REQUEST FOR PROPOSALS (RFP)
For
2013 Domestic Violence Interim Housing Program Expansion

Issued by:
CITY OF CHICAGO
(The Department of Family and Support Services)
On
February 1, 2013

ONE (1) ORIGINAL and ONE (1) COPY OF THE PROPOSAL TO BE SUBMITTED

All proposals shall be submitted no later than 4:00 p.m., Wednesday, March 20, 2013 in sealed envelopes or packages addressed and forwarded to:

Jennifer Welch
Deputy Commissioner
Department of Family and Support Services
1615 West Chicago Avenue, 5th Fl.
Chicago, Illinois 60622

The outside of the envelope or package must clearly indicate the title of this RFP “2013 Domestic Violence Interim Housing Program Expansion”, the name and address of the Respondent and the date and time the proposal is submitted.

PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M. CENTRAL TIME ON WEDNESDAY, MARCH 20, 2013.

Evelyn Diaz
Commissioner
Department of Family and Support Services

Rahm Emanuel
Mayor
City of Chicago
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SECTION I. Invitation

A. Purpose of the RFP
The Department of Family and Support Services (DFSS) of the City of Chicago is issuing this Request for Proposals (RFP) to identify and select agencies that can develop and operate a new or expanded interim housing program for families impacted by domestic violence in Chicago who are homeless or at risk of homelessness. In its capacity as a funder, DFSS is issuing this RFP and accompanying application to support such agencies by providing funding for two distinct phases: Phase 1 - Facility Development and Phase 2 – Program Operation. Through this RFP, DFSS will select the delegate(s) and provide capital funding for Phase 1 and a portion of the program’s overall annual operating budget for Phase 2.

DFSS seeks proposal only from existing providers of domestic violence services for the development of new or expanded interim housing facility(ies). In choosing delegate(s), DFSS will consider the geographic locations of existing housing programs for families impacted by domestic violence. DFSS will prioritize programs located in one of the following community areas:

- Auburn Gresham
- Avalon Park
- Brighton Park
- Burnside
- Calumet Heights
- Chatham
- Chicago Lawn
- East Side
- Englewood
- Fuller Park
- Grant Boulevard
- Greater Grand Crossing
- New City
- Pullman
- Riverdale
- Roseland
- South Chicago
- South Deering
- South Shore
- Washington Park
- West Englewood
- West Lawn
- West Pullman
- Woodlawn

DFSS will provide funding and assistance to the selected Respondent(s) to develop a new or expanded facility(ies) by at least 30 beds, including assistance to identify a property plus facility development technical assistance.

Through this RFP, DFSS also seeks to:
- Emphasize outcome and performance based programming;
- Encourage creative partnerships and programs; and
- Implement new requirements outlined in the HEARTH Act and related regulations.

B. Background
The Department of Family and Support Services was created out of several former city departments and offices, including the Departments of Children and Youth Services, Human Services, and Senior Services, the Mayor’s Office of Domestic Violence and parts of the Mayor’s Office of Workforce Development, and the Ten Year Plan to End
Homelessness, in order to provide more coordinated services for the city’s most vulnerable citizens. The mission of DFSS is as follows:

“The Chicago Department of Family and Support Services is dedicated to supporting a continuum of coordinated services to enhance the lives of Chicago residents, particularly those most in need, from birth through the senior years. The department works to promote the independence and well-being of neighborhoods by providing direct assistance and administering resources to a network of community-based organizations, social service providers and institutions.”

The department provides services for seniors, victims of domestic violence, ex-offenders, children and youth. This program will be housed in DFSS’s Homeless Services Division. The Homeless Services division works in partnership with government and community organizations in an effort to collectively address the needs of those in crisis, targeting persons experiencing homelessness or those at risk of homelessness. Areas of focus include strategic planning, support for shelter and social service providers, grant making activities, Shelter Plus Care and other supportive housing programs, homeless outreach and engagement, service events, and special projects.

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

C. Chicago’s Plan to End Homelessness
In 2012, a wide range of stakeholders in Chicago’s Continuum of Care developed an updated set of strategies to prevent and end homelessness. Chicago’s “Plan 2.0” is a broad-ranging, seven-year action plan that reaffirms and builds on the core tenets outlined in Chicago’s original Plan to End Homelessness – prevention, housing first, and wraparound services -- and identifies new strategies to improve access and opportunity for those most in need. Maintaining and increasing the safety net for victims of domestic violence and their children is a key action item in Plan 2.0’s goal to create an effective crisis response system in Chicago.

Plan 2.0 is divided into seven strategic priorities that represent the most cutting-edge thinking on preventing and ending homelessness from around the country.

1. **The Crisis Response System**: Create an effective crisis response system that prevents homelessness whenever possible and rapidly returns people who experience homelessness to stable housing.
2. **Access to Stable and Affordable Housing**: Create and maintain stable and affordable housing for households who are experiencing or at risk of homelessness.
3. **Youth Homelessness**: Create a comprehensive, developmentally appropriate menu of services for youth who experience homelessness in
order to prevent homeless youth from becoming the next generation of homeless adults.

4. **Employment**: Increase meaningful and sustainable employment opportunities for people experiencing or most at risk of homelessness.

5. **Advocacy and Civic Engagement**: Engage all of Chicago in a robust plan that creates a path to securing a home for everyone in our community.

6. **Cross-Systems Integration**: Work across public and private systems of care to ensure ending homelessness is a shared priority.

7. **Capacity Building**: Ensure a strong homeless assistance system capable of implementing Plan 2.0 goals and HEARTH Act performance standards.

Interim housing services are critical resources to facilitate a rapid return to housing stabilization when a household becomes homeless and are key to helping Chicago meet system-wide outcomes such as reducing the number of people experiencing homeless and reducing the length of time people spend homeless.

**D. The HEARTH Act**

The HEARTH Act is an amendment of Helping Families Save Their Homes Act of 2009, re-authorized the McKinney-Vento Homeless Assistance Program. The HEARTH Act has significant implications for how homeless services, including interim housing and permanent supportive housing, are managed, funded, structured, and evaluated. Central to the Act is a great emphasis on reducing the length of homelessness; reducing recidivism; and reducing the overall number of households experiencing homelessness. *Given its comprehensive nature, DFSS uses the HEARTH Act definitions and guidelines in the development of the majority of its homelessness programming although other funding sources will be used for this project.*

**E. Target Populations**

During Phase 2 – Program Operations, funded programs will be required to collect specific documentation to verify that program participants qualify as homeless as defined under the HEARTH Act. The definition of homelessness includes four sub-categories.

**Homeless**

Under the HEARTH definition, a household can qualify as homeless under four categories:

(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

   a. Has a primary nighttime residence that is a public or private place not meant for human habitation;

   b. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

   c. Is exiting an institution where (s)he has resided for 90 days or less and who
resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

(2) Individual or family who will imminently lose their primary nighttime residence, provided that:
   a. Residence will be lost within 14 days of the date of application for homeless assistance;
   b. No subsequent residence has been identified; and
   c. The individual or family lacks the resources or support networks needed to obtain other permanent housing

(3) Unaccompanied youth under 25 years or age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
   a. Are defined as homeless under the other listed federal statutes
   b. Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application;
   c. Have experienced persistent instability as measured by two moves or more during the preceding 60 days; and
   d. Can be expected to continue in such status for an extended period of time due to special needs or barriers.

This request for proposals seeks to serve those in this fourth category:

(4) Any individual or family who:
   a. Is fleeing or is attempting to flee domestic violence;
   b. Has no other residence and;
   c. Lacks the resources or support networks to obtain other permanent housing

Appropriate documentation for those fleeing domestic violence includes:
   o Oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by self-certification or through certification by an intake worker.

At Risk of Becoming Homeless
The Interim ESG Rule published by HUD identifies three categories of people who are “at risk of homelessness” and are therefore eligible for assistance. At-risk households are considered to be at risk of imminently losing their primary residence if:

1. Individuals and families who will imminently lose their primary nighttime residence. Such individuals must have all three of the following characteristics:
   a. Have incomes below 30 percent of area median income; AND
   b. Have insufficient resources (i.e. family, friends, faith-based or social networks) immediately available to attain housing stability and avoid
entrance into an emergency shelter or homelessness; AND

c. Exhibit one or more qualifying risk factors (see below).

2. Unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes, including the Runaway and Homeless Youth Act, Head Start Act, Violence Against Women Act, Public Health Service Act, Food and Nutrition Act, or Child Nutrition Act. HUD has also defined youth as age 18 to 25. This also includes children and youth (and their parents or guardians within their household) who qualify as homeless under the Department of Education definition (Education for Homeless Children and Youth section of the McKinney-Vento statute).

**This request for proposals seeks to serve those in this third category:**

3. **Individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.**

**F. Anticipated Term of Contract and Funding Source(s)**

This initiative is administered by the Department of Family and Support Services with city funds. Local corporate and private funds may be used to support this program during the contract term contemplated under this RFP. The selected Respondent 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.

The term of contract(s) executed under this RFP will run from May 1, 2013 through December 31, 2014; based on need, availability of funds, federal program regulation and design, and delegate agency performance, DFSS may extend this term for up to two additional periods, each not to exceed one year. DFSS retains the right to adjust or amend the anticipated contract period and add other funds as appropriate.

Funding available for Phase 1 – Facility Development, which includes site acquisition and rehabilitation will not exceed 1.2 million. The City may advance funds during Phase 1 to assist the selected agency in site acquisition and rehabilitation. Respondents must be able to proceed with facility development upon award notification.

Funding available for Phase 2 – Program Operations will not exceed $300,000 per year. During Phase 2, delegate agencies should not plan to receive their first reimbursement until up to 60 days after operations begin.

The extension option is contingent upon successful performance of the program and services provided, and upon availability of funds. Should the initial Respondent’s contract be terminated or relinquished for any reason, DFSS reserves the right to return to the pool of Respondents generated from this RFP to select another qualified Respondent.
G. Eligible Respondents
This is a competitive process open to all entities; non-profit, faith-based, private or public that currently provide services to victims of domestic violence. Respondents who can demonstrate at least a 25% cash match to support program operations will be awarded additional points/consideration for their application. Additionally, respondents who can provide a cash and/or in-kind match to support facility acquisition and rehabilitation will be awarded additional points/consideration for their application.

Respondents’ proposed facility must meet minimum health and safety standards, and all applicable regulations. This means that the proposed facility must:

a) Provide adequate sleeping space and beds, and clean and functioning shower/toilet facilities (for residential programs);
b) Be compliant with building codes and federal regulations on lead paint for family shelters housing children aged 6 and under;
c) Staff must be 40 hour trained by an Illinois Certified Domestic Violence Professional approved training site:
d) Have appropriate areas for confidential client counseling and children’s activities; and
e) Be accessible to persons with disabilities (A.D.A. compliant). If the facility is not accessible to persons with disabilities, then the Respondent must state the extent to which the agency has a reasonable plan for accommodation.

A special note for faith–based respondents: as guided by HUD-ESG guidelines: Organizations that are funded under the Emergency Solutions Grants program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services. An organization that participates in the Emergency Solutions Grants program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief [Taken from: 68 FR 56406, Sept. 30, 2003].

Respondents whose existing contracts with the City of Chicago are not in good standing may 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. Further, past or current DFSS contracts with poor programmatic or fiscal monitoring findings may not be considered for a contract.

SECTION II: RFP and Submission Information

A. Proposal Deadline and Submittal Procedures

Please send one (1) original and one (1) copy by 4:00 p.m. on
Wednesday, March 20, 2013 to:

Jennifer Welch  
Deputy Commissioner  
Department of Family and Support Services  
1615 W. Chicago Ave., 5th Fl.  
Chicago, Illinois 60622

Proposals will be accepted prior to the due date, from 10:00 a.m. to 4:00 p.m. Monday – Friday at the same location. All proposals must be complete. Incomplete proposals may not be reviewed. In-person or bonded messenger delivery of proposals is encouraged. Time-stamped receipts will be issued as proof of timely submittal.

Proposals received after the due date and time may be deemed NON-RESPONSIVE and, therefore, subject to rejection.

B. Pre-Proposal Conferences
A pre-proposal conference will be held on Friday, February 15, 2013 from 3:00 to 5:00 p.m. at the Department of Family and Support Services, 1615 W. Chicago Ave., Room 249A (second floor large conference room). Attendance at this conference is not mandatory but is highly advised.

To request reasonable accommodation for the pre-submittal conference, please contact, Monica Rafac, monica.rafac@cityofchicago.org. Requests for accommodations will be accepted up to 48 hours prior to the event.

C. Format of the Proposal
All Proposals must be prepared on 8 ½" x 11" letter size paper, typed, with page numbers, 1" margins, minimum 11 pt. font. It is the City’s policy to encourage the use of reusable, recycled, recyclable and chlorine-free paper in the submission of all RFP documents. Proposals must be securely bound to ensure that the entire contents remain complete and intact. Submit one (1) complete original signature set (clearly marked) “originals” of all RFP documents and one complete copy.

In addition to the requested information stated in accompanying application and budget files (constituting the narrative and budget portions of the proposal), Respondents must supply the following additional information in their response to this RFP identified in the list below in items 4-10). The proposal should consist of the following items, in this order:

1. A proposal cover sheet signed by an authorized representative of the Respondent’s organization (found in the accompanying application packet).
2. Written response, supporting documentation and required attachments (if any) to questions (found in the accompanying application packet).
3. An itemized budget request developed using the guidelines and budget forms (found in the accompanying application packet/files).
4. A System for Award Management (SAM) number. For information on how to obtain a
SAM number for your organization, please refer to the following website: https://www.sam.gov/portal/public/SAM/

5. Proof of 501(c) (3) Good Standing from the IRS (for non-profits only). This can be accomplished by filling out the following form and printing the result for inclusion in your application packet.


6. Copy of Official Articles of Incorporation.
7. A copy of the Respondent’s most recent fiscal audit report.
8. Certificate of Insurance
10. A Certificate of Economic Disclosure will be required for all awarded contracts but is **not** required at the time of submission.

D. Contact Person Information
Respondents are strongly encouraged to submit all questions and comments related to the RFP via e-mail. For answers to program-related questions please contact:

Jennifer Welch: jennifer.welch@cityofchicago.org, 312-746-7448

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

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

E. Timeline

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<td>Proposal Release Date:</td>
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<td>Bidders Conference:</td>
<td>February 15, 2013</td>
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<td>Proposal Due:</td>
<td>March 20, 2013</td>
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<td>Anticipated Contract Start Date:</td>
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Section III. Scope of Services

A. PROGRAM DESCRIPTIONS
A primary goal of Chicago’s Plan to End Homelessness (“Plan 2.0”) is to move homeless households quickly back into appropriate permanent housing while linking them to the support services necessary in order to prevent a recurrence of homelessness. DFSS is seeking to fund programs that are programmatically sound, fiscally responsible, have a strong past performance record, and achieve specific outcomes.

The goal of the Interim Housing Program Model is to re-house those who are homeless within 120-days. Re-housing must occur in appropriate permanent housing and services must focus on client stabilization, assessment, and referrals to community resources. While households will not be asked to leave a program if they are not placed into
permanent housing within 120 days, housing and service activities must be approaching completion. The case management ratio is not to exceed 30 households to each case manager (1:30), with residential aides on staff to provide additional assistance to clients and staff.

This program is comprised of two phases: Phase 1 – Facility Development, including acquisition and rehabilitation of a facility and Phase 2 – Program Operations including operation of an interim housing program for families impacted by domestic violence. Through this program, DFSS seeks to add at least 30 beds through the expansion of an existing domestic violence shelter(s) or the development of a new domestic violence shelter.

B. PHASE 1 - SITE ACQUISITION AND REHABILITATION
DFSS will provide funding to enable the selected agency to identify, acquire and rehabilitate a facility for use as a domestic violence shelter. The City of Chicago may advance funds to assist the selected agency during this phase, and may assist the selected agency with facility identification.

During the development and rehabilitation phase, anticipated to last from three to 14 months depending on the condition of the facility acquired, respondents will:
- Identify an appropriate facility.
- Acquire, rehabilitate and furnish a facility.
- Make necessary and code maintenance repairs.
- Inspect property, work with City, and appear in court or City Council as necessary to ensure zoning and code compliance.

During this phase, respondents must conform to prevailing wage and other construction requirements as determined by the Illinois Department of Labor, which must be paid to all laborers, mechanics, and other workers performing work during Phase 1 (also referred to as the “Project”). In the performance of the work, you are fully responsible for paying not less than the prevailing rate of wages. The City may require the delegate to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Illinois. Additionally, the work shall be performed with the degree of skill, care, and diligence normally exercised by qualified and experienced contractors in performing work in projects of a scope and magnitude comparable to the work. Respondent is cautioned that is prevailing wage requirement is not met, the City will not release any grant funds.

The delegate must warrant all work furnished against defective materials and workmanship, improper performance and non-compliance for a period of one year after the date of Final Acceptance of the Work (“Warranty Period”)

The delegate must employ only competent and efficient laborers, mechanics or artisans on the work, as demonstrated by completion of a specific training program or demonstrated project experience. The selected agency may include the cost of a facility development consultant in its budget.
1. MBE/WBE Participation
The Respondent must meet DFSS’s goals of 24%/4% MBE/WBE participation for the Project’s direct and indirect costs of construction (defined as construction hard costs plus construction related soft costs) for Phase 1, which will be more fully described in the MBE/WBE exhibit to the grant agreement:

- Environmental remediation
- Demolition
- Site preparation
- Building construction
- All soft costs that are directly related to new construction or rehabilitation (architectural and engineering, construction management, etc.)
- Construction contingency (if actually incurred in order to complete construction of the Project)

If Respondent seeks to exclude the cost of any of the applicable Phase 1 activities from the MBE/WBE Budget (an exhibit to the grant agreement), the Respondent must provide DFSS with a list of those activities (and the estimated cost of each activity) it wishes to be excluded. The City, in its sole discretion, will then determine if these items are to be excluded from the MBE/WBE Budget. Respondent is reminded that after the start of construction or execution of the grant agreement, whichever is first, Respondent may not request a waiver for any Project activity and/or its associated cost.

Prior to the start of construction, or prior to the execution of the grant agreement, whichever is first, Respondent must submit to DFSS its agreement with the General Contractor (the “GC”) for review. Contracts for subcontractors must be bid out and Respondent must show evidence that the lowest responsive and responsible bidder was chosen, unless otherwise approved by the City. Respondent will submit their MBE/WBE Utilization Plan, including Schedules C and D, to DFSS for approval. Prior to the execution of the grant agreement, the Respondent must submit evidence acceptable to DFSS that the general contractor has met at least once with, and provided bid documents to, applicable MBE/WBE contractor associations.

The City will monitor Respondent’s compliance with the MBE/WBE requirement on a monthly basis and at the completion of Project (to be measured in actual dollars expended to date, based on the MBE/WBE exhibit to the Agreement). Respondent is cautioned that if the MBE/WBE requirement is not met, the City will not release any funds.

2. City Residents
Respondent must meet City residency requirements for all contracts let involving construction of the Project. City residents must perform 50% of all construction hours. This City requirement cannot be waived. If Respondent fails to contract out 50% of all construction man-hours to City residents, the value of the City’s financial assistance being provided will be reduced by 1/20th of 1% of the final aggregate dollar value
expended for all construction contracts let for the Project (to be assessed at the completion of the Project).

3. Environmental
Prior to closing or the start of construction, whichever comes first, the City will require that Respondent provide the City with all environmental reports or audits obtained by Respondent with respect to the Project site, and if not covered by such reports, a phase I environmental site assessment for any un-assessed portion of the Project site. If there has been a notice from an agency regarding environmental issues Respondent must provide written verification from the appropriate municipal, State and/or federal environmental agency that all identified environmental issues have been resolved to their satisfaction. The City reserves the right to require, at Respondent’s expense, additional environmental studies if the initial ones are inadequate.

4. Operating Covenant/Covenants Running with the Land
The Respondent shall continuously occupy and operate the Project as a shelter for victims of domestic violence for a minimum of 5 years after this contract is completed (the “Operating Covenant”). The Respondent will agree to covenants regarding completion of the Project and the Operating Covenant, and these covenants will be recorded against the Project site and will run with the land.

5. City Approvals
The City shall have the right to approve plans and specifications for the Project prior to closing the grant agreement, the form of each general contractor contract (which must include approved language regarding the City’s MBE/WBE, City Residency and Prevailing Wage requirements), the final Project budget, the survey for the site to be developed, change orders which either reduce the gross or net square footage of the Project by 5%, individually or cumulatively, increase the budget by 10%, a change in the use of the site, or delay in the Project completion by more than 3 months. The City will attempt to expeditiously review all of the above and approve or reject in writing. The Respondent is at risk to proceed without City written approval.

6. Progress Reports
The City will require the Respondent to provide the City with: 1) written progress reports on a quarterly basis; duplicates of applicable support documentation verifying the disbursement and receipt of overall Project funds (i.e. invoices, canceled checks, partial and final waivers-of-lien, etc.); 2) monthly reports on MBE/WBE utilization, Prevailing Wage and City Residency (based on expenditures to-date); 3) if applicable a report which includes a plan by the Respondent to address any shortfall; and 4) the City retains the right to review draw requests which must be accompanied by, among other things, invoices, canceled checks, lien waivers owner’s sworn statement, general contractor’s sworn statement and MBE/WBE subcontractor contract amounts and certification letters as a prerequisite to disbursement.

Prior to the closing date, Respondent, general contractor and all major subcontractors shall be required to meet with the City’s monitoring staff with regard to Respondent’s plan to achieve its obligations as established in the grant agreement. Respondent shall
submit documentation to monitoring staff on a regular basis (i.e., monthly, etc.); failure to do so will be deemed an event of default. Such documentation may include the following: 1) sub-contractor’s activity report, 2) contractor’s certification concerning labor standards and prevailing wage requirements, 3) contractor letter of understanding, 4) monthly utilization report, 5) authorization for payroll agent, 6) certified payroll, and 7) evidence that MBE/WBE contractor associations have been informed of the project, via written notice and meetings.

7. Closing Requirements
City review, prior to closing, of Respondent equity, Respondent financial statements (including entities with an ownership interest in Phase 1) for the most recent three fiscal years, a copy of the owner’s title policy, UCC, tax and judgment searches, opinion of counsel, insurance (acceptable to the City), ground leases, acquisition documents, tenant leases, if any, lease termination agreements, tenant relocation plans, operating leases, any other leases associated with the Property, and other customary closing requirements.

C. PHASE 2 - PROGRAM OPERATION
During the operation phase, respondents will provide these key elements:

- 24-hour housing with beds and access to daily meals and basic services such as showers, storage and laundry.
- Housing services, including initial assessment upon intake, housing location, and appropriate placement within a 120-day goal. Programs are required to screen all clients using the Housing Options Screening Tool within 1 week of program entry. Households should be screened and linked to rapid-re-housing assistance as well as other permanent housing placement options.
- Staff must be 40 hour trained by an Illinois Certified Domestic Violence Professional approved training site.
- Case management services and psychosocial assessment, including development of individualized case plan for each household.
- Victim safety planning, including identification or and referral to appropriate service providers.
- Explanation of the Illinois Domestic Violence Act, how to obtain an Order of Protection, and how to utilize the legal system to address domestic violence.
- Crisis intervention services.
- Benefits screening and linkage to mainstream resources.
- Employment assessment and linkage to job training and employment services including placement and retention services.
- 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.
- Provision of/or linkage to physical health assessment, psycho-social assessment, and linkage to mental health and/or substance use disorder services/recovery treatment as appropriate for all household members including children.
- Tracking and documentation of the reasons why clients leave the program without being successfully placed in housing.
• Follow-up with clients at three-month intervals for a period of six months after permanent housing placement.
• Family preservation for programs that serve families. These programs must be prepared to serve children up to the age of 18 regardless of gender.
• The capacity to locate and leverage new partners on an on-going basis in order to provide linkages for the following services either on-site or at a nearby location:
  o Health Care;
  o Child Care and After-school Programs (for family programs);
  o Credit Counseling; and
  o Life Skills Training.

C. OVERALL HOMELESSNESS PROGRAM STANDARDS AND GUIDELINES
In order to maintain continuity and access to equivalent services across the homeless system, DFSS has determined that the standards below will be the minimum required by shelter service providers to be considered for funding where appropriate. These standards and guidelines will apply to Phase 2 of this project.

1. General
   a) There are written policies for intake procedures and criteria for shelter admission, grievance procedures, and other pertinent policies. Respondents must provide copies of such procedures with this application for funding.
   b) All clients must have a completed Housing Options Survey Tool (HOST) survey included in the client file.
   c) Clients are allowed to use the shelter as a legal residence for the purpose of voter registration and the receipt of public benefits.

2. Administration
   a) The shelter shall not discriminate on the basis of race, religion, national origin, sexual orientation, or disability. Shelters serving families with children shall also not discriminate on the basis of the sex or age of the children or the size of the family.
   b) The shelter shall not require clients to participate in religious services or other forms of religious expression.
   c) The shelter's Board of Directors shall meet at least on a quarterly basis and set overall policy for the shelter. Respondents must provide a copy of the Board of Director’s scheduled meetings for the current year.
   d) The shelter shall have a policy manual which includes the shelter’s purpose; population served, program description, non-discrimination policy and confidentiality statement.
   e) The shelter shall have a secured storage space for confidential documents relating to clients and personnel and limit the access to such files.
   f) The shelter must have a written policy to ensure the confidentiality of records pertaining to any individuals provided family violence prevention or treatment services. Respondents must provide a copy of such procedures with this application for funding.
g) The shelter must perform an evaluation of the effectiveness of the services offered, at least annually.

3. Facility
   a) The shelter shall comply with applicable local fire, environmental, health, and safety standards and regulations which apply to the safe operation of the shelter.
   b) The physical premises and equipment must be maintained in a clean and sanitary condition, free of hazards and in good repair. Corrections must be made within a reasonable time from notification of a problem.
   c) A bed or crib is provided for each guest.
   d) The shelter shall make provision for clean linens for each client. There shall be procedures to provide for the sanitizing of all linens and sleeping surfaces.
   e) The shelter shall provide sufficient showers/baths, wash basins and toilets which are in proper operating condition for personal hygiene. These should be adequate for the number of people served. Clean towels, soap and toilet tissue shall be available to each client.
   f) The shelter shall have private space to meet with clients.
   g) The shelter shall have laundry facilities available to clients or a system available for like services.
   h) The shelter shall provide adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. Sufficient electrical sources shall be provided to permit the use of essential electrical appliances while assuring fire safety.
   i) The shelter shall have a fire safety plan which includes at least the following:
      i. A posted evacuation plan;
      ii. Fire drills, conducted at least quarterly;
      iii. Fire detection systems which conform to local building and fire codes; and
      iv. Adequate emergency lighting and fire exits.
   j) The shelter shall have adequate provision of the following services:
      i. Removal of garbage;
      ii. Pest control services;
      iii. Proper ventilation and heating/cooling systems; and
      iv. To ensure that entrances, exits, steps and walkways are kept clear of garbage and other debris, ice and snow and other hazards.

4. Health
   a) The shelter must have available at all times first aid equipment and supplies in case of a medical emergency.
   b) All staff on duty shall have access to a telephone. Emergency telephone numbers shall be posted conspicuously near the telephone.
   c) The shelter shall assure that at least one staff person on duty trained to provide first aid.
   d) The shelter shall have a procedure for making referrals to appropriate medical providers.
e) The shelter shall have a written policy regarding the possession and use of controlled substances as well as prescription and over the counter medication.
f) The shelter shall provide a secure place for the storage of medications.

5. Food Services
   a) Shelters providing food service shall make adequate provisions for the sanitary storage and preparation of foods.
   b) Meals are nutritionally balanced.
   c) Shelters providing food service for infants, youth, and pregnant mothers shall make provisions to meet their nutritional needs.
   d) Shelter must maintain up-to-date food handling and sanitation licenses.

6. Personnel
   a) Adequate on-site staff coverage is provided during all hours of shelter operation.
   b) The shelter has written personnel policies in effect, which also include a Code of Ethics for all shelter personnel.
   c) The shelter must maintain an organizational chart of all paid staff working for the shelter. All titles will have a written job description for each position type, which includes responsibilities and minimum qualifications.
   d) The shelter shall have written policies for the selection of all paid personnel in conformance with the EEO guidelines.
   e) The shelter must conduct background checks on staff that interacts with children.
   f) The shelter will require all staff that interacts with children to complete annually the Mandated Reporter training required by the Illinois Department of Children Services (DCFS) at https://www.dcfstraining.org/manrep/index.jsp.
   g) The shelter shall have adequate, trained, on-site staff coverage during all hours the shelter is open to residents, unless individual secured units are provided.
   h) Staff must be 40 hour trained by an Illinois Certified Domestic Violence Professional approved training site.
   i) All shelter staff shall receive additional training in at least the following:
      i. Emergency evacuation procedures;
      ii. Client confidentiality requirements;
      iii. Emergency procedures for medical, psychiatric, and other crisis situations;
      iv. First aid procedures;
      v. Appropriate chains of authority or command within the shelter;
      vi. Referral procedures to relevant community resources;
      vii. Cultural competency; and
      viii. Shelter operational procedures.

7. Operations
   a) In addition to sleeping arrangements and food, the shelter shall provide the following basic needs:
      i. Humane care which preserves individual dignity;
ii. A clean and secure environment; and
iii. Referrals to other resource agencies or programs.

b) The shelter must have a written intake policy which includes the admittance criteria.

c) The shelter must maintain a roster of clients residing in the shelter.

d) The shelter must post and read, or otherwise make known, the rules, regulations and procedures of the shelter. Respondents must provide copies of such rules with this application for funding.

e) As stated above, the shelter must post and read, or otherwise make known, the rights and responsibilities of shelter clients that shall include a grievance procedure for addressing potential violations of their rights. Respondents must provide copies of such procedures with this application for funding.

f) The shelter must report child abuse and endangerment as required by law. See the DCFS Mandated Reporter requirement above.

g) The shelter must only require clients to perform duties directly related to daily living activities within the shelter.

h) The shelter must provide access to a public or private telephone for use by shelter clients to make and receive calls.

i) The shelter must maintain records to document services provided to each client.

j) The shelter must provide accommodations for shelter clients to store personal belongings.

k) The shelter must provide a safe, secure environment and have policies to regulate access.

l) The shelter must encourage the involvement of clients in the decision making processes of the shelter. This can be accomplished in a variety of ways, including having resident advisory councils to give input into the operations of the shelter, or having homeless or formerly homeless people on the board, or having homeless or formerly homeless people trained and hired as staff, etc.

m) The shelter must allow current clients to use the shelter as a legal residence for the purpose of voter registration and the receipt of public benefits.

n) The shelter must maintain a daily log to record, at a minimum, all unusual or significant incidents.

o) The shelter must have a policy, if applicable, for the maintenance of client “savings” accounts and fees associated with those accounts.

8. Fiscal Management
a) There shall be an accounting system, which is maintained in accordance with Generally Accepted Accounting Principles (GAAP).

b) The shelter shall receive an annual independent audit or audit review.

c) The shelter shall have internal fiscal control procedures.

d) The shelter shall have a record of accountability for client’s funds or valuables entrusted to the shelter.

9. Facility Assessment
To be considered for funding, agencies must have site control where applicable. The site must be ADA compliant and meet local building and safety codes.
10. Requirements
   a) Reporting
      To be considered for funding, agencies must meet the following reporting requirements.
      i. Interim Housing and Overnight Shelter projects must participate in the DFSS Shelter Bed Clearinghouse. Respondents agree to adhere to all associated activities and reporting requirements. This includes providing notification to DFSS of available bed capacity twice daily at times specified by DFSS.
      ii. Participate in the DFSS Point-In-Time Counts annually.

   b) Operational and Collaboration
      DFSS requires funded agencies to comply with the following:
      i. Agency must accept DFSS referrals as a result of DFSS’ direct outreach to the homeless.
      ii. Agency must partner with DFSS in efforts to meet emergency conditions caused by weather, fires and other unforeseen events that may cause an increase in the need for homeless services.
      iii. Agency must participate in meetings, technical assistance, and service activities coordinated by DFSS.
      iv. Agency must establish formal written linkage agreements with other service providers to assist clients in accessing mainstream resources.
      v. Agency is encouraged to participate in the Chicago Alliance to End Homelessness.

11. Outcome Performance Measures
   The interim housing program model has specific outcome measures. Some outcomes have a percentage filled-in. For these outcomes, Respondents are expected to meet this minimum performance standard. In their responses to this RFP, Respondents must describe their strategies for achieving the desired levels of performance. Additionally, Respondents must describe how they will monitor performance outcomes. If the program has not met the stated measures in the past, the application narrative must detail the steps the organization will take to achieve the desired outcomes.

   For each outcome that does not have a percentage filled-in, Respondents must indicate, (in their response to the Application), the projected percentage of households that will achieve this outcome. Respondents must also explain the basis for the projected percentage. For each outcome, Respondents must describe their strategies for achieving this level of performance, any potential barriers in achieving the outcomes, and specific strategies for overcoming the barriers. For selected Respondents, DFSS reserves the right to add or modify performance outcomes.

   a) 30 % of Household departures placed in permanent, stable housing are made within 120 Days
   b) 50 % of Household departures placed in permanent, stable housing are made within 180 days
c) ___% of Households remain housed for six (6) months (Respondent must provide percentage)
d) 50% of Households exit with a documented income through benefits, employment, education or training
e) 5% of Households at most depart interim program to another homeless location
f) 80% of clients learn safety planning
g) 80% of clients learn about the Illinois Domestic Violence Act

Section IV. Evaluation and Selection Procedures

A. Evaluation Process
An evaluation committee selected by DFSS will evaluate and rate all proposals based on the evaluation criteria outlined below. Each proposal will be evaluated on the strengths of the proposal and the responsiveness to the selection criteria outlined below. DFSS reserves the right to consult with other city departments or public or private funders during the evaluation process. Selected Respondent must be ready to proceed with Phase 1 - Facility Development at the time of contracting.

The Commissioner, upon review of recommended agencies, may reject, deny or recommend agencies that have applied for grants based on previous performance and/or area need.

Selections will not be final until the City and the 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.

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.

B. General Selection Criteria
The Proposals will be evaluated on the Respondent’s ability to provide services as defined in this RFP. The following criteria will be used in evaluating all proposals:

1. Previous Programmatic Experience
   • Respondent should demonstrate knowledge of serving victims of domestic violence as evidenced by previous or current operation of a successful program of a similar nature.
   • In the case of programs providing services to individuals (direct benefit), the individuals serviced must meet low/moderate income criteria. Delegate agencies must be willing to maintain records regarding income eligibility of each client served.
   • Provide evidence of financial, physical, and human resources leverage in the community. Also provide any 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).

- Prior experience serving domestic violence victims and their families.

2. Administrative/Fiscal Capacity and Experience

- Respondent will demonstrate the 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.
- Respondent will demonstrate the capability to undertake a facility development project, preferably including prior facility development and capital campaign fundraising experience.
- Overall fiscal soundness, as evidenced by the financial history and record of the organization, as well as audited financial statements (or the equivalent) from the most recent program year. 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.
- Evidence of other (non-City) financial support and/or fundraising accomplishments for the organization.

3. Program Design and Administration

- Respondent will demonstrate program and administrative plans specifically tailored to the goals of the program.

- Proposals will be rated based on the criteria and considerations listed in this RFP for the Interim Housing program model. System level considerations (such as geographic location, need to target underserved populations, etc.) may be taken into account in final ratings and funding decisions. The selection process will also consider how all programs fit together to achieve a comprehensive, citywide system of care that supports Plan 2.0 (Plan to End Homelessness) and aligns with HEARTH Act standards.

C. Additional Evaluation Criteria

In addition to general selection criteria, proposals will be evaluated on the following criteria:

- Agency’s program experience and capacity, including experience serving victims of domestic violence.
- Agency’s cost per client served. Proposals will be evaluated based on their proposed budget request and the number of clients to be served and their estimated cost per client for subsequent year.
- Agency’s demonstrated 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.
- Substantially leverage other non-DFSS public and private funding sources by providing a cash or in-kind match of 25% or more for operations (only). After the facility is developed, 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, Respondents that provide for leverage in their proposed budget will be considered more responsive.

- **Agency’s program implementation, scope, and outcomes.** The Respondent’s program design must be consistent with the Interim Housing Program Model described in this RFP. Proposals will be evaluated on the expertise and ability of the agency to address the required key elements of the proposed program model and fulfill the required program outcomes. The agency must demonstrate an evaluation strategy that is feasible and can reasonably measure program impact. Proposals will be evaluated based on the Respondent’s prior performance for the Interim Housing Program Model being implemented. Prior performance be evaluated based on the Respondents’ narrative response to this Application as well as review of programs’ prior performance (based on DFSS quarterly reports).

- **Agency’s proposed staffing.** Proposals will be evaluated on the extent to which the Respondent demonstrates staffing patterns necessary to operate the program in accordance with the Interim Housing Program Model design and outcomes.

- **Service coordination and integration.** Respondents must demonstrate their capacity to locate and leverage partners on an on-going basis. Proposals will be evaluated on the extent to which the Respondent has linkage agreements and partnerships with providers of the following services: Case Management; Employment Training, Placement, and Retention; Health Care; Housing Placement; Substance Use and Recovery Treatment; Mental Health Assessment and Treatment (for adults and children); Child Care and After-school Programs (for family programs); Legal Assistance and Advocacy; Credit Counseling; Life Skills Training. Proposals will be evaluated on the extent to which clients will have the ability to access these services either on-site or at a nearby location.

- **Facility Assessment.** Agencies must meet ADA and local code regulations to operate a shelter, where applicable. Failure to respond or meet the criteria in the Facility Assessment will be taken into consideration.

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

- Enable DFSS to expand domestic violence shelter bed capacity.
- Consider the geographic locations of existing housing programs for families impacted by domestic violence.
- Align with the goals of Plan 2.0 and anticipated HEARTH standards by focusing on rapid re-housing 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
Respondent agency.
  o Consider prior performance, as indicated in quarterly reports submitted to DFSS.
  o Consider complaints and unresolved complaints pertaining to the service provider.

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.

Section V. 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:

1. A debtor in bankruptcy; or
2. A defendant in a legal action for deficient performance under a contract or in violation of a statute or related to service reliability; or
3. A Respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
4. A defendant in any criminal action; or
5. 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
6. 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
7. 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 Evelyn Diaz. 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 Respondent is obliged to accept and implement any recommended technical assistance. The grant agreement will describe the payment methodology. 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. All guidelines and requirements of the Department of Family and Support Services and the City of Chicago. Additionally all successful Respondents must comply with the Single Audit Act if applicable.

E. Insurance Requirements
Funded Respondents will provide and maintain, at their expense, the insurance coverage and requirements specified by the City of Chicago in the “Insurance Requirements and Insurance Certificate” (see attachment A). The Insurance Certificate of Coverage is only required for those Respondents who are selected for a grant agreement award at which time more information will be given. However, a preliminary version of this certificate must be provided when responding to the RFP as the City of Chicago cannot enter into contracts with Respondents without the insurance. Please refer to Attachment A for more information.

Grantee must provide and maintain at Grantee'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.

1. **INSURANCE TO BE PROVIDED**

   a) 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.

   b) 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 and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

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

c) Builder’s Risk Insurance
Builder’s Risk Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage liability. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

d) Automobile Liability (Primary and Umbrella)
When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Grantee must provide Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

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

e) Professional Liability
When any professional consultants including counselors, case managers, program management and administration professionals perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than $2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Contractors or Subcontractors performing any professional services for the Grantee must maintain limits of not less than $1,000,000 with the same terms herein.

f) Directors and Officers Liability
Directors and Officers Liability Insurance must be maintained by Grantee 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 Grantee under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

g) Crime
Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Grantee at any given time.

h) Property
All Risk Commercial Property Insurance including improvements and betterments must be maintained by the Grantee to insure against loss of or damage to building(s), equipment and contents related to the Grantees property site/shelter facility that is part of the Agreement. Coverage extensions must include Valuable Papers.

Grantee is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Grantee related to this Agreement.

2. **ADDITIONAL REQUIREMENTS**
Grantee must furnish the City of Chicago, Department of Family and Support Services, 1615 West Chicago Avenue, 3rd Floor, Chicago IL. 60622, and Comptroller’s Office, Federal Funds Insurance Unit, 33 North LaSalle Street, Room 800, Chicago, IL 60602 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. Grantee 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 Grantee is not a waiver by the City of any requirements for the Grantee to obtain and maintain the specified coverages. Grantee must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Grantee 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 Grantee must provide for 30 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 Grantee.

Grantee 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 Grantee in no way limit the Grantee'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 Grantee 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 Grantee is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

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
1. 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)

2. 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)

3. 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:

1. 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.

2. 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.

3. Selected respondents shall establish procedures and policies to promote a Drug-free Workplace. The selected 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 selected 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.

4. 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 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.


6. 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.

7. 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.

8. (a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "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 Shakman Accord and the City Hiring Plan prohibit 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 rise 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 or the Shakman Monitor's Office related to the grant agreement.