



Delegate Agency Solicitation #9379 (RFP)

Diverse Learners Recovery Fund

Specification Number:1267806

Required for use by: OFFICE FOR PEOPLE WITH DISABILITIES

Bid/Proposal Submittal Date and Time: 12:00 PM Central Time, 08-JUL-2023

Deadline for Questions:

Buyer: ROMASANTA, JOCELYN

Email Address: Jocelyn.Romasanta@cityofchicago.org

Phone Number: 3127465743

Pre-Solicitation Conference Date and Time: 10:00 AM Central Time, 01-JUN-2023

Pre-Solicitation Conference Location:

<https://us02web.zoom.us/j/83777971761?pwd=KzhoUIJKS1B6aUZVVkNmY0lGMzUwUT09> Meeting ID:
837 7797 1761 Passcode: MOPD One tap mobile +13126266799,,83777971761#,,,,*072612# US (Chicago)

Site Visit Date & Time: N/A

Site Visit Location: N/A

Please submit your response to:

<http://www.cityofchicago.org/eProcurement>
iSupplier vendor portal registration is required.
Allow 3 business days to complete registration.

LORI E. LIGHTFOOT
MAYOR

RACHEL M. ARFA
Commissioner

Specification Number: 1267806

Type of Funding:

Title: Diverse Learners Recovery Fund

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1 Header Information**1.1 General Information**

Title	Diverse Learners Recovery Fund		
Description	Diverse Learners Recovery Fund		
Preview Date	Not Specified	Open Date	12-MAY-2023 15:00:00
Close Date	12:00 PM Central Time, 08-JUL-2023	Award Date	Not Specified
Time Zone	Central Time	Buyer	ROMASANTA, JOCELYN
Quote Style	Blind	Email	Jocelyn.Romasanta@cityofchicago.org
Event	Delegate Agency	Outcome	Delegate Agency Blanket Agreement

1.2 Terms

Effective Start Date	Not Specified	Effective End Date	Not Specified
Ship-To Address	048-2005B CH 104 121 N. LA SALLE ST. ROOM 104 Chicago, IL 60602 United States	Bill-To Address	048-2005B CH 104 121 N. LA SALLE ST. ROOM 104 Chicago, IL 60602 United States
Payment Terms	IMMEDIATE	Carrier	
FOB		Freight Terms	
Currency	USD (US Dollar)	Price Precision	Any
Total Agreement Amount (USD)	Not Specified	Minimum Release Amount (USD)	Not Specified

1.3 Requirements

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

Contact
Contact E-mail Address Provide your answer below
Contact Type Provide your answer below
Organization Information
Legal Organization Name Provide your answer below
Address Provide your answer below
City Provide your answer below
State Provide your answer below

Organization Information
<p>Zip Code</p> <p>.....</p> <p>Provide your answer below</p>
<p>County</p> <p>.....</p> <p>Provide your answer below</p>
<p>Organization Telephone Number</p> <p>.....</p> <p>Provide your answer below</p>
<p>Federal Employer Identification Number</p> <p>.....</p> <p>Provide your answer below</p>
<p>Unique Entity Identifier Number</p> <p>.....</p> <p>Provide your answer below</p>
<p>Head of Agency Name</p> <p>.....</p> <p>Provide your answer below</p>

Organization Information
Head of Agency Title Provide your answer below
Head of Agency Contact Telephone Number Provide your answer below
Head of Agency E-mail Contact Provide your answer below
Website Address Provide your answer below
Years Org. Established Provide your answer below
Requested Grant Amount Provide your answer below
Has your agency ever contracted with the City of Chicago or another government entity before?

Organization Information
..... Provide your answer below
Please list any agencies that you partner with or subcontract to meet the requirements of this RFP. Provide your answer below
Please attach your agency's organizational chart and bios for senior staff with direct oversight into the program. Provide your answer below
Please attach signed letters of intent from subcontracted partners. Provide your answer below
Please attach proposed workplan. Provide your answer below
Please attach proposed staffing plan. Provide your answer below
Please attach a list of technology systems or applications that will be used in the fund and status of

Organization Information
procurement. Provide your answer below
<u>Required for contracting:</u> Application can be reviewed but agency must provide before contracting. Please attach the following: Liability Insurance* Board Member Identification* SAM Certification* Certificate of Good Standing* Bylaws and Articles of Incorporation* Financial Statement* IRS Determination Letter Provide your answer below
Please attach Budget Form Provide your answer below
Please attach Budget Narrative Provide your answer below
City of Chicago compliance acknowledgement must be acknowledged. Provide your answer below
Conflict of Interest Provide your answer below

Organization Information
<p>Please confirm that you are able to provide all services across the entire city of Chicago.</p> <p>.....</p> <p>Provide your answer below</p>
RFP Deadline
<p>PLEASE NOTE: Please do not wait until the RFP deadline time to submit your proposal. RFPs not submitted due to the system closing at the RFP deadline will not be accepted under any circumstances. Please allow enough time so that any technical issues can be addressed directly with the eprocurement help desk. The RFP will automatically close at the deadline regardless if you are working in the system.</p> <p>.....</p> <p>Type No Response Required</p>
Community Involvement
<p>What is your agency's prior experience providing services to and/or conducting outreach to the target population (K-12 students with disabilities and their parents)? Please cite outreach and outcome metrics where available. If relevant, you may include experience and data from subcontracted partners.</p> <p>.....</p> <p>Provide your answer below</p>
<p>How have you incorporated accessibility practices into your service locations and programs? Please share at least two examples and describe your organization's familiarity with the accessibility requirements and guidelines within the Americans with Disabilities Act. If relevant, you may include experience and data from subcontracted partners.</p> <p>.....</p> <p>Provide your answer below</p>
<p>How has your agency demonstrated progress and/or commitments to diversity, equity, inclusion, and accessibility in your internal operations? Please share specific policies, initiatives, and outcomes from the past 5 years, including employee and leadership composition.</p> <p>.....</p> <p>Provide your answer below</p>
Strength of Proposed Program
<p>Program Management: Please submit, as an attachment, a proposed timeline and workplan that incorporates the deliverables outlined in the RFP, plus key public-facing milestones such as the launch</p>

Strength of Proposed Program
<p>application or when first payments would be distributed, Here, describe at least 3 risks or dependencies to implementing on the timeline proposed, and your proposed steps or alternatives to mitigate those risks. What guidance or commitments do you need from MOPD to help you meet the proposed timeline?</p> <p>.....</p> <p>Provide your answer below</p>
<p><u>Technology Systems:</u> Please describe how you will provide an online application with website or portal, and other technology systems you plan to build, customize or deploy to administer the fund across the 6 core functions. Which of these digital tools, systems or platforms are already in use, and which would be newly built or adapted for the fund?</p> <p>.....</p> <p>Provide your answer below</p>
<p><u>Outreach and Recruitment:</u> Please describe how you intend to meet the stated outreach and recruitment objectives for the fund, including in-person, Spanish-language, and accessible events. Which activities will be led by staff (including subcontractors) and which will be coordinated with community partners? What outreach strategies have been effective in the past programs to reach the target population? Cite data where available.</p> <p>.....</p> <p>Provide your answer below</p>
<p><u>Applicant Experience:</u> Please describe your proposed approaches to minimizing application accessibility. For example, how might you simplify paperwork requirement to demonstrate eligibility for the fund? What barriers to application accessibility do you anticipate for the target population, based on past experience? Please describe specific strategies you plan to use in application design and application assistance.</p> <p>.....</p> <p>Provide your answer below</p>
<p><u>Applicant Verification & Selection:</u> How do you propose to efficiently and accurately manage the application review selection, and payment approval process? Please share any strategies you plan to use to automate aspects of verification (such as form logic), and/or to ensure quality of human review (such as quality-control checks, review team roles and audit processes). Please also describe your proposed selection methodology that reflects the prioritization criteria.</p> <p>.....</p> <p>Provide your answer below</p>

Strength of Proposed Program
<p><u>Payment:</u> What payment options will you be able to offer the fund recipients? Please describe any fees associated with each option, including how your organization plans to offset those costs in order to maximize the amount received by each recipient. Please also describe a proposed payment approval schedule for the fund.</p> <p>.....</p> <p>Provide your answer below</p>
<p><u>Customer Experience:</u> Please describe your agency's past experience providing customer support to clients, including which systems and processes you will use to organize and manage inbound requests and monitor responsiveness and customer issues. How will you incorporate accessibility practices in customer communication and support?</p> <p>.....</p> <p>Provide your answer below</p>
<p>Organizational Capacity</p> <p>How will you protect the personal identifying information of the fund's applicants safely and securely store their application data? Please describe existing tools, systems or protocols in place, certifications met, and data access procedures or staff.</p> <p>.....</p> <p>Provide your answer below</p>
<p>Please submit, as an attachment, your proposed staffing plan for the fund, including key responsibilities, reporting and management structure, and which staff are existing (note time allocation to the project) or need to be hired. Include staffing for any subcontracted partners. Here, describe your strategy for filling necessary positions in a timely manner and your expected timeline to become fully staffed. If applicable, please describe any past direct experience with either administering cash assistance or scholarships or with administering a public benefit program.</p> <p>.....</p> <p>Provide your answer below</p>

Organizational Capacity

Please describe how your organization will ensure adequate fiscal monitoring in programs and record-keeping on program expenditures and payments to approved grant recipients. What systems, processes and controls do you have in place?

.....
Provide your answer below

Please describe how you leverage data to identify areas for improvement in programs and services, and tell us about a specific time your organization made a programmatic changes on data, plus the results of that change.

.....
Provide your answer below

Please describe how your organization's current financial position and capacity to expend fund prior to reimbursement.

.....
Provide your answer below

Budget Justification

Please submit a proposed program budget and budget narrative. Why do you consider your program costs to be reasonable, given the nature of services provided and the program requirements? What existing organizational resources are applying towards the administrative costs of implementation?

.....
Provide your answer below

1.4 Attachments

Name	Data Type	Description
ATTACHMENT 01: RFP Supplemental Document	File	

1.5 Response Rules

- ☐ Solicitation is restricted to invited suppliers
☒ Suppliers are allowed to respond to selected lines
☒ Suppliers are allowed to provide multiple responses

Specification Number: 1267806

Type of Funding:

Title: Diverse Learners Recovery Fund

- ☐ Buyer may close the solicitation before the Close Date
- ☐ Buyer may manually extend the solicitation while it is open

2 Price Schedule**2.1 Line Information**

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

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

2.2 Line Details**2.2.1 Line 1 0005 - Personnel**

Category	94855.DA.	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.2 Line 2 0044 - Fringe Benefits

Category	94855.DA.	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.3 Line 3 0100 - Operating/Technical

Category	94855.DA.	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.4 Line 4 0140 - Professional and Technical Services

Category	94855.DA.	Start Price (USD)	Not Specified
Shopping Category	Not Specified	Target Price (USD)	Not Specified
Minimum Release Amount (USD)	Not Specified		
Estimated Total Amount (USD)	Not Specified		

2.2.5 Line 5 0200 - Travel

Category **94855.DA.**
Shopping Category **Not Specified**
Minimum Release **Not Specified**
Amount (USD)
Estimated Total **Not Specified**
Amount (USD)

Start Price (USD) **Not Specified**
Target Price (USD) **Not Specified**

2.2.6 Line 6 0300 - Materials and Supplies

Category **94855.DA.**
Shopping Category **Not Specified**
Minimum Release **Not Specified**
Amount (USD)
Estimated Total **Not Specified**
Amount (USD)

Start Price (USD) **Not Specified**
Target Price (USD) **Not Specified**

2.2.7 Line 7 0400 - Equipment

Category **94855.DA.**
Shopping Category **Not Specified**
Minimum Release **Not Specified**
Amount (USD)
Estimated Total **Not Specified**
Amount (USD)

Start Price (USD) **Not Specified**
Target Price (USD) **Not Specified**

2.2.8 Line 8 0801 - Indirect

Category **94855.DA.**
Shopping Category **Not Specified**
Minimum Release **Not Specified**
Amount (USD)
Estimated Total **Not Specified**
Amount (USD)

Start Price (USD) **Not Specified**
Target Price (USD) **Not Specified**

2.2.9 Line 9 0999 - Other

Category **94855.DA.**
Shopping Category **Not Specified**
Minimum Release **Not Specified**
Amount (USD)
Estimated Total **Not Specified**
Amount (USD)

Start Price (USD) **Not Specified**
Target Price (USD) **Not Specified**

CITY OF CHICAGO



REQUEST FOR PROPOSALS (RFP) FOR Diverse Learners Recovery Fund RFQ# 9379

**ISSUED BY:
CITY OF CHICAGO MAYOR'S OFFICE FOR PEOPLE WITH DISABILITIES**

All proposals must be submitted via the eProcurement system.

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

Questions concerning the RFP should be directed to:

Jocelyn Romasanta
Disability Specialist II
Mayor's Office for People with Disabilities
Central West Community Center
2102 West Ogden Avenue
Chicago, Illinois 60612
312-744-5581
Jocelyn.Romasanta@cityofchicago.org

**LORI E. LIGHTFOOT
MAYOR**

**RACHEL ARFA
COMMISSIONER**

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Section 1 - Purpose of RFP and Scope of Services

The Mayor's Office for People with Disabilities (MOPD) seeks a nonprofit charitable organization to administer the 2023 Diverse Learners Recovery Fund, which will provide up to 11,500 income-eligible students with disabilities with a one-time, unrestricted \$500 cash assistance grant to increase access to out-of-school-time programs, services and supports that were affected by the COVID-19 pandemic. MOPD seeks organizations who have experience conducting outreach and eligibility assessments for programs serving young people with disabilities and can administer large volume direct cash assistance grants.

Background: COVID-19 Effects on Diverse Learners and their Families

The COVID-19 pandemic created prolonged periods of uncertainty, turbulence and changes in educational delivery that adversely affected all students. While all students experienced setbacks in academic progression and development, the pandemic's effect on schools served to widen preexisting disparities in education, including for diverse learners. In June 2021, the US Department of Education released a report on the pandemic's impacts on students and observed that elementary and secondary students with disabilities experienced significant disruptions to their education and related aids and services required to support their academic progress and prevent regression.¹

In 2022, the National Assessment of Educational Progress (NAEP) conducted a trend assessment for age 9 students in their mathematics and reading scores and found that between 2020 and 2022, while reading and math scores dropped overall, the score decrease was particularly pronounced for students with disabilities, who also had a lower baseline score. For age 9 students with disabilities, reading scores dropped by 7 points from 187 to 180 (compared to 5 points from 225 to 220 for students without disabilities) and mathematics scores dropped by 8 points from 215 to 206 (compared to 7 points from 245 to 238 for students without disabilities).²

Anecdotal data illustrates how COVID-19 related classroom disruptions, including remote learning, masking, and staff shortages, have created particular stress and financial strain on families of diverse learners, who had to scramble to secure disability-appropriate childcare, educational aids and after-school activities. Students with disabilities struggled to access online resources, participate in virtual classrooms, and connect meaningfully with teachers and peers; they also lost access to needed specialized instruction and related services and supports that were provided in classrooms. These disruptions shifted pressure to parents to find disability-appropriate childcare, services and after-school activities, or reduce work hours themselves to provide care.

While Chicago-level data in the NAEP assessment did not show a statistically significant change in reading or math scores for either 4th or 8th grade students with disabilities, in 2022 the Chicago Public Schools' Office of Diverse Learners Services and Supports (ODLSS) began offering Recovery Services to all students who were enrolled in CPS through June 2021 and had an IEP or 504 plan at the time. Eligible students may schedule an assessment meeting, and if it is determined that the student experienced minimal growth, stagnation, or no progress since March 2020, they were eligible to receive recovery services. However, no comparable program is available to Chicago students enrolled outside of CPS.

¹ ["Education in a Pandemic: The Disparate Impacts of COVID-19 on America's Students"](#). US Department of Education, June 2021.

² [NAEP Long-Term Trend Assessment Results: Reading and Mathematics](#). National Assessment of Educational Progress, September 2022

A. Organizational background

Department Mission and Priorities

The goal of City of Chicago Mayor's Office for People with Disabilities (MOPD) is to foster accessibility, full participation, and equal opportunities for people with disabilities, in all aspects of life, through systemic change, information and referral, employment, education and training, public policy, and direct services. MOPD works to ensure that the rights of the disability community are equitably represented in all City services, programs, initiatives, and policies. MOPD is striving to make Chicago a world-class, disability-friendly city.

For further information about services and opportunities offered through MOPD, please visit:

<https://www.chicago.gov/city/en/depts/mopd.html>

MOPD Commitment to Accessibility

MOPD works with City of Chicago departments and sister agencies to ensure that programs and services are accessible to Chicago residents, and is committed to ensuring that anyone with a disability can participate. Specifically for this program, this includes ensuring an accessible application process, accessible outreach and communications for all disabilities, including both physical and communication access.

City of Chicago's Definition of Equity

DEFINITION: The City of Chicago defines equity as both an outcome and a process.

As an outcome equity results in fair and just access to opportunity and resources that provide everyone the ability to thrive. Acknowledging the present and historical inequality that persist in our society, equity is a future state we strive to create where identity and social status no longer predestine life outcomes.

As a process, equity requires a new way of doing business: one that (1) prioritizes access and opportunities for groups who have the greatest need; (2) methodically evaluates benefits and burdens produced by seemingly neutral systems and practices; and (3) engages those most impacted by the problems we seek to address as experts in their own experiences, strategists in co-creating solutions, and evaluators of success.

Racial equity focuses on the social construction of race and how it has been used (historically and presently) to unjustly distribute opportunity and resources based on a person's skin color, heritage, ethnicity, and/or national origin. Advancing racial equity requires an analysis of systemic racism inclusive of the ways harm is created at the individual, interpersonal, institutional, and structural levels. It also requires a commitment to dismantling systems that perpetuate racialized outcomes and rebuild systems that produce systemic inclusion.

The concept of equity in disability is to understand the individual needs of each person – and to offer a different level of support, so that each person can reach the same outcomes as others. Moreover, disability inclusion means understanding the relationship between the way people function and how they participate in society, and making sure everybody has the same opportunities to participate in every aspect of life to the best of their abilities and desires.

B. Program description

Fund Objectives

The City of Chicago has authorized a \$5 million fund within the Chicago Recovery Plan to provide financial assistance to families of K-12 students with disabilities (also known as “diverse learners”), in recognition of the disproportionate negative economic impact that the COVID-19 pandemic had on these students and their families, who already face additional costs to provide the physical, therapeutic and educational supports their children require. The source of funds is federal State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act.

The purpose of the Diverse Learners Recovery Fund is to provide unrestricted \$500 cash assistance grants to up to 8,000 income-eligible students with disabilities (with a maximum benefit of \$1,000 per family). MOPD, the administering department, seeks a nonprofit charitable organization to serve as the Program Administrator delegate agency and execute all core functions of the fund. The fund is partially modeled after the Chicago Families First Fund from late 2021, which provided \$500 microgrants to more than 11,000 housing-insecure CPS students.

Cash assistance will provide the families with flexibility to catch up on bills/debts and fund additional childcare, therapeutic services and afterschool or summer programs for their children with disabilities. While the grants will have no restrictions on use, the intention of the financial assistance is to increase access to disability-appropriate out-of-school-time programs, services and supports that meet the unique needs of the student. MOPD intends to help families identify and access trusted programs and services for children with disabilities by providing a recommended list of providers.

MOPD envisions a fund that incorporates best practices and principles from other cash assistance and disability services programs, including:

- Minimizing barriers to application. The application design, outreach activities and support provided to applicants should consider equity, accessibility, and barriers to awareness and engagement with the application process.
- Enabling choice and flexibility. In addition to no-strings cash assistance, MOPD seeks a program administrator who will offer families and students choices throughout the fund lifecycle, from application to payment receipt.
- Accessibility at all stages. Accessibility should be integrated into the design and execution of this program at all stages including provision of information about the program, website, application process and communications. Examples of integral accessibility include but are not limited to: ensuring that website content is accessible for individuals who are blind/low vision, materials available with captioning and ASL interpretation, audio description or other descriptive audio documents detailing application and information, documents in plain language, and accessible venues for any/all events including outreach and information sessions.
- Language access. Content materials and customer support should be made available in American Sign Language and in Spanish; additional efforts should be made to provide language access in the City’s other most commonly spoken languages if possible, such as Chinese and Polish.³

³ [“Dozens of languages spoken in Chicago homes reflect city’s wide-ranging diversity”](#), WBEZ, updated December 1, 2022.

Target Population

For the purposes of the fund, the terms “students with disabilities” and “diverse learners” may be used interchangeably to describe K-12 students with a recognized disability under the Americans with Disabilities Act.

Within the Chicago Public Schools (CPS), 21 percent of K-12 students (~68,700) have a disability, and 16 percent of K-12 students (~52,900) have an Individual Education Plan (IEP) for their disability. Not all students with disabilities are enrolled in the public school system, with some enrolling in private schools, religious schools and therapeutic day schools. Applying the same disability percentage to the 2021 data from the Census Bureau on K-12 Chicago students enrolled in private schools, we estimate that 15,000 K-12 students enrolled in private schools may have a disability. In total, MOPD estimates that 84,000 Chicago K-12 students may be considered diverse learners.

Within the Chicago Public School system, students with disabilities receive specialized instruction, supports or accommodations in compliance with the federal Individuals with Disabilities Act (IDEA) and section 504 of the Rehabilitation Act that is documented in an Individualized Education Plan (IEP) or 504 plan. Outside of the Chicago Public School system, schools may receive students with IEPs or otherwise design an Individual Support Plan (ISP).

Disability is defined by the Americans with Disabilities Act, which states that the ADA prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. The ADA defines a person with a disability as an individual who has a physical or mental impairment that substantially limits one or more major life activities, has a history or record has a history or record of such an impairment, or is perceived by other as having such an impairment.

For the purposes of the fund, income eligibility is defined as households with total household income less than or equal to 300 percent of the Federal Poverty Level, as set forth by the 2023 Health and Human Services Poverty Guidelines. A household is defined as a family unit that has financial responsibility for the child’s expenses and care, whether that is a single parent, two parents living separately, or a multi-generational family living under the same roof and sharing expenses.

People in household	Federal Poverty Level (100% FPL)	Household Income Limit (300% FPL)
2	\$19,720	\$59,160
3	\$24,860	\$74,580
4	\$30,000	\$90,000
5	\$35,140	\$105,420
6	\$40,280	\$120,840
7	\$45,420	\$136,260
8	\$50,560	\$151,680

Eligibility Criteria, Application and Selection Process

To be eligible to receive a grant under the Diverse Learners Recovery Fund, the student must:

- Live in Chicago
- Have household income less than or equal to 300 percent of the Federal Poverty Level (FPL) (\$90,000 for a family of four)
- Be currently enrolled in a K-12 public or private school
- Have an Individualized Education Plan (IEP), a 504 plan, Individual Support Plan (ISP), or doctor's note providing verification of a disability diagnosis that is covered under the American with Disabilities Act

Prior participation in City of Chicago COVID-related cash assistance will not be considered for eligibility. The fund will prioritize households living at or below the Federal Poverty Level (100% FPL). Up to two eligible students per household may be approved. An adult guardian will be responsible for applying to the fund and receiving the one-time \$500 grant.

The fund will be available city-wide and the Program Administrator should develop an inclusive and accessible outreach and recruitment strategy that prioritizes reaching diverse learners who are under the Federal Poverty Level (100% FPL), as well as reaching diverse learners not eligible for CPS Recovery Services (i.e., does not have IEP or 504 Plan but has a disability; enrolled in a private school).

To vet eligibility for the fund, the Program Administrator will need to verify the legitimacy of uploaded identity, residency, income, and disability paperwork. MOPD is particularly interested in Respondents who can administer scalable, automated data checks and verifications to improve the efficiency and accuracy of human application review.

Document verification may include, but is not limited to: driver's licenses; state ID; Matricula ID; passport (foreign or domestic); CityKey ID; consulate or military I.D.; recent paystubs; W-2 tax forms; 1040 tax forms; 2021 or 2022 tax filings; lease, utility, or telephone bill; bank statement; signed self-attestations; birth certificates; school enrollment records; or signed attestations from nonprofit service providers, educational institutions, or employers. All qualifying individuals and households will be eligible to apply and receive funds regardless of citizenship or immigration status. The application will not contain questions regarding an individual's citizenship or immigration status.

For household income eligibility verification, MOPD will accept as alternatives to paperwork such as 2021 or 2021 taxes, W-2s or paystubs: 1) verified enrollment in the federal Free or Reduced Priced Lunch program (FRPL), which is limited to households at 130% and 185% FPL, and 2) verified residency in a Qualified Census Tract as defined by HUD, in alignment with the Treasury's guidance on eligible beneficiaries of cash assistance under the ARP – SLFRF.

MOPD envisions administering the fund during the 2023-2024 school year in at least two rounds (one for fall, one for spring). The Respondent will be able to propose a review and selection process to determine who receives payments. For example, the Program Administrator could elect to use a first-come, first-served method to review and approve applicants for payment, or a lottery-based method to order applicants for review and approval. Whatever the method, it should incorporate the prioritization objectives stated above. MOPD prefers a lottery-based method so that households who may require additional time or support to successfully complete their application are not at a disadvantage; multiple application rounds may also be considered.

C. Program requirements

The Program Administrator will act on behalf of the City of Chicago Mayor's Office for People with Disabilities (MOPD) to successfully implement the fund end-to-end. The Program Administrator must implement six core functions of the Diverse Learners Recovery Fund:

1. **Program Management:** direct and meet the fund objectives in alignment with MOPD direction, outlined deliverables and performance metrics.
2. **Technology Systems:** develop and maintain administrative technology tool and systems necessary to support the application, verification, payment, communication, and reporting activities of the fund, including an online application portal and customer support function.
3. **Outreach and Recruitment:** design and execute a citywide outreach and recruitment plan that meets recruitment targets and prioritizes reaching students in poverty.
4. **Applicant Verification and Selection:** design, resource and execute a review and selection process that minimizes applicant burden and the time from application to decision, while limiting application fraud and meeting compliance requirements.
5. **Payment:** safely and quickly distribute grant payments with strong, auditable financial record-keeping and accounting processes.
6. **Customer Experience:** proactively and responsively communicate with the public throughout the lifecycle of the fund, such that applicants and community-based organizations (such as schools) feel well informed and supported at each step of the process.

MOPD seeks proposals from registered nonprofit charitable organizations in good standing, ideally with operations in Chicago. Respondents with existing staff and technology systems that can be redeployed to support high-quality and speedy implementation, especially those with prior experience administering cash assistance or scholarship programs, are encouraged to apply.

Services described in the RFP under the headings, "Program Management" and "Application Verification and Selection" shall be provided solely by the respondent through its own employees, not subcontractors. If the Respondent proposed using one of more subcontractors for services described in the RFP under the headings "Technical Systems," "Outreach & Recruitment" and "Payment", each subcontract shall provide that the respondent, not the subcontractor, is solely responsible for determining whether applicants are eligible to receive payments under the program. This restriction shall apply to all subcontractors, whether or not they are a nonprofit charitable organization. Subcontractors are not required to be nonprofit charitable organizations.

The selected Respondent will be expected to begin finalizing the contract upon award on a 2-3 week timeline, and to begin executing the contract upon signature. MOPD aims to launch outreach and recruitment in August 2023, and to distribute all payments by August 2024.

1 – Program Management

Direct and meet the fund objectives in alignment with MOPD direction, outlined deliverables and performance metrics. This function may not be subcontracted.

Key Responsibilities and Activities:

- Align with MOPD on timeline, deliverables, and workplan to execute the fund; manage internal and external resources against the workplan, with decision, review, and signoff checkpoints for MOPD throughout.

- Meet weekly with MOPD program staff to review project updates, metrics, troubleshoot and escalate issues; as needed, facilitate design, input and decision meetings with MOPD and City staff, program staff, and subcontracted or external partners.
- Center equity, inclusion, and accessibility in program design and implementation decisions; identify opportunities and recommend strategies to meet fund objectives, increase access, reduce participant burden, and deliver a positive and empowering experience to all applicants.
- Hire or staff a dedicated program manager at minimum 50% full-time equivalent (FTE) with oversight from a senior staff member (~5-10% FTE).
- Hire or staff an application review team of at least two full-time FTE for the duration of the application, review, and payment process, including Spanish-language support.
- Design and document the application language, application process, verification protocol, selection process, and issue resolution processes.
- Collect and monitor application metrics weekly with MOPD; conduct periodic analysis about the applicant funnel to diagnose and resolve any issues or pain points during the outreach and application review phase.
- Write and administer an accessible post-payment follow-up survey to enable MOPD to collect more feedback and insight from recipients, including use of funds.
- Complete fund close-out activities and provide final copies of deliverables, application and verification materials, and reports.
- Generate and provide ad-hoc reports or data files for necessary for audit or FOIA requests; maintain application and payment records for 5 years following conclusion.

Deliverables:

- Documented timeline and workplan for feedback and approval by MOPD
- Weekly meeting agendas and minutes including documentation of decisions, approvals and necessary follow-ups
- Service blueprint diagram that maps service actions and outbound communications to the applicant journey
- Mockups of performance dashboard and final reports for feedback and approval by MOPD
 - Dashboard must be available during the application and review period
 - Final reports to be submitted on mutually agreed-upon timeline
- Post-payment feedback survey language and instrument for feedback and approval by MOPD

2 – Technology Systems

Develop and maintain administrative technology tool and systems necessary to support the application, verification, payment, communication, and reporting activities of the fund, including an online application portal and customer support function. This function may be subcontracted.

Key Responsibilities and Activities:

- Write, design, build and host an accessible online application with website or portal that provides key information, application instructions, and help options to potential applicants.
 - The application should be usable on smartphones (iOS and Androids) and compatible with assistive screen reader and other accessible technology.
 - The website or portal should be kept up to date as developments occur, such as including the number of awards already made.
- Conduct user-testing of the application with 8-10 prospective applicants and/or outreach partners, implementing changes based on user-testing data and feedback prior to launch.

- Collect and securely host application data and documentation, including eligibility verification documentation.
- Build a system to track and manage inbound and outbound communications with applicants for application assistance, verification, approval status and payments.
 - The ideal Respondent can offer a phone and email-based helpdesk system with a feedback function to monitor customer satisfaction.
- (Desirable) Develop automated data checks and verifications to improve the efficiency and accuracy of human application review.

Deliverables:

- Clean copy of full application language (in English and Spanish)
- Accessible online application (in English and Spanish)
- If applicable, document automated data checks and verifications into final verification protocol
- Dedicated help phone number and/or email address

3 – Outreach and Recruitment

Design and execute a citywide outreach and recruitment plan that meets recruitment targets and prioritizes reaching students in poverty. This function may be subcontracted.

Key Responsibilities and Activities:

- Design and execute a citywide outreach and recruitment plan to drive at least 8,000 eligible students to apply to the fund (MOPD estimates that, based on a 70% approval rate, at least 11,500 applicants would need to be recruited to apply). While the application is open, outreach must:
 - Include in-person information or assistance events in English and Spanish, in at least 15 neighborhoods across the city, and include school-based events prioritizing high-poverty and non-CPS private schools.
 - Include at least three (3) application assistance opportunities each week with a focus on providing for a variety of accessibility needs for different disability types, for example wheelchair accessibility or American Sign Language.
 - Virtual info sessions or application assistance opportunities are also encouraged.
- Engage and coordinate outreach activities with at least five (5) community-based organizations (CBOs) who serve K-12 students with disabilities and/or their families. Events led or co-hosted by these CBOs may be counted towards the above minimums.
- Collect and report on outreach activity metrics weekly.
- Collaborate with MOPD to develop and finalize public-facing materials, digital and printed, that communicate information about the fund, eligibility criteria, and application instructions.
- Collaborate with MOPD to develop and publicize a list of trusted and recommended programs and services for children with disabilities.

Deliverables:

- Application checklist with list of accepted documentation (in English and Spanish)
- Frequently Asked Questions with answers (in English and Spanish) – ideally for inclusion on a public application website or portal as well as for outreach materials
- Info session presentation materials for community organizations and for parents

- Templated promotional language (in English and Spanish) for use in email announcements, newsletters, social media, and/or ads
- Spanish translations for any other outreach materials developed by the City

The above outreach materials should be available in a variety of accessible formats (for example: large print, which is typically 18–22-point font, electronic, braille). The City of Chicago will review for approval the primary logo or graphics, informational flyers, and social media graphics for the fund developed by the Respondent.

4 – Applicant Verification and Selection

Design, resource and execute a review and selection process that minimizes applicant burden and the time from application to decision, while limiting application fraud and meeting compliance requirements. This function may not be subcontracted.

Key Responsibilities and Activities:

- Develop and document a detailed review protocol to verify eligibility for the fund, including residency, income, school enrollment, and disability; invalidate duplicate or ineligible applicants.
- Design and implement a document recollection process and templated communications to correct for misunderstandings by the applicant and to enable applicants to update or correct documents when necessary.
- Where possible and with MOPD approval, develop alternative options for vulnerable applicants who may face barriers providing key documentations (e.g., organizational attestation or self-attestation options).
- Develop and implement a review and selection methodology that prioritizes households in poverty (at or below 100% FPL).
- Train review staff and implement a quality assurance process on eligibility determinations, including weekly audits of a random selection of approved and disqualified applicants during the review and approval phase.

Application verification will include, but is not limited to, reviewing submitted documents to confirm:

- Identity of applicant and student
- Applicant relationship to student
- Household income eligibility
- Proof of residency in Chicago
- Proof of current K-12 school enrollment
- Proof of disability, including an IEP, 504 plan, ISP, or templated doctor's note providing verification of a disability diagnosis that is covered under the American with Disabilities Act

Deliverables:

- Detailed, written verification protocol that describes how the technology system and/or staff will verify applicant eligibility for the fund and serves as an instruction manual for review staff. The protocol must be approved by MOPD prior to application launch.
- Documented selection methodology for approval by MOPD (may be incorporated into verification protocol).
- Documented process, templates and caps for alternatives to documentations for vulnerable applicants (may be incorporated into verification protocol).

- Documented self-audit process during eligibility determinations and post-payment.

5 – Payment

Safely and quickly distribute grant payments with strong, auditable financial record-keeping and accounting processes. This function may be subcontracted.

Key Responsibilities and Activities:

- Request, record, and reconcile payments on a monthly basis, working with MOPD to meet invoice, voucher and record-keeping requirements from the Department of Finance.
- Accurately, safely, and securely disburse payments to approved applicants.
 - At least two payment options should be offered, such as prepaid debit card, check, ACH, or digital apps such as PayPal, Venmo, or CashApp.
 - Respondents are encouraged to use payment methods with low fees and to minimize costs of distribution, such as by using electronic or staffed pickup sites instead of mailing cards or checks.
- As applicable, validate receipt or redemption of grant funds and work with recipients to replace damaged or lost cards or checks as necessary.

Deliverables:

- Monthly and final payment reports with performance metrics, including a record of issues or irregularities that arose with payments and their resolution.

6 – Customer Experience

Proactively and responsively communicate with the public throughout the lifecycle of the fund, such that applicants and community-based organizations (such as schools) feel well informed and supported at each step of the process. This function may not be subcontracted.

Key Responsibilities and Activities:

- Participate in MOPD-provided staff training on common communication services that individuals with disabilities may use, including the Video Relay Service (VRS), text to speech relay, and text message options.
- Provide proactive and timely application and payment status communications to all applicants and grant recipients, using at least two platforms (email, text, phone call or other accessible communication channel).
- Provide responsive customer support and technical assistance to applicants, troubleshooting or resolving problems and concerns as required.
- Staffing for customer support, which may be a part of review team responsibilities, should include Spanish-language capabilities at a minimum, with additional language support desirable.

Deliverables:

- Applicant-facing scripts aligned with the service blueprint, such as confirmation of application submission, document recollection requests, and other automated or templated responses

Service Coordination

MOPD recognizes that many individuals with disabilities and their families may experience barriers when trying to access available services. MOPD is interested in supporting strategies to improve coordination across service delivery silos to improve access outcomes. We have identified some coordination practices that we encourage delegates to incorporate as appropriate, including:

- Identifying clients who experience barriers in independently accessing other resources they need and providing a higher level of coordination and 1-1 support to those clients, including a shortlist of referrals;
- Using warm handoff strategies when making referrals, such as making a specific action plan for the client's next steps to follow through on the referral, assisting clients in communicating with service providers to schedule an appointment, accompanying clients to intake appointments, or helping to advocate or explain a client's disability accessibility needs (with consent);
- Working proactively with service providers after referrals to help clients overcome barriers to engagement and retention, which will result in long term increased access.

MOPD recognizes that these strategies may often fall outside of the core responsibilities of program staff, and successful implementation may require sustained attention from supervisors and organizational leaders. MOPD reserves the right to convene delegate agencies to provide additional support in implementing service coordination efforts.

D. Performance measures

As part of our commitment to managing by outcomes, MOPD seeks to actively collaborate with the delegate through weekly meetings to review progress against milestones, outreach and application metrics and issues, and co-develop strategies to support implementation quality throughout the term of the contract. Reliable and relevant data are necessary to ensure compliance, catch issues, evaluate program results and performance, and adjust fund delivery and policy to drive improved results.

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

- Outreach efficacy: number of weeks it takes to recruit \$8000 eligible applicants.
- Applicant experience:
 - Median minutes to complete and submit the full application. Benchmarks from other City cash assistance programs in the Chicago Recovery Plan include median completion times from 27 to 56 minutes.
 - Customer support satisfaction ratings (if available)
- Verification efficiency: median days from application submission to first contact from the review team to final award decision.
- Equity & inclusion: composition of applicant demographics, particularly race & ethnicity and types of disabilities, will be benchmarked against CPS data on students with IEPs
- Equity: portion of awards that are made to households living in poverty
- Payment accuracy: percent of payments that are successfully delivered; percent of payments that need to be canceled or re-issued

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

- Progress against workplan and agreed-upon deliverables and deadlines
- Weekly and total count of in-person and virtual outreach and assistance events
 - Geographic distribution by community area and Ward
 - Count/portion offered in Spanish
 - Count/portion offered with specific accessibility needs accommodated
 - Count/portion held at schools
 - Count/portion of accessibility-focused assistance events
 - Estimated reach or attendance of outreach and assistance events
- Weekly review of applicant funnel, including:
 - Number of applications received (total and by week)
 - Number of applications reviewed (total and by week) and advanced to next step in process (document recollection or approval)
 - Number and percent of applicants requiring follow-up or document recollection
 - Number and percent of applicants deemed eligible
 - Number and percent of applicants deemed ineligible
 - Applicant composition (race, ethnicity, household income, type of disability)
- Weekly review of customer support metrics, including:
 - Number of calls or emails received
 - Most common issues raised with support staff
 - Average ticket resolution time (if available)
 - Average satisfaction rating (if available)
- Monthly count and amount of payments disbursed, by payment type
- While post-payment survey is being administered, a weekly report of the response rate and count of responses collected

A live dashboard or manually populated weekly dashboard in Excel will be accepted.

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

E. Contract management and data reporting requirements

To close out the fund, MOPD also expects the following reports in Excel no later than one month after the final payment is complete:

- Summary of applicant and recipient demographics (by race, ethnicity, grade, type of disability, community area, Ward, school)
- Summary of grants awarded
- Summary of post-payment survey results

The delegate should also be prepared to generate and submit reports for auditing purposes or to meet FOIA requests to MOPD.

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 MOPD. 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.

F. Application guidance for respondents

The Respondent's application should provide the following information for informational purposes:

- Contact information: first/last name, telephone, e-mail address, contact type.
- Has your agency ever contracted with the City of Chicago or another governmental entity before?
- Please list any agencies that will partner with or subcontract to meet the requirements of this RFP.

The Respondent should submit a single application, including the following information. In order for the Respondents' application to be accepted, all documents must be included with the application and be available for initial screening.

- Proposed subcontracted vendors or partners, and name subcontracted parties in the application.
- Organization Information: legal organization name, address, city, state, zip, county, telephone, federal identification number, DUNS number, head of agency name, head of agency title, head of agency contact telephone, head of agency e-mail, website address, year organization was established
- Proposed initial timeline and workplan including RFP-identified deliverables
- Proposed staffing plan, including:
 - Overview of planned roles and bullet-pointed responsibilities
 - For existing staff, a brief description of their current role and intended time allocation to the fund
 - Job description for any intended hires (including temporary hires)
- List of intended subcontracted partners for outreach and/or application verification, including dated letters of intent on organizational letterhead
- List of intended vendors/technology systems and status of procurement
- Requested grant amount
- Proposed budget and budget narrative to provide more detail on the costs of each category

The following information must be provided by Respondent prior to contracting:

- Liability insurance
- Board member identification
- SAM certificate? (I don't know what that is)
- Certificate of good standing
- Bylaws and articles of incorporation
- Financial Statement
- IRS Determination letter

G. Anticipated term of contract and funding source

The term of contract(s) executed under this RFP will be from [August 1, 2023 – August 31, 2024]. Based on need, availability of funds and contractor performance, MOPD may extend this term for up to two years with each extension not to exceed one year. Continued support will be dependent upon the selected Respondent's performance and the continued availability of funding. We anticipate funding one delegate agency for up to \$4,920,000 inclusive of \$4,000,000 in grants to fund recipients.

The selected Respondent will be expected to begin finalizing the contract upon award on a 2–3-week timeline, and to begin executing the contract, starting with Program Management, upon signature. MOPD aims to launch outreach and recruitment in August 2023, and to distribute all payments by August 2024.

Advances for administrative costs will be considered according to the City's advance payment policy. The Respondent is required to incur and pay expenses before seeking reimbursement from the City. However, with respect to monthly cash assistance costs only, the City will provide an alternative option. Respondents will need to indicate in their application whether or not they wish to have the ability to use this option. In this option, the grantee may ask the City, for each monthly period, to reimburse approved monthly cash assistance costs on an expedited basis. In this case, the City would transfer funds directly to one or more third parties ("Third Party Providers") engaged by the grantee to provide (a) prepaid debit cards, (b) direct bank deposits to participants and/or (c) other cash assistance disbursement methods to which the City and grantee may agree. Each Third-Party Provider would then use these funds solely to provide approved monthly cash assistance payments under the program in the applicable month. The grantee will be responsible for the accuracy of all expedited monthly cash assistance reimbursement requests, and any errors found during the City's audit of the supporting documentation will require the grantee to reimburse the City for the disallowed costs. The grantee will be required to provide supporting documentation within seven days after the City provides funding for each monthly distribution, and will be responsible for ensuring that any unexpected funds are promptly returned to the City.

This initiative is administered by MOPD with funding from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan (ARP). Consequently, all guidelines and requirements of MOPD and the US Treasury must be met. For more information about SLFRF requirements, visit <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

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

Section 2 – Eligibility, Evaluation and Selection Procedures

A. Eligible respondents

This is a competitive process open only to nonprofit charitable organizations. 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 for the Technology

Systems, Outreach and Recruitment, and/or Payment functions. 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 MOPD delegates whose existing contract(s) with MOPD 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. Selected Respondents must be able to proceed with program operations upon award notification.

B. Selection criteria and basis of award

Respondent responses will be scored using the selection criteria below.

SELECTION CRITERIA	POINTS
<p><u>Community involvement</u></p> <ul style="list-style-type: none"> • The Respondent has prior experience serving students with disabilities and parents of children with disabilities and with conducting outreach to this population. • The Respondent demonstrates understanding of accessibility requirements and guidelines (programmatic and physical) of the ADA, and has relevant capabilities and/or infrastructure to serve people with disabilities. • The Respondent demonstrates a commitment to diversity, equity, inclusion, and accessibility that is reflected in tangible outcomes. 	20
<p><u>Strength of proposed program</u></p> <ul style="list-style-type: none"> • The Respondent's proposed workplan meets the desired timeline for the fund, and includes milestones, deliverables, and approval points that drive alignment and accountability in implementation. • The Respondent can provide and maintain a technology platform to collect and store applicant data as well as facilitate accessible communication with applicants and grant recipients. The Respondent has existing vendors or systems that can be easily adapted to support the proposed program. • The Respondent's proposed outreach plan is comprehensive, equitable and includes plans to host on-site, accessible application assistance events. • The Respondent demonstrates an understanding of thoughtful application design, and proposes strategies that increase accessibility of the application and decrease administrative burdens for applicants. • The Respondent demonstrates an understanding of review methods and processes, and proposes an application verification and selection process that is fair, efficient, responsive, and provides timely decisions and payments to applicants. • The Respondent has the ability to administer payments to recipients in a timely and low-coat manner. 	48

<ul style="list-style-type: none"> The Respondent's agency demonstrates the ability to provide application and technical support to its clients using communicative, accountable, and accessible methods. 	
<u>Organizational capacity</u> <ul style="list-style-type: none"> The Respondent has taken steps to establish access protocols, data storage procedures, and other appropriate tools for data security and privacy. The Respondent has a clear staffing plan to meet the requirements and desired timeline of the fund, including through subcontractor partners. The Respondent is able to reassign or hire at least five (5) temporary staff members to address "surge capacity" to conduct outreach, application verification, and customer support activities. The Respondent has adequate systems and processes to support monitoring program expenditures and fiscal controls. The Respondent demonstrates commitment and experience using data to inform/improve its programs and services. The Respondent has the fiscal capacity to implement the proposed program. 	24
<u>Reasonable costs, budget justification, and leverage of funds</u> <ul style="list-style-type: none"> The Respondent's proposed budget supports the program scope and workplan, and demonstrates reasonable funding requests relative to existing organizational resources. 	8

Basis of Award

Each eligible proposal will be evaluated on the strengths of the proposal and scored in accordance with the selection criteria. The top scoring respondents may be invited to complete an oral presentation and Q&A with the scoring team.

MOPD 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 if necessary. MOPD reserves the right to consult with other City departments during the evaluation process.

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.

Selections will not be final until the City and the selected Respondent have fully negotiated and executed a contract. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the selected 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 June 1, 2023, 10:00 am to 11:00 am. Attendance is not mandatory but is advised.

Please register prior to the webinar's start using this link:

<https://us02web.zoom.us/j/83777971761?pwd=KzhoUIJKS1B6aUZVVkNmY0lGMzUwUT09>

Meeting ID: 837 7797 1761

Passcode: MOPD

One tap mobile

+13126266799,,83777971761#,,,,*072612# US (Chicago)

A link to the completed Webinar will be available on-line at the MOPD 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 MOPD. ***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, eProcurement, and additional technical assistance:**
CustomerSupport@cityofchicago.org or 312-744-4357 (HELP)
- **Online Training Materials (technical assistance materials and handouts):**
<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

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 may do so by **submitting each proposal under a separate, unique registered account user with online bidding responsibilities within the organization's iSupplier account, using their individual login information.**

D. 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:

Jocelyn Romasanta, Disability Specialist II

Phone: 312-744-5581

Email: Jocelyn.Romasanta@cityofchicago.org

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

MOPD: Jocelyn Romasanta at jocelyn.romasanta@cityofchicago.org

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 Brandie Knazze. 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. MOPD anticipates that payment will be conditioned on the Respondent's performance in accordance with the terms of its grant agreement. Monitoring of the delegate agency will be conducted in accordance with funding authority guidelines.

D. Funding Authority

This initiative is administered by MOPD using funds allocated through the American Rescue Act. Consequently, all guidelines and requirements of MOPD and the City of Chicago 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, Mayor's Office for People with Disabilities, 2102 W. Ogden, Chicago, IL 60612 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 or not 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 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 entitle 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.