

**CITY OF CHICAGO**



**REQUEST FOR PROPOSALS (RFP) FOR  
CHA Youth Programming  
RFQ# 6619**

**ISSUED BY:  
CITY OF CHICAGO DEPARTMENT OF FAMILY AND SUPPORT SERVICES**

**All proposals shall be submitted via the eProcurement system to:**

Earline Whitfield Alexander  
Manager of Youth Services

Department of Family and Support Services  
1615 W. Chicago Ave, 3<sup>rd</sup> Floor West  
Chicago, Illinois 60622

**RAHM EMANUEL  
MAYOR**

**LISA MORRISON BUTLER  
COMMISSIONER**

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## Section 1 - Purpose of RFP and Scope of Services

### A. Introduction

As the City of Chicago's primary social services provider and administrator, the Department of Family and Support Services (DFSS) manages a comprehensive, client-oriented human service delivery system that employs a holistic approach to improving the quality of life for our most vulnerable residents. DFSS administers resources and provides assistance and support to a network of over 350 community-based organizations in order to promote the independence and well-being of individuals, support families, and strengthen Chicago neighborhoods. The DFSS mission is:

**Working with community partners, we connect Chicago residents and families to resources that build stability, support their well-being, and empower them to thrive.**

DFSS' priorities are to:

- **Deliver** and support high quality, innovative, and comprehensive services that empower clients to thrive
- **Collaborate** with community partners, sister agencies, and public officials on programs and policies that improve Chicagoans' lives and advance systemic change
- **Inform** the public of resources available to them through DFSS and its community partners
- **Steward** DFSS' resources responsibly and effectively

DFSS is committed to moving beyond measuring *how many* people receive services, to focus on whether Chicagoans are *better off* after receiving services. As part of this outcome-oriented approach, DFSS has implemented a Strategic Framework that guides how the department measures, reports on, and reviews its priorities and outcome goals, and uses them to drive contracting, decision-making and greater collaboration.

For more information on the DFSS strategic framework, visit [www.cityofchicago.org/fss](http://www.cityofchicago.org/fss).

DFSS Youth Services Division programs are designed to support youth in reaching their full potential in their community, school, and work. The needs of Chicago's young people, identified from research and feedback from our communities, are the key drivers in informing the development of the Division's programming and continuously shape the Department's priorities and goals. The Youth Division supports young people ages 6-24 through programming in three distinct portfolios.

The **Enrichment Portfolio** covers critical needs and services when school is out including afterschool, holidays, school breaks and summer programming. Examples include academic supports, sports, and arts and cultural activities.

The **Prevention and Intervention Portfolio** focuses on the highest risk youth geared towards decreasing young people's interaction with the justice system through mentorship, employment and supportive services.

The **Youth Employment Portfolio** has as its signature program Mayor Rahm Emanuel's One Summer Chicago employing over 30,000 youth annually.

## B. Program description

DFSS is currently seeking Respondents to provide CHA youth residents ages 6-18 with supplemental out of school time and/or summer programming. For the purposes of this RFP, CHA youth are defined as those youth who are current CHA residents, with a Client ID number (also known as the HCV Tenant ID/Voucher Number), and included on a lease at a CHA family property scattered site property, mixed income property, senior property or renting in the private market through CHA's Housing Choice Voucher program (formerly known as Section 8).

### 1. Operating calendar

The CHA youth programming model offers programming either year-round, school year only or summer only.

- **Year-round** – This program operates for 48 to 52 weeks year-round. Programs operating the entire year must include programming on non-school days when school is not in session, including but not limited to, school holidays, federal holidays, teacher institute days, etc. Afterschool programming should operate two-three hours per day, five days a week. All programming during school breaks and non-school days should be for six hours a day.
- **School Year** - This program operates for approximately 42 weeks a year when school is in session for two to three hours per day, five days a week.
- **Summer** - This program model operates from six to nine weeks during the summer. All summer programs should operate a minimum of five days per week. Saturdays and Sundays can be an option. These programs will operate for six hours per day.

Respondents may submit proposals for one or more of program model types above. Each proposal will need to be submitted separately in eProcurement and will be scored independently. Please refer to Section 2.C for specific instructions on how to submit multiple responses.

### 2. Programmatic themes

DFSS is specifically looking for programs whose programmatic content fall under one of the following three themes:

- **Peace & Non-Violence** seeks to transform the culture and conditions that lead to youth violence. Agencies should connect youth in meaningful ways to promote community peace and non-violence.
- **Arts & Culture** provides youth with instruction in one or more of the following art mediums: drawing, painting, performing, ceramics, photography, illustration, printmaking, graphics, web design and sculpture. *Additional consideration will also be given to respondents whose proposal demonstrates visual arts, specifically the development of paintings, drawings and photographs that can be displayed in CHA properties.*
- **Environmental Responsibility & Stewardship** fosters youth with an understanding of their important role in helping to build healthy social and environmentally conscious communities. Youth assess the health of their communities by measuring if they live in a clean, safe environment, and have access to healthy food and opportunities for safe recreation and physical activity.

### **3. Geographic preference**

DFSS seeks to provide services to CHA youth in the following priority neighborhoods with the highest number of CHA youth. Our goal is to ensure programming occurs in the following priority neighborhoods.

- Riverdale (Altgeld Gardens and Philip Murray Homes)
- Near West Side (ABLA/Brooks Homes, Henry Horner Super Block, Horner-Westhaven, One South Leavitt, Roosevelt Square, West End/Jackson Square, Westhaven Park Tower, Westhaven Park)
- Douglas (Dearborn Homes, Park Boulevard, Pershing)
- Washington Park (St. Edmunds Meadows)
- Roseland (Frank O. Lowden Homes)
- Grand Boulevard (Langston, Legends South: Coleman Place, Legends South: Gwendolyn Place, Legends South: Hansberry Square, Legends South: Mahalia Place, Legends South: Savoy Square, Oakwood Shores, Quincy, Shops and lofts at 47th).

Programs serving CHA youth in other neighborhoods will also be considered. All proposed programs should be located within 6 miles of a CHA public housing site and near an existing public transportation route. Programs that are more than 6 miles of a CHA public housing site should address how the program will ensure a safe passage for youth. For a list of current CHA sites, please see the following <https://www.thecha.org/residents/public-housing/find-public-housing>.

## **C. Program requirements**

### **1. Proposed Program**

Respondents shall design a program that entails the following:

- Recruit and serve CHA youth ages 6-18
- Operate one of the following program types:
  1. Year-round
  2. School Year
  3. Summer
- Maintain youth developed, youth driven, and age appropriate programming
- Provide accessible and comprehensive after school programming in the suggested programmatic themes
- Execute programs with qualified staff that have the appropriate backgrounds in Youth Development
- Maintain a curriculum for program model implementation
- Demonstrate strong relationships with families housed by the CHA.
- Operate in one the geographically targeted neighborhoods
- Host events and workshops as part of the program's recruitment strategies.
- Participate in at least one CHA sponsored recruitment event.

### **2. Administrative and workplan requirements**

Respondents should also be able to demonstrate the following operational qualifications:

- **Data entry:** Agencies are responsible for entering youth and program information, including CHA client ID, youth enrollment and daily youth attendance into the database system weekly.
- **Program outcomes:** Agencies will be responsible for the completion of pre and post surveys for youth provided by DFSS.
- **Program staff:** Program staff must have a current CPR and First Aid certification. All staff and volunteers must have completed a Federal Fingerprint Background check, online Mandated Reporter Certification, Mandated Reporter Acknowledgement Form, Child Abuse and Neglect Tracking System (CANTS) and National Sex Offender Registry prior to the employee start date.
- **Expenditure rate:** Agencies are required to voucher monthly via eProcurement. Agency staff is expected to attend vouchering training and meet the October budget revision deadline.
- **Meetings & trainings:** Mandatory attendance at DFSS delegate agency meetings (Executive Director and Program Director). Attendance is mandatory at community planning network meetings as scheduled by DFSS. DFSS may request and identify staff participation in professional development trainings, meetings and conferences.
- **Programmatic changes:** Please note if there are any changes to your staff, facility location or work plan you must notify in writing your DFSS Youth Services Coordinator and the Enrichment Portfolio Director of the Youth Services Division. These changes must be updated in your work plan in Cityspan.
- **Program close-out procedures:** If for any reason your program is closing you must follow the Departments Close-Out Procedures.
- **Program written procedures:** Agencies are required to have written procedures for identifying and reporting suspected child abuse or neglect, conducting safety/facility evaluations and emergency procedures for a lost child and major/minor injuries. Staff should be trained on these procedures.
- **Safe environments:** A safe and healthful environment is the responsibility of all agencies. Please see the attached Safe Environment checklist (attachment A) which we use as part of our program monitoring.
- **ADA compliance:** Respondent must be committed to achieving full physical and programmatic accessibility as defined by the Americans with Disabilities Act (ADA).

#### **D. Performance measures**

To track progress toward achieving this goal and assess success of the program, DFSS will monitor a set of performance indicators that may include, but are not limited to:

- 75% of youth report a positive relationship with an instructor and or mentor in their program.
- 90% of youth will complete a group project or performance at the end of their year.
- Decreasing chronic absence among participants in DFSS sponsored youth program as compared to school- based peers. This data will be collected by Chapin Hall and a greater conversation establishing specific contractual expectations will occur when such data becomes available.

To monitor and recognize intermediate progress toward the above performance indicators, DFSS also intends to track output metrics that may include, but are not limited to:

- Number of participants enrolled.
- Number of youth retained throughout the program.
- Program attendance weekly.

## **E. Contract management and data reporting requirements**

As part of DFSS' commitment to become more outcomes-oriented, the Youth Services Division seeks to actively and regularly collaborate with delegate agencies to enhance contract management, improve results, and adjust program delivery and policy based on learning what works. Reliable and relevant data is necessary to ensure compliance, inform trends to be monitored, evaluate program results and performance, and drive program improvements and policy decisions. As such, DFSS reserves the right to request/collect other key data and metrics from delegate agencies, including client-level demographic, performance, and service data, and set expectations for what this collaboration, including key performance objectives, will look like in any resulting contract.

Upon contract award, delegate agencies will be expected to collect, and report client-level demographic, performance, and service data as stated in any resulting contract. These reports must be submitted in a format specified by DFSS and by the deadlines established by DFSS. Delegate agencies must implement policies and procedures to ensure privacy and confidentiality of client records for both paper files and electronic databases. Delegate agencies must have the ability to submit reports electronically to DFSS. The City's Information Security and Information Technology Policies are located at [https://www.cityofchicago.org/city/en/depts/doi/supp\\_info/is-and-it-policies.html](https://www.cityofchicago.org/city/en/depts/doi/supp_info/is-and-it-policies.html). Generally, DFSS has a monthly reporting expectation.

## **F. Anticipated term of contract and funding source**

The term of contract(s) executed under this RFP will be from January 1, 2019 – December 31, 2020. Based on need, availability of funds and contractor performance, DFSS may extend this term for up to two additional years with each extension not to exceed one year. Continued support will be dependent upon the Respondent's performance and the continued availability of funding. We anticipate that each award will be between **\$15,000 - \$45,000** per year depending on the size of their proposed program. DFSS anticipates allocating a total of **\$555,200** for this program model. This contract will operate on a reimbursement basis only. No advances will be given.

This initiative is administered by the Department of Family and Support Services through U.S. Department of Housing and Urban Development via the Chicago Housing Authority. Consequently, all guidelines and requirements of the Department of Family and Support Services, the Chicago Housing Authority, and the U.S. Department of Housing and Urban Development must be met.

Should a Respondent's contract be terminated or relinquished for any reason, DFSS reserves the right to return to the pool of respondents generated from this RFP to select another qualified respondent.

## **G. Eligible respondents**

This is a competitive process open to all entities: non-profit, for-profit, faith-based, private and public. Respondents may apply as a single agency or in partnership with multiple agencies, where one agency serves as the lead agency for the partnership and other agencies serve as subcontractors of the lead agency. Subcontracted agencies must demonstrate competence to implement programmatic elements whereas lead agencies must also demonstrate financial strength and ability to comply with all administrative requirements outlined in the RFP. ***Respondents should be able to demonstrate specific knowledge of and experience in providing services to CHA youth between the ages of 6 and 18.***

Individual agencies or subcontractors to lead agencies must be able to demonstrate a **minimum 15 percent in-kind match**. Administrative costs will be capped at 15 percent per application.

Respondents who are current DFSS delegates whose existing contract(s) with DFSS are not in good standing will not be considered. Agencies not eligible include those that have had a City contract terminated for default; are currently debarred and/or have been issued a final determination by a City, State or Federal agency for performance of a criminal act, abridgement of human rights or illegal/fraudulent practices.

Funding is subject to the availability and appropriation of funds. In addition, Respondents should be aware that the City will make payments for services on a reimbursement basis. Payment will be made 30 days after voucher approval. Respondents must be able to proceed with program operations upon award notification.

## Section 2 - RFP and Submission Information

### A. Pre-proposal webinar

A Pre-Proposal Webinar will be held on **November 9, 2018, 10:00 a.m. – 11:30 a.m.** Attendance is not mandatory but is advised.

A link to the completed Webinar will be available on-line at the DFSS website after the time and date listed above for those who cannot attend at the live scheduled time. Please register prior to the webinar's start using this link:

<https://attendee.gotowebinar.com/register/5122246836173166594>

Please register prior to the Webinar's start.

### B. The new e-Procurement system

In October 2017 the City of Chicago replaced its Cybergrants system with the new eProcurement system. eProcurement (also known as iSupplier) is the City of Chicago's new online purchasing system. The goals of eProcurement are to move to a universal system that can handle all contract administration including RFP management, contract execution, and payment processing. All delegate agencies seeking to do business with the City must register and submit information through this online purchasing system. ***This includes the RFP process.***

***To complete an application for this RFP, RESPONDENTS will need to set up an account in the new eProcurement/iSupplier system.***

Registration in iSupplier is the first step to ensuring your agency's ability to conduct business with the City of Chicago and DFSS. ***Please allow five to seven days for your registration to be processed.***

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](http://www.cityofchicago.org/eProcurement). All vendors must have a Federal Employer Identification Number (FEIN) and an IRS W9 for registration and confirmation of vendor business information.

1. **New Vendors** – Must register at [www.cityofchicago.org/eProcurement](http://www.cityofchicago.org/eProcurement)
2. **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 [eprocsupport@cityofchicago.org](mailto:eprocsupport@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 register using the link below and include the name of the agency which you will represent. Training will review eProcurement functions such as iSupplier registration and overview, responding to RFPs, creating invoices and reviewing / tracking payments.

For further eProcurement help use the following contacts:

- **Questions on Registration:** [eprocsupport@cityofchicago.org](mailto:eprocsupport@cityofchicago.org)
- **Questions on eProcurement for Delegate Agencies including:** [OBMGMU@cityofchicago.org](mailto:OBMGMU@cityofchicago.org) or contact the eProcurement hotline at 312-744-0358
- **Online Training Materials:** <https://www.cityofchicago.org/city/en/depts/dps/isupplier/online-training-materials.html>

Respondents must submit an application for the request for proposal via eProcurement.

***For this application, all answers to application questions are limited to 4,000 characters, including spaces and punctuation.***

### **C. For respondents wishing to submit more than one application to a RFP**

Organizations submitting more than one proposal (maximum of three) may do so by submitting each proposal by a separate, unique registered account user with online bidding responsibilities, using their individual login information. For the CHA Youth Programming RFP Respondents can submit individual proposals for different sites, models, calendar or any combination.

If you are having difficulty registering additional people, please refer to this handout [https://www.cityofchicago.org/content/dam/city/depts/dps/isupplier/training/Vendor\\_Create\\_New\\_Address\\_and\\_Contact.pdf](https://www.cityofchicago.org/content/dam/city/depts/dps/isupplier/training/Vendor_Create_New_Address_and_Contact.pdf)

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

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

Additionally, Respondents may e-mail [obmgmu@cityofchicago.org](mailto:obmgmu@cityofchicago.org) to receive more specific advice and troubleshooting.

### **D. Contact person information**

Questions regarding programmatic aspects of this RFP may be directed to:

**Earline Whitfield Alexander,**  
**Director of Youth Enrichment Portfolio:**  
312-746-7474  
[Earline.Whitfield-Alexander@cityofchicago.org](mailto:Earline.Whitfield-Alexander@cityofchicago.org)

Questions regarding the technical aspects of this RFP may be directed to:

Julia Talbot: [Julia.Talbot@cityofchicago.org](mailto:Julia.Talbot@cityofchicago.org), and  
OBM: [OBMGMU@cityofchicago.org](mailto:OBMGMU@cityofchicago.org) or 312-744-0358

Respondents should submit all questions and comments related to the RFP via e-mail.

### Section 3 - Evaluation and Selection Procedures

#### A. Evaluation process

Each proposal will be evaluated on the strengths of the proposal and the responsiveness to the selection criteria. DFSS reserves the right to consult with other city departments during the evaluation process. Successful Respondents must be ready to proceed with the proposed program within a reasonable period of time upon contracting.

Failure to submit a complete proposal and/or to respond fully to all requirements may cause the proposal to be deemed unresponsive and, therefore, subject to rejection. The Commissioner upon review of recommended agency(ies) may reject, deny or recommend agencies that have applied for grants based on previous performance and/or area need.

The Department of Family and Support Services (DFSS) reserves the right to ensure that all mandated services are available citywide and provided in a linguistically and culturally appropriate manner.

#### B. Selection criteria

CRITERIA	POINTS
<p><b><u>Strength of proposed program</u></b></p> <ul style="list-style-type: none"> <li>• The Respondent demonstrates a clear understanding of the target population and their needs and challenges</li> <li>• The Respondent clearly defines services to be provided (directly or through partnerships/linkage agreements with other agencies) that are appropriate to addressing needs of and achieving desired outcomes for the target population</li> <li>• The Respondent’s proposed program is supported by a strong national or local evidence base and/or aligns with best practices for the relevant field</li> <li>• The Respondent has an effective approach to identifying and retaining program participants (incl. rules/regulations that reduce barriers to participation)</li> </ul>	<b>30</b>
<p><b><u>Program performance, outcomes, and quality</u></b></p> <ul style="list-style-type: none"> <li>• The Respondent demonstrates evidence of strong past performance against desired outcome goals and performance metrics and/or other notable accomplishments in providing services and programming to the target population               <ul style="list-style-type: none"> <li>○ If no previous experience, the Respondent provides a clear rationale for its ability to execute against this program and achieve desired outcomes</li> </ul> </li> <li>• The Respondent has the relevant staff, systems, and processes needed to collect key participant and performance data and evaluate and manage performance</li> <li>• The Respondent has experience using data to inform/improve its services or practices</li> </ul>	<b>30</b>
<p><b><u>Organizational capacity</u></b></p> <ul style="list-style-type: none"> <li>• The Respondent has qualified staff responsible for program oversight, management, fiscal oversight, and fundraising</li> <li>• The Respondent has adequate systems and processes to support reporting and monitoring for government contracts</li> <li>• The Respondent has quality experience working with the target population and has relevant capabilities, partnerships, and/or infrastructure needed to serve this group</li> </ul>	<b>25</b>

<ul style="list-style-type: none"> <li>○ If no prior experience, the Respondent can articulate investments made to do so</li> <li>• The Respondent’s organization reflects and engages the diverse people of the communities it serves</li> </ul>	
<p><b><u>Reasonable costs, budget justification, and leverage of funds</u></b></p> <ul style="list-style-type: none"> <li>• The Respondent demonstrates reasonable implementation costs and funding requests relative to its financial and human resources. The proposed budget supports the proposed scope of work or work plan</li> <li>• Overall, the Respondent is fiscally sound, as evidenced by the financial history and record of the organization, as well as audited financial statements (or the equivalent) from the current fiscal year</li> <li>• The Respondent proposes a reasonable cost per person or per unit given the nature of the services provided and provides justification for the level of funding requested</li> <li>• The Respondent leverages other non-City funds to support total program and administrative cost (e.g., state, federal, foundation, corporate, individual donations)</li> </ul>	<b>15</b>

DFSS may consider additional factors in selection to ensure systems-level needs are met: geography, service array, language and ability to serve specific sub-populations.

For prior funded respondents, your DFSS performance rating will be taken in consideration as a funding criterion. To determine your program’s success, a Performance Rating is conducted bi-annually and based on a metric system using these three categories: Program Management; Staff Compliance; and Fiscal Compliance.

DFSS reserves the right to seek clarification of information submitted in response to this Application, request additional information during the evaluation process, make site visits, and require Respondents to make an oral presentation or be interviewed by the review subcommittee. Failure to submit a complete proposal or respond fully to all requirements may cause the proposal to be rejected. Selections will not be final until DFSS and the respondent have fully negotiated and executed a contract. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the respondent in anticipation of a fully executed contract. Receipt of a final application does not commit the DFSS to award a grant to pay any costs incurred in the preparation of an application.

## Section 4 - Legal and Submittal Requirements

A description of the following required forms has been included for your information. ***Please note that most of these forms will be completed prior to grant agreement execution but are not necessary for the completion of this proposal.*** A complete list of what forms will be required at the time of contracting is listed at the end of this section.

### A. City of Chicago Economic Disclosure Statement (EDS)

Respondents are required to execute the **Economic Disclosure Statement** annually through its on-line EDS system. Its completion will be required for awarded Respondents as part of the contracting process.

More information about the on-line EDS system can be found at:  
<https://webapps.cityofchicago.org/EDSWeb/appmanager/OnlineEDS/desktop>

## **B. Disclosure of litigation and economic issues**

Legal Actions: Respondent must provide a listing and brief description of all material legal actions, together with any fines and penalties, for the past five (5) years in which (i) Respondent or any division, subsidiary or parent company of Respondent, or (ii) any officer, director, member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:

- A debtor in bankruptcy; or
- A defendant in a legal action for deficient performance under a contract or in violation of a statute or related to service reliability; or
- A Respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- A defendant in any criminal action; or
- A named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- A defendant or Respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

Any Respondent having any recent, current or potential litigation, bankruptcy or court action and/or any current or pending investigation, audit, receivership, financial insolvency, merger, acquisition, or any other fiscal or legal circumstance which may affect their ability currently, or in the future, to successfully operate the requested program, must attach a letter to their proposals outlining the circumstances of these issues. Respondent letters should be included in a sealed envelope, directed to Commissioner Lisa Morrison Butler. Failure to disclose relevant information may result in a Respondent being determined ineligible or, if after selection, in termination of a contract.

## **C. Grant agreement obligations**

By entering into a grant agreement with the City, the successful respondent is obliged to accept and implement any recommended technical assistance. The grant agreement will describe the payment methodology. DFSS anticipates that payment will be conditioned on the Respondent's performance in accordance with the terms of its grant agreement.

## **D. Funding authority**

This initiative is administered by the Department of Family and Support Services using funds allocated by the U.S. Department of Housing and Urban Development via the Chicago Housing Authority. Consequently, all guidelines and requirements of the Department of Family and Support Services, the Chicago Housing Authority, and the U.S. Department of Housing and Urban Development must be met. Additionally, all delegate agencies must comply with the Single Audit Act if applicable.

## **E. Insurance requirements**

Respondents must provide and maintain at Respondent's own expense or cause to be provided, during the term of the Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

**i) Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

**ii) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, sexual abuse and molestation (with emotional distress as the trigger) and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured under the Provider's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Provider's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Provider must ensure that the City is an additional insured on insurance required from subcontractors. Subcontractors performing work or services for the Provider must maintain limits of not less than \$1,000,000 with the same terms herein.

**iii) Directors and Officers Liability**

Directors and Officers Liability Insurance must be maintained by the Respondent in connection with this Agreement with limits of not less than \$1,000,000. Coverage must include any actual or alleged act, error or omission by directors or officers while acting in their individual or collective capacities. When policies are renewed or replaced, the policy retroactive date must coincide with precede commencement of services by the Provider under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

**iv) Additional Requirements**

Provider must furnish the City of Chicago, Department of Family and Support Services, 1615 West Chicago Avenue, 3<sup>rd</sup> Floor, Chicago IL. 60622, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Provider must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Provider is not a waiver by the City of any requirements for the Provider to obtain and maintain the specified coverages. Provider must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Provider of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Provider must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Provider.

Provider hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Provider in no way limit the Provider's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Provider under this Agreement.

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. If the Provider maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. 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.

The Provider must require all subcontractors to provide the insurance required herein, or Provider may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Provider unless otherwise specified in this Agreement. Provider must ensure that the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors. Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

## **F. Indemnity**

The successful Respondent will be required to indemnify City of Chicago for any losses or damages arising from the delivery of services under the grant agreement that will be awarded. The City may require the successful Respondent to provide assurances of performance, including, but not limited to, performance bonds or letters of credit on which the City may draw in the event of default or other loss incurred by the City by reason of the Respondent's delivery or non-delivery of services under the grant agreement.

## **G. False statements**

### **i. 1-21-010 False Statements.**

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an proposal, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

**ii. 1-21-020 Aiding and Abetting.**

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

**iii. 1-21-030 Enforcement.**

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

**H. 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:

i. 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.

ii. 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.

iii. Successful Respondents shall establish procedures and policies to promote a Drug-free Workplace. The successful 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 successful 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.

iv. 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.

v. 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).

vi. 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.

vii. 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.

viii. (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 R.I.S.E 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.