

Delegate Agency Solicitation #8648 (RFP)

Family Connects Chicago: Regional Community Alignment Boards

Specification Number:1244988

Required for use by: DEPARTMENT OF HEALTH

Bid/Proposal Submittal Date and Time: 12:00 PM Central Time, 06-JUN-2022

Deadline for Questions: 05:00 PM Central Time, 20-MAY-2022 Buyer: GARCIA, SARAH Email Address: Sarah.Garcia@cityofchicago.org Phone Number: 3127479397 Pre-Solicitation Conference Date and Time: 01:00 PM Central Time, 17-MAY-2022 Pre-Solicitation Conference Location: https://chicagogov.webex.com/chicagogov/j.php?MTID=m19f6c044a88748688c1d7dd4ae647374 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

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1 Header Information

1.1 General Information

Title	Family Connects Chicago:	Regional Comm	unity Alignment Boards
Description	Family Connects Chicago:	Regional Comm	unity Alignment Boards
Preview Date	04-MAY-2022 14:27:10	Open Date	05-MAY-2022 09:00:00
Close Date	12:00 PM Central	Award Date	Not Specified
	Time, 06-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 Ship-To Address	Not Specified 041- DEPAUL 2FL 333 S. STATE ST. 2ND FLOOR Chicago, IL 60604 United States	Effective End Date Bill-To Address	Not Specified 041- DEPAUL 2FL 333 S. STATE ST. 2ND FLOOR Chicago, IL 60604 United States
Payment Terms	IMMEDIATE	Carrier	
FOB		Freight Terms	
Currency	USD (US Dollar)	Price Precision	Any
Total Agreement Amount (USD)	Not Specified	Minimum Release Amount (USD)	Not Specified

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

Contact

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

.....

Provide your answer below

Contact
What is the Last Name of the contact person for this RFP?
what is the East realie of the contact person for this KFT :
Provide your answer below
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
Organization Information
What is your Legal Organization Name?
Provide your answer below
What is your Legal Organization Address?
Provide your answer below

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

Organization Information
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 chief executive s contact telephone number, including area code.
Provide your answer below

Organization Information
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
Budget
Respondent must submit a budget not to exceed the maximum amount quoted in Section V. Available Funding of the RFP document. Failure to do so will result in deduction in points given.
Type No Response Required
Community Reach
Provide the name of the COMMUNITY AREA(s) where the services will be offered.
Provide your answer below

Provide the WARD(s)where the services will be offered.

Community Reach
Provide your answer below
Drogrom Ernariance
Program Experience Describe how your organization's vision and mission aligns with the Family Connects
Chicago-Community Alignment Board (CAB) role. Provide one or two examples in how the Regional
CAB will be linked with other functions or services offered inside and outside of your organization.
CAD will be miked with other functions of services offered histoc and outside of your organization.
Drovida vour anovar balow
Provide your answer below
Describe your background and expertise relative to one or more of the components across the domains of
the Family Support Matrix (See chart in Section II of RFP).
Provide your answer below
Describe your organization's experience using data for program and systems analysis, public
dissemination and/or planning purposes.
Provide your answer below
Provide 1-2 examples of how your organization has leveraged existing community-based resources to
strengthen programs; and widen the menu of supports for families (whether through your own
interventions or in partnership with others).
incerventions of in particleship with others).
Drovida vour anovar balow
Provide your answer below
Provide a work plan for the first six month planning period. Include key activities related to: 1) community
assessment, 2) stakeholder engagement, 3) identification and recruitment of board members, and 4) steps
necessary for launch of the CAB.

Program Experience
Provide your answer below
Trovide your answer below
Describe how your organization will address barriers to one or more of the components across the Family
Support Matrix domains (see Section II of RFP) that may impede your organization's ability to coordinate
local organizations for resource sharing and how you plan to overcome these challenges.
iocal organizations for resource sharing and now you plan to overcome these chancinges.
Provide your answer below
Alignment with CDPH Health Equity Principle
Describe how health equity is incorporated at your organization.
Provide your answer below
Describe how your enconization is activaly working to description to descriptions that normativate minilage
Describe how your organization is actively working to deconstruct racist systems that perpetuate privilege.
Provide your answer below
Describe how your organization is providing trauma-informed assistance to support individuals that have
experienced trauma.
Provide your answer below
Describe your organization's sultural and linewistic competency pelicies and another sultures
Describe your organization's cultural and linguistic competency policies and procedures.
Provide your answer below

Alignment with CDPH Health Equity Principle
Please include a description of training that staff receives for working with diverse populations.
Provide your answer below
Describe any innovative or successful activities your organization has undertaken in order to improve the
cultural and linguistic capacity.
Provide your answer below
Agency Experience Engaging Communities
Describe your organization's proven capacity and experience working in the region for which you are
applying (regions A, B, C, D, E or F).
Provide your answer below
Describe your organization's experience in bringing together systems partners, community-based
organizations, and community members to address a problem or set of issues. Provide specific examples
and identify the successes and how challenges, if any, were overcome.
Provide your answer below
Describe your organization's experience building trust with partners or getting individuals who sometimes
"compete" to work together.
Provide your answer below
Describe your organization's experience working at the services and systems levels simultaneously.
Provide your answer below

Agency Experience Engaging Communities

Provide 2 letters of support from local community-based organizations in the region for which you are applying that demonstrate your organization's experience in bringing together systems partners to enhance community access to services across multiple domains by increasing coordination of services.

.....

Provide your answer below

Program Description

Describe your plan to create and sustain relationships with multisectoral partners to advance the Family Connects Chicago Community Alignment process and outcomes and identify opportunities to seek stakeholder feedback.

Provide your answer below

.....

List relevant community assessment efforts in the region for which you are applying.

Provide your answer below

Briefly describe how your organization will seek feedback from isolated, marginalized, or potentially difficult to reach families and organizations.

Provide your answer below

Family Connects Chicago includes identifying community resources to meet families' needs as identified in the domains of the Family Support Matrix (see Section II of RFP). In the region for which you are applying, what organizations, people, or directories come to mind as a source of information for each domain?

Provide your answer below

Program Description

What challenges do you anticipate as you work to maintain and strengthen community alignment in the region that you are applying? How will you address these challenges?

.....

Provide your answer below

What strategies or actions will you plan to ensure CAB members fully participate in the activities of the regional CAB and are properly compensated?

Provide your answer below

Describe your program promotion and public relations strategy to promote the Family Connects CAB activities in the community.

Provide your answer below

Describe how your organization will share Family Connects Chicago performance data with providers and other community organizations for continuous performance improvement.

Provide your answer below

Staffing Plan

Please attach your organizations staffing plan in response to this RFP and in accordance with Section VII. Staffing Plan of the RFP document.

Provide your answer below

Describe your organization's staffing plan. How does proposed staff represent a team experienced in growing and strengthening the capacity and outreach services in their community?

Staffing	Plan

Provide your answer below

Describe the role and qualifications of the staff that will be responsible for growing and strengthening the capacity of outreach in the community (include resumes or job descriptions).

Provide your answer below

Describe your organization's process to ensure that staff is representative of the zip codes of the region that you are applying.

Provide your answer below

Describe your organization's training and supervision processes.

Provide your answer below

Organizational Capacity

Describe your organization's capacity (administrative, organizational, programmatic, information technology, and fiscal) to 1) plan, 2) develop, 3) implement, and 4) evaluate the community alignment process and outcomes.

Provide your answer below

Budget Justification

Complete and include a detailed program budget. Include all required budget forms.

Provide your answer below

Budget Justification

If you are proposing having any sub-contractors, please state the names of all partnering organizations, the dollar amounts they will receive, and their role within the program. (Note: 2 points will be subtracted from final score if the program is proposing to use subcontractors and fails to provide this information in the proposal).

.....

Provide your answer below

Describe how the budget costs align with the proposed scope of work.

Provide your answer below

Fiscal Capacity

Describe your organization's fiscal capacity to provide services by contract start date.

Provide your answer below

Submit your organization's independent audit reports and findings for last 3 years.

Provide your answer below

Statement of Assurance/ Confirmation of Required Documents

Respondent must submit a budget not to exceed the maximum amount quoted in Section V. 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

Statement of Assurance/ Confirmation of Required Documents
Please acknowledge that you have read, completed and attach the Conflict of Interest Questionnaire.
rease acknowledge that you have read, completed and attach the Connect 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.
Provide your answer below

1.4 Attachments

Name	Data Type	Description
ATTACHMENT 01: RFP	File	RFP Document
Document		
ATTACHMENT 02:	File	Budget Form Instructions

City Of Chicago

Name	Data Type	Description
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 X

Suppliers are allowed to respond to selected lines 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

2 Price Schedule

2.1 Line Information

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		

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

2.2 Line Details

2.2.1 Line 1 0005 - Personnel

Category Shopping Category Minimum Release Amount (USD) Estimated Total Amount (USD)	Not Specified	Start Price (USD) Target Price (USD)	-
2.2.2 Line 2 0044 - Fringe	e Benefits		
Category	94855.DA.	Start Price (USD)	Not Specified
Shopping Category		Target Price (USD)	
Minimum Release	-		-
Amount (USD)	•		
Estimated Total	Not Specified		
Amount (USD)			
2.2.3 Line 3 0100 - Opera	ting/Technical		
-	94855.DA.	Start Price (USD)	Not Specified
Shopping Category		Target Price (USD)	-
Minimum Release	-	Turget Thee (CSD)	itor Speemeu
Amount (USD)	rior opeenieu		
Estimated Total	Not Specified		

Start Price (USD) Not Specified

Target Price (USD) Not Specified

2.2.4 Line 4 0140 - Professional and Technical Services

Category94855.DA.Shopping CategoryNot SpecifiedMinimum ReleaseNot SpecifiedAmount (USD)Not SpecifiedEstimated TotalNot SpecifiedAmount (USD)Not Specified

Amount (USD)

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

Target Price (USD) Not Specified

Shopping Category Not Specified

Minimum Release Not Specified

Estimated Total Not Specified

Amount (USD)

Amount (USD)

City of Chicago



REQUEST FOR PROPOSALS (RFP) (Family Connects Chicago: Regional Community Alignment Boards) RFP# 8648

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

> For further information: Cecilia Almazan Chicago Department of Public Health 312.745.0699 <u>Cecilia.almazan@cityofchicago.org</u>

City of Chicago Department of Public Health Maternal, Infant, Child, and Adolescent Health (MICAH)

I. Purpose

The City of Chicago ("City"), acting through the Chicago Department of Public Health (CDPH), has identified the need for a universal perinatal support system that will connect families to needed services in the crucial weeks following the birth of a child and better coordinate resources across the health, human and social service, and early childhood systems, with the goal of improving overall infant and maternal health outcomes. To address this need, CDPH has been piloting a new program, Family Connects Chicago (FCC). To date, the pilot program has resulted in active FCC programs in 4 birthing hospitals, completing over 3,500 home visits since its launch in March 2020. However, as soon as the pilot launched, the COVID-19 pandemic broke out, resulting in documented direct and indirect negative impacts on perinatal care. To respond to these negative impacts generated by the COVID-19 pandemic, which have affected individuals giving birth across sociodemographic groups, the City is scaling the Family Connects Chicago program citywide. A core component of the FCC program is a process of feedback, data sharing, and collaboration called "community alignment" designed to ensure the availability of community-based services that match families' needs and the connection of families to those services. It is through this process that a system of care is built. A key element of the community alignment process is the establishment and management of regional boards comprised of multiple stakeholders representing the array of services that families want and need in the first few months following the birth of a child. The purpose of this RFP is to identify delegates who will develop, staff, and support the regional boards and facilitate cross-regional and citywide community alignment activities.

CDPH's mission is to work with communities and partners to create an equitable, safe, resilient and Healthy Chicago. CDPH's work is guided by its community health improvement plan, <u>Healthy Chicago 2025</u>, which is focused on racial and health equity. This RFP aligns with Healthy Chicago 2025 by addressing maternal and infant health through the Family Connects Chicago program where data, cross-sector solutions, community co-ownership and evaluation are in action to ensure that families have access to needed resources identified through home visits with families.

II. Background

In a city of 31,000 births per year delivered across 15 birthing hospitals, there is tremendous potential to better meet critical needs in the weeks and months following birth and thereby improve infant and maternal health and family well-being.

In Chicago, an array of services is available to families with newborns. We know this service system is farreaching and complex, with many positive effects. It also has limitations, which include the following:

- Services are focused largely on "at-risk" families, missing many families needing support in the critical weeks following the birth of a baby
- There are differing eligibility criteria, data systems, populations, geographies, and outcomes across city, state, federal funding streams. Some families are isolated from support while others receive mismatched or duplicative services
- Identifying and accessing appropriate services is challenging for families
- We do not have the data to understand whether services are equitably distributed and accessible to all families

To address these limitations and create a system of universal support, CDPH, in partnership with a taskforce of stakeholders from the maternal and child health system, selected the <u>Family Connects International</u> model to meet the needs of Chicago families.

The Family Connects Program Model

Family Connects is an evidence-based program that connects parents of newborns to the community resources they need through postpartum nurse home visits. The program builds a transformative system of care, offering a universal touch point to triage and assess infant and maternal health, an aligned set of resources, and a warm hand-off to follow-up services. Family Connects improves the health and well-being of every family with a newborn while striving to eliminate racial disparities.

The program is built on three components: community alignment, nurse home visiting, and data and monitoring. Program staff work with community agencies to grow an infrastructure that is committed to supporting all families at birth and providing equal access to community resources. Registered nurses implement universal primary care by reaching out to every family giving birth in a community, providing health assessments for mother and infant, identifying family-specific needs, and connecting them to community resources. Documentation of visits are included in the family's medical record and quality assurance measures for all visits are in place.

Chicago Family Connects Pilot

Since the Fall of 2019, CDPH has led a public-private partnership to implement Family Connects in Chicago. The Department provides funding, staff, oversight, and coordination of a system of multiple partners including birthing hospitals, an array of health and social service providers, and people with lived experience. The goals of the pilot have been to identify how to adapt the Family Connects model to the Chicago landscape, establish realistic plans for future scaling, and to achieve program certification from Family Connects International. The pilot has included 4 hospitals -- Mt. Sinai, Rush University Medical Center, UChicago Medicine, and Humboldt Park Health -- chosen for health disparities their patients face, the diversity of the populations they serve, management buy-in, and ability of local service providers to receive referrals. Together, these 4 hospitals have 5,400 Chicago families that give birth in their facilities per year.

Home Visits

The core of the Family Connects model is a visit from a nurse in the home for every newborn in the city within 3-5 weeks of birth. During the visit, the nurse completes a physical health assessment of the mother and newborn, provides supportive guidance, and conducts a systematic assessment of family risks and needs. Nurses assess for postpartum health issues that need prompt attention and educate families on what to expect in the immediate postpartum period (AKA the fourth trimester). From there, the nurses connect families to follow-up care and a medical home as needed. Nurses also assess for social determinants of health. Based on the results of those assessments, the nurse collaborates with the family to connect them to health and social services, like Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) or Healthy Start. Depending on interest and need, a nurse can visit a family up to three times. One month after the last visit, a staff member follows up with the family to ensure they were successfully connected with services and to check if they need additional support. The chart below highlights the domains in the Family Support Matrix covered during the home visit:

Support for Health Care

- Maternal health
- Infant health
- Health care plans

Support for a Safe Home

- Household safety/
- materialsFamily and community
- safety
- History with parenting

Support for Infant Care

- Childcare plans
- Parent-child relationships
- Management of infant crying

Support for Parents

- Parent well-being
- Substance abuse
- Parent emotional support

Community Alignment

The Family Connects model relies heavily on community alignment to function optimally. Community alignment is the process whereby local knowledge and expertise feeds into the universal referral system and increased coordination of resources is achieved. The community alignment functions include enhancing access to services for needs identified during home visits, improving family connections with providers, identifying system-level issues, and elevating policy issues.

Chicago has adapted the model to address the city's scale and diversity of communities by organizing the city into 6 regions, each of which have a unique community alignment board. These boards consist of health and social service providers, early childhood providers, individual community members, advocates, and other maternal child health stakeholders. Their role is to interpret the data from the home visits about the needs of families in their communities, identify community resources and services to meet those needs, inform the program about ways to improve reach of the service, and advocate for resources to address gaps. During the pilot, community alignment boards have been established in the three regions where most of the families served by the pilot hospitals reside. Delegate agencies with deep community connections and organizing expertise are contracted with CDPH to set up and staff the regional alignment boards.

The work of the regional community alignment boards feeds into a citywide advisory council composed of representatives from healthcare, maternal/child health, early childhood, philanthropy, human services, research, policy, government, and community. The council's primary functions are to provide accountability, identify data and evaluation needs, guide communication and outreach strategy, coordinate with regional boards, and help identify resources for scaling and sustainability.

Scaling Family Connects Chicago Citywide

As part the City of Chicago's plans for recovery from negative effects of COVID-19, Family Connects Chicago has been selected as an initiative to be scaled city-wide. In addition to being in line with the continued work of the Healthy Chicago 2025 initiative, this expansion directly speaks to the documented negative health and economic impacts of the public health emergency generated by the COVID-19 pandemic on Chicago's families. Leveraging funding from the American Rescue Plan Act, Family Connects Chicago will scale over the next three years to include all Chicago birthing hospitals and all 6 of the regional community alignment boards with the goal of offering the program to all Chicago families with newborns.

The 6 regional community alignment boards will each be organized and supported by a delegate agency with staff who organize and convene the boards, build and maintain broad-based connections to the local service array, participate in the review and monitoring of referral and connection data, and support local problem

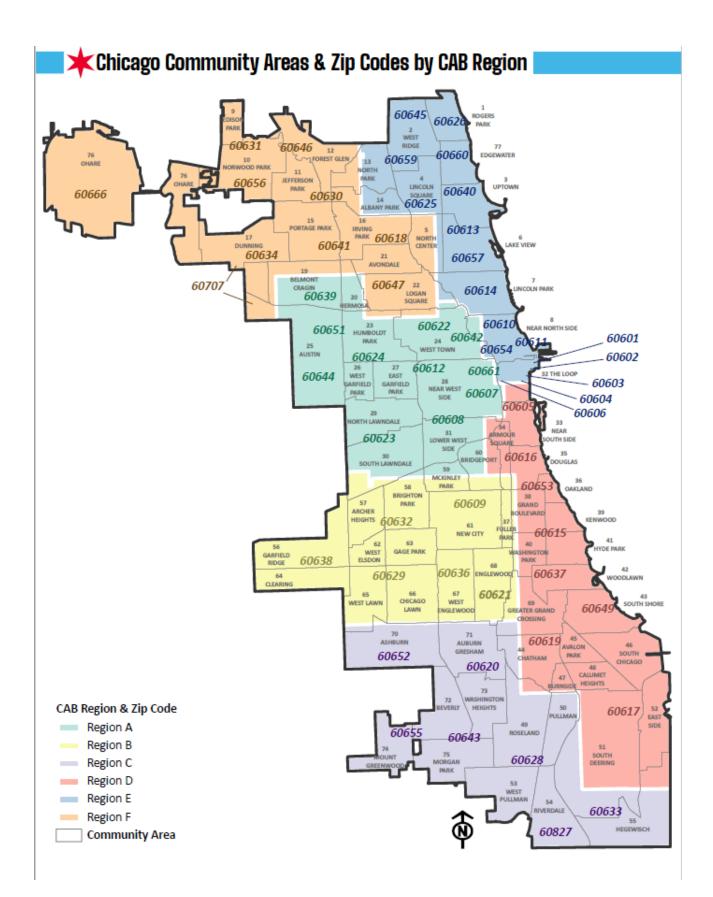
solving to address gaps or barriers to families' access to services. Delegate agency work may be conducted by a single entity or a group of organizations.

A successful applicant will be an organization or collaborative that is:

- Highly trusted and credible among both institutional and individual community members; has a strong local reputation in community advocacy and engagement, a record of operating with transparency, and a history of achieving desired outcomes
- Able to help organizations work together effectively and efficiently; has a track record of strong communication, coordination, and collaboration across different disciplines
- Understands how to build infrastructure at the community level; can identify service gaps using realtime data and direct resources to better serve families

Region A	Region B	Region C	Region D	Region E	Region F
60607	60609	60620	60605	60601	60618
60608	60621	60628	60615	60602	60630
60612	60629	60633	60616	60603	60631
60622	60632	60643	60617	60604	60634
60623	60636	60652	60619	60606	60641
60624	60638	60655	60637	60610	60646
60639		60827	60649	60611	60647
60642			60653	60613	60656
60644				60614	60666
60651				60625	60707
60661				60626	
				60640	
				60645	
				60654	
				60657	
				60659	
				60660	
11	6	7	8	17	10

The 6 regions of the City of Chicago are defined by zip code as indicated the table and map below.



III. Alignment with CDPH Health Equity Principles

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

- Deconstructing racist systems-actively working to reframe and dismantle systems that perpetuate white privilege at the expense of the health, wellbeing, and opportunities of non-white individuals, communities, and populations.
- Trauma prevention and trauma-informed services-ensuring services are free of trauma.
- Cultural responsiveness-ensuring services are culturally and linguistically appropriate.
- Health equity in all communities-allocating resources and services to people and areas with the greatest need.

IV. 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: <u>https://www.chicago.gov/city/en/depts/dps/isupplier/current-bids.html</u>. Respondents are required to have Internet access and an email address. The City will not provide hardcopies of this RFP or clarifications and/or addenda. Respondents are required to submit responses via the City's online purchasing system, eProcurement.

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

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

V. Available Funding

A total of \$1,350,000 will be available through this RFP for the initial contract period beginning July 1, 2022 through June 30, 2024, with up to one 1-year extension, at the discretion of the City based on the availability of funds, the need to extend services, and the respondent's performance. It is anticipated that funding for this program will come from one or more of the following sources:

- I. Local funding.
- II. Illinois Department of Public Health (IDPH) funding.
- III. American Rescue Plan Act (ARPA) funding.

However, CDPH reserves the right to change or add funding sources.

Up to 6 contracts will be awarded through this RFP ranging from a minimum of \$100,000 to a maximum of \$225,000, with \$25,000 of the funding used to address most urgent resource gaps to attend to community needs in your region. CDPH may reallocate funding across selected respondents during contract extension negotiations based on funding, each respondent's performance, and programmatic priorities. Organizations may propose to support more than one region but must submit separate and appropriately tailored proposals for each region.

VI. Project Description

a. Program Activities

For the award, delegates will be asked to perform the following activities:

- Develop the approach to community alignment for the relevant geography
- Engage in community assessment and begin the work of convening key community participants, leaders, and organizations to solicit their feedback and buy-in for the approach to community alignment for the relevant geographical locations and zip codes
- Launch the full community alignment process and staff it in full
- Create and sustain relationships with multi-sectoral partners (i.e., peer organizations, government, hospitals, corporations, and other key stakeholders) to advance the Family Connects Chicago Community Alignment process and outcomes

It is anticipated that organizations operating existing collaborative or community engagement efforts may apply for this RFP. In these instances, the work above may be woven into existing community engagement structures rather than being created. If using an existing collaborative, it must be specified that representatives of all zip codes are in the region or will be engaged in the future. It is appropriate to leverage efforts that are already underway to coordinate services and plan collaboratively rather than requiring these efforts to be created anew. However, the funding available through this RFP must be used only for Family Connects Chicago activities and cannot be used to supplant funding for existing work.

Community alignment activities, when executed, will include the following functions:

- Convene a council of representatives of multiple services and systems critical to addressing the needs of families with newborns, i.e., parenting, health, mental health, early learning and development, and family leadership and support
- Coordinate groups of local organizations for resource sharing with hospitals
- Build trust, knowledge of the service, and reciprocal relationships with local community organizations and CDPH
- Coordinate with other regions to share best practices and key program learnings
- Advocate at different levels with stakeholders, community organizations, and/or CDPH for identified regional needs
- In partnership with CDPH, develop community-specific Family Connects Chicago promotional materials to share with families, hospitals, and other stakeholders in the region
- Share Family Connects Chicago performance data with providers and members of the regional Community Alignment Boards for continuous performance improvement and to identify gaps, service needs, and trends over time. This data is collected in the Family Connects Chicago Salesforce database and NowPow referral database and analyzed regularly by the whole team of Family Connects Chicago, including delegate agencies, CDPH clinical and administrative staff, consulting support, and evaluation team. A data dashboard will be share on a quarterly bases with delegate agencies
- Build need and asset maps for the relevant geographic area based on the data issued through Family Connects Chicago
- Participate in meetings of the city-wide advisory council for Family Connects Chicago

b. Scope of Services

Deliverables will include, but are not limited to, the items listed below.

- A finalized approach to community alignment for the relevant geography, including:
 - Regional board composition and roles

- Strategy for council member recruitment and retention that ensures broad and equitable representation of community stakeholders
- Schedule of meetings and regular activities/agendas proposed
- Staffing and management plan of the members of your team to ensure your organization is a good fit for this work. An example of some of the key functions and responsibilities are included in the following table. Note: These functions may not be full-time roles and are often merged with existing organizational roles.

Staffing	Basic function
Director	Provides overall leadership, support, and oversight of the expectations of the regional CAB.
Co-director	Provides coordination and direction of regional CAB, working closely with Project Manager in implementing CA plan.
Project Manager	Responsible for the coordination of daily project activities related to developing, planning, and implementing the CA plan; sharing of FCC data for continuous performance improvement; and advocating among community stakeholders for sustained support and resources.
Community Engagement/ Alignment Specialist	Coordinates board member engagement and management of daily activities of board meetings, ensuring board organizations are representative of community needs and act as the main contact for board member follow up; attends the nurse case conferences on a weekly basis and advocates for regional needs.
Project Assistant	Provides administrative support in the following areas: assisting in board recruitment, scheduling, and producing meeting materials; providing administrative support across program activities.

- Initial community assessment that can inform the maternal and child health service landscape (beyond physicians), as well as other indicators such as: childhood immunizations, breastfeeding, emergency department visits, developmental screenings, maternal post-partum care, community belonging, well-child visits, etc.
- Initial/orientation meetings of key community participants and organizations; meeting minutes or synthesis of recommendations
- Full community alignment launched within 6 months of the letter of award. See example of timeline below

Community Alignment Board Timeline			
Time	Phase	Activities	
	Contracting, staff onboarding and	Finalized contract with CDPH, complete budgets and scope of work, identify staff	
Jul-22	orientation	and/or hire as needed.	

Aug-22	Partner identification for the relevant zip codes in the region.	Identify stakeholders from Family Connects domains for engagement in community alignment process. Determine roles and commitments. Contact potential members.
Sep-22	Council recruitment materials	Create recruitment materials and council commitments forms, develop tracking lists to monitor outreach. Draft Community Alignment Plan.
Oct-22	Finalize Community Alignment Plan	Revise draft plan with CDPH. Continue contacting potential members to discuss the board. Create a timeline for the community alignment process.
Nov-22	Continue partner relationship building and plan board launch for December	Ensure selected organizations are representative of the community needs based on the zip codes of the region.
Dec-22	Launch the board	Hold first board meeting.

- Completion and submission of a Community Alignment Plan (CAP) to CDPH
- Bimonthly (every other month) regional CAB meetings and create subcommittees that will work in different needs between the quarter
- Organization and support of a yearly all regions and Family Connects Chicago City Wide Advisory Council meeting to share knowledge and experiences to increase best practices

CDPH expects some period of negotiation to arrive at a budget and scope of work that is both cost-effective and highly impactful.

Respondent(s) shall also:

- Attend and actively participate in monthly meetings with CDPH to review progress, challenges, and opportunities for improvement.
- Participate in required training to take place in Chicago or virtually on the Family Connects model and other platforms used such as NowPow.
- Engage in and facilitate participation of staff and alignment board members in activities related to the independent evaluation planned for the project, including key informant interviews, surveys, focus groups, and documentation of processes.
- Participate in all CDPH program monitoring and evaluation activities.
- Develop a workplan and budget for CDPH approval.
- Provide monthly fiscal and quarterly programmatic reports to CDPH in the required format.
- Participate in all site visits, meetings, and quality assurance activities as determined by CDPH.
- Address community needs by informing most urgent resource gaps and allocating \$25,000 of the funding available to attend to those needs in your region.
- Monitor service efficacy by communicating ideas with CDPH for improving programmatic function and services in real time through feedback platforms.

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

VII. 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.

VIII. 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 V. Available Funding above.

IX. 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.

X. Eligibility Requirements

Respondents eligible for this funding opportunity must meet the following criteria:

• Be a not-for-profit agency with a 501(c) 3 status

- Have an office located in the 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.

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

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

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

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

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

XII. 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.

Category	Available Points
Program Experience	20
Alignment with CDPH Health Equity Principles	10
Agency Experience Engaging Communities	21
Program Description	20
Staffing Plan	12
Organizational Capacity	8
Budget and Justification	5
Fiscal Capacity	4
Total Points	100

b. Evaluation Criteria

XIII. Reporting and Other Requirements for Successful Respondents

All successful respondents will be required to submit quarterly program reports, voucher monthly, 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.

XIV. Additional Guidance

Bidders' Conference

An online Bidders' Conference has been scheduled for this RFP for Tuesday, May17, 2022, at 1:00 pm 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.

XV. Insurance Requirements

A. INSURANCE REQUIRED

Third Party Administrator/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) <u>Workers Compensation and Employers Liability</u> (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work, services or operations under this Agreement and Employers Liability coverage with limits of not less than $\frac{1,000,000}{1,000,000}$ each accident; $\frac{1,000,000}{1,000,000}$ disease-policy limit; and $\frac{1,000,000}{1,000,000}$ 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) <u>Commercial General Liability</u> (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than <u>\$1,000,000</u> 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) Excess/Umbrella

Excess/Umbrella Liability Insurance 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. 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) <u>Professional Liability</u>

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 <u>\$1,000,000</u>. 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.

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</u> Insurance Primary. 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.

<u>Other Insurance obtained by Consultant</u>. 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.

XVI. 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:

 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 from whom or which he person with whom the 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 part of the official, or the domestic partner or spouse of the official, or from whom or which

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

- 5. Compliance with Federal, State of Illinois and City of Chicago regulations, ordinances, policies, procedures, rules, executive orders and requirements, including Disclosure of Ownership Interests Ordinance (Chapter 2-154 of the MCC); the State of Illinois Certification Affidavit Statute (Illinois Criminal Code); State Tax Delinquencies (65ILCS 5/11-42.1-1); Governmental Ethics Ordinance (Chapter 2-156 of the MCC); Office of the Inspector General Ordinance (Chapter 2-56 of the MCC); Child Support Arrearage Ordinance (Section 2-92-380 of the MCC); and Landscape Ordinance (Chapters 32 and 194A of the Municipal Code).
- 6. If selected for grant award: respondents are required to (a) execute the Economic Disclosure Statement and Affidavit, and (b) indemnify the City as described in the grant agreement between the city and successful respondents.
- 7. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4. No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractors ,Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Subowners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract 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

	. Type of Expenditure . Account number:	The 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. Please note: 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 Share	This 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 Cost	This column will be automatically generated by formulas based on the information entered into (D3) and (D4).
E.	Percentage of Total Program Costs Paid by Other Share:	This column will be automatically generated by formulas based on the information 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 Employees:	For each position listed in column (A1), indicate the number of employees to be 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 Program:	Please indicate the percentage (%) of time that this employee is anticipated to 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 Responsibilities:	Describe briefly the duties and responsibilities associated with each position listed in 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. <u>This should be computed every payroll period</u> .
B2. State Unemployment Insurance ² :	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 Allo	ocation: 2022
A1. Type of Expenditure: A2. Account Number:	The necessary information has already been provided for Rows 9-13. Delegate 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.

1. Is there any member(s) of the applicant's staff or any member(s) of the applicant's Board of Directors or governing body who currently is or has/have been within one year of the date of this questionnaire (a) a City employee or consultant, or (b) a City Councilperson?

Yes <u>No</u>

If yes, please list the names(s) below:

On a separate sheet of paper, please indicate the job title or role each person listed above has with respect to the applicant; state whether each person listed above is a City employee, consultant, or City Councilperson; and identify the City Department in which he/she is employed.

2. Will the funds requested by the applicant be used to award a subcontract to any individual(s) or business affiliate(s) who is/are currently or has/have been within one year of the date of this questionnaire a City employee, consultant, or a City Councilperson?

Yes No____

If yes, please list the name(s) below:

On a separate sheet of paper, please state whether each person listed above is a City employee, consultant, or City Councilperson,; and identify the City Department in which he/she is employed.

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,?

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.

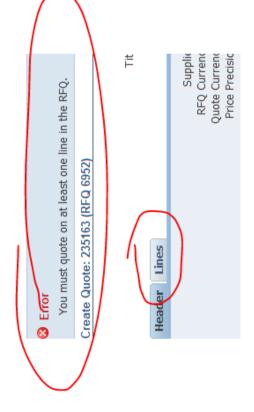
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# Negotiations

# Sonfirmation Quote 236154 for RFQ 6952 (DFSS Youth Services Enrichment Programs - STEM (Science, Tech,

Engin. & Math)) has been submitted.

Return to Sourcing Home Page

Negotiations Home



# 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 <u>CustomerSupport@cityofchicago.org</u> or (312) 744-HELP (4357).

# FAMILY CONNECTS INSURANCE REQUIREMENTS

# A. INSURANCE REQUIRED

Third Party Administrator/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) <u>Workers Compensation and Employers Liability</u> (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work, services or operations under this Agreement and Employers Liability coverage with limits of not less than <u>\$1,000,000</u> each accident; <u>\$1,000,000</u> disease-policy limit; and <u>\$1,000,000</u> 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) <u>Commercial General Liability</u> (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than <u>\$1,000,000</u> 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 <u>\$1,000,000</u> 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 \$1,000,000 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) <u>Professional Liability</u>

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 <u>\$1,000,000</u>. 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.

# 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.

<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.

<u>Other Insurance obtained by Consultant</u>. 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.