

Delegate Agency Solicitation #9724,1 (RFP)

CDGA DOH Small Accessible Repair for Seniors (SARFS)

Specification Number:1278823

Required for use by: DEPARTMENT OF HOUSING

Bid/Proposal Submittal Date and Time: 12:00 PM Central Time, 04-OCT-2023

Deadline for Questions: Buyer: BUDNIK, ALESSANDRA Email Address: Alessandra.Budnik@cityofchicago.org Phone Number: 3127444773 Pre-Solicitation Conference Date and Time: 11:00 AM Central Time, 14-SEP-2023 Pre-Solicitation Conference Location: https://us02web.zoom.us/j/81584554707?pwd=aWNOdE5xTnpmMEF3ejhsZ3F0L0NNUT09 Passcode:0044551 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

James R. Horan Acting Commissioner

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1 Header Information

1.1 General Information

TitleCDGA DOH Small Accessible Repair for Seniors (SARFS)DescriptionCDGA DOH Small Accessible Repair for Seniors (SARFS)Amendment Date26-SEP-2023 10:32:58AmendmentThe purpose of this amendment is to extend the supplier response dueDescriptiondate to 12pm on Wednesday, October 4, 2023.

	26-SEP-2023 10:32:59	-	26-SEP-2023 10:32:59
Close Date	12:00 PM Central Time, 04-OCT-2023	Award Date	Not Specified
Time Zone	Central Time	Buyer	BUDNIK, ALESSANDRA
Quote Style	Blind	•	Alessandra.Budnik@cityofch
Event	Delegate Agency	Outcome	icago.org Delegate Agency Blanket Agreement

1.2 Terms

Effective Start Date Ship-To Address	Not Specified 021-2561 REPAIRS FOR SENIORS 121 N LASALLE ST Chicago, IL 60602 United States	Effective End Date Bill-To Address	Not Specified 021-2561 REPAIRS FOR SENIORS 121 N LASALLE ST Chicago, IL 60602 United States
Payment Terms FOB Currency Total Agreement Amount (USD)	IMMEDIATE USD (US Dollar)	Carrier Freight Terms Price Precision Minimum Release Amount (USD)	Any

1.3 Requirements

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

Contact
E-mail Address
Provide your answer below
riovide your answer below
Contact Type
Des 11. e e e e e e la la
Provide your answer below
Organization Information
Legal Organization Name
Provide your answer below
Address
Provide your answer below
City
Provide your answer below
State
Provide your answer below

Organization Information
Zip
Provide your answer below
County
Provide your answer below
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 below
Head of Agency Name
Provide your answer below

Organization Information
Head of Agency Title
Provide your answer below
Head of Agency Contact Telephone
Provide your answer below
Head of Agency E-mail Contact
Provide your answer below
Website Address
Provide your answer below
Year Org. Established
Tear Org. Established
Provide your answer below
Did you attach the following in your Admin. section and label them accordingly? *Liability
Insurance*Board Member Identification*IRS Determination Letter*SAM Certificate*Certificate of Good
Standing*Bylaws and Articles of Incorporation*Financial Statement*Organizational Chart*Up-to-date Resumes*Quality Assurance or Control Procedures, if applicable*Sub-contractor agreements, if applicable
Resultes Quarty resourance of control Procedures, in applicable Sub-contractor agreements, if applicable
Circle one from the response values below:

Organization Information

Yes No

Organization Overview

What is your organization's mission statement, and how does it align with the Department of Housing's Mission, Vision, and Values?

Provide your answer below

How does your organization prioritize housing equity for Chicagoans marginalized by race, ethnicity, immigration status, ability, sexual orientation, gender identity, arrest or conviction record, or income?

Provide your answer below

How does your organization recruit and retain diverse staff who represent the clients they serve, including, but not limited to, those who have diverse racial and ethinic identities, abilities, sexual orientation, gender identity, and arrrest or conviction records?

Provide your answer below

What are the in-house services or programs provided by the agency? Please include the years the aency has been providing these services, the current demographics of the people receiving services, the geographic location(s) of the services or programs, and a summary of how these services or programs have benefited the community and people.

Provide your answer below

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

Organization Overview
Please describe how your organization incorporates equity inclusion in your approach to service delivery. Please include relevant details of any cultural competency, trauma-informed, equity, justice, or inclusion training staff have completed and how that training informs your organizational approach.
Provide your answer below
Please attach your agency's organizational chart. The organization chart must include all staff positions working on or connected to the proprosed program, including administrative and executive staff. Include the titles, overall years of experience in housing, social services, or equity-related work, and current annual salary.
Provide your answer below
Auditing Requirements
What is your agency's fiscal year? For example, January 1, 2023 through December 31, 2023.
Provide your answer below
When do you intend to conduct an audit of this contract?
Provide your answer below
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 2024?
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.

Auditing Requirements
Type Optional
Provide 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, the cadence, and the protocol for any internal multiplecause of monitoring. Four organization may upload your Quality Assurance or Quality Control procedures.
organization may aproad your Quanty Assurance of Quanty Control procedures.
Provide your answer below
Tronde your answer berow
Diagon deprike how your enconization will monitor program expanditures and encours enconrists fiscal
Please desribe how your organization will monitor program expenditures and ensure appropriate fiscal controls and records are in place.
controls and records are in place.
Provide your answer below
Trovide your answer below
Additional Locations
Does your organization have additional locations outside of the legal address?
boos your organization nave additional robations outside of the regar address.
Circle one from the response values below:
Yes
No
Geographic Area(s) Served
Please provide the street number for your site 1 address.
Type Optional
Provide your answer below
Please identify the street direction associated with your site street address.
Type Optional
ALL LL L
Provide your answer below
Specification Number: 1278823

Geographic Area(s) Served
Please provide the street name.
The Continue I
Type Optional
Provide your answer below
Please provide the city.
Type Optional
Provide your answer below
Diago provido the zin code
Please provide the zip code.
Type Optional
Provide your answer below
In which ward is this site located?
Type Optional
Drouida your answer halow
Provide your answer below
In which of the seventy-seven (77) community areas is this site located?
Provide your answer below

Geographic Area(s) Served
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
Circle one from the response values below:
N. S.
E.
W.
Please provide the street name for site 2.
Type Optional
Provide your answer below
Please provide the city for site 2.
Type Optional
Provide your answer below
Please provide the zip code for site 2.
r lease provide the zip code for site 2.
Type Optional
Provide your answer below

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

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

Geographic Area(s) Served
Please provide the street name for site 4.
Provide your answer below
Please provide the city for site 4.
Thease provide the enty for she 4.
Provide your answer below
Please provide the zip code for site 4.
Provide your answer below
In which ward is site 4 located?
In which ward is site 4 located?
Provide your answer below
In which of the seventy-seven (77) community areas is site 4 located?
Dravida your answer halaw
Provide your answer below
Service Provision
The Small Accessible Repair for Seniors (SARFS) program requires organizations to ensure all clients
meet eligibility criteria set by the Department of Housing. What is your organization's case management
process, including the cadence of communication and client management system used, and how does your
organization verify eligibility and maintain client files? How does your organization ensure the
information and documents collected from the client are correct? If you leverage a sub-contractor for case
management, how do you monitor their work?

Service Provision

Provide your answer below

The SARFS program requires licensed professionals to complete repairs under the program. Under the proposed program, will your organization use in-house licensed construction staff or enter a sub-contractor agreement with licensed construction workers? How does your organization monitor and ensure the work of licensed construction workers, whether in-house or sub-contractors, complies with City standards? For organizations using sub-contractors, please include how you vet sub-contractors. If available, attach current sub-contractor agreements.

.....

Provide your answer below

The SARFS program requires organizations to have experience managing a repair program assisting homeowners of one-to-four units; please describe your organization's experience working a repair program. What type of repairs were done, what communities received services, how many people were serviced in the last 12 months, and what were the outcomes? Your organization may describe one or more repair programs.

Provide your answer below

The SARFS program is funded by the Community Development Block Grant (CDBG). Please describe your organization's previous experience managing a program funded by CDBG. If your organization has not executed a program funded by CDBG, pelase describe your experience working with government-funded programs.

Provide your answer below

Strength of the Proposed Program (Program Summary)

Please provide the title of your proposed program.

Provide your answer below

.....

Strength of the Proposed Program (Program Summary)

Please provide the SARFS Program Option your organization is responding to.

.....

Provide your answer below

Please describe the proposed program. The narrative should include the needs and issues addressed as well as the populations or communities that will be served and benefit from the proposed program. In addition, include what data, quantitative or qualitative, your organization uses to understand the community's needs. Describe the work to be completed in detail, including all the activities undertaken within the program, the expected goals and outcomes, the duration of the activities, and the years of experience your agency has had delivering a similar program.

Provide your answer below

Please describe how the proposed program addresses a need or issue for Chicagoans marginalized by race, ethnicity, immigration status, ability, sexual orientation, gender identity, arrest or conviction record, or income. If the proposed program has been in operation for over 12 months, include the program outcomes for the past 12 months.

Provide your answer below

Please explain any barriers or challenges People with Disabilities or Limited-English Proficient individuals may face when receiving services under the proposed program. If there are no barriers or challenges, please describe your organization's policies and procedures contributing to having People with Disabilities and Limited-English Proficient individuals receive services under the proposed program.

.....

Provide your answer below

Please attach up-to-date resumes for the staff members working on or connected to the proposed program, including administrative and executive staff. For agencies leveraging sub-contractors, attach the list of the sub-contractor's business name, business address, business phone number, and the number of years your organization has worked with the sub-contractor.

Provide your answer below

Strength of the Proposed Program (Program Summary)

Organizational Capacity

Please describe the number of staff members working on the SARFS program, the estimated percentage of time they will spend on SARFS-related work, and the anticipated number of construction workers, whether in-house or sub-contracted, that will assist with repairs. In addition, include the retention rate of employees at your organization.

.....

Provide your answer below

The SARFS program requires meticulous record keeping and case management. This includes on-time data entry into the City-specified case management system, frequent submission of necessary forms as cases advance, firm deadlines, and updating required tracking sheets set by the City. How will your organization ensre sufficient staff is assigned to the SARFS program to complete the necessary case management and repairs.

Provide your answer below

The SARFS program functions on a reimbursement basis, contingent upon the steps completed in the order required. This includes having the Environmental Clearance before any repairs start and a lead clearance certification at the end of the work completed. Does our organization have the capacity to operate under this framework and meet the required program and financial deadlines, including the deadline for vouchering set by the City?

Provide your answer below

The SARFS program is a minor-repair program that can provide up to \$15,000 in assistance. Under this program, any other repair outside of the program's scope or above the limit is not eligible to be charged under SARFS. However, organizations can fund additional repairs at no extra cost to the City. Can your organization fund repairs outside the SARFS scope or above the SARFS limit? If yes, please elaborate on how your organization can provide additional assistance.

Provide your answer below

Organizational Capacity

Please describe who at your organization will be responsible for program management, quality assurance, reporting, and evaluation. Include how this person or persons ensures that the work being performed by the organization meets all local, state, and federal standards. Also, describe your organization's internal process to complete reports and quality assurance measures to ensure reports submitted to the City are accurate and timely. Please review the details of the RFP which lists the applicable local, state, and federal standards.

Provide your answer below

Program Quality and Impact

Please describe how your organization collaborates with other public or private agencies that support or enhance resources for Chicagoans marginalized by race, ethnicity, immigration status, ability, sexual orientation, gender identity, arrest or conviction record, or income.

.....

Provide your answer below

Please describe how funding this proposed program either: 1) expands access and choice for residents, 2) protects residents' rights to quality homes that are affordable, safe, and healthy, 3) prioritizes housing equity for chicagoans marginalized by the criteria above, 4) is centered around social justice and collaborative decision-making.

Provide your answer below

Please describe how your organization reaches clients or the public, enrolls them in your program, and retains them iin the program. Provide an estimate of the number of clients served, and describe the anticipated demographics, including age, gender, ethnicity, income level, communities and other data necessary.

.....

Provide your answer below

Using these instructions, please complete and attach the Work Program Form provided.

.....

Provide your answer below

Program Quality and Impact Reasonable Cost, Budget Justification and Leverage of Funds **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. Provide your answer below 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 eiligible expenses. Please describe your financial capacity (cash flow) to expend funds prior to reimbursement. Provide your answer below Please describe your plans to use other funding on this program. In this section, only describe funds that are secured. Provide the sources of funds, amount of funds, timeframe for receiving funds, and how these funds will be used. Provide your answer below

Reasonable Cost, Budget Justification and Leverage of Funds

Please describe your plans to seek new funding to supplement City funding. Describe the sources you will apply, the amounts sought and the proposed use of those funds.

Provide your answer below

Please describe your donated goods and services. Estimate the value of these services and describe how you arrived at these amounts.

Provide your answer below

Please explain why you consider your program costs, including cost per unit, to be reasonable.

Provide your answer below

Under the SARFS program, only cases that follow the local, state, and federal requirements are eligible to be reimbursed. Is your organization able to absorb the cost in the event the required procedures were not followed, an environmental clearance is not obtained prior to the start of work, lead test continues to fail, or a client was approved by the agency erroneously and did not meet CDBG eligibility requirements?

.....

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?

City of Chicago Compliance Acknowledgement
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

1.4 Attachments

Name	Data Type	Description
ATTACHMENT 01: RFP	File	

1.5 Response Rules

Solicitation is restricted to invited suppliers

Suppliers are allowed to respond to selected lines Х

Χ Suppliers are allowed to provide multiple responses

Buyer may close the solicitation before the Close Date

Buyer may manually extend the solicitation while it is open

2 Price Schedule

2.1 Line Information

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

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

2.2 Line Details

2.2.1 Line 1 0005 - Personnel

	mer		
Category Shopping Category Minimum Release Amount (USD) Estimated Total Amount (USD)	Not Specified	Start Price (USD) Target Price (USD)	
2.2.2 Line 2 0044 - Fringe	e Benefits		
Category Shopping Category Minimum Release Amount (USD) Estimated Total Amount (USD)	Not Specified	Start Price (USD) Target Price (USD)	-
2.2.3 Line 3 0100 - Opera	ting/Technical		
Category	94855.DA.	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

Start Price (USD) Not Specified

Target Price (USD) Not Specified

2.2.4 Line 4 0140 - Professional and Technical Services

Category94855.DA.Shopping CategoryNot SpecifiedMinimum ReleaseNot SpecifiedAmount (USD)StatementEstimated TotalNot SpecifiedAmount (USD)Statement

2.2.5 Line 5 0200 - Travel Category **94855.DA**. Start Price (USD) Not Specified Shopping Category Not Specified Target Price (USD) Not Specified Minimum Release Not Specified Amount (USD) Estimated Total Not Specified Amount (USD) 2.2.6 Line 6 0300 - Materials and Supplies Category 94855.DA. Start Price (USD) Not Specified Shopping Category Not Specified Target Price (USD) Not Specified Minimum Release Not Specified Amount (USD) Estimated Total Not Specified Amount (USD) 2.2.7 Line 7 0400 - Equipment Category 94855.DA. Start Price (USD) Not Specified Shopping Category Not Specified Target Price (USD) Not Specified Minimum Release Not Specified Amount (USD) Estimated Total Not Specified Amount (USD) 2.2.8 Line 8 0801 - Indirect Category 94855.DA. Start Price (USD) Not Specified Shopping Category Not Specified Target Price (USD) Not Specified Minimum Release Not Specified Amount (USD) Estimated Total Not Specified Amount (USD) 2.2.9 Line 9 0999 - Other Category 94855.DA. Start Price (USD) Not Specified

Target Price (USD) Not Specified

Shopping Category Not Specified

Minimum Release Not Specified

Estimated Total Not Specified

Amount (USD)

Amount (USD)

CITY OF CHICAGO



COMMUNITY DEVELOPMENT GRANT APPLICATION (CDGA) FOR Small Accessible Repairs for Seniors (SARFS) RFQ# 9724

Issued by:

City of Chicago Department of Housing

Applications Must Be Submitted Via eProcurement Online: <u>http://www.cityofchicago.org/eprocurement</u>

PAPER APPLICATIONS WILL NOT BE ACCEPTED

Questions concerning the RFP should be directed to:

Whitney Houston, Project Coordinator Department of Housing 121 N. LaSalle Street, Room 1006 Chicago, IL 60602 DOHCommunityPrograms@cityofchicago.org

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 historically marginalized by race, ethnicity, immigration status, ability, sexual orientation, gender identity, arrest or conviction record, or income. More information on our Mission, Vision, and Values is on our website at <u>Chicago.gov/housing</u>.

PROGRAM DESCRIPTION:

The Department of Housing is seeking to fund one or more nonprofit delegate agencies to provide minor rehabilitation and maintenance services to Senior homeowners in Chicago via the Small Accessible Repair for Seniors (SARFS) program. A delegate agency is a subgrantee selected by the City of Chicago through a competitive bid process to provide services under a program. Under the SARFS program, a selected delegate agency is contracted to complete case management and construction services for seniors.

The SARFS program provides services to all 77 communities of Chicago, and all delegate agencies must be able to travel to all 77 communities to complete repairs. All work performed must adhere to the Uniform Federal Accessibility Standards (UFAS) in accordance with the Architectural Barriers Act, 42 U.S.C. 4151-4157 and comply with the City of Chicago's Department of Building (DOB) Code, Illinois Code and any other applicable codes and standards. Additionally, the delegate agency will be responsible for ensuring that all work is to be performed and completed by licensed professionals who are skilled in the eligible repair activity or activities being conducted.

The primary functions of the SARFS program will be to:

- 1. **Promote Independent Living:** Provide accessibility, safety, and security through upgrades such as grab bars, and other needed repairs that promote independent living.
- 2. **Supply security devices:** Provide devices, such as fire extinguishers, smoke and carbon monoxide detectors, security devices, and others.
 - a. Security devices must be used for security purposes (e.g., dead bolt locks, sprinkler systems, security doors, replacement of malfunctioning doors)

<u>HUD's CPD-16-02</u> Notice Provides Guidance on Maintenance and Rehabilitation Examples. Both activities are allowed under the SARFS Program and under CDBG Eligible Costs, however, the level of environmental review required will vary by project.

Repair Area	HUD-Defined Maintenance Examples	HUD-Defined Rehabilitation Examples
Exterior	Replacing cracked or broken sidewalks	Construction of new walkways
Windows and Doors	Replacing a broken door lock	Replacement of exterior doors
Walls and Ceilings	Patching or fixing holes or cracks in drywall	Installation of new drywall or paneling
Kitchen	Fixing plumbing leaks	Complete or substantial kitchen remodel

Bathroom	Installation of grab bars; replacing	Complete or substantial bathroom		
	a deteriorated toilet	remodel		

SARFS PROGRAM OPTIONS:

A respondent interested in becoming a SARFS delegate agency must apply to one of the SARFS program options listed in this section of the RFP. Each option follows a different structure, and the selected delegate agency is expected to carry out the activities under the proposed structure. Please review the RFP carefully and ensure you note in your organization's application which option your organization will be selecting. The **respondent can only apply to one of the following three options**.

Option One (1): The respondent uses in-house qualified construction staff for repairs and improvements to single-unit properties.

Option Two (2): The respondent contracts with licensed subcontractors for the repairs and improvements for single-unit properties.

Option Three (3): The respondent contracts with either in-house or licensed subcontracts for repairs and improvements to both single-unit and 2–4-unit properties. This option will have a procurement requirement to maintain separate budgets for single-unit and multi-unit work.

CDBG REGULATIONS:

The SARFS Program leverages CDBG funds to carryout maintenance and rehabilitation activities for senior homeowners. This section of the Request for Funding Proposal (RFP) is adapted from <u>HUD's Guide to</u> <u>National Objectives & Eligible Activities for Entitlement Communities.</u>

CDBG Eligible-Costs under SARFS include:

- 1. **Cost** Labor, materials, supplies, and other expenses required for the rehabilitation of property, including repair or replacement of principal fixtures and components of existing structures (e.g., the heating system).
- 2. Security Devices installation costs of sprinkler systems, smoke detectors and dead bolt locks, and other devices for security purposes.
- Conservation Costs required to increase the efficient use of water (e.g., water saving faucets and shower heads) and improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, insulation, and modification or replacement of heating and cooling equipment.
- 4. Water and Sewer Costs of connecting existing residential structures to water distribution lines or local sewer collection lines.
- 5. **Tools** Costs of acquiring tools to be lent to licensed, skilled laborers who will use the tools to carry out rehabilitation.
- 6. **Barrier Removal** Costs to remove material and architectural barriers to restrict the mobility and accessibility of elder and severely disabled persons to buildings and improvements that are eligible for rehabilitation under this category.
- 7. Landscaping, sidewalks, and driveways—The costs of installation or replacement of landscape materials, sidewalks, and driveways <u>when incidental to other rehabilitation of the property</u>.

- 8. **Historic preservation**—This category also authorizes the costs of preserving or restoring properties of historic significance, whether privately- or publicly-owned, except that buildings for the general conduct of government may not be restored or preserved with CDBG assistance.
- 9. Lead-based paint hazard evaluation and reduction—The costs of evaluating and treating leadbased paint may be undertaken under this category whether alone or in conjunction with other rehabilitation.
- 10. Rehabilitation services—Staff costs and related expenses required for outreach efforts for marketing the program, rehabilitation counseling, screening potential applicant households and structures, energy auditing, preparing work specifications, loan underwriting and processing, inspections, and other services related to assisting owners, tenants, contractors, and other entities who are participating or seeking to participate in rehabilitation activities eligible under this category; under the Section 312 of the Housing Act of 1964, as amended; under Section 810 of the Act; or under Section 17 of the United States Housing Act of 1937.

Under CDBG Guidelines, rehabilitation does not include:

- 1. Creation of a secondary housing unit attached to a primary unit.
- 2. Installation of luxury items, such as a swimming pool
- 3. Costs of equipment, furnishings, or other personal property not an integral structural fixture, such as:
 - a. a window air conditioner; or
 - b. a washer or dryer (but a stove or refrigerator is allowed)
- 4. Labor costs for homeowners to rehabilitate their own property.

Under CDBG Guidelines, the following activities are categorically ineligible:

1. Purchase of Equipment

- a. Construction Equipment the purchase of construction equipment with CDBG is ineligible, but compensation of the use of such equipment through leasing, depreciation, or use allowances pursuant to OMB Circulars A-21, A-87, or A-122 as applicable for an otherwise eligible activity is an eligible use of CDBG funds.
- b. Furnishings and Personal Property The purchase of equipment, fixtures, motor vehicles, furnishings, or other personal property not an integral structural fixture is generally ineligible.
- 2. Operating and Maintenance Expenses for public facilities, improvements, and services
- 3. Income Payments a series of subsistence-type grant payments made to an individual or family for items such as food, clothing, housing (rent or mortgage), or utilities, but excludes emergency grant payments made over a period of up to three consecutive months directly to the provider of such items or services on behalf of an individual or family.

SARFS OPERATING PROCEDURES:

Centralized Waiting List: The Department of Housing will maintain a centralized waiting list, containing names and contact information for seniors expressing interest in obtaining services under SARFS. Names on the waiting list will be distributed to the delegate agency for review, scoping and completed required services under SARFS. A SARFS delegate agency is not allowed to maintain their own waiting list for the

SARFS program and will have to process all centralized waiting list inquiries on a first come, first serve basis until all available funds are depleted.

Available Assistance: DOH will provide up to \$15,000 of assistance for eligible repairs and security devices to senior homeowners aged 60 years and older. Under SARFS, the scope of work submitted must not exceed \$15,000 unless the SARFS program staff provides official written approval. All repairs and work performed under the SARFS program must be related to the accessibility and security of the senior homeowner. The selected delegate agency will submit an invoice to the city to request reimbursement for each completed job with the appropriate supporting documents including evidence of client eligibility, client authorization forms, photos, receipts, financial statements, and other documentation. The available assistance is not given to seniors served under the program.

Client Eligibility Criteria: The delegate agency will have to verify and ensure seniors receiving services meet the minimum criteria. Any senior not meeting the following criteria or falling outside the limits of the criteria during their case will forfeit the subsidy.

- Senior resides in the City of Chicago
 - The delegate agency must verify with the Cook County Assessor's Office
- Senior owns their home as their primary and only residence.
 - Senior cannot own or co-own any other home including vacation homes and investment properties.
 - The delegate agency will verify by collecting relevant documents such as mortgage statement and or utility bill.
- Home must be a detached, single-family home, condominium, town home, duplex, or a 2-4-unit multi-family home.
 - If a condominium, must be in a building that is **7 units or less.**
 - For condominiums, work in common areas is not allowed.
- Senior is not in the process of foreclosure or pursuing an option to leave their home.
- Household is at or below 80% of the Area Median Income (AMI)
 - All income must be calculated using 24 CFR § 5.609.
 - AMI is set annually by HUD.
 - If applicable, rental income must be included in the calculation.
- Must not owe any money to the City of Chicago as confirmed via a Scofflaw check. Senior homeowners who are delinquent must:
 - Cure the delinquency within 30-days of notice OR
 - Be on a repayment plan and have made the first payment within 30 days of notice AND remain current with the terms and conditions of the repayment plan.

SARFS Case Files: The delegate agency will receive names of interested seniors to assess, scope and complete construction work. The delegate agency will be responsible for having internal processes and procedures for proper case management, including providing seniors with clear responsibilities and expectations of the programs processes. Additionally, the delegate agency will be responsible for:

- Confirming client eligibility
- Collecting all required documents
- Collecting all required signatures

- Entering cases in Enterprise Case Management (ECM) and uploading client-level documents
- Updating any DOH-required client tracking management system or spreadsheet.
- Ensuring all case statuses are up to date.
- Monitoring their assigned case pipeline and following up with clients as necessary
- Providing relevant updates to DOH SARFS Program staff.

SARFS Budget: The delegate agency can be reimbursed for Personnel, Fringe Benefits, Operating/ Technical, Professional/Third Party Services, Travel, Materials & Supplies, Equipment, Indirect Costs, and Home Improvement to Existing Buildings. A **SARFS delegate agency must use at least 40% of the budget for a combination of materials and supplies and home improvement to existing buildings.** Agencies with an approved Negotiated Indirect Cost Rate Agreement (NICRA) must submit a copy of the approved NICRA. In the absence of a NICRA, agencies may use the 10% De Minimis rate. Use of the indirect cost must comply with 2 CFR Part 200 of the Uniform Administrative Requirements. The City reserves the right to limit the indirect cost rate.

Scofflaw Review: The delegate agency will submit the senior's driver's license or State ID and last four digits of the senior's social security number to the City of Chicago for Scofflaw Review. All requests must be submitted via email to: **indebtednesscheck@cityofchicago.org**.

Agency Capacity: Payments from the City of Chicago are on a reimbursement basis contingent upon all work completed adhering to all applicable Local, State and Federal Requirements. The delegate agency must demonstrate the fiscal capacity to support payment to contractors for repair and or mitigation work performed. Additionally, the delegate agency must demonstrate the capacity to manage and monitor quality subcontractor worked performed, construction practices and performance, implementation and documentation of lead safe practices and lead abatement procedures, and all other required compliance procedures.

If the payment of prevailing wages is required for services provided under a grant agreement awarded under this RFP, then the successful respondent must pay the prevailing wage rates as ascertained by the Illinois Department of Labor or, if Federal funds are used, by the U.S. Secretary of Labor under the Davis-Bacon Act. The respondents are encouraged to use minority and women owned businesses in the construction project and will be asked to document good faith efforts to do so. Minority and women owned business participation goals will be set on a contract-by-contract basis.

Each delegate agency is responsible for managing the construction staff or subcontractors and monitoring all work performed. Monitoring includes collecting, verifying, and submitting all certified transcripts of payroll under the 820 ILCS 130 Prevailing Wage Act to the City of Chicago in the method outlined, or its designee. **The delegate agency must be able to carry out project costs exceeding \$2,000.00** and cannot reduce the eligible award amount for homeowners to avoid additional compliance requirements such as Davis Bacon.

Environmental Reviews: The delegate agency will have to adhere to the City of Chicago's requirements for environmental reviews, which align with 24 CFR Part 570 Subpart C. The selected delegate agency may not begin physical repair work until the City of Chicago's Department of Assets, Information and Systems (AIS) has issued its site-specific environmental compliance certification memo/letter (i.e., "Environmental Clearance") pursuant to the National Environmental Policy Act (NEPA) and 24 CFR58.22. The Environmental Clearance may include specific conditions which must be met and appropriately

documented (e.g., photos) by the delegate agency. Such conditions may include, but are not limited to, compliance with the National Historic Preservation Act, noise mitigation, and flood insurance. Any delegate agency who starts the project without the appropriate environmental clearance issued by AIS will assume all responsibility for the project, including all project costs. DOH will not reimburse any delegate agency for work started without an environmental clearance.

Lead Abatement Requirements: The US Department of Housing and Urban Development (HUD) has delegated its federal statutory review responsibilities to the City of Chicago for the programs under the Community Development Block Grant (CDBG) entitlement grant. Under this responsibility, the City of Chicago's Department of Assets, Information and Services (AIS) has determined that the SARFS program is subject to site-specific environmental review responsibilities under authority of 24 CFR Part 58.5.

The lead safe rule applies to nearly all forms of ownership, rentals and sales for homes constructed prior to 1978, regardless of the occupants or the federal assistance being received. The delegate agency must comply with lead-safe rules as appropriate and will have to select their own provider to carry out the compliance requirements for lead. The delegate agency will be responsible for providing evidence of compliance with lead safety prior to receiving permission to request project cost reimbursement, including the cost for lead test.

The following is <u>Lead Disclosure Rule 24 CFR §35.86 Definitions</u> retrieved from the Code of Federal <i>Regulations August, 24, 2023.

Inspection

- 1. A surface-by-surface investigation to determine the presence of lead-based paint as provided in section 302(c) of the Lead-Based Paint Poisoning and Prevention Act [42 U.S.C. 4822], and
- 2. The provision of a report explaining the results of the investigation.

Lead-Based Paint

• Means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight.

Lead-Based Paint Free Housing

• Means target housing that has been found to be free of paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight.

Lead-Based Paint Hazard

• Means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate Federal agency. *The following is from <u>Lead Safe Housing Rules (LSHR) Toolkit</u> retrieved from the HUD Exchange on January 31, 2023.*

Disclosure Rule (Subpart A): Subpart A, the Lead Disclosure Rule (LDR), is the first subpart of the LSHR. Under federal law, all residential real estate transactions involving housing built prior to 1978 — sales and rental — require owners and agents to provide key information about lead and its hazards to people buying or renting homes. Buyers and renters must receive all available information about lead paint in the property as well as the Protect Your Family from Lead in Your Home pamphlet.

Evaluation and Notices: The various activities carried out with HUD funds require that some level of evaluation be carried out to identify potential hazards from LBP. Depending on the type of assistance, level of assistance, and the characteristics of the occupant population, the level of evaluation, and hazard control required varies.

Hazard Reduction Basics: All work that disturbs paint must meet protective standards. Hazard reduction using lead-safe work practices and containment eliminates the possibility of exposure to dust and debris from lead-based paint. During hazard reduction work, take steps to protect residents and workers. At the end of work, the residence must be tested for any presence of lead in dust. Soil and exterior surfaces are included. Learn more in the Hazard Reduction Module.

Recordkeeping Basics: Records document LBP and its removal must be kept for at least three years. Many HUD programs require a longer recordkeeping period. Learn more about the specific requirements in the subpart modules. Additionally, the delegate agency is responsible for maintaining client-level documents verifying eligibility with the program.

CAPABLE: The City of Chicago's Department of Family and Supportive Services (DFSS) Community Aging in Place Advancing Better Living for Elders (CAPABLE) is an evidence-based, interdisciplinary intervention and fall prevention program. CAPABLE engages older adults, Nurses, Occupational Therapists, and Construction Workers to customize environmental home modifications that optimize independence and safety for older adults, allowing them to remain living in their homes. The delegate agency, as needed, as expected to work in tandem with the CAPABLE program.

HUD Reporting: The authorizing statute of the CDBG program requires that activity funded meet one of three national objectives. The SARFS program is a qualifying national objective for CDBG activity Low Mod Housing Activities (LMH). The delegate agency will be required to obtain several client-level and property-level details as instructed by the city. In addition, the information below must be captured.

Applicable	Lead Paint	. Requireme	ent (for ren	abilitation only)
		-		

A subject to a different Description and (for under bilitation on by)

	# Units
Housing constructed before 1978	[]
Exempt: housing constructed 1978 or later	[]
Exempt: No paint disturbed	[]
Otherwise exempt (Hard cost less than \$5,000)	[]

Lead Hazard Remediation Actions (for rehabilitation only)

	# L	Jnits	
Lead Safe Work Practices (24 CFR 35.930(b)) (Hard costs <= \$5,000)	[]	
Interim Controls or Standard Practices (24 CFR 35.930(c)) (Hard costs \$5,000 - \$25,000)	[]	
Abatement (24 CFR 35.930(d)) (Hard costs > \$25,000)	[]	

Rehabilitation: The delegate agency must ensure that the rehabilitation work is properly completed, by:

- Verifying that pre-rehabilitation inspections are conducted describing the deficiencies to be corrected.
- Ascertaining that the deficiencies to be corrected are incorporated into the rehabilitation contract.
- Verifying through a review of documentation that the delegate agency inspects the rehabilitation work upon completion to assure that it is carried out in accordance with contract specifications, and that CDBG projects were carried out in accordance with rehabilitation standards.

PERFORMANCE MEASURES AND REPORTING REQUIREMENTS:

Under the Bureau of Community Engagement, Racial Equity, and Strategic Initiatives (CERESI), delegate agencies must provide requested data using a city-approved platform or alternate approved method to submit delegate agency reports. Required reports include sharing qualitative and quantitative data and information the city leverages to assess program impact every quarter. At the beginning of every program year, the delegate agency will meet with their assigned Program Managers to set performance goals and discuss expectations for the year. The delegate agency 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:

- # of residents reached
- # of applications completed
- # of applications submitted
- # of applications approved
- # of work orders approved
- # of jobs completed
- # of accessibility devices installed and type of installation
- # of security devices installed and type of installation
- # of jobs completed

In addition to the data outlined above, selected delegate agencies must also be following all local, state, and federal requirements governed by the funding source leveraged for the program. DOH reserves the right to determine the appropriate funding source or funding sources for each program.

Furthermore, all the delegate agency is subject to an annual program audit, which includes monitoring program service delivery and processing documents. This includes, but is not limited to, providing the following to DOH:

• Agency or Program Process Manual for Service Delivery

- Client Data collection procedures
- Policy on serving Limited English Proficient (LEP) Individuals
- Policy on serving People with Disabilities including reasonable accommodation process
- Agency process for determining client satisfaction and program effectiveness
- Program quality control and program oversight procedures
- Agency's referral and or resource list
- List of all Board Members with demographics (race, ethnicity, gender identity) and phone number or email address
- Agency Personnel, Record Retention, and Information Security Policy
- Non-Discrimination and Anti-Harassment Policy
- Procurement Procedure
- Signed contract agreement with subcontractors and/or consultants providing services
- List of program staff up to date resumes
- Program staff timesheets
- Program files and or case files
- Subcontractor agreements, if applicable
- Marketing, training, or program materials for client use
- Scope of work
- Adherence to lead-safety compliance as required by project cost

Any delegate agency that is not performing in accordance with DOH's goals and expectations is subject to corrective measures including, but not limited to:

- Recurring check-ins with Program Manager
- Monthly reporting in lieu of quarterly reporting
- Written plan of action by delegate agency outlining steps for improvement
- Meeting between DOH and delegate agency Senior Leadership
- Award decrease or elimination
- Cure notice

DOH reserves the right to remove any organization from the SARFS delegate agency portfolio due to performance-related concerns.

REQUIRED FOR PROPOSAL CONTENT:

The respondent is advised to carefully review the Request for Proposals (RFP) instructions and adhere to all requirements. The respondent must provide all information requested, provide thorough responses, and submit all requested documents. The respondent applying to multiple RFPs must include all required documents requested of the RFP. Failure to fully comply may cause the submitted proposal to be categorized as non-compliant and subsequently have the rejection of the non-compliant proposal.

The City reserves the right to request clarification or additional information from the respondent during the evaluation and selection process. Any respondent that makes a material misrepresentation will be eliminated from further consideration. The City reserves the right to reject proposals for any of the following reason(s):

- Non-compliant proposals (e.g., required documents not uploaded).
- The respondent has DOH or other city departments performance-related concerns in the past (5) five years.
- The deadline for submissions was missed.
- The proposal topic was not aligned with the requirements of the RFP.
- The budget was unrealistic in terms of the estimated requirements for the program.
- The respondent's proposed staffing is insufficient to carry out the scope of the proposed program.
- The respondent's proposed Work Program does not meet DOH Standards and or is unrealistic in terms of the requirements for the program.

AGENCY ELIGIBILITY CRITERIA:

To be eligible, respondents must meet all the requirements outlined in this RFP, including the Application Review Criteria immediately following this section. The respondent must be a nonprofit 501(c) organization with a proven track record of providing services to vulnerable Chicagoans and being deeply engaged in their community. The selected delegate agency must participate in DOH-CERESI led trainings focused on racial justice, climate resiliency, diversity, equity, and inclusion (DEI). Additionally, successful respondents will:

- Have a proven history of providing similar services to the communities they serve.
- Have adequate staffing levels to carry out the proposed activities, including any applicable program intakes, 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
 - Plan for continuity of services should responsible program staff change.
- Have the capacity to coordinate and network with other public or private agencies to support or enhance resources to target populations.
- Can carry out the services under the program within the allotted timeframe of one-year.
- Can work under a reimbursement model.
- The delegate agency must submit invoices to the city for payment.
- Have a Board of Directors and Staff responsive to the needs of the community or communities they are serving.
- Can work collaboratively with other City Departments to carry out important initiatives such as the CAPABLE program through DFSS.

Current Delegate Agency: A respondent that has been a DOH delegate agency within the past five years is subject to additional evaluation. This includes disclosing information about your organization to the Evaluation Committee member(s) before scoring. Information and or documentation to be shared with the Evaluation Committee includes, but is not limited to:

• Review of current Year to Date (YTD) deliverables

- Review of historical performance and outcomes
- Review of any performance summary or summaries

APPLICATION REVIEW CRITERIA:

All proposals received by the deadline within the City's procurement system, iSupplier Portal, 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 respondent 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 reserved 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 Program Director and Managing Deputy Commissioner will work collaboratively to create the recommended delegate agencies in alignment with DOH's Mission, Vision, Values, CERESI goals, and Evaluation Committee scores and comments.

A recommendation of delegate agencies will be provided to the Commissioner. Upon review, the Commissioner may reject, deny, or recommend agencies that have applied based on previous performance or area need.

Selection Criteria	Points
Strength of the Proposed Program (Program Summary)	25
Organizational Capacity	25
Program Quality and Impact	20
Reasonable Cost, Budget Justification and Leverage of Funds	20
Overall Response	10

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

Required Documents: As part of the RFP submission process, the following documents 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. Subcontractor agreements, if applicable.
- 11. Work Program Form
- 12. Budget Forms
- 13. Conflict of Interest Questionnaire
- 14. Quality Assurance or Control procedures, if applicable.

BASIS OF AWARD:

DOH reserves the right to consider additional factors in the selection of the delegate agencies 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, immigration status, ability, sexual orientation, gender identity, arrest or conviction record, or income. DOH may also factor in the organization's geographic location to ensure residents in all Chicago wards can be provided services through the entire delegate agency network.

The selection of delegate agencies will not be final until the city and the selected respondent have fully negotiated and executed a contract. 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. Receipt of a final application does not commit the department to award a grant to pay any costs incurred in preparing an application. Furthermore, respondents' history of prior executed delegate agency contracts with DOH is not a guarantee of continued funding under this RFP.

FUNDING FOR THE PROGRAM:

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.

The city reserves the right to use additional funding sources. 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.

- City of Chicago Local Funds
 - chicago.gov/budget
- U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant (CDBG)
 - o https://www.hud.gov/program_offices/comm_planning

For FY24, the anticipated award range is \$175,000.00 through \$259,750.00 and final awards are contingent on the appropriation and availability of funds from the various sources identified above. Also, the contract period is anticipated to start on January 1, 2024, through December 31, 2024, with no opportunity for an extension.

Funding Statistics for FY23: The following table contains the funding statistics for FY23, or January 1, 2023, through December 31, 2023.

Applications Received	14
Agencies Funded	12
Range of Funding	\$76,000 - \$154,400
Total Funding	\$1,376,455

PROGRAM CONTACT:

Name:	Whitney Houston
Phone:	312-744-4749
Email:	DOHCommunityPrograms@cityofchicago.org
Website:	Chicago.gov/housing

The respondent is strongly encouraged to submit all questions and comments related to this RFP via email.

APPLICATION DUE DATE and PRE-PROPOSAL CONFERENCE

Applications will be due: September 28, 2023, 12:00 PM CST.

Late submissions will not be accepted.

A Pre-Proposal Zoom Conference will be held on September 14, 2023 from 11:00-1:00 CST. Attendance is strongly encouraged.

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, the respondent 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. The respondent may also e-mail CustomerSupport@cityofchicago.org to receive more specific advice and troubleshooting.

INSURANCE REQUIREMENTS:

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

1) Workers Compensation and Employers Liability (Primary and Umbrella)

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following, if applicable to the work, services, or operations performed: All premises and operations,

products/completed operations (for the full statute of repose following project completion) or (for a minimum of two (2) years following project completion) explosion, collapse, underground, separation of insureds, mobile equipment, products and completed operations for food or beverages for consumption, food or beverage contamination, defense, contractual liability (not to include endorsement CG 21 39 or equivalent).

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

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained with limits of not less than <u>\$500,000</u> per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be named as an additional insured on a primary, non-contributory basis.

4) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than <u>\$1,000,000</u>. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Cyber Liability (Primary and Umbrella)

If any personally identifiable information ("PII"), protected health information ("PHI") or payment card industry data ("PCI") is collected and maintained by you, Cyber Liability must be maintained with limits of not less than <u>\$1,000,000</u> for each occurrence or claim. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by you in this Agreement and must include, but not be limited to, the following: invasion of privacy violations, information theft, release of private information, extortion and network security, breach response coverage and cost, regulatory liability including fines and penalties and credit monitoring expenses, denial or loss of service, unauthorized access to or use of computer systems, no exclusion/restriction for unencrypted portable devices/media may be on the policy and introduction, implantation, and/or spread of malicious software code and property damage liability in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction

of electronic data and/or information property of the City that will be in your care, custody, or control must also be included. The City must be named as an indemnified party or additional insured. Should the City be named as an additional insured and the policy contains an insured vs insured exclusion, the exclusion must be amended and not be applicable to the City.

6) Additional Requirements

Evidence of Insurance. Provider must furnish to the City of Chicago, Department of Housing, 121 N. LaSalle Street, Room 1006, Chicago, IL 60602 certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of the Agreement, and renewal certificates of Insurance and additional insured endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. You must submit certificate of insurance, additional insured endorsements, or other evidence of insurance prior to execution of Agreement. The receipt of any certificate of insurance and additional insured endorsement does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain a certificate of insurance, additional insured endorsement or other evidence of insurance from you, your insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. In addition, the City's receipt of, or failure to object to, a non-complying certificate of insurance, additional insured endorsement or other evidence of insurance from Provider, Provider's insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Provider must advise all insurers of this Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect you for liabilities which may arise from or relate to this 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> Provider's failure to comply with required coverage and terms and conditions outlined herein will not limit Provider's liability or responsibility nor does it relieve Provider of Provider's obligation to provide insurance as specified in the Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or this Agreement may be terminated.

<u>Notice of Material Change, Cancellation or Non-Renewal.</u> Provider must provide the City sixty (60) days prior written notice before any required insurance is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

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

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

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

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

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

<u>Insurance not Limited by Indemnification</u>. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

<u>Insurance and Limits Maintained.</u> If Provider maintains higher limits and/or broader coverage than the minimums shown herein, the City is entitled to the higher limits and/or broader coverage.

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

<u>Other Insurance obtained by You</u>. If Providers desires additional coverages, then Provider will be responsible for the acquisition and cost.

Insurance required of subcontractors. Provider must either name subcontractor(s) as a named insured(s) under Provider's insurance or require each subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance. The limits of coverage will be determined by Provider and may be subject to approval by the City. Provider must determine if subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Provider is responsible for ensuring that each subcontractor has named the City as an additional insured where required and name the City as an additional insured on an endorsement form at least as broad and acceptable to the City. Provider 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, Provider must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance from each subcontractor. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Provider's liability or responsibility.

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

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.

COMPLIANCE with LAWS, STATUTES, ORDINANCES and EXECUTIVE ORDERS:

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

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

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

- 2. Governmental Ethics Ordinance, Chapter 2-156: All respondents agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 which includes the following provisions: a) a representation by the respondent that he/she has not procured the grant agreement in violation of this order; and b) a provision that any grant agreement which the respondent has negotiated, entered into, or performed in violation of any of the provisions of this Ordinance shall be voidable by the City.
- 3. Selected respondents shall establish procedures and policies to promote a Drug-free Workplace. The selected respondent shall notify employees of its policy for maintaining a drug-free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. The selected respondent shall notify the City if any of its employees are convicted of a criminal offense in the workplace no later than ten days after such conviction.
- 4. Business Relationships with Elected Officials Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, as amended (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) by any elected official with respect to the grant agreement shall be grounds for termination of the grant agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.

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 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. 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. If selected for grant award, respondents are required to (a) execute the Economic Disclosure Statement and Affidavit, and (b) indemnify the City as described in the grant agreement between the City and the successful respondents.
- 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.

You represent and warrant that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached 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.

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.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under 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:

"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.

"Contribution" means a "political contribution" as defined in Municipal Code Ch. 2-156, as amended.

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

8. (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.