

**CITY OF CHICAGO**



**2018**

**COMMUNITY DEVELOPMENT GRANT APPLICATION (CDGA)  
REQUEST FOR PROPOSAL (RFP) FOR  
CITY OF CHICAGO DEPARTMENT OF FAMILY AND SUPPORT SERVICES  
OUT OF SCHOOL TIME  
ENRICHMENT ACTIVITIES**

**MAY 26, 2017**

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

Earline Whitfield-Alexander  
Senior Manager of Youth Services  
Department of Family and Support Services  
1615 W. Chicago Ave, 3<sup>rd</sup> fl. East  
Chicago, Illinois 60622

The application can be accessed at:

**[http://www.cybergrants.com/pls/cybergrants/ao\\_login.login?x gm id=5130&x proposal t  
ype id=45878](http://www.cybergrants.com/pls/cybergrants/ao_login.login?x gm id=5130&x proposal t<br/>ype id=45878)**

**RESPONSES MUST BE RECEIVED NO LATER THAN  
12:00 NOON CST  
June 21, 2017**

**RAHM EMANUEL  
MAYOR**

**LISA MORRISON BUTLER  
COMMISSIONER**

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## **Section 1 - Purpose of the RFP**

### **A. Out of School Time Enrichment Activities**

The Department of Family and Support Services (DFSS) is pleased to announce the Out of School Time Enrichment Activities RFP. Enrichment Activities provide structured, safe and enriching activities for young people during after school hours, on weekends and during school breaks. Research indicates these programs provide numerous benefits for youth socially, emotionally, and academically and that high-quality programs can positively impact young people's lives. Currently, DFSS funds more than 150 nonprofit organizations to deliver enrichment programming throughout Chicago and serves thousands of youth and young adults between the ages of 6-24. These programs provide youth with safe, enriching activities and may include aftercare from school, school break camps, academic support, arts and cultural activities, health and fitness, sports and summer activities as well as programming that fosters soft skill and career development in older youth. Programming should target the following age groups 6-9, 10-12, 13-15, 16-18 and 19-24.

### **B. Background**

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

***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' youth portfolio has three main focuses: enrichment activities, youth employment and prevention and intervention services. DFSS' opportunities for growth continue into the adolescent and teen years through the department's range of youth services. DFSS supports many programs and opportunities that allow youth to explore their talents and continue learning outside of the classroom.

The Youth Services Division focuses programming on three main areas:

#### **Enrichment Activities**

To meet the needs of youth in Chicago by providing access to high quality out-of-school programs and enrichment opportunities in order to build the key skills necessary to succeed in life.

#### **Youth Employment**

To provide youth with access to career readiness and employment opportunities in order to gain experience and build the skills to succeed in life and work.

#### **Prevention and Intervention Services**

To meet the needs of the most acutely at-risk youth by providing supports and services to address their needs and better position them to reach their potential.

**DFSS YOUTH DIVISION STRATEGIC PRIORITIES:**

DFSS' Youth Services Division portfolio has four strategic priorities to support positive outcomes for youth and young adults ages 6 – 24.

1. Provide access to high quality programs that support youth and young adults to reach their full potential.
2. Collaborate with community partners, with input from youth, to provide safe and engaging experiences to assist youth and young adults in avoiding risky behavior and violence.
3. Ensure community partners, youth, and families are aware of available resources to support positive youth development.
4. Facilitate distribution of program resources to ensure equitable access to high quality youth programs.

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

**C. Anticipated Term of Contract and Funding Source**

The term of contract(s) executed under this RFP will be **from Jan 1, 2018 – December 31, 2019**. Based on need, availability of funds, design, and contractor performance, DFSS may extend this term for up to one year. Continued support will be dependent upon the Respondent's performance and the continued availability of funding. ***The per youth reimbursement rate is set at a maximum of \$1,000 per youth participant.***

**PRIOR YEARS STATISTICS:**

Applications received: 196  
Projects Funded: 189  
Range of Funding: \$15,000 to \$85,000  
Total Funding: \$5,803,974

This initiative is administered by the Department of Family and Support Services through the City's corporate funds. Consequently, all guidelines and requirements of the Department of Family and Support Services and the City of Chicago must be met.

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

#### **D. Eligible Respondents**

This is a competitive process open to all entities: non-profit, faith-based, private and public. Ideal Respondents will be able to demonstrate specific knowledge of and experience in providing after school services to youth between the ages of 6 and 24.

Respondents who are current DFSS delegates whose existing contract(s) 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. Grantees should not plan to receive their first payment until up to 60 days after the beginning of the contract period. **Respondents must be able to proceed with program operations upon award notification.** No funding advances will be given.

Respondents must be committed to achieving full physical and programmatic accessibility as defined by the Americans with Disabilities Act (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.

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

In 2016, DFSS embarked on a strategic framework 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 delegates 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 [www.cityofchicago.org/fss](http://www.cityofchicago.org/fss).

## **Section 2 - RFP and Submission Information**

The due date for submission of proposals is:

**June 21, 2017, 12:00 Noon (CST)**

Respondents are required to submit an application for the request for proposal via CyberGrants. CyberGrants 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=45878](http://www.cybergrants.com/pls/cybergrants/ao_login.login?x_gm_id=5130&x_proposal_type_id=45878)**

### **A. Pre-Proposal Webinar**

A Pre-Proposal Webinar will be held on **June 2, 2017, 10:00 a.m. – 11:30 a.m.** Attendance is not mandatory but is advised.

**June 2, 2017, 10:00 a.m. – 11:30 a.m.**

Please register prior to the webinar's start using this link:  
<https://attendeegotowebinar.com/register/4388750521760482050>

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

### **B. 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:

**Earline Whitfield Alexander: [Earline.Whitfield-Alexander@cityofchicago.org](mailto:Earline.Whitfield-Alexander@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>	May 26, 2017
<b>Pre-Proposal Webinar:</b>	June 2, 10:00 -11:30 a.m. 2017
<b>Application Due:</b>	June 21 , 2017, Noon

<b>Program Year Begins:</b>	January 1, 2018
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### **Section 3 - Scope of Services**

#### **A. Program Description**

##### **OVERVIEW:**

DFSS is committed to creating meaningful and innovative youth programming that offers youth and young adults, ages 6 to 24, the ability to participate in high quality, structured programs in safe environments that build success in school and beyond. The following age groups should be targeted 6-9, 10-12, 13-15, 16-18 and 19-24.

##### **ENRICHMENT ACTIVITIES (OUT OF SCHOOL TIME - OST) PROGRAM DESIGN:**

Enrichment Activities (OST) programs provide structured, age-appropriate activities for youth and young adults ages 6 to 24 in the following ways:

- Operate in in community/or school settings that are available:
  - year-round (48 to 52 weeks),
  - for the duration of the school year (42 weeks),
  - during summer & school breaks (9 to 11 weeks during scheduled school breaks)or
  - Project Based sessions for currently funded OST agencies (i.e. 10 week sessions twice a year)
- Operate at least 12 hours per week
- Support skill building, success in school, social/emotional development, leadership, violence reduction, community awareness and workforce skills/preparation and exploration
- Employ qualified and experienced staff with adequate staff-to-youth ratios to implement quality programs
- Refer youth to additional resources and/or supportive services where appropriate
- Develop linkages that reflect the resources and/or supportive services your program can provide to youth in need
- Demonstrate strong connections to community partners and support service providers.
- Comply with CPR/First Aid and mandated reporter certifications, and criminal background checks for all staff working with youth
- Utilize varied teaching methods and approaches to support youth skill building
- Promote positive relationships with peers and adults
- Use youth's voice and interests, community needs and cultural norms to develop program models that respond to those needs

- Assist youth that have multiple barriers such as employment, education, childcare, transportation, counseling or food security and or programs that provide school re-engagement support
- Enter data into a centralized data base or other record keeping systems
- Provide services to underserved communities or populations, including a specific plan for outreach and enrollment to hard-to-reach populations.
- Include measurable benchmarks that articulate how programmatic success will be defined.
- Executed by qualified staff with appropriate backgrounds in youth work.
- Demonstrate the Respondent's capacity to successfully manage a City of Chicago contract administratively and fiscally. Respondents should have an accounting system which is maintained in accordance with Generally Accepted Accounting Principles (GAAP), perform an annual independent audit or audit review, and have internal fiscal control procedures.
- Administrative costs will be capped at 15%.
  - Proposals should demonstrate an in-kind or cash match of 15%.
  - Submittal of Agency's Organizational Chart, List of Board of Directors, training schedule and staff's role in program.
  - Professional qualifications and specialized experience in the area necessary for sound fiscal management.
  - Demonstration of past fiscal performance.
  - Budget consistent with program design.
  - Demonstrated fund-raising capability.

**PERFORMANCE AND DATA MANAGEMENT:**

Successful Respondents will be expected to maintain complete program data, fiscal and accounting records and to report financial information to DFSS on the forms designated and at the intervals specified by the Department. These reports must be submitted by the deadlines established by DFSS. Program performance evaluations occur twice a year. Program outcomes and evaluations will be outlined in the work scope. Failure to comply with these reporting requirements may be cause for funding reduction, termination of the contract, or for the delay or withholding of payment.

**PERFORMANCE MEASUREMENTS:**

The Youth Services Division staff works with every delegate agency funded for DFSS youth program. The intention is to help each organization become a successful, high performing, meaningful resource for young people and families.

As part of the contracting process for DFSS funding, each delegate agency will receive a bi-annual performance rating evaluation based on a set of goals and outcomes. The performance rating system has a strong emphasis on meeting youth participation and contract compliance goals including: youth enrollment and youth attendance, staff capabilities, and fiscal management including program vouchering and expenditure.



DFSS anticipates using the following performance measures to measure programmatic success.

- Number of participants enrolled
- Average daily attendance at 80%
- % of participants that report having positive relationships
- % of youth who report gaining new or enhancing existing skills through participation in DFSS sponsored program \*
- % of youth and young adults who report their ability to avoid dangerous behaviors and engage in more pro-social behavior \*

\* Data will be collected through a youth survey developed in partnership with delegate agencies

## Section 4 - Evaluation and Selection Procedures

### A. Evaluation Process

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

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

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:

Points	Criteria
35	<p><b>Previous Program Experience</b></p> <p>Proposals will be evaluated on the Respondent’s demonstrated knowledge of the targeted population as evidenced by a complex understanding of their needs through the use of data and/or previous or current operation of other successful youth programs. Specifically:</p> <ul style="list-style-type: none"> <li>• Demonstrated experience working with children and youth</li> <li>• At least two years’ experience providing similar services to the proposed program</li> <li>• Ability to address youth that have multiple barriers such as employment, education, childcare, transportation, counseling or food security and or</li> </ul>

	<p>programs that provide school re-engagement support</p> <ul style="list-style-type: none"> <li>• Provision of services to underserved communities or populations, including a specific plan for outreach and enrollment to hard-to-reach populations.</li> <li>• Knowledge of programming for the target group/community and demonstrate how the proposed innovation/program will address a need within that group or community.</li> <li>• Strong connections to community partners and support service providers.</li> <li>• Knowledge of proposed program’s subject area</li> <li>• Capability of applicant to administer proposed program and ability to provide services beginning January 1, 2018.</li> </ul>
25	<p><b>Program Design</b></p> <p>Proposals will be evaluated on the expertise and ability of the Respondent to address the key elements outlined in the proposed program model and fulfilling the required program outcomes. Specifically:</p> <ul style="list-style-type: none"> <li>• Alignment to the program model, including required activities and performance measures</li> <li>• Schedule of hours and days of operation including activities and locations</li> <li>• Clear statement of the number of clients to be served during the contract year</li> <li>• A plan that provides, in detail, how youth voice will be incorporated in the program, i.e., youth council, youth and parent surveys, etc.</li> <li>• Community linkages that can assist with the provision of the additional supportive services.</li> </ul>
25	<p><b>Administrative/Fiscal Capacity</b></p> <p>Proposals will be evaluated on the administrative and fiscal capacity of the Respondent, including:</p> <ul style="list-style-type: none"> <li>• 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>• Ability to maintain appropriate service documentation and policies that protect the delegate and client files from unauthorized disclosure</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. All Respondents must be able to prove that there are no outstanding liens or taxes owed to City, State or IRS.</li> <li>• Current fiscal and administrative capacity. For current DFSS providers, DFSS will consider all DFSS program and fiscal monitoring reports, as well as expenditure reports indicating agency’s ability to expend funds in a timely manner.</li> <li>• DFSS will also consider the following: <ul style="list-style-type: none"> <li>▪ Appropriate use of previously granted city funds</li> <li>▪ Full expenditure of previously granted city funds</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>▪ Prior programming performance</li> </ul>
15	<p><b>Budget</b></p> <ul style="list-style-type: none"> <li>• Adherence to administrative cap of 15%</li> <li>• Appropriate (at least 15%) match requirement</li> <li>• The budget that aligns with the program activities and outcomes. The Budget Narrative demonstrates that costs are reasonable and support the program’s operations.</li> <li>• Cost effectiveness of proposed program, demonstrated by the cost per youth</li> </ul>

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 completed prior to grant agreement execution but are not necessary for the completion of this proposal.*** A complete list of what forms will be required at the time of contracting is listed at the end of this section.

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

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

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

**B. Disclosure of Litigation and Economic Issues**

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

- ***A debtor in bankruptcy; or***

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

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

**C. Grant Agreement Obligations**

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

**D. Funding Authority**

This initiative is administered by the Department of Family and Support Services using the City’s Corporate funds. 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.