM, PWID, and HET populations in Chicago.
Provide your answer below
Staffing Plan
Please attach your organizations staffing plan in response to this RFP and in accordance with Section VI. Staffing Plan of the RFP document.
Provide your answer below

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Staffing Plan
Describe the staffing plan for the program, including, relevant qualification and characteristics of the staff who will be working in the program.
Provide your answer below
Please describe your organization's capacity to staff a Project Coordinator, Field Supervisor, and Coupon Manager.
Provide your answer below
Trovide your diswer below
Please describe your organization's capacity to staff Field Staff including recruiters and interviewers.
Provide your answer below
Please describe your organization's capacity to staff phlebotomists to collect blood-based specimen
samples for HIV and viral hepatitis testing, as well as HIV and viral hepatitis test counselors.
Provide your answer below
Please describe your organization's capacity to staff a data manager and/or data analyst to manage
demographic, behavioral, and test result data.
Provide your answer below
Please describe your organization's capacity to staff Spanish speaking staff for participant recruitment and
interviewing.
-

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Staffing Plan
Provide your answer below

Work Plan

Applicants must prepare a work plan consistent with the RFP Project Description Scope of Services section (V.b). The work plan integrates and delineates more specifically how the recipient plans to carry out achieving the period of performance outcomes, strategies and activities, evaluation, and performance measurement.

Provide a detailed work plan describing and identifying activities that will be used to achieve the proposed scope of services outlined in the RFP. Each detailed work plan must include discussion of the applicant's approach to conduct the strategies and activities and their ability to meet each benchmark. Activities indicate the tasks that must be completed to achieve the scopes of services and must be specific, measurable, realistic. Include a timeline and person responsible for completing activities outlined. The subsequent subsections highlight, but are not limited to, priority activities of the strategies outlined in the scopes of services outlined in the RFP.

Limit to 4,000 characters or less. You may also attach a response in a separate document.

Provide your answer below

Preparation:

Provide a narrative of how your organization experience and capacity to conduct the formative assessment activities described in the Scope of Services, to identify interview locations around the City of Chicago.

- Provide your organization's experience in creating standard operating procedures to ensure activities are accurately completed for successful completion of project.
- Describe your organization's experience and capacity in conducting review of secondary data sources and qualitative data collection including key informant interviews and focus-groups.

Provide your answer below

Recruitment and Data Collection:

Describe your organization's experience and capacity:

- in recruiting participants, preferably through respondent-driven sampling and venue-based sampling.
- in systematically collecting demographic and behavioral characteristics through conducting standardized surveys.
- to collect blood specimen(s) for HIV and/or viral hepatitis testing as well as storing and shipment of collected blood-based specimens.

Provide your answer below

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Work Plan
Data Management and Dissemination:
Describe your organization's experience and capacity:
- in ensuring HIV data security and confidentiality by adhering to all local, state, and national data security
and confidentiality guidelines.
- in managing, cleaning, and submitting survey data via a secure file transfer program (sFTP).
- in disseminating data products (such as reports, presentations, fact sheet) to pertinent stakeholders and
community partners to inform decision-making.
Provide your answer below
Trovide your answer below
Quality Assurance
Describe your organization's experience and capacity:
- participating in required project trainings.
- submitting monthly reports detailing the activities carried out under this grant.
Dec 11. Annual control of the contro
Provide your answer below
Budget and Justification
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
Trovide your unswer below
Attach a completed budget and justification template per instruction.
Describe account below
Provide your answer below
Describe your organization's capacity to operate on a reimbursement basis.

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Budget and Justification
Provide your answer below
Evaluation and Quality Improvement
Please provide an evaluation and performance measurement plan that is consistent with the work plan.
Provide your answer below
Describe analytic assumed a still the analytic and the state of the st
Describe quality assurance activities consistent with the content proposed in the RFP Project Description (Section V).
Provide your answer below
Describe monitoring and evaluation procedures and how evaluation and performance measurement will be incorporated into planning, implementation, and reporting of project activities to CDPH.
meorporated into planning, imprementation, and reporting of project delivines to CD111.
Provide your answer below
Describe plans for monitoring recruitment and participation numbers for each data collection cycle.
Provide your answer below
Trovide your answer below
Describe how performance measurement and evaluation findings will be reported to CDPH and used to
demonstrate the outputs and outcomes of the RFP and for continuous program quality improvement.
Provide your answer below

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Evaluation and Quality Improvement
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
Please acknowledge that you have read the laws, statutes, ordinances and executive orders section of the RFP.
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.

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Type of Funding:

Statement of Assurance/ Confirmation of		
Required Documents		
rovide 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 FORM		APPLICATION
SUBMITTING		
APPLICATION		
ATTACHMENT 05: Online	File	Online Customer Support – please contact for all
Customer Support		online technical support
ATTACHMENT 06:	File	Insurance Requirements
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 open

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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

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Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

Specification Number: 1243392

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** g Category **Not Specified** Target Price (USD) **Not Specified**

Shopping Category Not Specified Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

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Type of Funding:

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City of Chicago



REQUEST FOR PROPOSALS (RFP) National HIV Behavioral Surveillance Project Core Populations RFP# 8577

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

For further information:
Irina Tabidze, MD MPH
Chicago Department of Public Health
Phone: (312) 747-9867

Irina.Tabidze@cityofchicago.org

City of Chicago Department of Public Health Syndemic Infectious Disease Bureau

I. Purpose

The City of Chicago ("City") acting through the Chicago Department of Public Health (CDPH) is releasing this Request for Proposal (RFP) to partner with an organization to conduct National HIV Behavioral Surveillance (NHBS) activities including bio-behavioral surveillance to monitor HIV-related behaviors, detect changes over time in HIV risk behaviors among populations via surveys and HIV testing among populations overburdened by HIV infection in Chicago. The NHBS project is funded by the Centers for Disease Control and Prevention (CDC) NHBS grant. NHBS activities aims to fill the gaps in knowledge regarding HIV prevention priorities among populations in geographic areas where current data are limited. Data from NHBS will be disseminated to community stakeholders and health planning groups to improve HIV prevention, response, and testing and treatment services, and to reduce HIV incidence among populations overburdened by HIV infections.

This RFP is for **NHBS Core** activities to be implemented among three populations overburdened by HIV infection:

- a. People who Inject Drugs
- b. Gay, bisexual, and other men who have sex with men
- c. Heterosexually active adults at increased risk for HIV infection

Organizations with demonstrated experience in working with PWID, MSM, and HET populations, and able to provide the required Core services outlined in the Scope of Services are invited to apply to this RFP.

People recently diagnosed with HIV in Chicago are most likely infected through male-to-male sexual contact (MSM), injection drug use (IDU/PWID) or heterosexual contact (HET); the three population foci of the proposed bio-behavioral surveillance system¹. Though racial inequity in health outcomes is a historic and ongoing problem in Chicago, the intensity of disparity in HIV rates among MSM, PWID, and HET populations calls for an urgent and forceful response from the city. This investment strategy unites Chicago's commitment to sound public health with our city's deep commitment to better understanding and addressing racial and ethnic disparities in HIV acquisition. CDPH's mission is to promote and improve health by engaging residents, communities, and partners in establishing and implementing policies and services that prioritize residents and communities with the greatest need. CDPH's work is guided by its community health improvement plan, Healthy Chicago 2025, that is focused on racial and health equity. This RFP aligns with Healthy Chicago 2025's assessment theme of Improve systems of care for population most affected by inequities and the Health and Human Services priority area, with the aim of increasing comprehensive and culturally appropriate healthcare including HIV prevention, care, and treatment among populations overburdened by HIV infections, particularly Black and Latinx Chicagoans.

II. Background

Chicago, like other large urban areas, continues to be disproportionately affected by HIV. CDPH's 2020 HIV/STI Surveillance report¹ shows more than 29,000 people are living with HIV (PLWH) in Chicago through the end of 2019. The epidemic in Chicago is concentrated among people of color and men who have sex with men (MSM). Eighty percent of PLWH in Chicago are male, 50% are non-Hispanic (NH) Black, 22% are Hispanic, 20% are NH White, and 5% are individuals who identify as Other race.

As previously stated, people recently diagnosed with HIV in Chicago are most likely infected through male-to-male sexual contact (MSM), injection drug use (IDU/PWID) or heterosexual

Chicago Department of Public Health. HIV/STI Surveillance Report, 2019. Chicago, IL: City of Chicago; December 2020.

contact (HET). In 2019, 652 people were newly diagnosed with HIV. Of these, 82% (533/652) were male, 73.5% (479/652) resulted from MSM mode of transmission, 56% (365/652) were NH Black, and 39% were between 20 -29 years of age. Among males, 87% (462/533) of cases were a result of MSM contact and 4.5% were a result of IDU. In females, 84% (84/100) of cases were a result of heterosexual contact and 15% (15/100) were a result of IDU. Between 2018 and 2019 the proportion of HIV cases among MSM increased from 71.3% to 73.5%. In 2019, more than 50% of recent HIV diagnoses among MSM were among NH Blacks (245/479), followed by Hispanics at 27% (130/479), and NH White at 16% (76/479). The number of HIV diagnoses resulting from IDU increased by 29% (from 31 in 2015 to 40 in 2019). Among new HIV diagnoses through IDU, 70% were NH Blacks and 60% were male. While HIV diagnoses resulting from IDU have slightly increased, heterosexual contact continues to be the second leading mode of HIV transmission in Chicago, in 2019. Nearly 76% (84/111) of recent heterosexual HIV diagnoses were among females.

This RFP will improve HIV prevention, response, testing, and treatment services and ultimately aid in reducing HIV incidence among populations overburdened by HIV infections through essential data obtained through National HIV Behavioral Surveillance System (NHBS), which is only source of national data monitoring HIV-related behaviors among populations overburdened by HIV infections.

Alignment with CDPH Guiding Principles

All CDPH investments are guided by the following principles. CDPH delegates and their subcontractors are expected to integrate these principles into organizational policy and practice. Respondents will be asked to address these principles in their response to this funding opportunity:

- Deconstructing racist systems actively working to reframe and dismantle systems that perpetuate privilege.
 - Providing professional and personal development particularity around the topic of racism, diversity, equity, and inclusion.
- Trauma prevention and trauma-informed services ensuring services address trauma and healing.
- 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

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 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

The initial contract period will be from June 1, 2022 through December 31, 2024, with up to two one-year extensions, at the discretion of the City based on the availability of funds, the need to extend services, and the respondent's performance. For the period beginning May 1, 2022 through December 31, 2022, the prorated budget amount would be \$192,030.

Please note, there might be additional funding to conduct Hepatitis B and C testing during the two NHBS PWID cycles during year 1 (2022) and year 3 (2024). CDPH may reallocate funding during contract extension negotiations based on the following: funding, grantee's performance, and programmatic priorities. CDPH anticipates making one (1) award through this RFP.

V. Project Description

a. Program Activities

Through a community-based behavioral survey, NHBS will provide data on HIV-related behaviors, detect changes of HIV risk behaviors over time, inform and evaluate HIV prevention activities, including pre-exposure prophylaxis (PrEP), among adults of populations overburdened by HIV infection, and to fill gaps in knowledge regarding HIV prevention priorities among populations where data are limited. Also, HIV prevalence, incidence rate, and rate of undiagnosed infection will be ascertained for each population group. If funding is available, viral hepatitis (B & C) prevalence rate, incidence rate, and rate of undiagnosed infection will be ascertained for people who inject drugs (PWID). These data will provide valuable information for evaluating and guiding national and local HIV prevention efforts. NHBS data will be used by public health officials and researchers to identify HIV prevention needs, allocate prevention resources, and develop and improve prevention programs that target populations overburdened by HIV infection.

After the initial project period, bio-behavioral surveillance will be conducted in rotating cycles spanning a calendar year (ex. January 1, 2023 to December 31, 2023) among the three NHBS Core populations.

The proposed timeline of cycles and additional activity of viral hepatitis testing (if funding is provided from CDC) are as follows:

Year	NHBS Core Populations	Potential Additional Activity
Year 1	PWID	Viral Han B and Han C testing
(2022)	PWID	Viral Hep B and Hep C testing
Year 2	MSM	
(2023)	IVISIVI	
Year 3	PWID	Viral Han B and Han C testing
(2024)	PWID	Viral Hep B and Hep C testing
Year 4	HET	
(2025)	ПЕТ	
Year 5	MSM	
(2026)	IVIOIVI	

b. Scope of Services

The selected grantee, in collaboration with CDPH, is expected to demonstrate measurable progress toward addressing the short-term and intermediate outcomes that have an asterisk in the following logic model. There are 5 required strategies for NHBS Core service category. Throughout the entire funding period of performance, grantee will be required to implement all activities for the selected component as detailed below.

Strategies and Activities	Short-Term Outcomes	Intermediate Outcomes	Long-Term Outcomes
NHBS Core populations (PWID, MSM, HET) 1) Preparation: Conduct formative assessment and pre-implementation activities 2) Recruitment and Data Collection: Recruit populations overburdened by HIV infections; conduct standardized surveys; and offer anonymous bloodbased HIV testing. 3) Data Management and Dissemination: Ensure HIV and hepatitis data security and confidentiality and manage, submit, analyze and disseminate data. 4) Quality Assurance: Conduct quality assurance activities and evaluate NHBS strategies and methods 5) Collaboration: Collaborate with	*Improved ability to measure prevalence of HIV-related behaviors, use of services, HIV infection, and other relevant health outcomes *High-quality locally and nationally relevant data for resource allocation and evaluation of HIV prevention, testing and treatment efforts *Increased dissemination of data and recipient-developed recommendations to key stakeholders *Improved information on methods to reach populations overburdened by HIV infections *New or enhanced collaboration among federal, state, and local partners responsible for HIV prevention, response, testing and treatment	*Improved monitoring of HIV-related behaviors through an ongoing and adaptable HIV biobehavioral surveillance system Improved ability to detect changes over time in HIV risk behaviors among populations overburdened by HIV infections Increased use of data to develop effective HIV prevention, response, testing and treatment activities Increased use of data to evaluate HIV prevention, response, testing and treatment activities Improved ability to reach populations overburdened by HIV	Improved HIV prevention, response, testing and treatment services for populations overburdened by HIV infections Reduced HIV incidence among populations overburdened by HIV infections
partners and	<u> </u>	<u> </u>	

stakeholders to conduct NHBS; share findings and promote data use; and ensure participant referrals to prevention, health, and social services		
Potential additional activities for PWID Cycles: Conduct anonymous Hep B & Hep C testing		

The selected grantee will be required to undertake the strategies and activities each year of the RFP to conduct the required rotating data collection cycles among MSM, PWID and heterosexually active persons at increased risk for HIV (HET). Project years 1 and 3 will be NHBS-PWID cycles, project years 2 and 5 will be NHBS-MSM cycles, and project year 4 will be an NHBS-HET cycle. Funds are available to systematically implement all activities for the five (5) required strategies listed in the logic model above. Note all activities will be implemented according to CDC and CDPH-approved guidance including the provision of participant incentives for recruitment and data collection activities when indicated.

The following detailed activities for each strategy will be required to be conducted by the selected grantee with support from CDPH staff for each NHBS Core cycle (PWID, MSM, HET at 1 calendar year each):

• Conduct Formative Assessment:

- Obtain regulatory approvals to collect primary data for formative assessment.
- In accordance with CDC-approved guidance, conduct review of secondary data sources, observations, key informant interviews, focus groups and other activities to inform best operational procedures and to identify interview locations.
- Write and submit reports and other required documents summarizing findings from the formative assessment per CDC-approved guidance.

• Conduct Pre-Implementation Activities

- Obtain regulatory approvals to conduct NHBS activities as required including, but not limited to Institutional Review Board approval, approval to conduct NHBS activities under surveillance authority, or approvals to waive written consent.
- Develop standard operating procedures
- Hire and train required staff to interview and conduct anonymous blood-based HIV and possible viral hepatitis testing during the two PWID cycles, in accordance with CDCdeveloped protocol and timelines.
- Set up interview locations and obtain all required equipment, supplies and other materials to conduct all activities.
- o Attend all CDC and CDPH related meetings and trainings.
- Recruitment and Data Collection

- Implement recruitment strategies that include venue based, time-space sampling (VBS), respondent-driven sampling (RDS), and other CDC-approved strategies to recruit populations overburdened by HIV infections.
- Conduct behavioral surveys, phlebotomy, pre-test counseling and blood collection for HIV testing and possibly Hepatitis B and Hepatitis C testing during the PWID cycles at various CDPH-designated community-based locations where high-risk HIV populations congregate and/or seek services. Surveys and specimen collection should last no more than 7 months in each project year (June –December). All procedures must be in accordance with CDC-developed protocol.
- Survey and collect specimens for at least 500 high-risk individuals per year (PWID in 2022 and 2024, MSM in 2023 and 2026, and HET in 2025).
- o Distribute incentives (provided by CDPH) to project participants.
- Link participants with preliminary positive test results to HIV treatment and care and if funding is available, hepatitis treatment and care during the PWID cycles.
- Collect blood specimens for additional testing including detection of antibodies or virus, and for the presence of antiretroviral drugs (including PrEP) or fentanyl and fentanyl analogs.
- Prepare frequent shipments of specimens to CDC or participating laboratories in compliance with CDC-approved guidance and timelines.

• <u>Data Management and Dissemination</u>

- Ensure HIV and hepatitis data security and confidentiality by adhering to all local, state and national data security and confidentiality guidelines including but not limited to the Centers for Disease Control and Prevention's Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action. Conduct annual data security and confidentiality trainings.
- Funded agency is required to conduct annual CDPH data security and confidentiality trainings.
- Manage, clean, and submit all data collected throughout each cycle to CDC according to CDC-approved guidance and timelines.
- For each NHBS Core population, in collaboration with the CDPH conduct data analysis and dissemination to pertinent stakeholders and community partners by producing at least one data-related deliverable (report, presentation, fact sheet) to inform HIV and viral hepatitis (if applicable) prevention services planning and decision-making.

Quality Assurance

- Conduct all CDPH-required process documentation and follow all aspects of CDCdeveloped project plan.
- Participate in all CDPH and CDC-required project trainings.
- Submit monthly reports to CDPH detailing the activities carried out under this grant.

Organizational Capacity

The grantee must demonstrate the capacity to successfully implement the required strategies and activities and achieve the period of performance deliverables including but not limited to formative assessment report, survey, and specimen collection from at least 500 participants for each cycle. Applicants should demonstrate experience administrating public health surveillance activities and conducting community-level surveys and must be able to conduct anonymous HIV testing and anonymous viral hepatitis testing (if funded). Applicants should also have experience collaborating with local organizations that work with populations overburdened by HIV infections.

Applicants shall have a clear staffing plan and project management structure for the required strategies outlined section V.b above. Staffing for each service category is suggested below:

Role	NHBS Core Populations
Project Coordinator	X
Field Supervisor	X
Coupon Manager	X
Field Staff (recruiters and	X
interviewers)	
Phlebotomists (for HIV and Hep	X
B & C testing (Hep testing	
during PWID only should Hep	
testing be funded by CDC))	
HIV Test Counselors	X
Hepatitis B & C Test Counselors	X (PWID cycles only)
Data Manager	X
Spanish Speaking Staff	X
Project Ethnographer	
Social Worker	

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/minumumwage.html. CDPH strongly encourages Respondents to pay all employees a fair living wage. More information about calculating living wages can be found using the Living Wage Calculator.

Staff supported by this grant are NOT City of Chicago employees; they are employed by the agency/agencies. The respondent must list the salary and/or hourly rate of staff assigned to this grant. Staff are not permitted to serve as volunteers; they must be paid for their time worked, skill level, lived experience (if applicable), and their expertise in the field. The job description detailing the duties and responsibilities required will serve as guidance for the workflow and salary/hourly wage. Complete a program budget outlining all detailed expenses in its entirety for this proposal (e.g., salaries, program materials, travel reimbursement). 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 agency (including, but not limited to, community-based organizations, community-based advocacy groups, colleges, universities, and non-profit medical organizations).
- Have a DUNS/Unique Entity ID.
- Have an office located in the City of Chicago 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.

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 CustomerSupport@cityofchicago.org or contact the <a href="mailto:CustomerSupport@

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.

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:

- 1. 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
Agency Experience, Alignment with CDPH Guiding Principles, and Cultural & Linguistic Competence	15
Project Description	30
Staffing Plan	5
Work Plan	25
Budget and Justification	15
Evaluation and Quality Improvement	10
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. Additional Guidance

a. Bidders' Conference

An online Bidders' Conference has been scheduled for this RFP for Thursday, May12, 2022, at 10:00 am Central Time. You can attend this meeting by using this <u>LINK</u>. 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.

XIV. Insurance Requirements

A. INSURANCE REQUIRED

Consultant must provide and maintain at Consultant's own expense, during the term of the Agreement and during the time period following expiration if Consultant 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) Workers Compensation and Employers Liability (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.

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

2) Commercial General Liability (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, , 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 Consultant'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 Consultant's acts or omissions, whether such liability is attributable to the Consultant 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. Consultant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Consultant 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 Consultant 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 insureds on a primary, non-contributory basis.

Consultant 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 \$4,000,000 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.

Consultant 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

When any professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000.

Coverage must include, but not be limited to, 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.

Miscellaneous Medical Professional Liability

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

6) Cyber Liability (Primary and Umbrella)

If any personally identifiable information or protected health information is collected and maintained by Vendor, Cyber Liability must be maintained with limits of not less than

\$5,000,000 for each occurrence or claim. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and must include, but not be limited to, the following: invasion of privacy violations, information theft, release of private information, extortion and network security, breach response coverage and cost, regulatory liability including fines and penalties and credit monitoring expenses, denial or loss of service, unauthorized access to or use of computer systems, no exclusion/restriction for unencrypted portable devices/media may be on the policy and introduction, implantation, and/or spread of malicious software code and property damage liability in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the City that will be in the care, custody, or control of Consultant must also be included. The City must be named as an indemnified party or additional insured. Should the City be named as an additional insured and the policy contains an insured vs insured exclusion, the exclusion must be amended and not be applicable to the City.

B. Additional Requirements

Evidence of Insurance. Consultant must furnish the City, Chicago Department of Procurement Services, 121 N. LaSalle Street, Room 806, 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. Consultant 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 Consultant, 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. Consultant 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 Consultant 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 Consultant to comply with required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility nor does it relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Consultant 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 Consultant.

<u>Waiver of Subrogation</u>. Consultant 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. Consultant 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 Consultant's insurer(s).

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

<u>No Limitation as to Consultant's Liabilities</u>. The coverages and limits furnished by Consultant in no way limit or restricts the Consultant's 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 Consultant 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 Consultant 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 Consultant. 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 Consultant 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 Consultant. If Consultant desires additional coverages, the Consultant will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Consultant must name the Subcontractor(s) as a named insured(s) under Consultant's insurance or Consultant will require each 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 and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Consultant and may be subject to approval by the City. Consultant must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Consultant is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Consultant is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Consultant must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Consultant'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.1

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% ("Sub-owners") 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 69 C 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, pleas	e list the names(s) be	elow:	
City Council	,	ŕ	Department in which he/she is employed.
business aff	iliate(s) who is/are	currently	be used to award a subcontract to any individual or has/have been within one year of the date out, or a City Councilperson?
business aff	iliate(s) who is/are	currently consultan	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

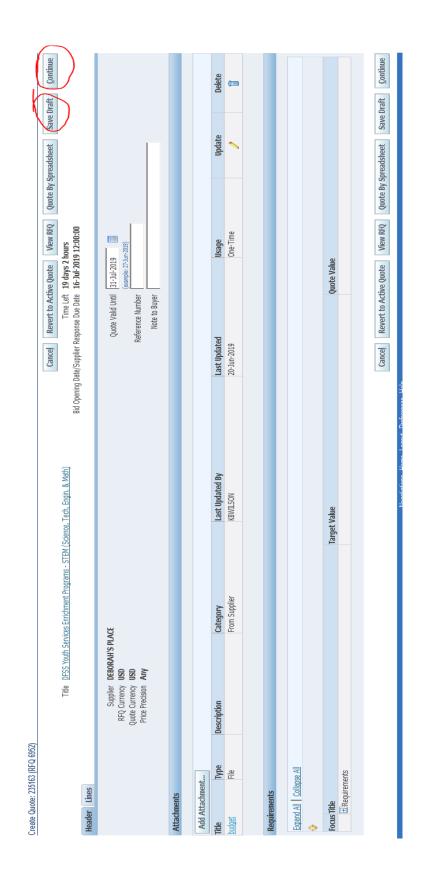
If yes, please identify on a separate sheet of paper, the City employee, consultant, or Councilperson with whom each individual has family or business ties.

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

Office of Budget and Management

How to Submit an Application in the eProcurement System

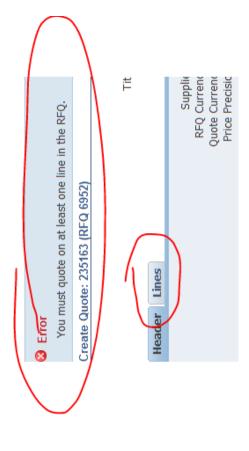
When you are ready to submit, start by saving your draft one last time. Then click Continue.



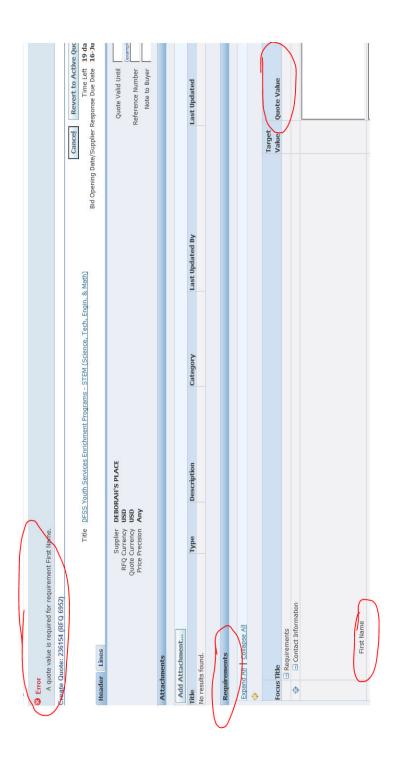
If you are missing information, you will be given an error message on the top of the page.



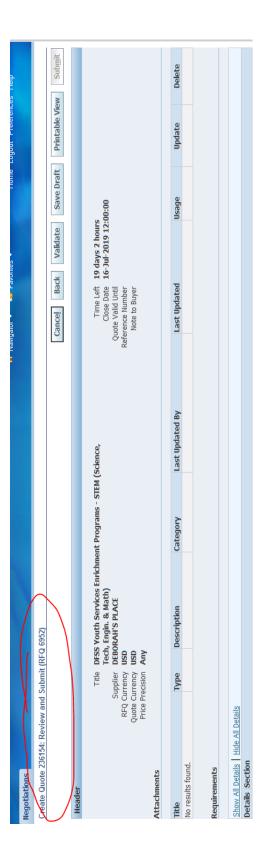
Usually the error messages direct to something left undone in the application. In the last example, the error message indicated that the lines (found under the lines tab) had not been filled out.



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.



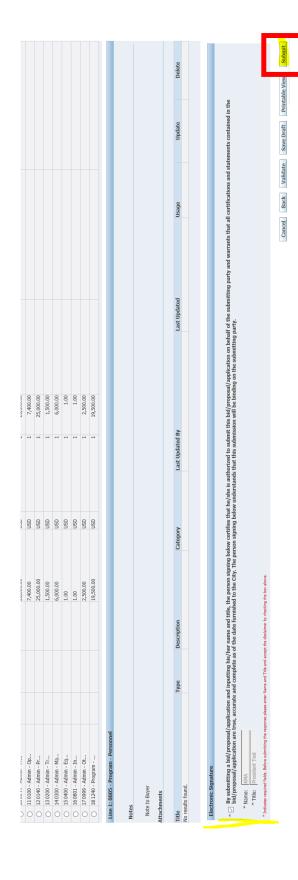
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Requirement		Target Value		Quote Value			
First Name				John			
Last Name				Chicago			
Telephone				864-855-9999			
E-mail Address				TheBestAgency@childcare.com			
Contact Type				Email Applicant			
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Requirement						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
DOINS Mullipel							0110-7669-76
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
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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).

National HIV Behavioral Surveillance Project INSURANCE REQUIREMENTS

A. INSURANCE REQUIRED

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

Workers Compensation and Employers Liability (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.

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

2) Commercial General Liability (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, , 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 Consultant'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 Consultant's acts or omissions, whether such liability is attributable to the Consultant 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. Consultant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Consultant 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 Consultant 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 insureds on a primary, non-contributory basis.

Consultant 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 \$4,000,000 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.

Consultant 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

When any professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. Coverage must include, but not be limited to, 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.

Miscellaneous Medical Professional Liability

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

6) Cyber Liability (Primary and Umbrella)

If any personally identifiable information or protected health information is collected and maintained by Vendor, Cyber Liability must be maintained with limits of not less than \$5,000,000 for each occurrence or claim. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and must include, but not be limited to, the following: invasion of privacy violations, information theft, release of private information, extortion and network security, breach response coverage and cost, regulatory liability including fines and penalties and credit monitoring expenses, denial or loss of service, unauthorized access to or use of computer systems, no exclusion/restriction for unencrypted portable devices/media may be on the policy and introduction, implantation, and/or spread of malicious software code and property damage liability in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the City that will be in the care, custody, or control of Consultant must also be included. The City must be named as an indemnified party or additional insured. Should the City be named as an additional insured and the policy contains an insured vs insured exclusion, the exclusion must be amended and not be applicable to the City.

B. Additional Requirements

Evidence of Insurance. Consultant must furnish the City, Chicago Department of Procurement Services, 121 N. LaSalle Street, Room 806, 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. Consultant 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 Consultant, 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. Consultant 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 Consultant 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 Consultant to comply with required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility nor does it relieve Consultant 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>. Consultant 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 Consultant.

<u>Waiver of Subrogation</u>. Consultant 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. Consultant 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 Consultant's insurer(s).

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

No Limitation as to Consultant's Liabilities. The coverages and limits furnished by Consultant in no way limit or restricts the Consultant's 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 Consultant 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 Consultant 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 Consultant. 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 Consultant 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 Consultant. If Consultant desires additional coverages, the Consultant will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Consultant must name the Subcontractor(s) as a named insured(s) under Consultant's insurance or Consultant will require each 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 and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Consultant and may be subject to approval by the City. Consultant must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Consultant is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Consultant is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Consultant must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City,

Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.