

CITY OF CHICAGO



**REQUEST FOR PROPOSALS (RFP) FOR
Shelter Diversion Pilot RFQ# 8165**

ISSUED BY:

CITY OF CHICAGO DEPARTMENT OF FAMILY AND SUPPORT SERVICES

All proposals must be submitted via the eProcurement system.

<http://www.cityofchicago.org/eprocurement>

Questions concerning the RFP should be directed to:

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Section 1 - Purpose of RFP and Scope of Services

RFP Summary:

Shelter Diversion is a strategy that helps people experiencing a housing crisis quickly identify and access safe alternatives to shelter. Through the Shelter Diversion Pilot RFP, DFSS seeks a coordinating agency and Diversion Specialists to pilot a systemwide rollout of shelter diversion. Applicants may propose to provide one or both of these roles and join DFSS in a collaborative partnership to implement shelter diversion across Chicago. All selected delegates will be expected to work together, led by the coordinating agency to achieve systemwide shelter diversion rollout.

A. Organizational background

Department Mission and Priorities

As the City of Chicago's primary social services funder 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. 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.

Homeless Services Division Priorities

The DFSS Homeless Services Division seeks to create an effective crisis response system that prevents homelessness whenever possible and rapidly returns people who experience homelessness to stable housing. The Division does this by supporting a range of services and infrastructure for people experiencing (or at risk of) homelessness including prevention, shelter, outreach and engagement, housing supports, and system planning/coordination efforts. The Division also works closely and collaboratively with the Chicago Continuum of Care (CoC), the CoC's designated Collaborative Applicant (All Chicago), the CoC's Coordinated Entry System, other City agencies, and community-based organizations to coordinate across the broader ecosystem of homeless services in the City towards the ultimate aim of preventing and ending homelessness in Chicago.

DFSS is committed to working with its partners to build and advance equity goals, with the recognition that identifying and addressing systemic racism and inequity within homeless services, programs, and policy is critical to our goal of preventing and ending homelessness.

For further information about these and the other opportunities offered through the Department of Family and Support Services, please visit the DFSS website: www.cityofchicago.org/fss.

B. Program description

Goals of this RFP

The ultimate goal of Shelter Diversion is to end someone's experience of homelessness as quickly as possible while empowering them to regain control over their situation. This limits the trauma of homelessness on the individual or family and keeps limited shelter beds available for those most in need. Through this RFP, DFSS's goal is to build a network of well trained diversion experts who are supported by system level infrastructure that includes management, training and access to funds.

Shelter Diversion is an intensive, short-term intervention narrowly focused on families and individuals at the point they request or first enter shelter. A shelter diversion intervention should take no more than fourteen days. Clients may stay in shelter or in other housing during this time. Shelter Diversion elevates creative problem solving and conflict resolution to empower people experiencing a housing crisis to find an immediate alternative to shelter and return to more stable housing. Through a strengths based conversation, facilitated by a Diversion Specialist, individuals and families seeking shelter are supported in identifying immediate alternate housing arrangements and, if necessary, connections with services and financial assistance. **Shelter diversion does not act as a barrier to shelter.**

For additional information on the distinct role of shelter diversion in the array of services that prevent and end homelessness, please review The National Alliance to End Homelessness - Shelter Diversion explainer: <https://endhomelessness.org/resource/diversionexplainer/>.

Current state and priorities for improvement

In June of 2018, the Chicago CoC started a Diversion workgroup to provide a roadmap for effective and appropriate shelter diversion activities that quickly connect individuals and families with alternate housing arrangements and community services. In 2019, the workgroup laid the ground work for a system wide diversion strategy rollout. The workgroup identified system entry points, Diversion Specialist roles and responsibilities, a screening tool and process, trainings, resources, a method for tracking performance and outcomes, a strategy to build buy in, and an approach to build diversion into current practices.

Also in 2019, Catholic Charities Youth Diversion Specialist reported that there was a 94% success rate with diverted young adults gaining stability and remaining out of the shelter system for at least 30 days after the assistance. The Cleveland Mediation Center (CMC), a national leader in shelter diversion, came to Chicago in January 2019 to provide comprehensive diversion training. DFSS is leading the effort to analyze, refine, create and formalize the diversion process and solidify methods to incorporate diversion into the shelter and crisis system.

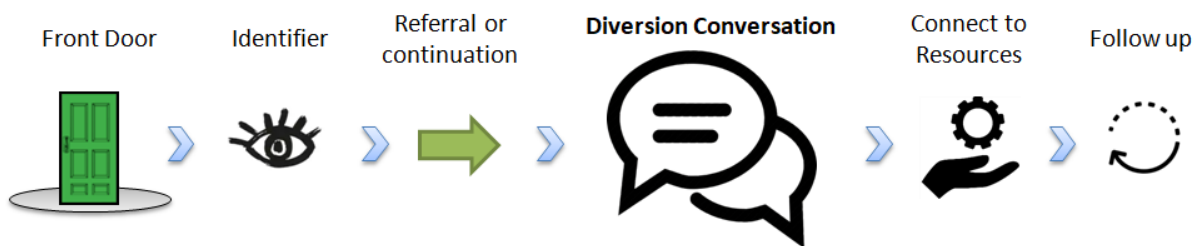
Members of the workgroup developed and tested diversion pilots at their agencies. These pilots covered a range of populations and entry points. Some lessons learned are listed below:

- A youth shelter diversion pilot initially began at a drop-in center but was found to be more effective when diversion interventions were offered at to youth at the emergency shelter.
- A shelter diversion pilot at the centralized shelter intake location was successful at initiating intentional conversations which focused on mediation and second chances, creating a trusting environment to say yes to alternate housing options.

CoC Diversion Strategy

The Diversion Implementation Workgroup approach to shelter diversion starts with identifying the "front door" or first access point to our shelter system and developing a process to identify those that could benefit from a diversion conversation. Next, each access point creates a process for referral or handoff to a Diversion Specialist. Then the Diversion Specialist will lead the individual in a strength based, creative problem solving conversation. If the individual identifies an alternative to shelter the Diversion Specialist will connect the individual to resources that will support their quick return to housing. This approach requires a systematic framework to support the diversion experts that includes training, management, resource support, and evaluation.

Simplified Diversion Process Map



Shelter Diversion Pilot

Through strategic use of CARES ACT funds, Chicago has the opportunity to pilot a robust shelter diversion practice that will have a real impact on how Chicagoans experience housing crisis and support shelter decompression efforts. Through this RFP DFSS seeks to fill the following roles:

- **Coordinating agency:** Manage systemwide shelter diversion implementation and support an iterative practice that reflects on outcomes and tests new approaches to constantly improve the diversion practice, as well as provide trainings, facilitate a learning cohort and fund administration. In addition to staff training the coordinating agency may provide training for diversion clients on topics like mediation and tenancy skills.
- **Diversion Specialists:** Staff capable of facilitating a strength based conversation that fosters creative problem solving. Ideally, a person experiencing a housing crisis should have access to a Diversion Specialist as soon as they request or enter shelter. Within Chicago's homeless response system there are 3 potential approaches to locating Diversion Specialist:
 - Shelter based Diversion Specialists - Shelter clients will have access to a Diversion Specialist who is a staff person at the shelter where they are staying. Diversion Specialists could be located at large shelters, shelters with robust community partnerships or shelter that serves a specific population identified as a target for diversion efforts.
 - Floating Diversion Specialists – Similar to the option above, clients will have access to a Diversion Specialist at the shelter where they are staying but these Diversion Specialists are not employed by a lead agency and travel from shelter to shelter.

- Diversion Specialist at centralized shelter intake - Client may meet with a Diversion Specialist at Garfield Community Service Center (CSC) or EHARC while they wait for shelter placement. **Diversion Specialists at these locations are not included in this RFP.** The Salvation Army, who operates shelter intake services at Garfield CSC and EHARC, will be part of the collaborative partnership implementing diversion in Chicago.

Applicants can apply to be the coordinating agency or to provide Diversion Specialists or both. For Diversion Specialists, applicants can propose to provide shelter based or floating Diversion Specialists or a combined approach. The coordinating agency is responsible for implementing Diversion in Chicago, agencies selected to provide Diversion Specialists must be guided by and work in partnership with the coordinating agency.

Shelter diversion will support DFSS's pandemic recovery response. Diversion will support shelter return to normal efforts by helping people experiencing a housing crisis identify and access safe alternatives to shelter, maintaining bed capacity for those who need it most. CARES Act funds will be used to build a system wide diversion practice, deploy Diversion Specialists and offer short-term assistance called rapid exit. To fully utilize CARES Act funding, diversion financial assistance will include:

- Small miscellaneous costs that can immediately resolve someone's homelessness. This assistance should be as flexible as possible and immediately accessible. Cost can include but are not limited to shoes or work uniforms; train, plane or bus fare; groceries; and small repairs. (Based on funder requirement, costs in this category may be covered by CARES Act funding or a limited DFSS cooperate fund)
- Rapid exit serves as financial support for rent, rent arrears and security deposits (similar to short term rental assistance) to help clients working with a Diversion Specialist move as quickly as possible back into housing. Rapid Exit interventions are provided to a household as soon as possible after the household request or enters shelter. Rapid Exit should be targeted to people who experience homelessness and can effectively resolve their own homelessness independently or with very limited help. By utilizing short term, strengths-based, housing-focused diversion support, rapid exits can be successful for households that would not likely be prioritized for a housing intervention such as rapid re-housing or supportive housing.

Target Population

The target population for shelter diversion overlaps the target population for shelters. DFSS seeks respondents that can serve a variety of populations or specialize in a specific subpopulation within those seeking shelter. Shelter populations by household type and gender identity are listed in the following table:

Household type	# (%) in PIT Count in 2020	Additional information from the PIT Count
Families with children	1,700 (32%)	<ul style="list-style-type: none"> ● 99% were sheltered ● Average family size was 3.4 ● 25% of families were headed by parenting youth (age 18-24)
Individuals – Men	2,672 (50%)	Among individuals:

Individuals – Women	1,251 (18%)	<ul style="list-style-type: none"> • 59% were sheltered • 37% were experiencing chronic homelessness¹
Individuals – Transgender or gender non-conforming	19 (0.4%)	

Black or African American households are disproportionately impacted by homelessness, in large part due to historical and systemic racism: Black or African American individuals make up roughly 30% of the city of Chicago’s total population, but 77% of individuals counted in the 2020 PIT Count. The population experiencing homelessness in Chicago also includes individuals in the below groups who can face particularly high barriers to services and housing:

- Persons with limited English proficiency (in recent years, Spanish and Polish speakers have been most common)
- Persons on the Sex Offender Registry (who cannot be served at many locations due to zoning and proximity to children)
- Persons with disabilities²
- Persons with justice involved backgrounds
- Persons who identify as LGBTQ+

DFSS will take into account which populations providers can serve when assembling an overall portfolio of shelter diversion services. DFSS is interested in programs that demonstrate an understanding of the unique needs of households seeking shelter and present compelling evidence that the proposed program will have a meaningful and observable impact on identifying alternatives to shelter for those target populations.

C. Program requirements

Through this RFP DFSS seeks to pilot the approach to shelter diversion outlined by the Diversion Implementation Workgroup but in a way that supports the pandemic response and fully utilizes the scope of CARES ACT funding.

DFSS recognizes that while shelter diversion is a novel approach, it builds on capacity and experience that already exists in our system. With this RFP, DFSS offers applicants the opportunity for efficiency and building collaborative partnerships. Universal program requirements and specific expectations for each role are detailed below.

Across all roles applicants must be able to:

- Quickly transition or onboard qualified staff
- Contribute to the implementation and ongoing practice of shelter diversion by participating in meetings, trainings and the iterative improvement efforts

¹ Chronic homelessness is defined by HUD as a person who has been homeless for either (1) at least one year or (2) on at least four separate occasions in the last three years where the cumulative total of the four occasions is at least one year, AND who has been diagnosed with one or more of the following conditions: disability, substance use disorder, serious mental illness, developmental disability, PTSD, cognitive impairments from brain injury, or chronic physical illness.

² According to the Americans with Disabilities Act, people with disabilities include those with significant physical or mental impairments that substantially limit one or more major life activities.

- Establish Memoranda of Understanding (MOU) or Releases of Information (ROI) with other diversion partners
- Follow requirements of the CARES Act
- Follow shelter diversion best practices established by the National Alliance to End Homelessness (<https://endhomelessness.org/resource/diversionexplainer/>) and the Cleveland Mediation Center (<https://www.clevelandmediation.org/shelter-services>).
- Follow HMIS data entry protocol and other required funder data entry protocols including STARS
- Apply client feedback and input to service delivery
- Deliver services in a way that is respectful and supportive to all individuals and households who seek shelter (Applicants for Diversion Specialist may propose to serve a specialized population like youth, older adults, new immigrants, non-English speakers, returning citizens, specialized geography etc.)
- Cross-service-area Coordination - DFSS is interested in new strategies to improve coordination across service delivery siloes to better support families and individuals. As such, DFSS reserves the right to convene and implement cross-service-area collaboration efforts with delegate agencies to better serve high-need populations.

Coordinating agency

The coordinating agency will manage the day to day implementation of systemwide shelter diversion as well as facilitate diversion trainings and a Diversion Specialist learning cohort. The coordinating agency will also administer diversion funding by acting as the centralized access point for diversion financial assistance and connection to other community resources.

- Provide system level management by coordinating the collaborative partnership of Diversion Specialists, training supports, and access to funds
- Direct and oversee the day to day operation of the diversion specialists
- Ensure shelter diversion is implemented in line with the goal and approach outline in this RFP.
- Coordinate and manage day to day diversion activities
- Act as a central point for communication and coordination
- Oversee the successful delivery of diversion services across the system
- Identify, elevating, and working with partners to resolve concerns and issues
- To support an iterative practice that reviews outcomes and tests new approaches to constantly improve
- Review diversion outcome and identify opportunity for improvement and efficiency.
- Provide system wide trainings for all levels of staff to build buy in and a shared understanding of diversion across the system at all staff levels
- Provide regularly scheduled, intensive two day Diversion Specialist training based on the Cleveland Mediation Center materials
- Establish and facilitate a learning cohort for Diversion Specialists that provides ongoing skills training for Diversion Specialists
- Process requests for financial assistance and follow funder regulations.
 - Allocate funding to Diversion Specialist to cover small miscellaneous costs that will enable someone to find a stable alternative to shelter
 - Train Diversion Specialists on allowable costs and develop a tracking process for funds.
 - Financial assistance administration for Rapid Exit including administer financial assistance for payment for security deposits and short-term financial assistance.
- Monitor funds to ensuring expenditures do not go over the program budget

- Work to bring other resources to the table (resource with fewer restrictions)
- Coordinate awareness and access to other community (networks) resources
- Approach challenging funding requests in a creative manner
- Report to DFSS and the CoC on pilot progress, challenges, and diversion outcomes as requested to meet (CARES Act) funder and departmental requirements

The focus of diversion is always on a facilitated conversation geared toward conflict resolution and creative problem solving. Diversion funds exist to support this work. Dispensing funds should not be the focus of diversion activities and diversion should not be advertised as an avenue to access resources.

Diversion Specialists

The foundation of a successful diversion practice is staff (Diversion Specialists) capable of facilitating a strength based conversation that fosters creative problem solving. **Diversion Specialists salaries must range from \$58,000 to \$62,000 annually.** Diversion Specialists must:

- Report to and follow the direction of the coordinating agency
- Identify and engage clients as soon as possible
- Facilitate and document diversion conversations
- Create individual, short term case plans
- Connect clients to community resources and financial assistance as needed
- Provide landlord, family or roommate mediation
- Conduct 30, 60, 90 day follow up assessments
- Attend the intensive diversion training and attend the and actively participate in the learning cohort
- Engage clients in an empathetic, non-judgmental way (Empathy is the intimate comprehension of another person's thoughts and feelings without adding personally held own judgment or expectations)
- Be versed in and have a commitment to use a conflict resolution approach, be client-centered and use a housing first philosophy
- Join the collaborative partnership piloting diversion in Chicago

D. Performance measures

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

- The percent of clients who have a diversion conversation and find an alternative to shelter
- The percent of clients who find an alternative to shelter and do not return to shelter for 30 days
- The percent of clients who find an alternative to shelter and do not return to shelter for 60 days
- The percent of clients who find an alternative to shelter and do not return to shelter for 90 days

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:

- Average number of days from check request from client to payment made to property owner/managers

The specific targets for the performance measures above will be established in partnership with service providers and the Chicago CoC as part of the shelter diversion implementation process. DFSS expects the performance measure to be refined as part of an iterative approach to the diversion practice.

Within this framework, DFSS is focused on continuous improvement toward the ultimate goal of Shelter Diversion which is to end someone's experience of homelessness as quickly as possible while empowering them to regain control over their situation.

In addition to the performance indicators and output metrics listed above, DFSS encourages applicants to propose additional indicators and metrics, including those that demonstrate early success and are indicative of participants' progress.

DFSS will also monitor the above metrics by race, ethnicity, gender, age, and other characteristics as appropriate to track equity in outcomes and outputs. We are committed to working with delegate agencies to monitor performance against these indicators, including establishing relevant baselines or benchmarks and sharing data with delegate agencies to assess and understand Chicago's diversion strategy. DFSS expects that performance by these metrics will vary by sub-population served, and DFSS will continue to work with the delegate community to understand the factors influencing performance and to set appropriate performance expectations based on specific programs and sub-populations. DFSS plans to track performance throughout the term of the contract and will use this information (including absolute and relative performance on metrics and improvement over time) to inform future funding decisions. DFSS therefore may add metrics in contracts as we continue to refine our approach to understanding and managing performance in upcoming contracts and over the years to come.

E. Contract management and data reporting requirements

As part of DFSS' commitment to become more outcomes-oriented, Homeless Services Division seeks to actively and regularly collaborate (such as periodic meetings) with delegate agencies to review program performance, learn what works, and develop strategies to improve program quality throughout the term of the contract. Reliable and relevant data is necessary to ensure compliance, inform trends to be monitored, evaluate program results and performance, and adjust program delivery and policy to drive improved results. 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.

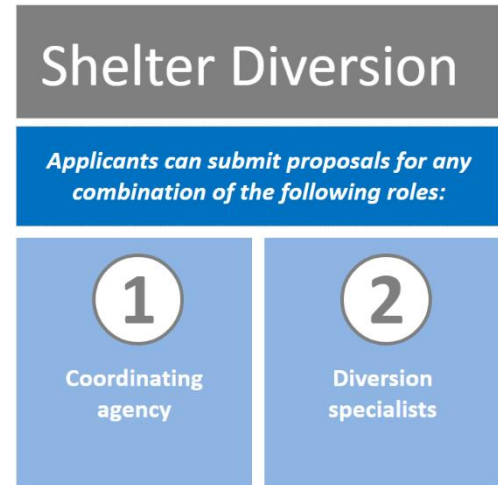
Delegate agencies must implement policies and procedures to ensure privacy and confidentiality of client records for both paper files and electronic databases. Homeless Division delegate agencies, with the exception of domestic violence organizations, must use HMIS to track data and other funder specified data tracking systems like STARS and produce required reports. Delegate agencies must have the ability to submit reports electronically to DFSS. The City's Information Security and Information Technology Policies are located at www.cityofchicago.org/city/en/depts/doi/supp_info/is-and-it-policies

F. Guidance for respondents

DFSS is seeking one coordinating agency and approximately ten Diversion Specialists. Applicants can apply to be the coordinating agency or to provide up to 10 Diversion Specialists or both. For Diversion Specialists, applicants can propose to provide shelter based or floating Diversion Specialists or a combined approach. DFSS will not award more than one shelter based Diversion Specialists position per shelter program.

Applicants may propose to provide one or both of the two roles identified in the graphic to the right. In their proposals, applicants must clearly indicate which role or roles they are proposing to fill. This information will allow DFSS to understand, compare, and select the right mix of delegates to fulfill all roles and implement citywide shelter diversion. This flexibility is intentional and will allow applicants to build partnerships to fulfill multiple roles and find opportunities for efficiency. Applicants may propose to fulfill roles through subcontracting arrangements.

DFSS reserves all rights not expressly stated in this RFP, including making no awards, awarding partial funding, or increasing funding based on budget availability, and negotiating with any respondent regarding the funding amount and other items of any contract resulting from this RFP. DFSS may also reach out to any respondents with clarifying questions about their applications if needed.



G. Anticipated term of contract and funding source

The term of contract(s) executed under this RFP will be from September 1, 2021 – September 30, 2022. 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. This contract will operate on a reimbursement basis only. No advances will be given.

This pilot is administered by the Department of Family and Support Services through CSBG and ESG CARES Act funding. Consequently, all guidelines and requirements of the Department of Family and Support Services and the funding source 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.

H. Anticipated funding

Maximum anticipated funding for September 1, 2021 to September 30, 2022: \$3,000,000.

Section 2 – Eligibility, Evaluation and Selection Procedures

A. Eligible respondents

This is a competitive process open to all entities: non-profit, for-profit, faith-based, private and public, all units of government and sister agencies. 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 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.

B. Evaluation process

Each eligible 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 will 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.

C. Selection criteria and basis of award

Selection Criteria

CRITERIA	POINTS
<u>Strength of proposed program</u> <ul style="list-style-type: none">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	40

<ul style="list-style-type: none"> • The Respondent’s proposed program is supported by a prior experience and demonstrated expertise and/or aligns with best practices for the relevant field • The Respondent demonstrates a clear understanding of the target population and their needs and challenges • The Respondent provides estimates of deliverables that are in line with the proposed program’s scope • The Respondent has experience and expertise in delivering services in an expedient manner 	
<p><u>Performance management and outcomes</u></p> <ul style="list-style-type: none"> • The Respondent demonstrates evidence of strong past performance against desired outcome goals and performance metrics and/or other notable accomplishments in providing services to the target population • The Respondent has the relevant systems and processes needed to track and report performance on program outcomes • The Respondent has experience using data to inform/improve its services or practices • The Respondent has the ability to measure impact and outcomes 	25
<p><u>Organizational capacity</u></p> <ul style="list-style-type: none"> • The Respondent has qualified staff responsible for program oversight and management • The Respondent has adequate systems and processes to support monitoring program expenditures and fiscal controls • The Respondent has adequate Human Resources capacity to hire and manage staff • The Respondent’s organization reflects and engages the diverse people of the communities it serves 	20
<p><u>Reasonable costs, budget justification, and leverage of funds</u></p> <ul style="list-style-type: none"> • The Respondent has the fiscal capacity to implement the proposed program as demonstrated by an audit and/or other financial documents • The Respondent indicates that they have the capacity to implement this program on a reimbursement basis. • 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. 	15

Basis of Award

DFSS will rate application by the selection criterial listed above. Additionally, DFSS will consider how all projects fit together to achieve a comprehensive, citywide implementation of shelter diversion and fit into the system of care that supports Plan 2.0, the DFSS Homeless Services Division strategic priorities, and aligns with standards set forth by federal funding partners. DFSS will make awards that ensure an adequate balance across specialized populations (age, geography, language).

DFSS reserves the right to seek clarification of information submitted in response to this Application and/or to request additional information during the evaluation process and make site visits and/or require Respondents to make an oral presentation or be interviewed by the review subcommittee, if necessary. Failure to submit a complete proposal and/or to respond fully to all requirements will cause the proposal to be deemed unresponsive, and therefore, subject to rejection.

Selections will not be final until the City 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 department to award a grant to pay any costs incurred in the preparation of an application.

Section 3 - RFP and Submission Information

A. Pre-proposal webinar

A Pre-Proposal Webinar will be held on **July 15, 2021, 1:30 p.m. – 3:00 p.m.** Attendance is not mandatory but is advised.

Please register prior to the webinar's start using this link:
<https://register.gotowebinar.com/register/3112599086972473099>

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.

B. The e-Procurement system

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. 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
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 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 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:** CustomerSupport@cityofchicago.org
- **Questions on eProcurement for Delegate Agencies including:** CustomerSupport@cityofchicago.org or contact the eProcurement hotline at 312-744-4357 (HELP)
- **Online Training Materials:** <https://www.cityofchicago.org/city/en/depts/dps/isupplier/online-training-materials.html>

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

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 CustomerSupport@cityofchicago.org to receive more specific advice and troubleshooting.

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. Contact person information

Respondents are strongly encouraged to submit all questions and comments related to the RFP via e-mail.

For answers to program-related questions please contact:

Christine Riley, Director of Homeless Prevention, Policy and Planning

Phone: 312-746-8610

Email: christine.riley@cityofchicago.org

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

Julia Talbot: Julia.Talbot@cityofchicago.org, 312-743-1679 and

OBM: CustomerSupport@cityofchicago.org or 312-744-4357 (HELP)

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 those Respondents who are awarded contracts 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, the Illinois Department of Aging via the Older Americans Act funds, Title III E. Consequently, all guidelines and requirements of the Department of Family and Support Services, the State Illinois, and the Older Americans Act 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 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 the Agreement.

1) 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; \$500,000 disease-policy limit; and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

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

2) Commercial General Liability (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: All premises and operations, hospitals and clinics if applicable, independent contractors' products/completed operations, separation of insureds, defense, and contractual liability (**not to include Endorsement CG 21 39 or equivalent**).

The 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 the Provider 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.

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

3) 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.

4) 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 by the Provider 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 and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis.

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

5) Excess/Umbrella

Excess/Umbrella Liability Insurance 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. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Provider may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections E.1, E.2, E.3 and E.4 herein.

6) Professional Liability

When any program/project manager, administrator, case manager, or any other professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained or cause to be maintained, with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work or services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Miscellaneous Medical Professional Liability

When any medical practitioners, technicians or self-employed practitioners including physicians, dentists/dental professionals, psychiatrist/psychologists, therapists, nurse practitioners and medical laboratories perform services in connection with the Agreement, Miscellaneous Medical Professional Liability Insurance must be maintained or cause to be maintained, covering acts, errors, or omissions related to the supplying of or failure to supply medical services or health care services with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede commencement of services by the medical professionals under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

When any other miscellaneous medical professionals including nursing professionals, nutritionists, public health aids, dental hygienists, certified medical assistants/clerks, pharmacy and social workers perform services for Provider must maintain limits of not less than \$2,000,000 with the same terms in this subsection.

8) Valuable Papers

When any media, data, reports, records, charts, medical and/or laboratory records, test results, files, x-rays and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the re-creation and reconstruction of such records.

9) Property

Provider is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Provider.

10) Additional Requirements

Evidence of Insurance: Provider must furnish the City of Chicago, Department of Family and Support Services, 2nd Floor, 1615 W. Chicago Ave. Chicago, IL. 60622 and if applicable, Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, IL. 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, 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, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Provider, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Provider must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Provider for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance: Failure of the Provider 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 the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal: Provider must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

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

Waiver of Subrogation: Provider hereby waives its rights and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City received a waiver of subrogation endorsement for Provider's insurer(s).

Providers Insurance Primary: All insurance required of Provider under this Agreement shall be endorsed to state that Provider's insurance policy is primary and not contributory with any insurance carrier by

the City.

No Limitation as to Provider's Liabilities: The coverages and limits furnished by Provider in no way limit the Provider's liabilities and responsibilities specified within the Agreement or by law.

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

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

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

Joint Venture or Limited Liability Company: 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 Provider: If Provider desires additional coverages, the Provider will be responsible for the acquisition and cost.

Insurance required of Subcontractors: Provider shall name the Subcontractor(s) as a named insured(s) under Provider's insurance or Provider will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance and Professional Liability Insurance, Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Provider. Provider shall 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. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Provider's liability or responsibility.

City's Right to Modify: Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office 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.