

**CITY OF CHICAGO**



**2017-2018**

**CITY OF CHICAGO DEPARTMENT OF FAMILY AND SUPPORT SERVICES  
PERMANENT SUPPORTIVE HOUSING SERVICES:  
HOUSING SUPPORT  
FOR  
FAMILIES IN TRANSITION (FIT)**

**JULY 3, 2017**

**All proposals shall be submitted online to:**

Alisa Rodriguez,  
Deputy Commissioner, Homeless Services  
Department of Family and Support Services  
1615 W. Chicago Ave, 3<sup>rd</sup> fl.  
Chicago, Illinois 60622

The application can be accessed at:

[http://www.cybergrants.com/pls/cybergrants/ao\\_login.login?x\\_gm\\_id=5130&x\\_proposal\\_type\\_id=46128](http://www.cybergrants.com/pls/cybergrants/ao_login.login?x_gm_id=5130&x_proposal_type_id=46128)

**RESPONSES MUST BE RECEIVED NO LATER THAN  
12:00 NOON CST  
July 24, 2017**

**RAHM EMANUEL  
MAYOR**

**LISA MORRISON BUTLER  
COMMISSIONER**

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## **1. Purpose of the RFP**

The City of Chicago's Department of Family and Support Services (DFSS) is releasing this RFP to solicit interested and qualified Respondents to provide supportive services in a permanent supportive housing setting to families who have experienced homelessness. We are seeking organizations capable of providing case management and intensive services for vulnerable families experiencing homelessness who are engaged in the Housing Support for Chicago Public Schools (CPS) Families in Transition (FIT). The initiative is an unprecedented joint collaboration between the DFSS and the HomeWorks Campaign; a multi-year campaign to create affordable housing for homeless families and improve school services for homeless students in Chicago to address homelessness impacting families in the most at-risk communities. Using funds derived by the City of Chicago's surcharge on the house sharing industry, this initiative will work to connect 100 homeless families to permanent housing. This initiative will specifically target homeless students and their families attending the following CPS schools:

- Earle Elementary School,
- Ellington Elementary School,
- Howe Elementary School,
- Lowell Elementary School,
- Nicholson Elementary School, and
- Ward Elementary School.

Permanent Supportive Housing Services contracted through this RFP will prioritize referrals from the Housing Support for CPS Families in Transition program (FIT). Housing eligibility will be determined through the Coordinated Entry System's (CES) Standardized Housing Assessment. Respondents may be required to coordinate with the CES and CPS.

DFSS will allocate a total of \$437,500 for awards under this RFP for an initial contract period of August 1, 2017 – December 31, 2018. The Chicago Low Income Housing Trust Fund (CLIHTF) will provide housing subsidies for a maximum of 100 homeless families through this initiative, provided all CLIHTF requirements are met. DFSS will fund services to families at a fixed rate of \$7,500 per family per year for a maximum of 100 families. DFSS proposes to contract with multiple agencies for these services.

### **A. Background**

As the City of Chicago's primary social services provider and administrator, DFSS' mission is:

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

To that end, DFSS administers resources and provides assistance and support to a network of 300 community-based organizations.

DFSS serves as the lead agency coordinating programs for people who are homeless and funding community agencies that provide housing and supportive services to persons and families who are homeless or at imminent risk of homelessness, so that they attain or maintain safe and secure housing to achieve self-sufficiency. In 2012, a wide range of stakeholders in Chicago's Continuum of Care (CoC) developed an updated set of strategies to prevent and end homelessness: Chicago's Plan 2.0. Plan 2.0 calls for a transition of the city's homeless system from shelter-based to housing-based, with a focus on long-term solutions. To achieve this, DFSS has shifted its local, state, and federal homeless funding to support these program models, such as increasing the number of Interim Housing and Permanent Housing units while reducing the number of temporary shelter beds.

DFSS aims to continue to support programs that align with Plan 2.0's focus on homelessness prevention, a "housing first" approach, and wrap-around services in this application (Application). DFSS will also support Homeless Emergency and Rapid Transition to House Act (HEARTH) guidelines and priorities. In addition, as part of Plan 2.0 and HEARTH Act requirements, the City is undergoing implementation of the Coordinated Entry System (CES) as required by CoC Program interim rule (24 CFR 578.3). The interim rule defines coordinated access as the following: A centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool. The selected applicants are required to participate in this planning and modification of access points, assessment, and eligibility standards as indicated by the final recommendations of that process.

DFSS has worked with its partners and stakeholders to develop a Strategic Framework – an approach that will transition DFSS to a more outcome-oriented model that focuses on how many people leave better off after receiving DFSS' services, versus how many people walk through the door. The Strategic Framework consists of a refreshed mission, priorities, and goals, along with a plan for how DFSS will measure, report on, and review them in the years to come; use them to make decisions; and drive greater collaboration within DFSS.

The goals of this Application are to fund programs that:

- 1) Emphasize outcome-based programming;
- 2) Encourage creative partnerships and programs to support Plan 2.0;
- 3) Align with implementation of HEARTH standards;
- 4) Align with implementation of the Coordinated Entry System (CES);
- 5) Align with Housing Supports program types of the DFSS' Homeless Division strategic priority areas; and
- 6) Align with the Chicago Continuum of Care Programs Model Chart (please refer to Appendix A). DFSS reserves the right to modify programs in accordance with amendments made by the Continuum.

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

## **B. Anticipated Term of Contract and Funding Source**

The term of contract(s) executed under this RFP will be from **August 1, 2017 – December 31, 2018**. Based on need, availability of funds, design, and contractor performance, DFSS may extend this term for up to two additional periods, each period not to exceed one year.

This initiative is administered by the DFSS through City of Chicago's corporate funds. Consequently, all guidelines and requirements of DFSS and the City of Chicago must be met. Selected Respondents will be required to comply with all laws, regulations, policies and procedures imposed by funding sources. Additionally all delegate agencies must comply with the Single Audit Act if applicable.

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

### **C. Eligible Respondents**

This is a competitive process open to all non-profit entities: faith-based, private and public. Ideal Respondents will be able to demonstrate specific knowledge of and experience in permanent housing services for families.

Respondents who are currently DFSS contractors and whose existing contracts with DFSS are not in good standing will not be considered for a contract. 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.

DFSS strongly encourages and supports projects that leverage funds and resources from other funds. This may include staff, space or other tangible benefits, as well as fee-for-service or related elements that bring tangible benefit directly to the proposed program. This leveraging should permit the Respondent to provide the same high quality service at a lower cost. Proposals that clearly demonstrate a cash or in-kind match of at least **15% of total program costs** will be preferred over other proposals of equal qualifications.

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. Grantees should not plan to receive their first payment until up to 30 – 60 days after the beginning of the contract period. Respondents must be able to proceed with program operations upon award notification. No advances will be given.

### **D. Project Location and Accessibility to People with Disabilities**

All locations/agencies should be reachable by public transportation, be accessible to people with disabilities and conform to the Americans with Disabilities Act (ADA) standards or provide reasonable accommodation. Respondents must be committed to achieving full physical and programmatic accessibility as defined by the ADA. Additionally, DFSS reserves the right to ensure that all mandated services are available in each geographic region and provided in a linguistically and culturally appropriate manner.

Title III of the ADA prohibits discrimination on the basis of disability in "places of public accommodation" (businesses and non-profit agencies that serve the public) and "commercial facilities" (other businesses). Program facilities are expected to be accessible to persons with disabilities. Respondents are expected to demonstrate full compliance with all applicable aspects of the ADA as amended and must have a recent Facility Assessment completed and on file. Grantees that are not fully compliant with ADA are required to submit an "accessibility plan" outlining the steps that will be taken to become both programmatically and physically accessible and the planned implementation dates. This accessibility plan must meet the criteria set forth in the ADA.

### **E. Decision Driven Outcomes**

In 2016, DFSS embarked on a strategic planning initiative. A key component of this initiative is to transition the department to a more outcome-oriented focus. It consists of a refreshed mission, priorities, and goals, along with a plan for how DFSS will measure, report on, and review them in the years to come; use them to make decisions; and drive greater collaboration within DFSS. Moving towards outcomes represents a way for DFSS to ensure that the programs that are selected for funding have the greatest impact on the residents of Chicago.

Using data to guide decision-making and drive outcomes is a shift happening in human and social services nationally. Moving to a more outcome-oriented approach will benefit the Chicagoans served by these crucial programs. DFSS is proud to be at the forefront of this shift, building on best practices and lessons learned from around the country.

For DFSS respondents and contractors this will mean:

- *DFSS will continue to identify metrics that are either already being tracked or feasible to implement, and truly reflect the outcomes that we are striving to achieve.*
- *DFSS will add language in its contracts that reflects this shift in focus. A majority of these new metrics will be added starting in 2018.*
- *DFSS will provide technical assistance for any new tracking or reporting requirements to ensure our delegate agencies and staff have the support they need to succeed.*

For more information on the DFSS strategic framework, visit <a href="http://www.cityofchicago.org/fss">www.cityofchicago.org/fss</a> .
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## **2. RFP and Submission Information**

The due date for submission of proposals is:

Respondents are required to submit an application via the City of Chicago's Cyber Grants system. Cyber Grants can be accessed via a link on the DFSS website where you downloaded this RFP or by going to this address:

[http://www.cybergrants.com/pls/cybergrants/ao\\_login.login?x\\_gm\\_id=5130&x\\_proposal\\_type\\_id=46128](http://www.cybergrants.com/pls/cybergrants/ao_login.login?x_gm_id=5130&x_proposal_type_id=46128)

### **A. Pre-Proposal Webinar (optional)**

A Pre-Proposal Webinar will be held on: July 10, 2017 from 10:00 A.M. – 11:30 A.M.

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

<https://attendee.gotowebinar.com/register/539988135939677699>

### **B. Contact Person Information**

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

For answers to program-related questions please contact:

**Maura McCauley:** [Maura.McCauley@cityofchicago.org](mailto:Maura.McCauley@cityofchicago.org)

All other questions regarding the administrative aspects of this RFP may be directed to:

**Julia Talbot:** [Julia.Talbot@cityofchicago.org](mailto:Julia.Talbot@cityofchicago.org)

### **C. Timeline**

<b>Proposal Release Date:</b>	<b>July 3, 2017</b>
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<b>Pre-Proposal Webinar:</b>	<b>July 10, 2017, 10:00 – 11:30</b>
<b>Proposal Due:</b>	<b>July 24, 2017</b>
<b>Program Year Begins</b>	<b>August 1, 2017</b>

### 3. Scope of Services

DFSS aligns its programming with the Chicago Continuum of Care program models. As such, respondents must propose program plans that align with the Core Values and Core Elements of the Chicago Continuum of Care Program Models Chart (Appendix A). The services delivered under the Permanent Supportive Housing Services program model are meant to help clients maintain residential stability in permanent supportive housing. Permanent Supportive Housing Programs provide long-term subsidized housing for persons who are homeless. Clients may have serious and persistent disabilities such as mental illness, a substance use disorder, or HIV/AIDS, which often contribute to chronic homelessness. The case management ratio must not exceed 15 households per case manager (1:15). This RFP covers funding for services only. The Chicago Low Income Housing Trust Fund (CLIHTF) will pay for the housing subsidy once units are approved and pass all Housing Quality Standards inspections.

Permanent Supportive Housing Services contracted through this RFP will prioritize referrals from the Housing Support for CPS Families in Transition program (FIT). Respondents may be required to coordinate with the Coordinated Entry System (CES) and Chicago Public Schools.

#### A. Program Requirements

- Programs should focus on connections to benefits such as food stamps, social security or Medicaid etc... for eligible clients.
- Programs must inform participants of their rights, responsibilities, and expectations prior to enrollment into the program.
- Programs cannot impose a service time limit.
- Projects should align with the Dimensions of Quality Supportive Housing. Please refer to the Program Models Chart Core Elements (Appendix A).
- Case management may be offered on-site at housing unit or at community-based location, but must be available at housing unit if clinically needed.
- As applicable, services will emphasize assessment of housing barriers, plans for housing retention, connection to a source(s) of income and health care benefits, substance abuse and/or mental health treatment and developmentally appropriate assessments and services for children in the household.
- Services must utilize trauma-informed, strength-based and harm reduction approaches.
- Supportive services should help promote residential stability, increase household's skill levels or income, and promote greater self-determination.
- Assurance that all children ages 0 to 5 receive development screenings (either directly or through referral).
- Assurance that all children ages 5 and up are enrolled in school.
- Make appropriate referrals for children age 5 and under to early childhood education programs, such as Head Start, Early Head Start, public preschools, childcare subsidies and home visiting services.
- Services may be provided by the agency or coordinated by the agency.

- Services can be provided either at one facility location or scattered site locations.
- Must maintain a staff to client ratio of one to 15 (1:15).
- May be required to participate in CES meetings throughout the housing process.
- May be required to coordinate with CPS staff in selected schools as directed by the project.
- May be required to participate in project coordination meetings for the Housing Support for CPS Families in Transition.
- Ability to participate in and submit reports by HMIS. Participation in HMIS will be evaluated based on agency's entry and exit of clients, and entry of universal data elements into the HMIS system. DFSS staff will produce and consider reports indicating programs' HMIS performance. For more information on HMIS data quality standards, click [here](#) for All Chicago's HMIS Helpdesk.
- Applicants must adhere to the City's auditing requirements for Federal Expenditures. Federal Expenditures are expenditures from any Federal funding source received directly or indirectly (pass through) from the City, State, or Federal government.

## **B. Performance Measures**

- 50% of households served will move into housing within 30 days of CES referral to agency.
- The remaining 50% of households served will move into housing within 60 days of CES referral to agency.
- 75% of Households departing the program to permanent housing retain housing for at least six months.
- 85% of participants will remain permanently housed for 12 months.
- 80% of Households will assume a lease or maintain other permanent, stable housing upon exit.
- 85% of participants will maintain/increase benefits, employment or a combination of both 85% of participants without a source of reportable income at program entry will obtain cash benefits.
- 85% of participants without a source of reportable income at program entry will obtain non-cash benefits.

## **C. Target Population and Referrals**

Permanent Supportive Housing Services contracted through this RFP will prioritize referrals from the Housing Support for CPS Families in Transition (FIT). Families will be eligible to be assessed for housing through this initiative if they are enrolled in Chicago Public Schools Students in Temporary Living Situations Program at the six following schools: Earle Elementary School, Ellington Elementary School, Howe Elementary School, Lowell Elementary School, Nicholson Elementary School, and Ward Elementary School. Housing eligibility will be determined through the Coordinated Entry System's Standardized Housing Assessment.

If referrals from the FIT program are exhausted, programs may take referrals from the CES, as directed by DFSS. DFSS reserves the right to change the referral requirements to align with the Coordinated Entry System (CES) if appropriate when implementation begins for the Continuum of Care. This will be done through a contract amendment.

## **4. Evaluation and Selection Procedures**

### **A. Evaluation Process**

Each application will be evaluated on the strengths of the proposal and the responsiveness to the



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

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

DFSS reserves the right to ensure that all mandated services are available citywide, and provided in a linguistically and culturally appropriate manner.

## **B. General Selection Criteria**

The Proposals will be evaluated on the Respondent's ability as defined in this RFP. The following criteria will be used in evaluating all proposals:

<b>Points</b>	<b>Criteria</b>
<b>35</b>	<b>Program Design and Administration</b> <ul style="list-style-type: none"> <li>• Quality of program and administrative design specifically tailored to the stated goals of the program.</li> <li>• Expertise and ability of the agency to address the required key elements of the proposed program model and fulfill the required program outcomes.</li> <li>• Demonstrated quality, experience and accomplishments in providing services to target population.</li> <li>• Ability to clearly define the activities to be undertaken or the services to be provided.</li> <li>• Appropriateness of the Respondent's proposed goals and service delivery based on agency capacity and past experience</li> <li>• System level comprehensiveness, including geographic location and target of underserved populations.</li> <li>• Completeness of the Facility Assessment.</li> <li>• Ability to receive and submit reports in HMIS. In addition for agencies funded with Community Service Block Grant (CSBG) funds will be required to enter client data into the state's STARS system.</li> <li>• Demonstration of an evaluation strategy that is feasible and can reasonably measure program impact.</li> </ul>
<b>25</b>	<b>Reasonable Costs, Budget Justification, and Leverage of Funds</b> <ul style="list-style-type: none"> <li>• Demonstrated reasonable implementation costs and funding requests relative to its financial and human resources. The proposed budget supports the proposed scope of work or work plan.</li> <li>• Fiscal soundness, as evidenced by the financial history and record of the organization, as well as audited financial statements (or the equivalent) from the current fiscal year.</li> <li>• Proposed reasonable cost per person or per unit and justification for the level of funding requested.</li> <li>• Leverage of other non-local funds to support total program cost.</li> <li>• Resources and expertise to assume and meet all administrative and fiscal requirements; including fiscal technological, management, administrative and staff capabilities.</li> </ul>

	<ul style="list-style-type: none"> <li>• Other (non-City) financial support and/or fund raising accomplishments for the organization.</li> <li>• Agency's cost per client served. Proposals will be evaluated based on their proposed budget request and the number of clients to be served.</li> <li>• Ability to substantially leverage other non-DFSS public and private funding sources by providing a cash or in-kind match of 15% or more of requested funding. The intent of this Application is to fund a portion of a program's total annual budget, and not to be a program's sole funding source. Therefore, Applicants that provide for leverage in their proposed budget will be considered more responsive.</li> </ul>
<b>25</b>	<p><b>Organizational Capacity and Experience</b></p> <ul style="list-style-type: none"> <li>• Level and number of qualified staff who will be responsible for program oversight, management, fiscal oversight, and evaluation and performance management methods.</li> <li>• Evidence of successful past program performance or success in initiating, maintaining, and completing a similar program, and consistently meeting program goals.</li> <li>• Knowledge of the populations to be served or similar populations and the way in which these populations should be served.</li> <li>• Financial, physical, and human resources leveraged in the community.</li> <li>• Collaborations or partnerships with other public and private agencies related to your program design and objectives (Examples: referral system, linkage agreements, neighborhood coalitions or partnerships with Chicago Public Schools).</li> <li>• Agency's proposed staffing and staffing patterns necessary to operate the program in accordance with the program model's design and outcomes.</li> <li>• Demonstrated resources and expertise to assume and meet all administrative and fiscal requirements. This includes the Respondent's fiscal (including financial management systems), technological, management, administrative and staff capabilities.</li> <li>• Overall fiscal soundness, as evidenced by the financial history and record of the organization, as well as audited financial statements (or the equivalent) from recent program years. All respondents must be current on all prior financial or contractual obligations with the City.</li> </ul>
<b>15</b>	<p><b>Budget</b></p> <ul style="list-style-type: none"> <li>• Ability to meet the program match requirement.</li> <li>• The budget aligns with the program activities and outcomes.</li> <li>• The budget narrative demonstrates that costs are reasonable and can support the program's operations.</li> </ul>

### C. Additional Funding Priorities

The following priorities may be taken into consideration when making final funding decisions. Priority may be given to programs that:

- Enable DFSS to maintain the system's overall bed capacity.
- Align with the goals of Plan 2.0 and HEARTH standards by focusing on Rapid Rehousing and supportive services needed to keep individuals and families housed.
- Target underserved populations and exhibit flexible admissions criteria, to assure that there are sufficient programs available to respond to system needs.

- Best represent outcome-based programming. This is programming that can be measured by meaningful outcomes, rather than solely by the reporting of activities.
- Consider all DFSS program and fiscal monitoring reports for the Applicant agency if currently funded.
- Demonstrate a history of performance, as indicated in quarterly reports submitted to DFSS.

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

Selections will not be final until the City and the respondent have fully negotiated and executed a contract. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the Respondent in anticipation of a fully executed contract. Receipt of a final application does not commit the department to award a grant to pay any costs incurred in the preparation of an application.

## Section 5 - 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 required for execution of the grant agreement but are not necessary for the completion of this proposal.*** A complete list of the required forms is included at the time of contracting.

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

Respondents are required to annually execute the **Economic Disclosure Statement** through its online EDS system. Its completion will be required for those Respondents who are awarded contracts as part of the contracting process.

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

### B. Disclosure of Litigation and Economic Issues

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

- *A debtor in bankruptcy; or*
- *A defendant in a legal action for deficient performance under a contract or in violation of a statute or related to service reliability; or*
- *A Respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or*
- *A defendant in any criminal action; or*
- *A named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability;*  
*or*

- *A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or*
- *A defendant or Respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.*

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

### **C. Grant Agreement Obligations**

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

### **D. Funding Authority**

This program is administered by the Department of Family and Support Services through the City of Chicago, consequently all guidelines and requirements of the Department of Family and Support Services, 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 Respondent's own expense or cause to be provided, during the term of the Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

#### **i) Workers Compensation and Employers Liability**

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

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

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

The City of Chicago is to be named as an additional insured under the Provider's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Provider's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other

insurance or self-insurance maintained by or available to the City. Provider must ensure that the City is an additional insured on insurance required from subcontractors.

Subcontractors performing work or services for the Provider must maintain limits of not less than \$1,000,000 with the same terms herein.

### **iii) Directors and Officers Liability**

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

### **iv) Additional Requirements**

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

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

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

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

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

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

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

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

If Provider is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Provider must require all subcontractors to provide the insurance required herein, or Provider may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Provider unless otherwise specified in this Agreement.

Provider must ensure that the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

**F. Indemnity**

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

**G. False Statements**

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

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

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

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

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

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

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

#### **H. Compliance with Laws, Statutes, Ordinances and Executive Orders**

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

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

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

ii. Governmental Ethics Ordinance, Chapter 2-156: All Respondents agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 which includes the following provisions: a) a representation by the respondent that he/she has not procured the grant agreement in violation of this order; and b) a provision that any grant agreement which the respondent has negotiated, entered into, or performed in violation of any of the provisions of this Ordinance shall be voidable by the City.

iii. Successful Respondents shall establish procedures and policies to promote a Drug-free Workplace. The successful respondent shall notify employees of its policy for maintaining a drug-free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. The successful respondent shall notify the City if any of its employees are convicted of a criminal offense in the workplace no later than ten days after such conviction.

iv. Business Relationships with Elected Officials - Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, as amended (the "Municipal Code") it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to the grant agreement shall be grounds for termination of the grant agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse or domestic partner, or of any entity in which an official or his or her spouse or domestic partner has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as

amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse or domestic partner with an entity when such spouse or domestic partner has no discretion concerning or input relating to the relationship between that entity and the City.

v. Compliance with Federal, State of Illinois and City of Chicago regulations, ordinances, policies, procedures, rules, executive orders and requirements, including Disclosure of Ownership Interests Ordinance (Chapter 2-154 of the Municipal Code); the State of Illinois - Certification Affidavit Statute (Illinois Criminal Code); State Tax Delinquencies (65ILCS 5/11-42.1-1); Governmental Ethics Ordinance (Chapter 2-156 of the Municipal Code); Office of the Inspector General Ordinance (Chapter 2-56 of the Municipal Code); Child Support Arrearage Ordinance (Section 2-92-380 of the Municipal Code); and Landscape Ordinance (Chapters 32 and 194A of the Municipal Code).

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

vii. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4. Neither you nor any person or entity who directly or indirectly has an ownership or beneficial interest in you of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, your Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (you and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for the grant agreement or Other Contract, including while the grant agreement or Other Contract is executory, (ii) the term of the grant agreement or any Other Contract between City and you, and/or (iii) any period in which an extension of the grant agreement or Other Contract with the City is being sought or negotiated.

You represent and warrant that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached you or the date you approached the City, as applicable, regarding the formulation of the grant agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

You shall not: (a) coerce, compel or intimidate your employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse your employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

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



Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under the grant agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under the grant agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If you violate this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject your bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between you and the City that is (i) formed under the authority of Municipal Code Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

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

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

viii. (a) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "2011 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) You are aware that City policy prohibits City employees from directing any individual to apply for a position with you, either as an employee or as a subcontractor, and from directing you to hire an individual as an employee or as a subcontractor. Accordingly, you must follow your own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by you under the grant agreement are employees or subcontractors of you, not employees of the City of Chicago. The grant agreement is not intended to and does not constitute, create, give R.I.S.E to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by you.

(c) You will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under the grant agreement, or offer employment to any individual to provide services under the grant agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of the grant agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to you by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, you will, as soon as is

reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the Department. You will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.