



**REQUEST FOR PROPOSAL (RFP)**  
**Administrative Service Provider (Delegate Agency)**  
**City of Chicago Department of Housing (DOH) Home Repair Program**

APPLICATIONS MUST BE ENTERED AND SUBMITTED  
ONLINE AT:

[HTTP://WWW.CITYOFCHICAGO.ORG/EPROCUREMENT](http://www.cityofchicago.org/eprocurement)

**\*PAPER APPLICATIONS WILL NOT BE  
ACCEPTED\***

**SYSTEM WILL OPEN AT 9AM (CT), 12/16/2020**  
**APPLICATIONS DUE AT 12:00 PM (CT), 1/11/2021**

*DOH will host two virtual pre-bidders sessions on  
December 16, 2020*

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## GENERAL INFORMATION

### ***Purpose of this RFP:***

The Department of Housing (DOH) is releasing this request for proposal (RFP) to fund a housing repair program for years 2021 and 2022. DOH will host a technical assistance (TA) session to provide information and guidance for applicants interested in applying for funding.

Submittal of an application does not ensure you will receive an award. The City assumes no liability for costs incurred in submitting this application or for costs incurred in anticipation of receiving an award. If you receive an award, the award will not be final until your organization and the City have fully negotiated and signed a grant agreement. All payments of funds, as well as the terms and conditions of the grant agreement, will be subject to the annual appropriation and availability of funds as well as the terms and conditions of the grant agreement. The City may, in its sole discretion, reduce the compensation payable under the grant agreement. The grant agreement will terminate on whichever date comes earlier, the last day of the fiscal period for which sufficient appropriation was made or when funds appropriated for payment under the grant agreement are exhausted, OR as otherwise provided under the grant agreement.

The Department of Housing is seeking an administrative service provider(s) (delegate agencies) to provide administrative oversight and management of the Home Repair Program (HRP). The administrative service provider (service provider) must be a not for profit and cannot be a construction subcontractor. There are three (3) zones within the City of Chicago (See page 9: Home Repair Program Zones). Interested not-for-profit organizations may bid on one or more zones. The same organization may be awarded more than one zone.

The administrative service provider's primary roles are to seek out, front fund and manage a qualified pool of local small and minority construction firms to secure bids on HRP projects. (In addition, the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program requirements will apply.) The administrative service provider must have successful experience executing a construction cost containment bid and contract award process and financial ability to front fund these projects. Other administrative obligations such as oversight of subcontractors, construction practices and performance, implementation and documentation of lead safe practices and lead abatement procedures, are set forth within this RFP.

Applicants must follow the directions of this RFP and all responses must be complete, legible, and coherent. Applicants' conformity to the RFP instructions and questions will facilitate higher quality evaluations of proposals. Incomplete responses to this RFP may cause the proposal to be disqualified from consideration. The City reserves the right to accept any proposal or any part(s) thereof and reject any or all proposals.

## DEPARTMENT OF HOUSING HOME REPAIR PROGRAM (HRP)

### PROGRAM DESCRIPTION:

The Home Repair Program (HRP) includes, but is not limited to, repairs of roofs and porches, remediation of environmental health hazards, and accessible repairs. Grants will be provided to homeowners pursuant to grant agreements with them for rehabilitation or repair services up to \$24,999 (This grant limit does not apply to households requiring lead abatement) to qualified owner-occupied homeowners of single family units attached or detached or 2 to 4 rental units within owner-occupied properties for service, rehabilitation or replacement of their roof, porch, environmental health hazards, accessible improvements for household occupants with disabilities, and other safety issues. Households must meet HUD's CDBG low/moderate income criteria pursuant to 24 CFR 5 and the property must be a single-family home or 2 – 4 unit apartment building where 1 unit is owner occupied and located in Chicago city limits. The administrative service provider is required to front fund these repair and rehabilitation projects. The administrative service provider can seek reimbursement from the as repair work on each job is complete and has been approved by the DOH.

### SERVICES:

- Roof or porch repair/replacement.
- Remediation of environmental health hazards. Areas of concern to be addressed include mold, asbestos or lead remediation, flood control, air quality and other environmental issues that may be deemed an unhealthy living condition.
- Small accessibility improvements, rehabilitation or repairs for households with occupant(s) with disabilities.

The administrative service provider's pool of construction subcontractors (subcontractor) must have demonstrative expertise in roof and porch construction, mold and lead remediation and accessibility rehabilitation. The administrative service provider and appropriate subcontractor will conduct on site assessments of the client's home and property along with DOH Bureau of Construction and Compliance (CAC) Rehabilitation Construction Specialist (RCS) staff to determine the appropriate scope of work based on the applicants specified need in the DOH Home Repair Program application. The scope must address health and safety issues within the owner's dwelling unit. It is the responsibility of the administrative service provider to implement a competitive construction bid process to select an appropriate subcontractor for the project scope. The selected subcontractor must perform the work according to the prior agreed upon scope of work. The administrative service provider must front fund the work and once the work is completed and approved by DOH must request reimbursement from City.

### ADMINISTRATIVE PROCESS:

The service provider of the appropriate zone (see zones on page 9: Home Repair Program zones) will receive approved applications from the Department of Housing. The service provider will execute a competitive construction subcontractor bid process to select a subcontractor to perform the requested repair service. Preference will be given to minority- and women-owned businesses. This process will occur during the "Scope the Project" process.

### DOH CONSTRUCTION SERVICES ADMINISTRATIVE PROCESS SCOPE THE PROJECT:

During application intake, DOH Home Ownership (HO) staff will determine if any children, under the age of six, reside in any home or building unit built before 1978 that may receive a roof, porch, environmental or small accessible construction service and notify Chicago Department of Public Health (CDPH). CDPH will

provide DOH with information pertaining to whether or not a child under the age of six has had a blood lead test to determine if elevated blood lead levels exist or will schedule and document a blood test to make that determination. Information will be shared between the DOH and CDPH staff that will coordinate lead paint abatement.

The CAC RCS will attend the initial site visit along with the administrative service provider and a construction subcontractor. This joint scope of potential jobs will determine and confirm the scope of construction with the homeowner. At the initial site visit with the RCS and the initial subcontractor a field drawing sheet will be completed. They will review it with the homeowner who will verify the proposed scope of work by signing the Grant Agreement and acknowledging the scope of work. The RCS and administrative service provider document existing conditions in writing and with time stamped color photographs of key areas. The administrative service provider selects the subcontractor to perform the scope of work.

The homeowner must sign a grant agreement which, among other things, requires the owner to acknowledge that the value of the grant will be paid to the construction subcontractor(s) and not paid in hand to the homeowner.

Homeowners will need to sign an amended grant agreement. when change orders are approved by the administrative service provider.

If the homeowners home was constructed before 1978, and the project costs more than \$5,000 and if painted surfaces will be disturbed as part of the scope of work then the administrative service provider through their vendor will conduct paint testing of the painted surfaces that will be disturbed as required by 24 CFR 35.930(b).

If lead testing is required, the homeowner and occupants will be notified about paint testing results and will receive a risk assessment and notification that lead is present. Homeowners and occupants will receive a description of interim controls and safe work practices that will be employed. Homeowners will also sign a verification of receipt of lead awareness forms and that they received the United States Environmental Protection Agencies' Protect Your Family From Lead In Your Home brochure, provided by the vendor.

The construction subcontractor or their subcontractor must be licensed and certified to perform interim controls and safe work practices consistent with the State and HUD requirements. Detailed methodologies of containment strategies employed will be consistent with CDBG Lead Based Paint Chapter 13 and lead standards controls referenced in 24 CFR §35. The vendor and its sub-subcontractors will follow 24 CFR §35.930(b), evaluation and hazard reduction requirements; 24 CFR §35.1330, interim controls and 24 CFR §35.1350 safe work practices or §35.1320 risk assessment for projects more than \$25,000. The following HUD documents will be utilized, filed and will include:

- Certified Inspectors Lead Inspection Report
- Lead Hazard Screen Report
- Risk Assessment
- Notice to EPA of lead-based paint abatement activities
- Laboratory analysis of samples
- Recordkeeping. All reports or plans required in this section shall be maintained by the certified firm or individual who prepared the report for no fewer than 3 years. The certified firm or individual also shall provide copies of these reports to the building owner who contracted for its services.

The lead awareness form and brochure will also be signed and distributed to the homeowner. The homeowner signs the lead awareness form, which acknowledgement of receipt of brochure. Documentation of the results from the lead testing will be retained and shared with DOH CAC and CDPH, the homeowner and any occupants of the building. If lead is present and interim controls and safe work practices or

remediation are employed then, the administrative service provider will include in the file, an environmental sample analysis; verification of notice to occupants and interim control and safe work methods; verification of lead disposal and that abatement and disposal was completed by certified vendor or sub-subcontractor.

The administrative service provider must verify field implementation of interim controls and lead safe practices or remediation via photographs and affidavit(s) and all site and office work is subject to CAC field inspection (Quality Control).

#### DURING REPAIR OR REHABILITATION:

The administrative service provider selects that subcontractor to perform the approved scope of work via a competitive bid process. The administrative service provider oversees subcontractor performance, construction site change orders, and addresses construction issues that may arise as well as performs quality control site visits ensuring construction subcontractor or subcontractors are producing quality work and if applicable are executing lead safe practices or remediation as stipulated as required by 24 CFR §35.1350 Safe work practices or lead abatement 24 CFR §35.1325 or §35.1320.

#### PROJECT COMPLETION:

Once a project is complete, the service provider, CAC and the homeowner will finalize the project together. The administrative service provider will ensure the construction subcontractor provides the homeowner with the warranty and maintenance agreement.

#### PAYMENT:

The Administrative Service Provider will submit an invoice and reimbursement request for each sub-subcontractor's completed repair work with the appropriate supporting documents identified in the payment checklist.

#### DIRECT AND INDIRECT PROGRAM BENEFITS:

- Children under the age of 6 will be protected from lead exposure
- Homeowners and occupants of distressed homes in disinvested in communities will receive construction services and structural benefits to their homes.
- Allows people with disabilities to achieve maximum level of independence.
- Provides a safe and suitable living environment for people with disabilities.
- Enhances the independence of people with disabilities. With an accessible living environment, one has greater opportunity to participate and become independent in other aspects of life such as employment, recreation, and education.
- Increases the housing stock for people with disabilities. Making apartments and single-family homes accessible will help ensure that people with disabilities will have appropriate and safe housing. People without disabilities may also take advantage of accessible housing.
- Provides wealth-building opportunities to homeowners and their families.

#### CLEARANCES THAT ARE SOUGHT:

- Lead Based Paint Hazard: Service provider's licensed Lead Inspector conducts a preliminary visual inspection of all painted surfaces on all anticipated jobs. The visual inspection will be conducted before the Subcontractor conducts its assessment. A visual inspection report is produced to determine exactly what work is needed to make the home lead safe. Service provider will cite areas of concern and indicate what type of remediation is needed to correct any hazardous conditions. DOH and or DPH will conduct a final inspection on all work performed and submit to the Department of Public Health.

**PROGRAM REQUIREMENTS:**

All program specific questions, requirements, forms, or templates that applicants must answer or complete will be available on the City of Chicago eProcurement site.

**PERFORMANCE MEASURES**

The service provider must:

- Ensure home repairs, modifications and lead comply with the City of Chicago Department of Building (DOB) Code, Illinois Code, and any other applicable codes and standards, such as HUD; Have the capacity to provide home repairs or modifications for a minimum of 150 homes and or rental units per year per zone (see attached map for zone delineation)
- Roof and porch anticipated quantities are based on past annual volumes of applications processed (see breakout below). Historically, DOH has received approximately \$5M in annual funding from HUD for roof and porch repairs and replacements.
- Ensure applications for other home repairs, modifications and abatements in the areas of environmental health hazards, accessible improvements for households with occupant(s) with disabilities, or other safety or health hazards posing an imminent threat to households will be on a first come first serviced basis.
- Submit accurate invoice reimbursement requests through the City of Chicago iProcurement system in a timely manner as jobs are completed.
- Submit appropriate staff credentials including resumes, licensures, job descriptions, organizational structure reflective of program plan, staff training and supervision plan, pre- employment screening procedures, etc.

**Expected Typical Trigger Dates and Work Order Batch Quantities for Roof Repair**

**Summary of activities**

Average Trade: **270 Roof Repair Jobs**

Estimated Quantity for Each Job Batch: 45 Jobs/Batch

Goal: Roof: 30 days for scope, 30 days for procurement, 30 days for work, 30 days for payout submittal, 30-60 days for payment

Anticipated Construction season for roof is March to December (will depend on the weather condition)

**Chart of Expected Batch Quantities and Construction and Production Timeline by Major Task**

MONTHLY BATCH QUANTITIES													
MAJOR TASKS	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
Roof scope			45	45	45	45	45	45					270
Roof procurement				45	45	45	45	45	45				
Roof work					45	45	45	45	45	45			
Roof payout submitted						45	45	45	45	45	45		
Roof payment							45	45	45	45	45	45	

Each batch of 45 Jobs is color-coded with a different color along the Major Tasks: Scope, Procurement, Work, Payout Submission and Payment.

NOTE: Actual assigned quantities per each batch may vary somewhat depending on available resources etc.

**Note:** The monthly job quantities and total stated above are City-wide, encompassing all three zones.

**Expected Typical Trigger Dates and Work Order Batch Quantities for Porch Repair Program (PRP)**

**Summary of activities**

Average Trade: **180 Porch Repair Jobs**

Estimated Quantity for Each Job Batch: 30 Jobs/Batch

Goal: Porch: 30 days for scope, 30 days for procurement, 30 days for work, 30 days for payout submittal, 30-60 days for payment

Anticipated Construction season for porch is March to December (will depend on the weather condition)

**Chart of Expected Batch Quantities and Construction and Production Timeline by Major Task**

MONTHLY BATCH QUANTITIES													
MAJOR TASKS	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
Porch scope			30	30	30	30	30	30					180
Porch procurement				30	30	30	30	30	30				
Porch work					30	30	30	30	30	30			
Porch payout submitted						30	30	30	30	30	30		
Porch payment							30	30	30	30	30	30	

Each batch of 30 Jobs is color-coded with a different color along the Major Tasks: Scope, Procurement, Work, Payout Submission and Payment.

NOTE: Actual assigned quantities per each batch may vary somewhat depending on available resources etc.

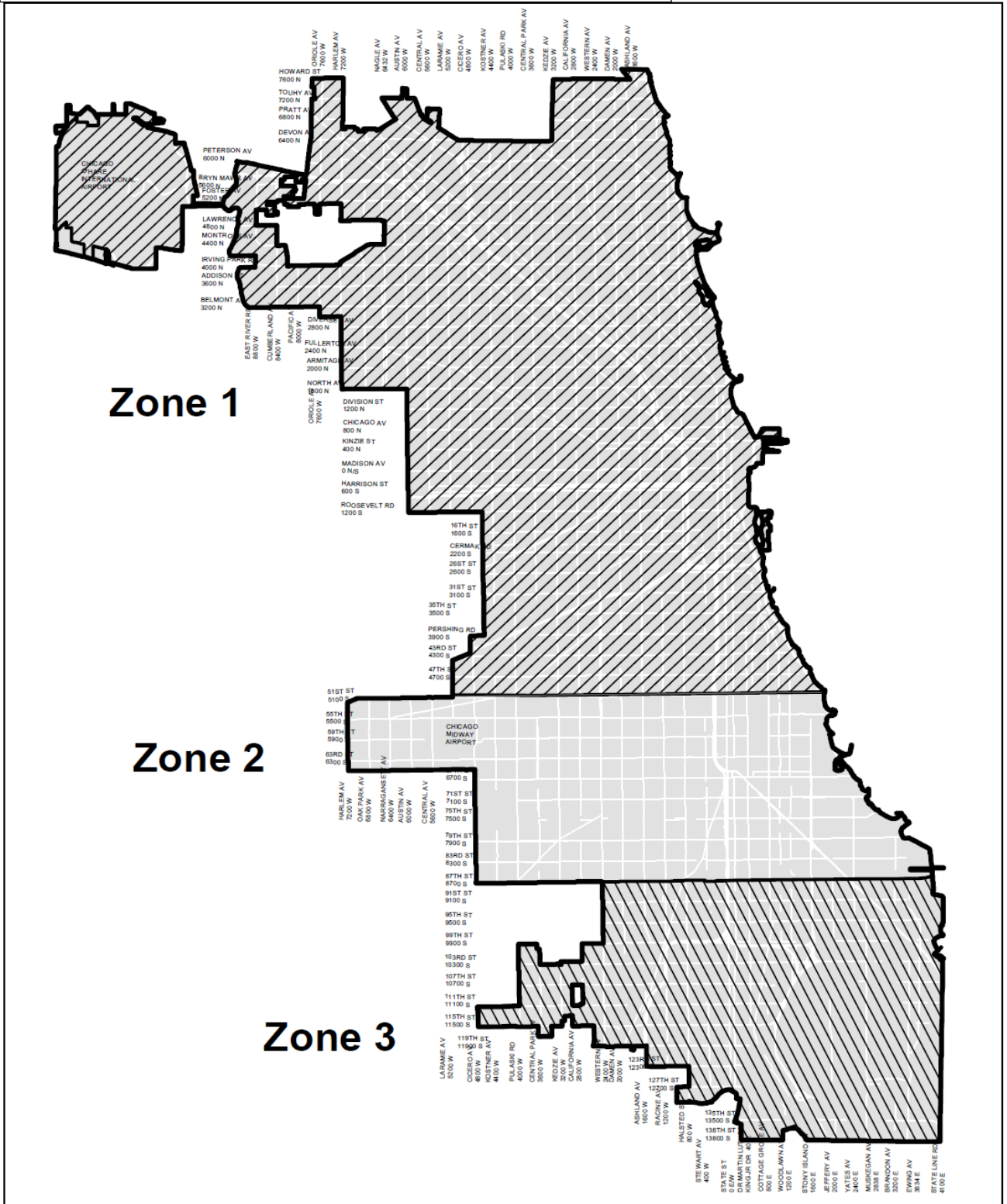
**Note:** The monthly job quantities and total stated above are City-wide, encompassing all three zones



# Home Repair Program Zones



DEPARTMENT OF HOUSING  
Work Product  
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- Zone 1: 7600 N to 5100 S**
- Zone 2: 5100 S to 8700 S**
- Zone 3: 8700 S to 13800 S**

***Eligibility Requirements:***

This is a competitive process open to not-for-profit community-based organizations (unless specifically stated otherwise in the “Program Description” section of this document). Applicants must provide their federal 501(c)(3) tax-exempt designation and State of Illinois articles of incorporation as verification of their not-for-profit status. Applicants are required to deliver services within the city of Chicago and to Chicago residents only.

Applicants with existing contracts with the City that are not in good standing will not be considered for new funding. In addition, respondents that have had a City contract terminated for default, are currently debarred, or have been issued a final determination by a City, State, or Federal agency for performance of a criminal act, or abridgement of human rights or illegal/fraudulent practices will not be considered for new funding.

***Funding Sources:***

All final awards will be subject to the availability of funds from the sources identified below. For more information about the various rules and regulations that may govern the use of these funding sources, visit the specific web site referenced by each funding source.

- U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant (CDBG)

***Anticipated Term of Contract:***

The term of the contracts executed under this RFP will be for two (2) years with options for two (2) one- year extensions. The first year funding award will cover the period of March 15, 2021 to March 14, 2023. Based on performance and availability of funds, the contract may be extended for an additional year, from March 15, 2023 to March 14, 2024. Additional extensions may be granted, not to exceed one additional year.

***Compliance:***

Applicants must comply with all applicable federal, state, and City requirements necessary to execute and perform services under a contract funded by this application.

**PRE-BIDDERS CONFERENCE:**

The Department of Housing will host one technical assistance (TA) session, also known as the Pre-Bidders Conference, which will include a brief overview of the Home Repair Program and an overview of the online eProcurement system. Staff from City departments that oversee the various programs included in this RFP will be in attendance to respond to questions, and offer any other assistance needed. All applications must be submitted on the City’s eProcurement system at: <http://www.cityofchicago.org/eprocurement>.

**RFP, PROGRAM SPECIFIC, AND EPROCUREMENT QUESTIONS:**

***Technical Application and General Content of the RFP***

Questions regarding the general content of this RFP or the online eProcurement system must be submitted in writing to [OBMGMU@cityofchicago.org](mailto:OBMGMU@cityofchicago.org). Questions will be answered within 24 hours and those received after regular business hours will be answered the following business day. Program specific questions may be emailed to Travis Kluska, Assistant Commissioner, Department of Housing at [Travis.Kluska2@cityofchicago.org](mailto:Travis.Kluska2@cityofchicago.org).

DEPARTMENT OF HOUSING HOME REPAIR PROGRAM RFP KEY DATES

RFP Advertising	December 4, 2020
Pre-bid Conference (Virtual)	December 16, 2020
RFP Submissions Due	January 11, 2021
Program Year Begins	March 1, 2021*

\*Date is tentative

Department of Housing is inviting you to a scheduled Zoom meeting December 16, 2020 from 9:00AM to 10:30AM. See Zoom link below for this meeting.

Department of Housing scheduled Zoom Home Repairs RFP Meeting 1 of 2

Join Zoom Meeting

<https://us02web.zoom.us/j/84921248281?pwd=MUUtCa3hZWUtTRWlpdSs1dCsxbmlyUT09>

Meeting ID: 849 2124 8281

Passcode: 177245

One tap mobile

+13126266799,,84921248281# US (Chicago)

+19292056099,,84921248281# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 849 2124 8281

Find your local number: <https://us02web.zoom.us/j/84921248281?pwd=MUUtCa3hZWUtTRWlpdSs1dCsxbmlyUT09>

If you cannot make the above meeting you can also join a repeat meeting on December 16, 2020 from 1:00PM to 2:30 pm. See Zoom login below:

Department of Housing scheduled Zoom Home Repairs RFP Meeting 2 of 2

Join Zoom Meeting

<https://us02web.zoom.us/j/84799519010?pwd=dzBJKytrVXJkZXhlbW1aQ3NBUEU0Zz09>

Meeting ID: 847 9951 9010

Passcode: 972830

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+13126266799,,84799519010# US (Chicago)

+13017158592,,84799519010# US (Washington D.C)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 301 715 8592 US (Washington D.C)

+1 929 205 6099 US (New York)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 847 9951 9010

Find your local number: <https://us02web.zoom.us/j/84799519010>

**PROGRAM CONTACTS:**

Jim Horan, Deputy Commissioner

Phone: 312-742-0493

Email: [Jim.Horan@cityofchicago.org](mailto:Jim.Horan@cityofchicago.org)

Travis Kluska, Assistant Commissioner

Phone: 312-742-0851

Email: [Travis.Kluska2@cityofchicago.org](mailto:Travis.Kluska2@cityofchicago.org)

## EVALUATION AND SELECTION CRITERIA

The Department of Housing (DOH) will evaluate and score all proposals based upon the criteria identified on the table below. During the evaluation process, DOH reserves the right to consult with community advisory groups or committees, external experts, other City departments, and public and private funders.

The Applicant must show to the complete satisfaction of DOH that it has the necessary facilities, ability, and financial resources to provide the services specified in this RFP document in a satisfactory manner. DOH may make reasonable investigations deemed necessary and proper to determine the ability of the Applicant to perform the work and the Applicant shall furnish to the lead department all information that may be requested. DOH reserves the right to reject any application if the materials or information provided by the Applicant fail to satisfy that the Applicant is properly qualified to carry out the obligations of the contract and to complete the work described in the Program Description.

The table below lists the maximum score an applicant can receive, along with examples of the review criteria for each section.

### APPLICATION REVIEW CRITERIA

The maximum points an application can receive is 100. There are additional requirements identified in the Program Descriptions section of this document:

Points	Scoring Criteria
20	<p style="text-align: center;"><u>Organizational Capacity</u></p> <p>The Applicant must provide evidence of:</p> <ul style="list-style-type: none"> <li>• (5 points) Identification of qualified and adequate staff responsible for program oversight, management, fiscal oversight, evaluation and performance management methods, record keeping and reporting, and use of construction management software. Successful past program performance and success in initiating, maintaining, and completing a similar program(s) of size and scale,</li> <li>• (5 points) That any subcontractor(s) is not an entity related to the Applicant. Provide a list of proposed/potential subcontractors that the Applicant may subcontract in order to implement the services described in this RFP. Ability to serve a high need community area (defined as an area of 51% low to moderate income residents); an area with a service gap; and/or serves an under or unserved population. Preference will be given to service providers that have or can obtain subcontractors with the appropriate lead abatement licensures and can demonstrate experience performing lead safe practices and abatement</li> <li>• (5 points) customer service capacity including advertised hours and in an accessible easy-to-reach location as well as virtually. Collaborate with other service providers when necessary to provide additional services</li> <li>• (5 points) Serve a minimum of 150 home or rental units within one year per zone (total 450 all 3 zones)</li> </ul>
25	<p style="text-align: center;"><u>Proposed Program</u></p> <p>The Applicant must provide evidence of:</p> <ul style="list-style-type: none"> <li>• (5 points) Ability to manage the performance of home repairs or modifications in the areas of roof, porch repair or replacement, lead and mold abatement, accessibility improvements, and other environmental health and safety hazards,</li> <li>• (5 points) Providing or will provide wealth-building opportunities for people of color in the areas of contracts and or employment,</li> </ul>

	<ul style="list-style-type: none"> <li>• (5 points) Successful experience in the execution of a construction bid and award process.</li> <li>• (5 points) Experience with existing subcontractors or ability to subcontract with contractors that have appropriate licenses and certifications for work that will be performed. Subcontractor(s) with HUD/CDBG required lead abatement licensures and can demonstrate experience performing lead safe practices and abatement.</li> <li>• (5 points) Ability to manage the performance of subcontractor(s) work on home repairs or modification programs. Specifically, in the areas of roof, porch repair or replacement; lead and mold abatement and other environmental health and safety hazards and accessibility improvements.</li> </ul>
20	<p style="text-align: center;"><u>Reasonable Costs, Budget Justification, and Leverage of Funds</u></p> <p>The Applicant must provide evidence of:</p> <ul style="list-style-type: none"> <li>• (5 points) Ability to manage the performance of subcontractor(s) work on home repairs or modification programs. Specifically, in the areas of roof, porch repair or replacement; lead and mold abatement and other environmental health and safety hazards and accessibility improvements.</li> <li>• (5 points) The Applicant - demonstrates reasonable implementation costs and funding requests relative to its financial and human resources. The proposed budget supports the proposed scope of work or work plan. Overall, the Applicant is fiscally sound, as evidenced by the financial history and record of the organization, as well as audited financial statements from the most current fiscal year of such audited financials,</li> <li>• (5 points) Evidence of source(s) of funds available to Applicant to ensure the ability to front fund work subcontractors perform,</li> <li>• (5 points) Demonstrates ability to keep projects on budget and follows industry standard change order request and approval process.</li> </ul>
25	<p style="text-align: center;"><u>Health and Racial Equity Impact</u></p> <p>The Applicant must provide evidence of:</p> <ul style="list-style-type: none"> <li>• (5 points) The Applicant has documented collaborations or partnerships with local community groups and other entities that support or enhance resources for the target population,</li> <li>• (5 points) Demonstrates a commitment to community wealth building and empowerment that includes the ability to recruit and retain small local and minority subcontractors that hire City of Chicago residents,</li> <li>• (5 points) Applicant and/or their proposed subcontractors have experience overseeing the abatement of asbestos, lead and mold that create better health outcomes,</li> <li>• (5 points) History of having a positive impact on vulnerable or marginalized populations, and committed to diversity, equity and inclusion within their own organization,</li> <li>• (5 points) Can demonstrate the capacity to serve Chicago residents with an equity lens that promotes equity for women, people with disabilities, communities of color, LGBTQA and non-English speaking clients.</li> </ul>
10	<p style="text-align: center;"><u>Overall Responsiveness</u></p> <p>The Applicant must provide evidence of:</p>

	<ul style="list-style-type: none"><li>• (10 points) The Applicant completed the application in an accurate manner, answers all questions with sufficient detail to demonstrate knowledge and capacity to carry out the proposed program(s), and submits all necessary information or documentation.</li></ul>
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## COMPLIANCE WITH LAWS, STATUTES, ORDINANCES, AND EXECUTIVE ORDERS

Awards will not be final until the City of Chicago and the applicant have fully negotiated and executed a delegate agreement. All payments under a delegate agreement 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 applicant in anticipation of a delegate agreement. Here is a partial list of laws, statutes and ordinance that successful applicants will be required to comply with under a delegate agreement:

1. Conflict of Interest Clause: No member of the governing body of the City or other unit of government and no other officer, employee, or agent of the City 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 applicant 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 applicant further covenants that in the performance of the grant agreement no person having any such interest shall be employed.
2. Governmental Ethics Ordinance, Chapter 2-156: All applicants agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 which includes the following provisions: a) a representation by the applicant that he/she has not procured the grant agreement in violation of this order; and b) a provision that any grant agreement which the applicant has negotiated, entered into, or performed in violation of any of the provisions of [Governmental Ethics Ordinance, Chapter 2-156] shall be voidable by the City.
3. Drug-free Workplace: Selected applicants shall establish procedures and policies to promote a Drug-free Workplace. The selected applicant 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 applicant 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 Section 2-156-030(b) of the Municipal Code of Chicago as amended (Municipal Code), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to the Agreement shall be grounds for termination of the Agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.
  - a. Section 2-156-080 defines a “business relationship” as any contractual or other private business dealing of an official, or his or her spouse or domestic partner, or of any entity in which an official or his or her spouse or domestic partner has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the
  - b. Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A “contractual or other private business dealing” shall not include any employment relationship of an official’s spouse or domestic partner with an entity when such spouse or domestic partner has no discretion concerning or input relating to the relationship between that entity and the City.



5. Legal Compliance: Compliance with Federal, State of Illinois and City of Chicago regulations, ordinances, policies, procedures, rules, executive orders and requirements, including: Disclosure of Ownership Interests Ordinance (Chapter 2-154 of the Municipal Code); the State of Illinois - Certification Affidavit Statute (Illinois Criminal Code); State Tax Delinquencies (65ILCS 5/11-42.1-1); Governmental Ethics Ordinance (Chapter 2-156 of the Municipal Code); Office of the Inspector General Ordinance (Chapter 2-56 of the Municipal Code); Child Support Arrearage Ordinance (Section 2-92-380 of the Municipal Code); and Landscape Ordinance (Chapters 32 and 194A of the Municipal Code).
6. Economic Disclosure Statement: If selected for grant award, applicants are required to (a) execute the Economic Disclosure Statement and Affidavit and (b) indemnify the City as described in the Agreement between the City and the successful applicants.
7. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4: Neither you nor any person or entity who directly or indirectly has an ownership or beneficial interest in you of more than 7.5% (Owners), spouses and domestic partners of such Owners, your Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% (Sub-owners) and spouses and domestic partners of such Sub- owners (you and all the other preceding classes of persons and entities are together, the Identified Parties), shall make a contribution of any amount to the Mayor of the City of Chicago (the Mayor) or to his political fundraising committee during (i) the bid or other solicitation process for the grant agreement or Other Contract, including while the grant agreement or Other Contract is executory, (ii) the term of the grant agreement or any Other Contract between City and you, and/or (iii) any period in which an extension of the grant agreement or Other Contract with the City is being sought or negotiated.
  - a. You represent and warrant that since the date of public advertisement of the specification, request for qualifications, RFP or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached you or the date you approached the City, as applicable, regarding the formulation of the grant agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.
  - b. You shall not: (a) coerce, compel or intimidate your employees to make a contribution of any amount to the Mayor or to the Mayor’s political fundraising committee; (b) reimburse your employees for a contribution of any amount made to the Mayor or to the Mayor’s political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.
  - c. 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.
  - d. Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under the grant agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under the grant agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein. If you violate this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject your bid. For purposes of this provision:
    - i. “Other Contract” means any agreement entered into between you and the City that is (i) formed under the authority of Municipal Code Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.
    - ii. “Contribution” means a “political contribution” as defined in Municipal Code Ch. 2-156, as amended.
    - iii. “Political fundraising committee” means a “political fundraising committee” as defined in
    - iv. Municipal Code Ch. 2-156, as amended.

## 8. Hiring Practices

- a. The City is subject to the June 24, 2011 “City of Chicago Hiring Plan” (the “2011 City Hiring Plan”) entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
  - b. You are aware that City policy prohibits City employees from directing any individual to apply for a position with you, either as an employee or as a subcontractor, and from directing you to hire an individual as an employee or as a subcontractor. Accordingly, you must follow your own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by you under the grant agreement are employees or subcontractors of you, not employees of the City of Chicago. The grant agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by you.
  - c. You will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under the grant agreement, or offer employment to any individual to provide services under the grant agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of the grant agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
  - d. In the event of any communication to you by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, you will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (“IGO Hiring Oversight”), and also to the head of the Department. You will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.
9. Illinois Prevailing Wage Requirement: You will ensure that construction Subcontractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work in connection with this program, pursuant to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).
10. Section 3 Requirement: Successful applicants will need to comply with the relevant provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, and implementing regulations found at 24 C.F.R. Part 135. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, must, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
11. CDBG Requirements: Successful applicants will need to comply with the relevant provisions of the HUD Community Development Block Grant regulations, 24 CFR 84, 24 CFR 85 or 24 CFR 570, as applicable.
12. MBE/WBE Ordinance Requirements: Successful applicants must comply with the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Ordinance"), Section 2-92-420 et seq of the Municipal Code of Chicago, as amended (the "Municipal Code") or with Section 2-92-586 (Contracts-Firms Owned or Operated by Individuals with Disabilities) of the Municipal Code.

## INSURANCE REQUIREMENTS

Insurance requirements are applicable at the time of contract execution.

1. Required Insurance –The kinds and amounts of insurance required are as follows:
  - a. Workers Compensation and Employers Liability: Workers Compensation as prescribed by applicable law covering all employees who are to provide services under a grant agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness, or disease.
  - b. Commercial General Liability (Primary and Umbrella): Commercial General Liability Insurance or equivalent with limits of not less than \$500,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include 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 is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or services.
  - c. Automobile Liability (Primary and Umbrella): When any motor vehicles (owned, non-owned and hired) are used in connection with work or services to be performed, Sub-grantee must provide Automobile Liability Insurance with limits of not less than \$300,000 per occurrence for bodily injury and property damage.
  - d. Professional Liability: When any professional consultants perform work or services in connection with a grant agreement, Professional Liability Insurance covering errors, omissions, or negligent acts, must be maintained with limits of not less than \$500,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work or services on a grant agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.
  - e. Medical/Professional Liability: When any medical services are performed in connection with a grant agreement, Medical/Professional Liability Insurance must be provided to include coverage for errors, omissions and negligent acts related to the rendering or failure to render professional, medical or health services with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with or precede the start of work or services on the grant agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.
  - f. Builders Risk: When any Sub-grantee performs any construction, including improvement, betterments, and/or repairs, Sub-grantee must provide All Risk Builders Insurance to cover materials, supplies, equipment, machinery and fixtures that are part of the structure.
2. Related Requirements
  - a. If coverage has an expiration or renewal date occurring during the time for performance of the grant agreement, Sub-grantee must furnish renewal certificates to the Federal Funds Insurance Unit at the address listed in Section 2.5 of the grant agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the grant agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Sub-grantee is not a waiver by the City of any requirements for sub-grantee to obtain and maintain specified coverage. Sub-grantee must advise all insurers of the grant agreement provisions regarding insurance. Non-conforming insurance does not relieve sub-grantee of your obligation to provide insurance as specified here. Nonfulfillment of the insurance conditions may constitute a violation of the grant agreement, and the City retains the right to stop work or services or terminate the grant agreement until proper evidence of insurance is provided.
  - b. 2) The sub-grantee must provide for 30 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

- c. 3) All deductibles or self-insured retentions on referenced insurance coverage must be borne by sub-grantee.
  - d. 4) Sub-grantee will waive and agree to require their insurers to waive their rights of subrogation against the City, its employees, elected officials, agents or representatives
  - e. 5) The coverage and limit furnished by sub-grantee in no way limits sub-grantee's liabilities and responsibilities specified within the grant agreement or by law.
  - f. Any insurance or self-insurance programs maintained by the City do not contribute to the insurance provided by sub-grantee under the grant agreement.
  - g. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in the grant agreement or any limitation placed on the indemnity in the grant agreement given as a matter of law.
  - h. If sub-grantee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.
  - i. Sub-grantee must require all subcontractors to provide the insurance required in the grant agreement or sub-grantee may provide the coverage for sub-subcontractors. All subcontractors are subject to the same insurance requirements of sub-grantee unless otherwise specified in the grant agreement.
  - j. If sub-grantee or sub-subcontractors desire additional coverage, the party desiring additional coverage is responsible for the acquisition and cost of such additional protection.
  - k. Notwithstanding any provisions in the grant agreement, the City maintains the right to modify, delete, alter, or change these requirements.
3. If you need additional information related to insurance, please call the Department of Finance (Finance) at (312) 744-7923.

## SUB-RECIPIENT FINANCIAL ACCOUNTABILITY IN FEDERALLY FUNDED PROGRAMS

CDBG sub-recipients/ “Delegate Agencies” are an indispensable part of the CDBG program. Delegate Agencies provide the City and HUD with assurances that the diverse communities, groups, and individuals whom the CDBG program is intended to serve are in fact reached by the program. HUD and the City count on sub-recipients to make sure that needed services are delivered in a cost-effective manner. In the past, some sub-recipients have encountered administrative problems in achieving their mission. The following are key regulations defining Federal administrative requirements for nonprofit sub-recipients:

In 2013, the Federal Office of Management and Budget (OMB) issued final guidance on administrative requirements, cost principles and audit requirements for federal awards (which includes research grant awards). This final guidance supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-110 and A-122 (which have been placed in 2 CFR Parts 220, 225, 215 and 230): Circulars A-89, A-102 and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up

Copies of the OMB Circulars that are superseded by this guidance are available on OMB’s Website at [https://www.whitehouse.gov/omb/grants\\_circulars](https://www.whitehouse.gov/omb/grants_circulars). The final guidance consolidates the guidance previously contained in the aforementioned citations into a streamlined format that aims to improve both the clarity and accessibility. This final guidance is located in Title 2 of the Code of Federal Regulations.

The following is a more detailed explanation of audits that might be required in connection with Subpart F of 2 CFR Part 200, Sections 200.500 through 200.512.

If the sub-recipient is a nonprofit corporation and is expending federal funds totaling \$750,000 or more during its fiscal year, it must submit under Subpart F section 200.501 a single audit in accordance with section 200.514 or a program-specific audit in accordance with the provisions of Subpart F section 501c and 200.507.

If the sub-recipient is a nonprofit corporation and is expending federal funds under this and other agreements totaling less than \$750,000 during its fiscal year, then the sub-recipient, under Subpart F section 200.501 is exempt from federal audit requirements for that year, except as noted in section 200.503 Relation to other audit requirements. However, records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office.

The audit must cover the time period specified by Subpart F section 200.507 for program-specific audits. In addition to the audit opinion, reports, and schedules required by, section 507 the program-specific audit shall include the following financial statements: (1) Statement of Financial Position (Balance Sheet) (if applicable) and (2) Statement of Activities (Revenue and Expenses). The City may perform, or cause to be performed, various monitoring procedures relating to the sub-recipient’s award(s) of federal funds, including, but not limited to, “limited scope audits” of specific compliance areas. The sub-recipients must submit the audit reports within 6 months after the end of the audit period. The sub-recipient will submit the audit, within this time frame, to their lead department and to Finance’s Internal Audit Division.

If a Single audit is required, the sub-recipient will also send a copy of the audit, within the time frame indicated in Subpart F section 200.512, to the Federal Audit Clearinghouse. Further, the sub-recipient must submit, with the audit, a report that comments on the findings and recommendations in the audit, including corrective action planned or taken. If no action is planned or taken, an explanation must be included. Copies of written communications on non-material compliance findings will be submitted to the sub-recipient’s lead department and Finance’s Internal Audit Division. The City also retains its right to independently audit the sub-recipient. If the sub-recipient is found in non-compliance with these audit

requirements, by either the City or any federal agency, the sub-recipient may be required to refund financial assistance received from the City or any federal agency or agencies.

The City may in its sole discretion audit the records of sub-recipients or its subcontractors, or both, at any time during the term of the grant agreement or within 5 years after the City, and, if applicable, the federal government determines that sub-recipients have met all closeout requirements for the grant agreement in connection with the goods, work, or services provided under the grant agreement. Each calendar year or partial calendar year is considered an “audited period.” If, as a result of such an audit, it is determined that the sub-recipient or any of its subcontractors has overcharged the City in the audited period, the City will notify sub-recipient. The sub-recipient must then promptly reimburse the City for any amounts the City has paid sub-recipient due to the overcharges and also some or all of the cost of the audit.