

Delegate Agency Solicitation #9726 (RFP)

CDGA DOH Technical Assistance Citywide (TACIT)

Specification Number:1278849

Required for use by: DEPARTMENT OF HOUSING

Bid/Proposal Submittal Date and Time: 12:00 PM Central Time, 28-SEP-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

Specification Number: 1278849

Type of Funding: CITY

Title: CDGA DOH Technical Assistance Citywide (TACIT)

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1 Header Information

1.1 General Information

Title CDGA DOH Technical Assistance Citywide (TACIT)
Description CDGA DOH Technical Assistance Citywide (TACIT)

Preview Date **08-SEP-2023 08:12:05** Open Date **08-SEP-2023 09:00:00**

Close Date 12:00 PM Central Award Date Not Specified

Time, 28-SEP-2023

Time Zone Central Time

Quote Style Blind

Buyer BUDNIK, ALESSANDRA

Email Alessandra.Budnik@cityofch

icago.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 021-2010 Bill-To Address 021-2010 DEPARTMENT

DEPARTMENT OF
HOUSING
121 N LASALLE ST
121 N LASALLE ST
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) 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
Provide your answer below
Trovide your uniswer below
Contact Type
Provide your answer below
Organization Information
Legal Organization Name
Provide your answer below
Address
Addicss
Provide your answer below
City
Provide your answer below
Trovide your answer below
State
Provide your answer below

Organization Information
Zip
Provide your answer below
County
Provide your answer below
Organization Telephone Number
Provide your answer below
Trovide 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
110,146 3 541 4115,161 5616,11

Organization Information
TY 1 CA TIVI
Head of Agency Title
Provide your answer below
Head of Agency Contact Telephone
Treat of Agency Contact Telephone
Provide your answer below
Head of Agency E-mail Contact
Descride view engages heles.
Provide your answer below
Website Address
Provide your answer below
Year Org. Established
Teal 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*TACIT Education Materials
Circle one from the response values below:
Yes
No Organization Ovarview

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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?
minigration status, ability, sexual orientation, genuel identity, artest of convenion record, or mediae.
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 ethnic identities, abilities, sexual orientation, gender
identity, and arrrest or conviction records?
accounty, and annear of conviction records.
Provide your answer below
What are the in-house services or programs provided by the agency? Please include the years the agency
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.
The second secon
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?
Drovido vous encuer below
Provide your answer below
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.

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Organization Overview
Provide your answer below
Trovide your unswer below
Please attach your agency's organization 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.
Type Optional

Auditing Requirements
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 may upload your Quality Assurance or Quality Control procedures.
a gamenta and a frame from the family a same from the family and the family a same from the family and the family and the family a same from the family and
Provide your answer below
Please desribe how your organization will monitor program expenditures and ensure appropriate fiscal
controls and records are in place.
Dec. 11. Annual control of the contr
Provide your answer below
Additional Locations
Does your organization have additional locations outside of the legal address?
Circle one from the response values below:
Yes
No Coographic August Soward
Geographic Area(s) Served Please provide the street number for your site 1 address.
rease provide the street number for your site 1 address.
Type Ontional
Type Optional
Duravida viavu anaviau halavi
Provide your answer below
Please identify the street direction associated with your site street address.
Type Optional
Provide your answer below

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

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Geographic Area(s) Served
Please provide the street number for your site 2 address.
Trouse provide the succe number for your site 2 manifests
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
Trovide your answer below
Please provide the zip code for site 2.
Type Optional
Provide your answer below

Geographic Area(s) Served
In which ward is site 2 located?
In which ward is site 2 focated.
m O d 1
Type Optional
Provide your answer below
(77)
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
**
Descride view engage helevi
Provide your answer below
Please identify the street direction associated with your site 3 street address.
T Ondianal
Type Optional
Circle one from the response values below:
N.
S.
E.
W.
Please provide the street name for site 3.
Trease provide the street name for site 3.
Type Optional
Provide your answer below
Trovide your answer below
Please provide the city for site 3.
Type Optional

Geographic Area(s) Served
Provide your answer below
Please provide the zip code for site 3.
Flease provide the zip code for site 3.
T O
Type Optional
Dec. 11. Annual control of the contr
Provide your answer below
In which ward is site 3 located?
Type Optional
Provide your answer below
7. 111 01 12
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.
Provide your answer below
Please provide the zip code for site 4.
r lease provide the zip code for site 4.
Provide your answer below
In which ward is site 4 located?
Provide your answer below
In which of the seventy-seven (77) community areas is site 4 located?
In which of the seventy-seven (77) community areas is site 4 located:
Provide your answer below
Service Provision
TACIT Delegate Agencies may apply to several TACIT-related areas of focus by applying for each.
Which area of focus under the RFP will your organization work under and why?
Provide your answer below

Service Provision
TACIT Delegate Agencies must provide technical assistance, training, or advocacy on a specific housing-related area of focus for a citywide benefit. What is the subject matter expert work being proposed under the program? Are there other organizations in Chicago providing similar services?
Provide your answer below
Why are proposed programs specific to the housing-related area of focus essential to fund? What is the citywide impact of having this proposed program funded? What are the adverse unintended effects if this work is not funded?
Provide your answer below
How does your organization distinguish itself from other entities and what makes you a subject matter expert that can adequately address and impact this need?
Provide your answer below
Under TACIT, how will your organization provide technical assistance, training, or advocacy? Please describe if the technical assistance and training will be provided to community members, non-profits, industry-related organizations, or other stakeholders.
Provide your answer below
TACIT Delegate Agencies must have available educational materials as part of the program's technical assistance and training requirements. Please describe what educational materials your organization has for public use. This can include presentations, publications, workshops, handouts, etc. Attach your organization's presentation materials to be used in PDF form.
Provide your answer below

Service Provision
Strength of the Proposed Program (Program Summary)
Please provide the title of your proposed program.
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.
Provide your answer below

Strength of the Proposed Program (Program Summary)
Organizational Capacity
Please describe the number of staff that will be connected to the proposed TACIT program, their years of experience and any relevant certifications or credentials they hold to deliver the services under the proposed program. In addition, include the retention rate of employees at your organization in the past two (2) years.
Provide your answer below
Due to the specialized services delivered under TACIT, organizations need to have a set process for
business continuity. Please describe your oganization's approach to ensure the continuity of program services should the organization undergo unexpected turnover, staff shortages, or other capacity constraints.
Provide your answer below
Please describe who at your organization will be responsible for program management, quality assurance, and evaluation. Include how this person or persons ensure(s) that work being performed by the organization meets City standards.
Provide your answer below
The TACIT program requires timely submission of monthly or quarterly reports, communication with City staff, and quality data submitted with the reports. Please describe how your organization completes reports
and quality assurance measures and how your organization will ensure reports submitted to the City are accurate and on time.
Provide your answer below
Due grown Overliter and Leave et
Program Quality and Impact

Please describe how your organization collaborates with other public or private agencies that support or

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Program Quality and Impact
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
Describe the evidence, case studies, statistics, or publishings that support the need to fund this specific housing-related area of focus. 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.
Don't la company and also
Provide your answer below
Technical Assistance - Citywide (TACIT) Delegate Agencies must provide training, technical assitance, or advocacy on a specific housing-related area of focus for a citywide benefit. How will your organization quantify outcomes under the program, and what is considered a successful outcome under the proposed program?
Dec 11.
Provide your answer below
Using these instructions, please complete and attach the Work Program Form provided.
Provide your answer below
Reasonable Cost, Budget Justification and
Leverage of Funds
Requested Grant Amount
Value Type Numeric Value only
Provide your answer below

Reasonable Cost, Budget Justification and Leverage of Funds
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.
Tunds will be used.
Provide your answer below
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
Diago describe your denoted goods and services. Estimate the value of these services and describe
Please describe your donated goods and services. Estimate the value of these services and describe how you arrived at these amounts.

Reasonable Cost, Budget Justification and				
Leve	rage of Funds			
Provide your answer below				
Please explain why you consider your program costs, including cost per unit, to be reasonable.				
Provid	le your answer below			
	•			
37.40	1011 / 1			
	onal Objective Narrative ou read the HUD National Obj	iactiva Narrativa I N	AC2	
Diu y	ou read the frod National Obj	jective ivaliative_Li	VIC:	
Circle	one from the response values	below:		
Yes				
NO	0.071			
	of Chicago Compliance Ack			
	ou acknowledge the Compliant icago?	ce with Laws, Statut	es, Ordinances and Executive Orders for the City	
Circle	one from the response values	halow		
Yes	one from the response values	below.		
No				
	lict of Interest			
Did y	ou complete and attach the Co	nflict of Interest Que	estionnaire?	
		1 1		
Circle Yes	one from the response values	below:		
No				
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				
Suppliers are allowed to provide multiple responses				
	Buyer may parely extend the solicitation while it is open			
Buyer may manually extend the solicitation while it is open				

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)

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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**

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

Minimum Release Not Specified

Amount (USD)

Estimated Total Not Specified

Amount (USD)

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CITY OF CHICAGO



COMMUNITY DEVELOPMENT GRANT APPLICATION (CDGA) FOR

Technical Assistance Citywide (TACIT) RFQ# 9726

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:

Zuri Soughat, 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 who have been historically marginalized by race, ethnicity, citizenship, ability, sexual orientation, arrest or conviction record, or income. More information on our Mission, Vision, and Values is on our website at Chicago.gov/housing.

PROGRAM DESIGN AND REQUIREMENTS:

The Department of Housing's (DOH) Bureau of Community Engagement, Racial Equity, and Strategic Initiatives (CERESI) seeks to fund organizations with experience providing services using a racial equity lens.

DOH-CERESI's Technical Assistance – Citywide (TACIT) delegate agency program provides funding to non-profit organizations, nonpartisan research institutions (i.e., universities), or Chicago-based for-profit providing expert-level training, technical assistance, education, or services in a housing-related topic within the City of Chicago. A delegate agency is a subgrantee selected by the City of Chicago through a competitive bid process to provide services under a program. Only select programs are open to nonpartisan research institutions and Chicago-based for-profit organizations; **read below for complete details.**

TACIT funding is reserved for activities otherwise not covered through other DOH RFPs (i.e., housing counseling activity is not a TACIT activity). DOH seeks to fund organizations to carry out one or more of the following programs. Respondents must submit one (1) completed application per program, including all attachments, for each program outlined below:

- 1. Supportive Housing Services and Advocacy for Marginalized People The respondent must be a non-profit organization with a proven track record providing housing-related services, information, or advocacy specifically for people marginalized by race, ethnicity, citizenship, ability, sexual orientation, arrest or conviction history, or income. Marginalized people include people experiencing gender-based violence, human trafficking, substance dependencies, mental health concerns, migrants, people displaced by climate change, people living doubled up, the re-entry population, and other marginalized groups. In addition, the delegate agency must connect the population to critical housing services that help marginalized people remain stably housed. Required assistance includes providing application assistance for other services that aid in avoiding housing instability or providing direct housing supportive services (e.g., utility assistance and public or private benefits application assistance).
 - a. Examples include, but are not limited to:
 - i. Citywide housing advocacy, services or programs for marginalized communities or efforts to uplift concerns of marginalized groups. Such examples include:
 - 1. Housing program and supportive services for people leaving the sex work industry.

- 2. Housing program and supportive services to people experiencing gender-based violence or sexual violence.
- 3. Housing program and supportive services to people with arrest records
- ii. Citywide programs to help historically marginalized communities obtain access to critical housing improvements. (Administrative support only)
- iii. Programs providing non-housing counseling education services to marginalized communities, citywide.
- 2. <u>User-centered Design & Data Strategy Technical Assistance</u> The respondent must be a non-profit organization, nonpartisan research institution, or Chicago-based for-profit able to provide support to DOH programs (administered both by the Department and delegate agencies) in both data strategy and creating applications, forms, and workflows that are resident-centric and improve the user experience of accessing housing services. For example, capabilities could include creating process maps, facilitating resident focus groups, working with public sector agencies or non-profits to simplify application approval processes, training staff in web forms and applications, establishing data reporting best practices, and training in program evaluation analytical methods.
 - a. Examples include, but are not limited to:
 - i. Lead community focus groups to help delegate agencies to improve data collection and processes to assist the public better.
 - ii. Create program process maps to guide program decision-making.
 - iii. Analyze software systems for user-centered design alignment and support system updates and improvements.
 - iv. Provide public training or guidance on understanding and using publicly available data.
 - v. Work with non-profits to collect, analyze, and interpret data for public impact.
 - vi. Provide public-facing reports on program impact.
- 3. <u>Legal Eviction or foreclosure defense services</u> The respondent must be a non-profit legal services entity, either having a licensed attorney on staff or working with a consortium of volunteers, part-time, full-time licensed attorneys directly or through subcontractors. In addition, the respondent must have a proven track record of providing services in eviction or foreclosure defense before, during, or after any legal action.
 - a. Examples include, but are not limited to:
 - i. Providing citywide free or low-cost legal services. Such examples include:
 - 1. Conducting intakes and screenings for eviction or foreclosure defense needs.
 - 2. Providing legal representation and legal advice and briefs in foreclosure or eviction matters.
 - 3. Providing legal counseling through the duration of eviction and foreclosure defense cases.
 - ii. Providing eviction or foreclosure defense workshops, seminars, trainings, and other educational events for community-based organizations, partners, and stakeholders.

- 4. Tenant Rights and Responsibilities The respondent must be a non-profit organization with a proven track record of providing workshops or individual services to tenants or tenant associations. Expected activities include providing information on the Residential Landlord and Tenant Ordinance, code compliance, safety, cleanliness, damages, repairs, utilities, inspections, emergencies, general conduct, remedies, conflict resolution, and other tenant-related matters, including tenant organizing.
 - a. Examples include, but are not limited to:
 - i. Providing in-person, over-the-phone, or various methods to inform tenants of their rights and responsibilities as a renter in the City of Chicago.
 - 1. Case management services for tenants who need to resolve disputes with their landlord.
 - 2. Connecting tenant to legal services as needed.
 - 3. Providing literature, ordinances, and examples that can help the tenants understand and resolve their concerns or questions.
 - ii. Providing educational information through various methods, including:
 - 1. Workshops, trainings, seminars, and other educational endeavors to inform community partners and stakeholders of tenant rights and responsibilities.
 - 2. Some foundational topics include the Chicago Rental Landlord/tenant ordinance, eviction laws, fair notice ordinance, and discrimination.
 - iii. Participation in the City of Chicago's efforts for advocacy and education by becoming a member of the Advisory Committee on Renting Rights.
- 5. <u>Landlord Rights and Responsibilities</u> The respondent must be a non-profit organization with a proven track record providing workshops or individual services to landlords. Expected activities include providing information on the Residential Landlord and Tenant Ordinance, required materials to distribute to tenants, code compliance, safety, cleanliness, damages, repairs, utilities, inspections, emergencies, general conduct, remedies, conflict resolution, and other landlord-related matters.
 - a. Examples include, but are not limited to:
 - i. Providing individual technical assistance, guidance, and instruction to property owners.
 - 1. Working with landlords of two to two-to-four units to inform them about landlord requirements when obtaining a new renter, including required literature, disclosures, and other materials.
 - 2. Best practices for inspections and emergency inspections
 - 3. The available assistance to tenants to avoid evictions.
 - ii. Providing educational information through various methods, including:
 - 1. Workshops, trainings, and seminars on property management, fair housing, Chicago Rental Landlord/Tenant Ordinance, eviction laws, nuisance abatement, and other foundational topics.
 - 2. Property management workshops.
- 6. <u>Tenant & Landlord Matters</u> The respondent must be a non-profit organization with a proven track record of providing services related to solving tenant and landlord issues. Services rendered

include giving information and mitigating tenant-landlord disputes and conflicts before, during, or after any legal action. Tenant and Landlord support includes working with both parties neutrally to resolve disputes and conflicts and work towards a resolution. The non-profit organization can also work collaboratively with tenants or landlords to preserve affordable housing for low-to-moderate income residents.

- a. Examples include, but are not limited to:
 - i. Providing individual technical assistance, guidance, and instruction to property owners and their tenants.
 - 1. Delegate agency acts as a neutral third party to mitigate landlord and tenant disputes, including providing solutions to avoid eviction.
 - 2. Delegate agency provides both landlord and tenant understand their landlord and tenant rights by providing both parties with literature and information.
 - 3. Delegate agency provides both landlord and tenant with other resources as needed to remedy the situation, including referring to arbitration.
 - 4. Attending court hearings with landlords and tenants
 - ii. Providing educational efforts through various methods including:
 - 1. Workshops on landlord and tenant rights and responsibilities, and group sessions with landlords and tenants.
 - 2. Providing workshops about landlord rights and responsibilities to existing landlords
 - 3. Providing workshops on tenant's rights and responsibilities to existing tenants or tenant associations.
- 7. <u>Estate Planning</u> The respondent must be a non-profit legal services entity through either having a licensed attorney on staff or working with a consortium of volunteer, part-time, full-time licensed attorneys directly or through subcontractors. In addition, the respondent must have a proven track record of providing estate planning services through education, individual counseling, or other methods of reaching seniors or low-to-moderate-income households.
 - a. Examples include, but are not limited to:
 - i. Providing individual technical assistance to Chicagoans in estate planning documents. This includes helping individuals understand the process and complete pertinent documents related to:
 - 1. Power of Attorney
 - 2. Housing Preservation
 - 3. End of Life Seminars
 - 4. Guardianship
 - ii. Providing educational efforts in various methods including:
 - 1. Citywide technical assistance clinics, workshops, seminars, and other educational events covering foundational estate planning topics.
- 8. <u>Climate Change, Environmental Justice, and Housing</u> The respondent must be a non-profit organization able to support to DOH Programs (administered by the Department and delegate agencies) in strategy and building curricula related to climate change, environmental justice, and housing. In addition, the respondent must have a proven track record of working with public and private entities in addressing climate change and environmental justice, supporting property

owners and tenants in taking advantage of federal, state, and local climate-related programs, and providing technical assistance to organizations on environmental justice and climate resiliency. Support to DOH includes building and maintaining interactive tools related to climate change, energy efficiency, decarbonization, and resilient/sustainable building and providing technical assistance to environmental or housing non-profit organizations or a task force related to climate resilience, environmental justice, and transportation equity.

- a. Providing citywide technical assistance workshops, trainings and educational events for community-based organizations, nonprofit organizations, industry partners and stakeholders. Some topic examples include, but are not limited to:
 - i. Environmental building techniques
 - ii. Climate Resiliency
 - iii. Affordable Housing in conjunction with sustainability
 - iv. Sustainable communities
 - v. What tenants, landlords, and homeowners can do to decrease their carbon footprint
 - vi. Available programs and how Chicagoans can apply.
- 9. Equitable Transit-Oriented Development (ETOD) The respondent must be a non-profit organization, nonpartisan research institution, or Chicago-based for-profit able to support to DOH Programs (administered by the Department and delegate agencies) in building a strategy and curriculum to advance ETOD. This city-wide policy framework prioritizes creating healthy, walkable, vibrant communities connected to transit and all its benefits. ETOD support includes creating and maintaining interactive tools for embedding ETOD principles in programs: educating the development community, community organizations, and community members on making use of City ordinances and programs relevant to ETOD; and providing technical assistance to environmental groups, housing non-profit organizations, or task forces related to climate resilience, environmental justice, and transportation equity.
 - a. Providing citywide technical assistance workshops, trainings and educational events for community-based organizations, nonprofit organizations, industry partners and stakeholders. Some topic examples include, but are not limited to:
 - i. Equitable development neat transit hubs
 - ii. Increasing ownership of assets by marginalized people
 - iii. Healthy and climate resilient spaces
 - iv. Benefits of walkable communities
 - v. Vibrant and cultural spaces and improving community.
- 10. Affordable Requirements Ordinance (ARO) The respondent must be a non-profit organization, nonpartisan research institution, or Chicago-based for-profit able to provide Chicagoans housing-related technical assistance, education, problem-solving, and resources on the City's inclusionary housing program, the Affordable Requirements Ordinance (ARO). The delegate agency selected must be a subject matter expert in the ARO Affirmative Fair Housing Marketing and Tenant Screening Plan Rules and the ARO tenant application, income requirements, and approval process. The delegate agency must provide affordable housing-focused solutions and services to low- and moderate-income renters. The delegate agency will assist with ongoing technical support, including, but not limited to, training, webinars, workshops, community events, and meetings to inform Chicagoans about how to access available ARO units by type, location, and

income, and subsequently assist them with the application process. The delegate agency will assist with ongoing technical support, including, but not limited to:

- a. Increasing awareness about the City's ARO by:
 - i. Creating informative multi-language materials on how to find and apply for available ARO rental units, the application process, and income requirements.
 - ii. Attending public meetings and community events to get the word out about available ARO rental units.
 - iii. Hosting and facilitating training, webinars, workshops, and meetings to inform Chicagoans how to access available ARO rental units by type, location, and income and subsequently assist them with the application process.
- b. Assisting qualified tenants with the application process by:
 - i. Guiding the applicant through each step of the ARO application process
 - ii. Addressing tenant applicant's questions and concerns via phone or email
 - iii. Ensuring rental tenant applications and supporting documents are complete and accurate under the ARO rules.
 - iv. Submitting applications on behalf of rental applicants, particularly for applicants who do not have access to a computer or internet.
 - v. Act as a liaison between the tenant applicant and the ARO leasing agency/ property manager.
- c. Market available for-sale units to prospective homebuyers
 - i. Guiding prospective homebuyers to available units, including but not limited to the chicagohousingtrust.org.
 - ii. Assist in planning and presentation efforts for the semi-annual trolley tours.
- d. Assist prospective homebuyers with the application process by:
 - i. Guiding the applicant through each step, which may include the Chicago Housing Trust Application process.
 - ii. Addressing each applicant's questions and concerns via phone or email.
 - iii. Ensuring applications and supporting documents are complete and accurate.
 - iv. Submitting applications on behalf of applicants who do not have internet access.
 - v. Act as a liaison between the applicant and the Seller/Listing Agent or Chicago Housing Trust.
- 11. Troubled Building Initiatives (TBI) Supportive Services The respondent must be a non-profit organization able to support DOH's Troubled Building Initiatives Program and have a proven track record of assisting individuals facing housing instability. The selected awardee will provide relocation services for court-ordered, and emergency vacates, which includes assisting TBI receivers and court-ordered vacates specific to dangerous and hazardous conditions of troubled buildings. In addition, the respondent must connect the affected residents to critical housing services and administer relocation assistance to displaced individuals. The required assistance to residents includes but is not exclusive to the distribution of emergency housing payments, replacement unit identification, payment of move-in or security deposit fees and application fees, case management, and payment of moving expenses. The program will be funded by the Community Development Block Grant (CDBG), and the respondent will be responsible for complying with all income verification as required under CDBG regulations. Examples of programs meeting these requirements include but are not limited to:

- a. The delegated agency administers an emergency housing and supportive services program that can assist with emergency housing payment costs and case management services. The selected delegate agency will receive direct referrals for buildings being vacated under the TBI program from DOH and other DOH partners. The chosen delegate agency will prioritize the following:
 - i. Single Room Occupancy (SRO)
 - ii. Senior buildings
 - iii. Other buildings containing at least 50% special population categories such as a person living with a disability and blind or visually impaired.
- b. A TBI delegate agency that can administer additional assistance to tenants, including:
 - i. Coordinating emergency housing payments
 - ii. Coordinating other housing-related costs (move-in fees, security deposits, cost for movers, and other cost related to moving from one domicile to another)
 - iii. Assisting with locating a new unit that is affordable to the tenant.
 - iv. Connecting the tenant to other relevant resources
 - v. Providing these services through the lens of trauma-informed care

All delegate agencies must work collaboratively with DOH and other delegate agencies to advance DOH's Mission, Vision, and Values. Working collaboratively includes the respondents providing training to other delegate agencies or participating in DOH-created efforts, including steering committees, working groups, advisory boards, and other projects.

PERFORMANCE MEASURES AND REPORTING REQUIREMENTS:

Under the Bureau of Community Engagement, Racial Equity, and Strategic Initiatives (CERESI), the delegate agency 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 workshops, events, or classes
- # Of attendees at workshops, events, or classes
- # Of individuals or households served
- # Of units receiving services
- Tenant income
- Thorough responses to narrative questions
- Performance Summary
- Program and or client files

In addition to the data outlined above, the delegate agency 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 delegate agencies are subject to an annual program audit, which includes monitoring program service delivery and process 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.

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.

REQUIRED FOR PROPOSAL CONTENT:

The respondent is advised to carefully review the Request for Proposals (RFP) instructions and adhere to all requirements. The respondents must provide all information requested, provide thorough responses, and submit all requested documents. The respondents 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).

- 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.
- Respondents proposed staffing is insufficient to carry out the scope of the proposed program.
- Respondents 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. Respondents must be an 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.

Current Delegate Agency: A respondent that been a DOH delegate agency within the past five years are 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 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 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.

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

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

Required Document: 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. Work Program Form
- 11. Budget Forms
- 12. TACIT Education Materials
- 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 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, 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 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
 - o chicago.gov/budget
- U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant (CDBG)

https://www.hud.gov/program offices/comm planning

For FY24, the anticipated award range is \$70,000.00 through \$115,000.00 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	18
Agencies Funded	16
Range of Funding	\$31,140 - \$114,466
Total Funding	\$1,097,674

PROGRAM CONTACT:

Name:	Zuri Soughat	
Phone:	312-744-0521	
Email:	DOHCommunityPrograms@cityofchicago.org	
Website:	Chicago.gov/housing	

Respondents are 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, 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:

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 \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 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 \$500,000 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 \$1,000,000. 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 ("PII") or payment card industry data ("PCI") is collected and maintained by you, Cyber Liability must be maintained with limits of not less than \$1,000,000 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

<u>Evidence of Insurance</u>. 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.

Other Insurance obtained by You. 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.
- 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.