

Delegate Agency Solicitation #56930 (RFP)

DOH Biz Accelerator Program (BAP)

Specification Number:1329261

Required for use by: DEPARTMENT OF HOUSING

Bid/Proposal Submittal Date and Time: 12:00 PM Central Time, 17-SEP-2025

Deadline for Questions: 05:00 PM Central Time, 03-SEP-2025

Buyer: MCKEE, ZACHARIA

Email Address: Zacharia.Mckee@cityofchicago.org

Phone Number:

Pre-Solicitation Conference Date and Time: 11:00 AM Central Time, 29-AUG-2025

Pre-Solicitation Conference Location: Virtual on GoTo - Register Here - https://register.gotowebinar.

com/register/6462599943310450775

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.

BRANDON JOHNSON MAYOR Lissette Castaneda Commissioner

Specification Number: 1329261 Type of Funding: FEDERAL

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1 Header Information

1.1 General Information

Title DOH Biz Accelerator Program (BAP)
Description DOH Biz Accelerator Program (BAP)

Preview Date 20-AUG-2025 09:00:00 Open Date 20-AUG-2025 09:00:00

Close Date 12:00 PM Central Award Date Not Specified

Time, 17-SEP-2025

Time Zone Central Time Buyer MCKEE, ZACHARIA

Quote Style Blind Email Zacharia.

 $Mckee@\,city of chicago.org$

Event Delegate Agency Outcome Delegate Agency Blanket

Agreement

1.2 Terms

Effective Start Date Not Specified Effective End Date Not Specified Ship-To Address 021-2560 Bill-To Address 021-2560

HOMEOWNERSHIP HOMEOWNERSHIP

SERVICES SERVICES

121 N LASALLE ST Chicago, IL 60602 Chicago, IL 60602 United States United States

Payment Terms IMMEDIATE Carrier

FOB Freight Terms

Currency USD (US Dollar) Price Precision Any

Total Agreement Not Specified Minimum Release Not Specified Amount (USD)

Minimum Release Not Specified Amount (USD)

1.3 Requirements

Contact
First Name
Provide your answer below
Last Name
Provide your answer below
Telephone Number
Provide your answer below

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Contact
E-mail Address
2 man 7 datess
Provide your answer below
Contact Type
Provide your answer below
Organization Information
Legal Organization Name
Provide your answer below
Address
Address
Provide your answer below
City
Provide your answer below
State
Drovide your anguar helow
Provide your answer below

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Organization Information
Zip
Provide your answer below
County
Provide your answer below
Organization Telephone Number
Provide your answer below
Federal Employer Identification Number
Provide your answer below
Unique Entity Identification (UEI)
Provide your answer helow
Trovide your answer below
Head of Agency Name
Provide your answer below
Provide your answer below Head of Agency Name Provide your answer below

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Organization Information
Head of Agency Title
Provide your answer below
Head of Agency Contest Telephone
Head of Agency Contact Telephone
Provide your answer below
Head of Agency E-mail Contact
Describe construction and the second
Provide your answer below
Website Address
Website Address
Provide your answer below
Year Org. Established
Dec 11.
Provide your answer below
Did you attach the following in your admin section? *Liability Incurance *Poord Member Identification
Did you attach the following in your admin section? *Liability Insurance *Board Member Identification *IRS Determination Letter *SAM Certificate *Certificate of Good Standing *Bylaws and Articles of
Incorporation *Audited Financial Statement *Organizational Chart *Up-to-date resumes *Quality
Assurance or Control procedures, if applicable. *Budget Forms *Conflict of Interest Questionnaire
Circle one from the response values below:
Yes No
Organization Overview

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Organization Overview
Please provide a brief overview of your organization. The narrative should, at a minimum, address the following items: services or programs provided; the number of years that the agency has provided these services and current service areas(s), including client populations served and geographic delivery area.
Provide your answer below
What is the mission of your organization and what have been its major accomplishments in the last 12 months?
Provide your answer below
How does your arganization angage with the community? How do you listen to the community's an your
How does your organization engage with the community? How do you listen to the community's or your client's needs to adjust your organization's services?
Provide your answer below
Provide your allswer below
Please attach your agency's organization chart. The organization chart must include all staff positions working on or connected to the proposed program, including administrative and executive staff. Include the titles, overall years of experience and current annual salary.
Provide your answer below
Auditing Requirements What is your agency's fiscal year? For example, January 1, 2025 through December 31, 2025.
Provide your answer below
When do you intend to conduct an audit of this contract?
Provide your answer below

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Auditing Requirements
Will your audit be annual or biennial (once every two years)?
Circle one from the response values below:
Annual
Biennial
Does your agency anticipate receiving funding from any Federal or State agency for this program during 2025?
Circle one from the response values below:
No
Yes
Please identify the Federal or State sources that will be funding your agency and the associated dollar
values.
Type Optional
Provide your answer below
Trovide your answer below
Please describe how your organization monitors program performance, collects data, and tracks and
verifies outcomes. Include any internal quality control or assurance measures taken within your
organization, the cadence, and the protocol for any internal finding because of monitoring. Your
organization may upload your Quality Assurance or Quality Control procedures.
Provide your answer below
Trovide your unswer below
Please describe how your organization will monitor program expenditures and ensure appropriate fiscal
controls and records are in place.
Provide your answer below
Additional Locations Does your organization have additional locations outside of the legal address?
Does your organization have additional locations outside of the legal address?
Circle one from the response values below:

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Additional Locations
Yes
No
Geographic Area(s) Served
Please provide the street number for your site 1 address.
Type Optional
Provide your answer below
Trovide your unswer below
Please identify the street direction associated with your site street address.
Trease identify the street direction associated with your site street address.
Type Optional
Provide your answer below
·
Please provide the street name.
Type Optional
Provide your answer below
Please provide the city.
Type Optional
Type Optional
Provide your answer below
Trovide your unswer below
Please provide the zip code.
*
Type Optional
Provide your answer below

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Geographic Area(s) Served
In which ward is this site located?
Type Optional
Provide your answer below
In which of the seventy-seven (77) community areas is this site located?
T O
Type Optional
Provide your answer below
Trovide your answer below
Please provide the street number for your site 2 address.
Type Optional
Provide your answer below
Please identify the street direction associated with your site 2 street address.
Type Optional
Type Optional
Circle one from the response values below:
N.
S.
E. W.
Please provide the street name for site 2.
2 10 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Type Optional
Provide your answer below

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Geographic Area(s) Served
Please provide the city for site 2.
Type Optional
Provide your answer below
Please provide the zip code for site 2.
Type Optional
Provide your answer below
In which ward is site 2 located?
Type Optional
Provide your answer below
In which of the seventy-seven (77) community areas is site 2 located?
Type Optional
Provide your answer below
Please provide the street number for your site 3 address.
Type Optional
Provide your answer below

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Geographic Area(s) Served
Please identify the street direction associated with your site 3 street address.
Type Optional
Circle one from the response values below:
N.
S. E.
W.
Please provide the street name for site 3.
Type Optional
Provide your answer below
Please provide the city for site 3.
Trease provide the city for site 5.
Type Optional
Provide your answer below
Please provide the zip code for site 3.
Type Optional
Provide your answer below
In which ward is site 3 located?
Type Optional
VET TETT TO
Provide your answer below

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Geographic Area(s) Served
In which of the seventy-seven (77) community areas is site 3 located?
Type Optional
Provide your answer below
Please provide the street number for your site 4 address.
Type Optional
Provide your answer below
Please identify the street direction associated with your site 4 street address.
Type Optional
Provide your answer below
Please provide the street name for site 4.
Type Optional
Provide your answer below
Please provide the city for site 4.
Type Optional
Provide your answer below

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Geographic Area(s) Served
Please provide the zip code for site 4.
Type Optional
Provide your answer below
In which ward is site 4 located?
Type Optional
Provide your answer below
In which of the seventy-seven (77) community areas is site 4 located?
Type Optional
Provide your answer below
Strength of the Proposed Program
Please provide the title of your proposed program.
Provide your answer below
The Biz Accelerator program requires providers to offer targeted support to small construction firms wanting to build their capacity to become successful City contractors. Please describe, in detail, the
proposed program. Your response should include the activities to be undertaken and/or services to be
provided within a clearly defined timeline.
Provide your answer below

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Strength of the Proposed Program
Please describe the common challenges small construction firms face and how your proposed program will help them overcome these challenges.
Provide your answer below
Trovide your unswer below
Please indicate how you will identify, engage, onboard, and retain 10 small construction firms.
Provide your answer below
Please describe your experience with or ability to conduct meaningful outreach of small BIPOC
construction firms, especially those who are based in underserved communities or consistently employ
those from underserved communities in Chicago.
Provide your answer below
Please describe how you will serve those who are limited English proficient and people with disabilities.
Provide your answer below
Trovide your answer below
Please describe your collaborations or partnerships with local community groups or other entities that support or enhance resources for small construction firms.
Provide your answer below
Organizational Capacity and Monitoring
Organization Cupacity and maintains

The Biz Accelerator program requires intensive management and oversight. What staff position will be responsible for the management and oversight of this program? What are their qualifications and area(s) of

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Organizational Capacity and Monitoring
expertise.
Provide your answer below
Please describe your organization's experience in executing programs similar in scope to the proposed program.
Provide your answer below
Please describe how you will measure the project's performance, collect data and track or verify outcomes? Discuss who will be responsible for monitoring and reporting program progress and their specific qualifications.
Provide your answer below
Please describe how your organization will monitor program expenditures, ensure that appropriate fiscal controls and records are in place, and voucher to the city within the pre-established deadline.
Provide your answer below
Budget Information
What is the requested grant amount?
Value Type Numeric Value only
Provide your answer below
Please provide the total amount (including funding from other sources) that you plan to allocate to this program.

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Using these instructions, please complete and attach the budget forms provided. Provide your answer below City Delegate Agency programs operate under a reimbursement model for eligible expenses. Please describe your financial capacity (cash flow) to expend funds prior to reimbursement. Provide your answer below Please explain why you consider your program costs to be reasonable. Provide your answer below National Objective Narrative Did you read the HUD National Objective Narrative_LMC? Circle one from the response values below: Yes NO City of Chicago Compliance Acknowledgement Do you acknowledge the Compliance with Laws, Statutes, Ordinances and Executive Orders for the City of Chicago? Circle one from the response values below: Yes No Conflict of Interest Did you complete and attach the Conflict of Interest Questionnaire? Circle one from the response values below: Yes No Circle one from the response values below: Yes No	Budget Information
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Do you acknowledge the Compliance with Laws, Statutes, Ordinances and Executive Orders for the City of Chicago? Circle one from the response values below: Yes No Conflict of Interest Did you complete and attach the Conflict of Interest Questionnaire? Circle one from the response values below: Yes	
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Did you complete and attach the Conflict of Interest Questionnaire? Circle one from the response values below: Yes	
Circle one from the response values below: Yes	
Yes	Did you complete and attach the Conflict of Interest Questionnaire?
Yes	
	l ==
	Yes No

Specification Number: 1329261 Type of Funding: FEDERAL Title: DOH Biz Accelerator Program (BAP)

1.4 Attachments

Name	Data Type	Description
ATTACHMENT 01: RFP	File	

1.5 Response Rules

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

Specification Number: 1329261 Type of Funding: FEDERAL
Title: DOH Biz Accelerator Program (BAP)

2 Price Schedule

2.1 Line Information

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

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

2.2 Line Details

2.2.1 Line 1 0005 - Personnel

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

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

2.2.2 Line 2 0044 - Fringe Benefits

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

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

2.2.3 Line 3 0100 - Operating/Technical

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

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

2.2.4 Line 4 0140 - Professional and Technical Services

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

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

Specification Number: 1329261 Type of Funding: FEDERAL

Title: DOH Biz Accelerator Program (BAP)

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2.2.5 Line 5 0200 - Travel

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

Amount (USD)

Estimated Total Not Specified

Minimum Release 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** pping Category **Not Specified** Target Price (USD) **Not Specified**

Shopping Category Not Specified Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

Specification Number: 1329261 Type of Funding: FEDERAL

Title: DOH Biz Accelerator Program (BAP)

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REQUEST FOR PROPOSALS

Biz Accelerator Construction Capacity Building RFP # 56930

RFP ISSUE DATE: AUGUST 20, 2025, 9:00AM CST

PRE-SUBMITTAL DATE: AUGUST 29, 2025, 11:00AM CST

RESPONSES DUE: SEPTEMEBER 17, 2025, 12:00PM CST



Lissette Castañeda, Commissioner
Brandon Johnson, Mayor

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Department of Housing (DOH) - Mission

The mission of Chicago's Department of Housing is to expand access and choice for residents and protect their right to quality homes that are affordable, safe, and healthy.

About the Department of Housing

The Department of Housing is committed to expanding access and choice for residents and protecting their right to quality homes that are affordable, safe, and healthy. DOH prioritizes housing equity for Chicagoans who have been historically marginalized by race, ethnicity, citizenship, ability, sexual orientation, arrest or conviction record, or income. To demonstrate alignment, the selected Service Provider(s) must have a proven track record of providing services to historically marginalized groups and the ability to engage effectively within the communities they serve. More information on our Mission, Vision, and Values is on our website at Chicago.gov/housing.

Program Description

The Department of Housing (DOH) Bureau of Construction and Compliance (CAC) is seeking full-service technical assistance provider(s) to offer targeted support to small construction firms wanting to build their capacity and become successful City contractors. The Service Provider should have at least five (5) years' experience in construction services and project management and be able to support a minimum of 10 small construction firms. Through this program, CAC aims to build the capacity of several small construction companies to increase and diversify the pool of firms participating in Department of Housing and Department of Planning and Development led projects.

Selected organizations will work with the City's Department of Housing to:

- 1. Conduct meaningful outreach to find at least 10 construction companies who wish to build their capacity and become successful City contractors.
- 2. Review company processes and financials to create an assessment report.
- 3. Create, organize, and implement tailored capacity building programs for each participant based off initial assessment report.
- 4. Collect and analyze qualitative and quantitative data throughout the entirety of the program to tailor to specific company needs and determine program success.

Service Providers will be expected to offer on-site, one-on-one training. Service Providers who are interested in responding to this RFP will be responsible for helping small construction businesses with:

- 1. Business Development:
 - a. Office Administration
 - b. Project Scheduling
 - c. Financial Management
 - i. Access to Funding

- ii. Bookkeeping/Accounting
- d. M/WBE Certification (if applicable)
- e. Hiring Skilled Workers
- f. Marketing and Advertising
- 2. Construction Management:
 - a. Estimating and Bidding
 - b. Contract Negotiation and Management
 - c. Adding Trades
 - d. Completing Certified Payrolls

The Service Provider's program must include an application process for small construction businesses to receive these services. The outreach must be meaningful, well-thought out, and reach all 77 communities of Chicago. The selection criteria must be created in a fair and equitable manner. The City's Department of Housing will prioritize small construction companies, especially those who are based in underserved communities or consistently employ those from underserved communities in Chicago.

Eligibility & Program Guidance

To be eligible, respondents must meet all the requirements outlined in this RFP, including the Application Review Criteria immediately following this section. Respondents must be an organization with a proven track record of providing services to small businesses as evidenced by their service delivery model and target populations. Additionally, successful respondents will:

- Have a proven history of providing similar services.
- Have adequate staffing levels to carry out the proposed activities, including any applicable
 program intake, case management services, workshop management, program quality
 assurance, program evaluation and monitoring, and fiscal controls.
- Have adequate systems, internal processes, and procedures outlining:
 - Process Manual for Service Delivery Process and Policy assisting individuals with Limited English Proficient (LEP) and People with Disabilities (PWD).
 - Hiring, Recruitment, and Staff Training Plans by Human Resources or other responsible parties.
 - o Plan for continuity of services should responsible program staff change.
- Have the capacity to coordinate and network with other public or private agencies.
- Can carry out the services under the program within the allotted timeframe of one-year.
- Can work under a reimbursement model.
- Agencies must submit invoices to the City Department of Housing for payment.

Application Review Criteria

All proposals received by the deadline within the program will undergo a technical review to determine whether all required components have been addressed and included. Only complete

proposals will be considered by DOH, and a formal notice of rejection will be provided to the respondents submitting incomplete proposals. DOH reserves the right to waive minor irregularities across all submitted proposals. Minor irregularities include anything within the proposal that does not affect the quality of the proposed services or mandatory requirements. For example, spelling and grammatical errors may be classified as minor irregularities.

Additionally, DOH reserves the right to review the respondents' DOH-performance-related and performance-related concerns in other City Departments and remove from consideration respondents without a proven track record of effective program management.

Applications will be reviewed and scored using an Evaluation Committee comprised of members selected by DOH. Evaluation Committee members may include DOH Staff and those outside of DOH. Evaluation Committee members will be responsible for reviewing applications and supporting documents and any additional information supplied by DOH Staff to score applications based on the selection criteria outlined below.

DOH will then tabulate all Evaluation Committee Scores and review any comments or concerns identified by Evaluation Committee members. Finally, DOH's Assistant Commissioner and Managing Deputy Commissioner will work collaboratively to bring the recommended organization(s) in alignment with DOH's Mission, Vision, Values, goals, and Evaluation Committee scores and comments.

A recommendation for Service Providers will be provided to the Commissioner. Upon review, the Commissioner may reject, deny, or recommend organizations that have applied based on previous performance or area need.

Performance Measures and Reporting Requirements

Service Providers must provide requested data using a city-approved platform or alternate approved method to submit reports. Required reports include sharing qualitative and quantitative data and information DOH will leverage to assess program impact.

At the beginning of their contract period, Service Providers will meet with the assigned DOH staff to set performance goals and discuss expectations for service delivery. Service Providers will be informed of the required reporting structure and must be able to provide data in a dynamic file type or an online platform. Dynamic file types typically include Excel, Word, Adobe, and PowerPoint.

Requested data will include, but is not limited to:

- Total of businesses served (quarterly reporting)
- # Of outreach sessions
- # Of meetings with approved applicants
- Business information from participants
- Business owner demographic information from participants. (Providing such information is voluntary for business owners and not a condition to receive services.)
- Assessment report of participants
- Pre- and post-program surveys

• Lessons learned

Pre-Submittal Conference

A virtual pre-submittal conference will be held on the following date: **August 29, 2025, 11:00AM CST.** Registration is available by clicking <u>here</u>.

The purpose of the pre-submittal event is to clarify the RFP process and the scope of the required services. Attendance is not mandatory, but it is strongly suggested the interested applicants attend.

RFP Due Date

APPLICATION DUE DATE: **September 17, 2025, 12:00 PM CST.** Late submissions will not be accepted.

Selection Criteria

Proposals will be scored based on the following criteria, with 100 points being the maximum score:

election Criteria	Points
Strength of the Proposed Program	40
 Respondent clearly defined the activities to be undertaken, or the services to be provided and have a clearly defined plan and timeline to deliver the services under this RFP. 	
 Respondent provides a well detailed description of how their program will provide services under this RFP to small construction firms and has a thorough understanding of the needs of these firms, their experience, needs and challenges. 	
 Respondent's organization's mission is aligned with the objectives of the program and historical activities undertaken by the organization align with serving historically underutilized businesses in Chicago. 	
 Respondent can engage with the community in a variety of methods, including providing in-person services and community outreach and engagement. 	

 Respondent has documented collaborations or partnership with other public or private agencies that support or enhance resources for small construction firms. 	
 Respondent identifies qualified staff responsible for program support and management, quality assurance, and program evaluation. Qualification and experience are supported by resumes and a staffing plan outlining who will work on the program. Respondent provides a proven track record and evidence of successful past program performance, including success in initiating, maintaining, and completing a similar program. Respondent has sufficient capacity and/or staff assigned to the proposed program and can work within the schedule outlined in this RFP. 	35
 Respondents proposed budget is complete and supports the proposed scope of work or work plan. Overall, respondent is fiscally sound, as evidenced by the financial history and record of the organization, as well as audited financial statements (or the equivalent) from the current fiscal year. Submission of Budget forms 	10
 Respondent completed the application in an accurate manner, answering all questions with sufficient detail to demonstrate knowledge and capacity to carry out the proposed program. Respondent submits all necessary information and or documentation. Respondents' information and or documentation submitted with their application is clear and relevant to the proposed program. 	15
Total Points:	100

Required Documentation: As part of the RFP submission process, the following documentation must be uploaded in the Administrative Section and labeled accordingly.

- 1. Liability Insurance
- 2. Board Member Identification
- 3. IRS Determination Letter
- 4. SAM Certificate
- 5. Certificate of Good Standing
- 6. Bylaws and Articles of Incorporation
- 7. Financial Statement
- 8. Organizational Chart
- 9. Up-to-date Resumes
- 10. Budget Forms
- 11. Conflict of Interest Questionnaire
- 12. Quality Assurance or Control procedures, if applicable.

Program Funding

It is anticipated that funding will come from the Community Development Block Grant (CDBG) Program. Payments under this Contract are by reimbursement only. Advance payments are not eligible under this RFP. Funding for each contract executed under this RFP is subject to the availability of funds and their appropriation by the City Council of the City, State and/or Federal authorities, if applicable. No payments will be made or due to you under the terms of any contract executed under this RFP, beyond those amounts appropriated and budgeted by the City to fund payments under the terms of such contract. The City's obligations under such contract shall cease immediately, without penalty or further payment being required, if the City Council of the City, the Illinois General Assembly and/or federal funding source(s) fails to make an appropriation sufficient to fund terms of such contract.

Proposed Contract Term

The anticipated initial contract period will be **January 1, 2026, through December 31, 2028,** with up to two extensions, each not to exceed one year, at the discretion of the City's Department of Housing based on the availability of funds, the need to extend services, and the respondent's performance.

The anticipated contract award is \$200,000.

Program Contact

Questions regarding the RFP should be directed to:

Zacharia McKee
Department of Housing Construction and Compliance

Basis of Award

DOH reserves the right to consider additional factors in the selection of Respondents to ensure Program-level needs are met, including prioritizing organizations whose proposals demonstrate they have a strong track record serving people marginalized by race, ethnicity, citizenship, ability, sexual orientation, arrest or conviction record, or income. DOH may also factor in the organization's geographic location to ensure residents in all the City's wards can be provided services under the Program.

The selection of the Awardee[s] will not be final until the City and the selected Respondent[s] have fully negotiated and executed a contract agreement. The City assumes no liability for costs incurred in responding to this RFP or for costs by the Respondent chosen in anticipation of a fully executed contract agreement. Receipt of a final application does not commit the City to award a contract to pay any costs incurred in preparing an application. Furthermore, Respondents' history of prior executed contracts or agreements with DOH is not a guarantee of continued funding of contracts under this RFP.

Cancellation

The City reserves the right, at any time and in its sole and absolute discretion, to reject any or all submissions, or to withdraw the RFP without notice. In no event shall the City be liable to respondents for any cost or damages incurred by respondents, team members, consultants, or other interested parties in connection with the RFP process, including but not limited to any and all costs of preparing the preliminary cost budget, architectural drawings and renderings or other submitted materials, and participation in any conferences, oral presentations, or negotiations.

The e-Procurement System

Proposals must be submitted via the online application. Emailed or faxed proposals will not be accepted. To complete an application for this RFP, applicants must have an account in the eProcurement/iSupplier system. 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. • New Vendors must register at www.cityofchicago.org/eProcurement. Registration in iSupplier is the first step to ensuring your agency's ability to conduct business with the City of Chicago. Please allow five to seven days for your registration to be processed. • Existing Vendors – Must request an iSupplier invitation via email. Include your complete Company Name and City

of Chicago Vendor/Supplier Number (found on the front page of your contract) in your email to customersupport@cityofchicago.org. You will then receive a response from DPS so you can complete the registration process. Please check your junk email folder if you have made a request and not heard back as many agencies have reported responses going their junk folder.

To receive training about all aspects of the eProcurement system, follow the link below. Training will cover eProcurement functions such as iSupplier registration and overview, responding to RFPs, creating invoices and reviewing / tracking payments. Online training materials and videos can be found at: https://www.cityofchicago.org/city/en/depts/dps/isupplier/online-training-materials.html. Respondents may also e-mail CustomerSupport@cityofchicago.org to receive more specific advice and troubleshooting.

Insurance Requirements

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

A. INSURANCE REQUIRED FROM CONTRACTOR

1) Workers' Compensation and Employer's Liability (Primary and Umbrella)

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

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

2) Commercial General Liability

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work

performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contactor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

3) Automobile Liability

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Contractor. Limits of not less than \$1,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted.

The Contractor 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) Umbrella or Excess

Umbrella or Excess Liability Insurance must be maintained with limits of not less than \$5,000,000 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 the right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and Excess/Umbrella policies to satisfy the limits of liability required under Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

Insurance coverages that begin with "when," "if," or "where," are considered conditional, and it is the Contractor's responsibility to obtain the applicable coverage when performing such work, service, or operation as described in the conditional coverage paragraph(s). If it is determined that conditional coverage is not initially applicable, it is the Contractor's continuing responsibility to update the insurance coverage as needed. If at any time, the Contractor or City determines that a conditional coverage is applicable, the Contractor shall not perform the work, service, or operation in connection with the contract until evidence of all applicable insurance coverage is provided to the City.

5) **Professional Liability (when applicable)**

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 \$2,000,000 per claim. 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 under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

NR

6) Cyber Liability and Tech E & O Insurance (when applicable)

If any personal identifiable information, personal identifiable credit information, or protected health information is collected and maintained by Contractor; Cyber Liability must be maintained with limits of not less than \$5,000,000 for cyber incident and coverage must include the following:

 Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of City of Chicago data, whether by Vendor or any subcontractor or cloud service provider used by Vendor;

- Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals;
- Expenses related to regulatory compliance, government investigations, fines, fees, assessments, and penalties where insurable by law;
- Liability for technological products and services provided by or created by Vendor, including intellectual property infringement or misappropriation.
- Liability for professional services provided by Vendor;
- PCI fines, fees, penalties, and assessments;
- · Cyber extortion payment and response costs;
- First and Third-Party Business Interruption Loss resulting from a network security failure or system failure;
- · Costs of restoring, updating, or replacing data; and
- Liability losses connected to network security, privacy, and media liability.

The City must be named as an additional insured. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, selfinsured retentions and deductibles must be provided upon request. The certificate must confirm the required coverages in the 'Additional Comments' section or Contractor must provide a copy of the declarations page confirming the details of the cyber insurance policy. Contractor will be responsible for all deductibles, self-insured retentions or waiting period requirements. Contractor shall provide any coverage sublimits under the policy. In the event Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Chicago shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available. If the Cyber Liability and Tech E&O policy is written on a claims-made basis, the retroactive date should be prior to the commencement of this agreement/addendum. If the policy is written on a claims-made basis and non-renewed at any time during and up until the completion of the project or services, Contractor shall maintain coverage that meets these requirements for a period of not less than three years from the date of completion of the project or services with a retroactive date prior to the commencement of the project or services or shall purchase an Extended Reporting Period for at least a three year period. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VIII.

7) Valuable Papers (when applicable)

When any plans, designs, drawings, specifications, media, data, records, reports, and other documents are produced or used under this Agreement, Valuable Papers Insurance must be

maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the re-creation and reconstruction of such records.

8) Blanket Crime (when applicable)

When applicable, Contractor must maintain Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor at any given time under this Agreement.

9) Garage Liability (when applicable)

Where the business operations entail automobile or truck garages, Commercial Garage Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate/accident for Garage Operations – Covered Autos, Garage Operations – Other than Covered Auto and Personal Injury for bodily injury and property damage liability. Coverage must include but not be limited to the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability must be included. Coverage extensions must include Garage Keepers Legal Liability for limits of a minimum of \$250,000 on a Primary basis for Comprehensive and Collision coverages.

The City must be provided with an additional insured status with respect to liability arising out of Contractor'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 Contractor's acts or omissions, whether such liability is attributable to the Contractor 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. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor 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. The Contractor is responsible for all loss

or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Contractor.

10) **Property (when applicable)**

Contractor is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

11) Builders Risk (when applicable)

When Contractor undertakes any construction, including improvements, betterments, and/or repairs to real property, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery, and fixtures that are or will be part of the project. Coverage(s) must include but are not limited to, the following: material stored off-site and in-transit, collapse, water including leakage, overflow, sewer backup or seepage, debris removal, landscaping and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

B. Additional Requirements

Evidence of Insurance. Contractor must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any COI 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 COI 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 Contractor, 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. Contractor 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 the Contractor 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 Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Consistent with State law, Contractor 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. See 215 ILCS 5/143.16 and 143.17(a). A copy of the physical endorsements must accompany the Certificate of Insurance for General Liability, Automobile Liability and Workers Compensation in order to comply with the insurance requirements.

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

<u>Waiver of Subrogation.</u> Contractor hereby waives its rights and its insurer(s)' rights of, 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. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City receives a waiver of subrogation endorsement for Contractor's insurer(s).

<u>Contractors Insurance Primary.</u> All insurance required of Contractor under this Agreement shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

<u>Acceptability of Insurers.</u> Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A-, Class VIII, unless otherwise approved by the City.

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

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

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

<u>Joint Venture or Limited Liability Company.</u> If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation, Employers Liability and Professional Liability Insurance, and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. The Contractor is responsible for ensuring that each Subcontractor has named the City of Chicago as an additional insured where required, as well as specifically naming the City of Chicago as an additional insured on any endorsement form at least as broad and acceptable to the City. The Contractor 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, the Contractor must provide to the City Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

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

myCOI

Respondent, if selected, shall register with the City's online insurance certificate portal using the designated email registration link provided at registration@myCOItracking.com and as specified in Exhibit 1. Respondent shall provide a current and valid email address for both the contractor and the contractor's insurance agent or provider, as described in further detail in Exhibit 1. The

Selected Respondent is responsible for ensuring the submission of a certificate of insurance (COI) through the City's online insurance certificate portal prior to award of a contract.

A Respondent selected for contract negotiation and award who fails to fulfill the requirement to register and submit a COI through the City's online insurance certificate portal may be deemed nonresponsive and the City may choose to instead engage a different Respondent for contract negotiation. If a Respondent is unable to register and submit the COI through the City's online insurance certificate portal and instead submits a printed insurance certificate prior to contract award, the City may accept a paper COI provided that written justification is provided explaining the Respondent's good faith efforts to comply with the terms of this section and the reasons why the submission could not be completed. Instructions for registering and submitting COIs are available at the following URL: http://www.cityofchicago.org/COI

Compliance with Laws, Statutes, Regulations, Ordinances, and Executive Orders

The contract agreements will not be final until the City and the Respondent have fully negotiated and executed an agreement. All payments under a contract 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 Respondent in anticipation of a contract agreement. Here is a partial list of laws, statutes, and ordinance that The Awardees will be required to comply with under the contract 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 Program shall have any personal interest, direct or indirect, in the contract 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 contract 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 contract agreement no person having any such interest shall be employed.
- 2. **Governmental Ethics Ordinance, Chapter 2-156**: All Respondents shall agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 of the Municipal Code of Chicago ("Municipal Code") which includes the following provisions: a) a representation by the Respondent that he/she has not procured the contract agreement in violation of this order; and b) a provision that any contract agreement which the Respondent has negotiated, entered into, or performed in violation of any of the provisions of the

- Governmental Ethics Ordinance, Chapter 2-156 of the Municipal Code shall be voidable by the City.
- 3. **Drug-free Workplace**: 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 (10) days after such conviction.
- 4. Business Relationships with Elected Officials: Pursuant to Section 2-156-030(b) of the 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) of the Municipal Code by any elected official with respect to the contract agreement shall be grounds for termination of the contract agreement. The term "business relationship" is defined as set forth in Section 2-156-080 of the Municipal Code.
 - a. Section 2-156-080 of the Municipal Code 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 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 and City laws, regulations, ordinances, policies, procedures, rules, executive orders and requirements, including, but not limited to: 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 (65 ILCS 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 contract award, Respondents are required to (a) execute the Economic Disclosure Statement and Affidavit and (b) indemnify the City as described in the contract agreement between the City and the Awardee.
- 7. **Prohibition on Certain Contributions, Mayoral Executive Order 2011-4**: Neither the Awardee nor any person or entity who directly or indirectly has an ownership or beneficial interest in the Awardee of more than 7.5% (Owners), spouses and domestic partners of such Owners, the Awardee's contractors, sub-contractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any contractor or sub-contractor of more than 7.5% (Sub-owners) and spouses and domestic partners of such Sub- owners (the Awardee and all the other preceding classes of persons and entities are together, the "Identified"), shall make a contribution of any amount to the Mayor of the City ("Mayor") or to the Mayor's political fundraising committee during (i) the bid or other solicitation process for the contract agreement or Other Contract (as defined below), including while the contract agreement or Other Contract is executory, (ii) the term of the contract agreement or any Other Contract between City and the Awardee, and/or (iii) any period in which an extension of the contract agreement or Other Contract with the City is being sought or negotiated.
 - a. The Awardee shall 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 the Awardee or the date the Awardee approached the City, as applicable, regarding the formulation of the contract agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.
 - b. The Awardee shall not: (a) coerce, compel or intimidate the Awardee's employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse the Awardee's 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 contract agreement, and under any Other Contract for which no opportunity to cure will be contracted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under the contract agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein. If the Awardee violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the contract agreement resulting from this specification, the DOH Commissioner may reject the Respondent's response to the RFP. For purposes of this provision:
 - i. "Other Contract" means any agreement entered into between the Awardee 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 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. The Awardee shall be aware that City policy prohibits City employees from directing any individual to apply for a position with the Awardee, either as an

employee or as a sub-contractor, and from directing the Awardee to hire an individual as an employee or as a sub-contractor. Accordingly, the Awardee must follow the Awardee's own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Awardee under the contract agreement are employees or sub-contractors of the Awardee, not employees of the City. The contract 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 the Awardee.

- c. The Awardee will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under the contract agreement, or offer employment to any individual to provide services under the contract 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 contract 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 the Awardee by a City employee or City official in violation of paragraph (b) above or advocating a violation of paragraph (c) above, the Awardee 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 to the head of DOH. The Awardee will also cooperate with any inquiries by IGO Hiring Oversight related to the contract agreement.

Exhibit 1

Registration and Submittal of Certificate of Insurance through myCOI

You will receive a registration e-mail from registration@myCOItracking.com. Please follow the instructions in the e-mail to complete your registration with myCOI. Outlined within this exhibit are step by step instructions on how to register.

Contractor's organizational contact for this contract and insurance related matters as well as your insurance agent's contact information will be needed for registration.

You do not need to provide a certificate of insurance during your registration; myCOI will work with your agent using the information provided during registration to obtain the certificate of insurance directly from your agent.

Once the certificate of insurance is submitted by your agent and is approved for compliance by myCOI notification will be provided.

Please add the following e-mail addresses to your safe sender list to ensure you receive all e-mail communication from myCOI: registration@myCOItracking.com, certificaterequest@myCOIsolution.com

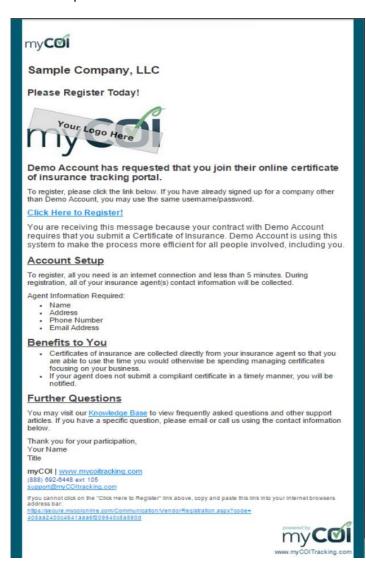
If you have any questions, please contact myCOI directly at 317-759-9426, Ext. 105 or via e-mail at support@myCOItracking.com.



The Vendor Registration Process

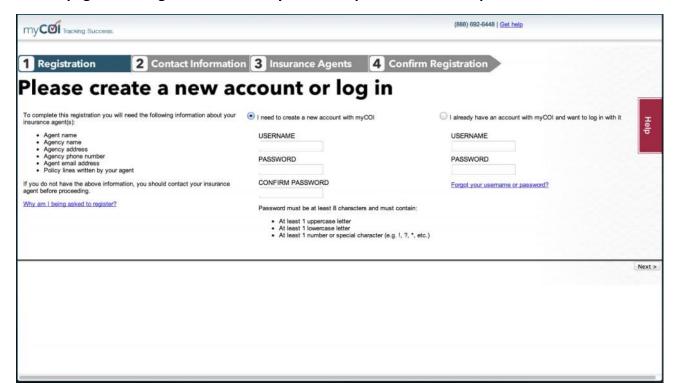
myCOI's vendor registration takes approximately five minutes to complete. You, as the vendor, will set-up your sign- in information and provide some basic contact information for your insurance agent.

From here, you will not be contacted by myCOI unless your insurance agent is not responsive to our requests. This five minute registration process is intended to replace the hours of frustration vendors can experience when they are placed in the middle of communications between their insurance agent and a compliance administrator.

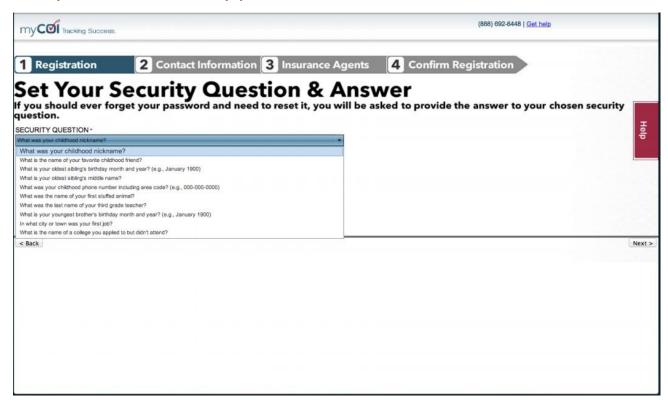


The process begins with you receiving a registration invitation from myCOI. Selecting the "Click Here to Register" link will begin take you directly to the registration page.

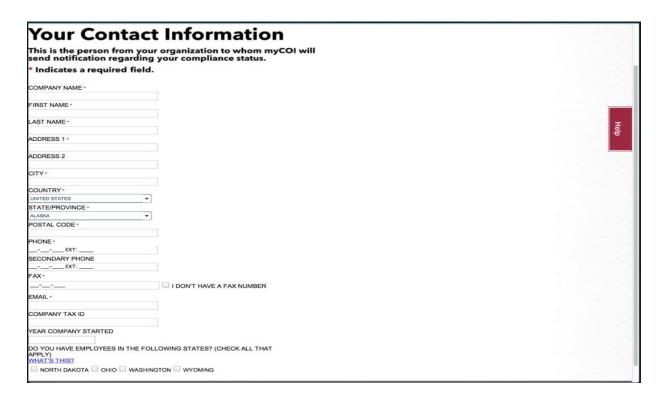
The first page of the registration will ask you to set up a user name and password.



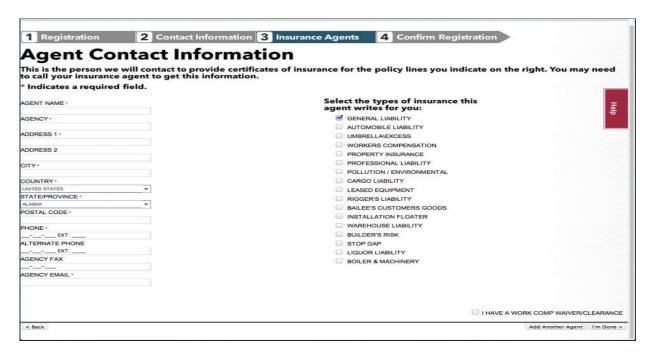
Next, you will then set a security question.



The next part of the registration will ask you to review and confirm that the contact information myCOI has on file is correct. If the information is incorrect, you will revise the information on this screen before moving forward.



Next you will be asked to add your insurance agent contact information and select the policy lines the insurance agent writes for you. If you have multiple insurance agents, there is an "add another agent" button located at the bottom of the screen.



Once you are finished adding your insurance agent(s), click the "I'm Done" button.

Including the agent's correct <u>email address</u> and selecting the correct <u>types of insurance</u> the agent writes is critical to myCOI's success in obtaining the necessary insurance documents.

On the next screen, you will be able to confirm the information you entered for your insurance agent(s). You are able to go back and revise the information if needed. Once you have confirmed that all insurance agents have been added and all data is correct, click the "Next" button.



This completes the myCOI registration process! The myCOI system will automatically reach out to your insurance agent(s), using the email address you provided during registration,

to obtain a copy of the certificate of insurance and any other necessary insurance related documents.



