



Delegate Agency Solicitation #8652 (RFP)

**12th Ward Community Arts and Cultural Micro-Grants**

**Specification Number:1245029**

**Required for use by:** OFFICE OF BUDGET & MANAGEMENT

**Bid/Proposal Submittal Date and Time:** 12:00 PM Central Time, 20-MAY-2022

**Deadline for Questions:**

**Buyer:** MCCLARN, GRAYLEN

**Email Address:** Graylen.McClarn@cityofchicago.org

**Phone Number:** 3127449745

**Pre-Solicitation Conference Date and Time:** 12:00 PM Central Time, 29-APR-2022

**Pre-Solicitation Conference Location:** Join Zoom Meeting

<https://us02web.zoom.us/j/88098029349?pwd=RGRGL3hFRnhZRGR3dEZKdHEycWNuUT09> Meeting ID:

880 9802 9349 Passcode: 08236

**Site Visit Date & Time:** N/A

**Site Visit Location:** N/A

***Please submit your response to:***

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

**LORI E. LIGHTFOOT**  
MAYOR

**George A. Cardenas**  
Alderman

**Specification Number:** 1245029

**Type of Funding:**

**Title:** 12th Ward Community Arts and Cultural Micro-Grants

**Table of Contents**

1 Header Information.....3

    1.1 General Information.....3

    1.2 Terms.....3

    1.3 Requirements.....3

    1.4 Attachments.....9

    1.5 Response Rules.....9

2 Price Schedule.....10

    2.1 Line Information.....10

    2.2 Line Details.....10

        2.2.1 Line 1.....10

        2.2.2 Line 2.....10

        2.2.3 Line 3.....10

        2.2.4 Line 4.....10

        2.2.5 Line 5.....11

        2.2.6 Line 6.....11

        2.2.7 Line 7.....11

        2.2.8 Line 8.....11

        2.2.9 Line 9.....11

**1 Header Information**

**1.1 General Information**

Title	<b>12th Ward Community Arts and Cultural Micro-Grants</b>		
Description	<b>12th Ward Community Arts and Cultural Micro-Grants</b>		
Preview Date	<b>Not Specified</b>	Open Date	<b>20-APR-2022 14:39:35</b>
Close Date	<b>12:00 PM Central Time, 20-MAY-2022</b>	Award Date	<b>Not Specified</b>
Time Zone	<b>Central Time</b>	Buyer	<b>MCCLARN, GRAYLEN</b>
Quote Style	<b>Blind</b>	Email	<b>Graylen.McClarn@cityofchicago.org</b>
Event	<b>Delegate Agency</b>	Outcome	<b>Delegate Agency Blanket Agreement</b>

**1.2 Terms**

Effective Start Date	<b>Not Specified</b>	Effective End Date	<b>Not Specified</b>
Ship-To Address	<b>005- CH 604 121 N. LA SALLE ST. ROOM 604 Chicago, IL 60602 United States</b>	Bill-To Address	<b>005- CH 604 121 N. LA SALLE ST. ROOM 604 Chicago, IL 60602 United States</b>
Payment Terms	<b>IMMEDIATE</b>	Carrier	
FOB		Freight Terms	
Currency	<b>USD (US Dollar)</b>	Price Precision	<b>Any</b>
Total Agreement Amount (USD)	<b>Not Specified</b>	Minimum Release Amount (USD)	<b>Not Specified</b>

**1.3 Requirements**

<b>Contact Information</b>
Contact First Name: ..... Provide your answer below  
Contact Last Name: ..... Provide your answer below  
Contact Telephone Number: ..... Provide your answer below  

Contact Information
Contact Email Address: ..... Provide your answer below
Contact Type: ..... Provide your answer below
Organization Information
What is the name of the organization/agency applying for this grant? ..... Provide your answer below
What is the address of the organization/agency applying for this grant? ..... Provide your answer below
What is the email address of the organization/agency applying for this grant? ..... Provide your answer below
What is the telephone number of the organization/agency applying for this grant? ..... Provide your answer below

<b>Organization Information</b>
What is the name and title of the executive director/head of the organization? ..... Provide your answer below
What is the contact number of the executive director/head of the organization? ..... Provide your answer below
What is the email address of the executive director/head of the organization? ..... Provide your answer below
What is the designation of the organization (i.e. corporation, not-for-profit corporation, limited partnership, limited liability companies and limited liability partnership) according to the State of Illinois Articles of Incorporation? ..... Provide your answer below
Have you uploaded a copy of your organization's Articles of Incorporation? ..... Provide your answer below
<b>Organization Description</b>
Please provide a brief description of your organization's purpose and mission. ..... Provide your answer below

<b>Organization Description</b>
What is your organization's experience in providing the proposed program/services? ..... Provide your answer below
<b>Program Description/Scope of Services</b>
Proposed Program Name: ..... Provide your answer below
Provide Details of the Proposed Program (Description should include what the program is seeking to achieve, what areas within the ward will be serviced, what target population will be served): ..... Provide your answer below
Does the program have a fresh, creative way of engaging community residents in the arts? ..... Provide your answer below
Does the program provide a high-quality arts experience? ..... Provide your answer below
Does the program allow for experiential (hands-on) arts learning for children, adolescents of all abilities? ..... Provide your answer below

<b>Program Description/Scope of Services</b>
<p>Project Timeline: Start and End Dates</p> <p>.....</p> <p>Provide your answer below</p>
<p>What Services and resources will your organization provide?</p> <p>.....</p> <p>Provide your answer below</p>
<b>Community Impact</b>
<p>Are there plans to involve other community organizations, volunteers or mentors?</p> <p>.....</p> <p>Provide your answer below</p>
<p>Will the children's families be involved?</p> <p>.....</p> <p>Provide your answer below</p>
<p>Will the children and families have an opportunity to learn about other programs at your site or other sites in the community?</p> <p>.....</p> <p>Provide your answer below</p>
<b>Program Budget</b>
<p>Total Requested Amount: \$</p> <p>.....</p> <p>Provide your answer below</p>

<b>Program Budget</b>
<p>Please provide a budget narrative that describes how costs were derived for each item and budget category:</p> <ul style="list-style-type: none"><li>· Supplies &amp; Equipment: \$</li><li>· Professional Services: \$</li><li>· Other Expenses: \$</li></ul> <p>.....</p> <p>Provide your answer below</p>
<p>Do the resources match the scope of the project?</p> <p>.....</p> <p>Provide your answer below</p>
<p>Has organization successfully carried out similar projects?</p> <p>.....</p> <p>Provide your answer below</p>
<b>Data Collection and Outcome Reporting</b>
<p>How and what program data will be collected for this program?</p> <p>.....</p> <p>Provide your answer below</p>
<p>What outcome are you hoping to achieve through this grant?</p> <p>.....</p> <p>Provide your answer below</p>



<b>Data Collection and Outcome Reporting</b>
How will you be reporting these outcomes to the Ward? ..... Provide your answer below
<b>Evaluation and Monitoring</b>
Please describe what monitoring tools your agency has in place to ensure compliance around this grant (i.e., record keeping, cost tracking, etc.) ..... Provide your answer below
<b>Grants Management</b>
Please describe your organization’s programmatic and administrative capacity for operating and managing the proposed program. ..... Provide your answer below
What Fiscal Controls will your organization be putting into place in order to manage the microgrant funds? ..... Provide your answer below

**1.4 Attachments**

Name	Data Type	Description
ATTACHMENT 01: RFP Supplemental Document	File	

**1.5 Response Rules**

- Solicitation is restricted to invited suppliers
- Suppliers are allowed to respond to selected lines
- Suppliers are allowed to provide multiple responses
- Buyer may close the solicitation before the Close Date
- Buyer may manually extend the solicitation while it is open

**2 Price Schedule**

**2.1 Line Information**

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

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

**2.2 Line Details**

**2.2.1 Line 1 0005 - Personnel**

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

**2.2.2 Line 2 0044 - Fringe Benefits**

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

**2.2.3 Line 3 0100 - Operating/Technical**

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

**2.2.4 Line 4 0140 - Professional and Technical Services**

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

**2.2.5 Line 5 0200 - Travel**

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

**2.2.6 Line 6 0300 - Materials and Supplies**

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

**2.2.7 Line 7 0400 - Equipment**

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

**2.2.8 Line 8 0801 - Indirect**

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

**2.2.9 Line 9 0999 - Other**

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

CITY OF CHICAGO



**REQUEST FOR PROPOSALS (RFP)  
12th Ward Community Micro-Grants  
Arts and Cultural Programming  
RFP: 8652**

**All Proposals must be submitted through eProcurement system**  
**<http://www.cityofchicago.org/eprocurement>**

Contact for Further Information:  
Liliana Escarpita  
12th Ward  
(773) 523-8250  
Ward12CommunityGrants@cityofchicago.org

City of Chicago  
Alderman George Cardenas  
12 Ward

12<sup>th</sup> Ward Community Micro-Grant Program

## **I. Purpose**

Community art and cultural programming promote social cohesion and solidarity, as well as empowers individuals, fosters social tolerance, and instills civic pride. Microgrants for Arts and Cultural Programming in the 12th Ward will be awarded to organizations that will introduce new ideas and programs or expand on existing ones that will enhance the quality of life for community residents through art and cultural activities.

## **II. Background**

Alderman George Cardenas and members of the Chicago City Council approved funding for a one-time community micro-grant program in the 2022 budget. Each ward office receives \$100,000 to fund projects aimed at enhancing local communities. Funding will also be considered for collaborative entities and coalitions.

## **III. Project Description**

Consideration will be given to art or cultural organizations that demonstrate the capacity to provide visual or performing arts programming, which may include, but is not limited to, murals, mosaics, sculptures, paintings, theatre, and dance. Proposals should address at least one of the following key themes: environment and climate change, immigration, social justice and community diversity.

For consideration, proposals should include the following information:

- A detailed description of each program/purpose
- Description and address(es) of potential locations for public art installations
- A description of how the activity/activities will benefit the community and/or individuals for whom they are intended
- Conduct at least one workshop or showcase event that includes members of the broader community and youth
- Estimated outputs, including the anticipated number of artists, residents, and youth engaged, as well as the engagement methodology.
- A cost analysis justifying the grant amount requested

The 12th Ward will not select any organization that does not fulfill these expectations.

Funds must be expended by 2022.

## **IV. Available Funding**

A total of \$50,000 will be available through this RFP for the anticipated contract through December 31, 2022. The 12th Ward intends to award successful applicants with grants ranging from \$10,000 to \$50,000. Exact grant amounts to be determined based on number of applicants.

Extensions are not allowed, and funding is at the discretion of the City based on the availability of funds and the respondent's performance. It is anticipated that contracts will be awarded through this RFP. The Alderman may reallocate funding across selected respondents during contract extension negotiations based on funding, each respondent's performance, and programmatic priorities.

#### **V. Internet Access to this RFP**

Respondents may download the RFP and any future addenda from the City's Department of Procurement Services (DPS) website at the following URL:

<https://www.chicago.gov/city/en/depts/dps/isupplier/current-bids.html>.

Respondents are required to have Internet access and an email address. The City will not provide hardcopies of this RFP or clarifications and/or addenda. Respondents are required to submit responses via the City's online purchasing system, eProcurement.

The City accepts no responsibility for the timely delivery of materials or for alerting Respondents on posting to the DPS website information related to this RFP.

Under no circumstances shall failure to obtain clarifications and/or addenda relieve a Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing a submittal. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award(s) made under this RFP.

#### **VI. Award and Financial Capability**

- a. Payment for services will be made on a reimbursement basis, however, advances up to 25% of the total contract may be requested using the Advance Payment Request form (Exhibit 2), which must be disbursed within the first two (2) months of the contract term; all subsequent payments will be based on a reimbursement schedule. Respondents must demonstrate capacity to fund program expenditures from the start date until they are reimbursed by the City. If multiple agencies will be subcontractors of a lead agency, then the application must be submitted by the lead agency as the respondent. The lead agency must obtain all expenses from the agency/agencies and assume all reporting responsibilities for all the expenses for the award. If a lead agent applies, the budget for the total fiscal year must include all expenses for the award from the lead agency and all agencies to receive funds through this RFP.

- b. An organization may use a fiscal agent to administer the grant. If a fiscal agent is used, provide the total budget for the agency that will serve as the fiscal agent. The fiscal agent must designate a staff person who will prepare and review all vouchers for accuracy before making monthly submissions. Please identify who will be responsible for financial reporting.

## **VII. Length of Award**

All costs must be incurred during the grant period in order to be eligible for reimbursement. All final reimbursement requests must be submitted no later than January 15, 2023; late submissions will not be accepted. Funding renewals are not permitted.

## **VIII. Type of Award**

- a. These funds are Corporate (Local) funds and are not associated with any federal and/or state sources.

## **IX. Staffing Plan**

- a. Please describe how many staff (part time, full time, or hourly) will receive compensation from this grant. If one or more agencies will serve as subcontractors to the respondent, be specific in outlining staffing plans for each agency. Describe the role of all positions supported by this grant. Provide job descriptions and resumes of staff and explain time allocation for each person (full-time, part-time as well as hourly), as well as job descriptions for any vacant positions or new positions that will be created because of this funding opportunity. This MUST match the budget.

## **X. Budget and Justification**

- a. The wages of the staff who are employed by the respondent and any agencies that will serve as subcontractors to the respondent must meet the City's minimum wage

requirements found here:

[https://www.chicago.gov/city/en/depts/bacp/supp\\_info/minimumwageinformation.html](https://www.chicago.gov/city/en/depts/bacp/supp_info/minimumwageinformation.html).

- b. Staff supported by this grant are NOT City of Chicago employees; they are employed by the agency/agencies. The respondent must list the salary and/or hourly rate of staff assigned to this grant. Staff are not permitted to serve as volunteers; they must be paid for their time worked, skill level, lived experience (if applicable), and their expertise in the field. The job description detailing the duties and responsibilities required will serve as guidance for the workflow and

salary/hourly wage. Complete a program budget outlining all detailed expenses in its entirety for this proposal (e.g., salaries, program materials, travel reimbursement).

## **XI. Eligible Applicants**

- a. Respondents eligible for this funding opportunity must meet the following criteria:
  - i. This is a competitive process open to all entities: non-profit, for-profit, faith-based, private, and public.
  - ii. Have an office located in the City of Chicago from which agency offers services
  - iii. Be in good standing with the City of Chicago.
  - iv. Have the administrative, organizational, programmatic, information technology and fiscal capability to plan, develop, implement, and evaluate the proposed project. Agencies with a limited capacity to administer the fiscal responsibilities associated with their programs may choose to subcontract with a fiscal and reporting agency to provide administrative services.

Eligible applicants must be a legally registered organization with the State of Illinois to conduct business in the City of Chicago.

Pursuant to the City's Governmental Ethics Ordinance, § 2-156-110(a) "Interest in city business," and §2-156-130(b) and (c), "Employment of relatives or domestic partners," no applicants may: (i) have staff or board members who are relatives of the respective alderperson or their staff; or (ii) have City employees who are owners, in part or in full.

Moreover, to avoid even the appearance of impropriety, no applicants, or their board members, employees, or officers may: (iii) have the alderperson or a member of the alderperson's staff serving as a volunteer, paid employee, or board member of the applicant's staff; or (iv) have made political contributions in excess of \$1,500 to the respective alderperson or their authorized political committees in the preceding 12 months.

Organizations receiving funding can only receive one award per ward and cannot exceed **\$50,000 per recipient**. All recipients must register with the City's iSupplier portal and must complete an Economic Disclosure Statement prior to receiving funding. All funds must be reported by the recipient for tax purposes.

Respondents that do not meet these eligibility requirements will **NOT** have their applications evaluated; incomplete applications will **NOT** be evaluated for this funding opportunity.

## **XII. Evaluation of Proposals**



- a. **Selection/Review Criteria:** An Evaluation Committee made up of representatives from the Ward, other City, County or State Departments, and/or other community members may review and evaluate the proposals in accordance with the evaluation criteria. The Evaluation Committee will recommend either:
  - i. A short list of potential awardees from whom it needs clarification of RFP response; or
  - ii. A list indicating recommended awardees. All recommendations are presented for approval to Alderman.
  
- b. The City reserves the right to accept or reject any or all proposals; take exception to parts of proposals, request written or oral clarification of proposals and supporting materials or cancel this Request for Proposals process if it is in the City’s best interest to do so. A respondent may be asked to clarify their proposal by making a presentation, performing a demonstration, or hosting a site visit. Alderman reserves the right to negotiate separately with competing respondents for all or any part of the services described in this RFP.
  
- c. **Evaluation Criteria**

**Proposals will be reviewed by an evaluation committee that includes community members. Grants will be scored using the following criteria:**

<b>Category</b>	<b>Available Points</b>
<b>Organization Description</b>	<b>10</b>
<b>Proposed Program/Scope of Services</b>	<b>30</b>
<b>Community Impact</b>	<b>30</b>
<b>Program Budget</b>	<b>10</b>
<b>Data Collection and Outcome Reporting</b>	<b>10</b>
<b>Evaluation and Monitoring</b>	<b>5</b>
<b>Grants Management</b>	<b>5</b>
<b>Total Points</b>	<b>100</b>

**XIII. Checklist of Ineligible Expenses**

- a. Political activity and political contributions
- b. Child support payments

- c. Gift Cards
- d. Food and Beverages
- e. Travel
- f. Debt payments
- g. Construction projects (i.e., renovations, permanent improvements, new construction)
- h. Religious activities
- i. Duplicate expenses
- j. Indirect costs (Facilities and administrative cost or overhead)

**XIV. Payment and Supporting Documentation**

All requests for reimbursement must be accompanied with an affidavit provided in Exhibit C and submitted through the iSupplier system for processing. All expenses are subject to audit and any ineligible or improper costs will not be reimbursed. The recipient is required to maintain supporting documentation in the form of receipts and/or bank statements which must be submitted with all payment requests.

Any advances given to the awardee will be reduced through the reimbursement request process, provided that no more than 50% of the reimbursement request will be used to reduce the advance.

**XV. Reporting Requirements and Final Report**

The recipient must complete a final report and/or survey indicating the use of funds no later than 60 days after December 31, 2022. Final reports must be submitted to the Department of Finance, Grants Projects and Accounting Division at: [GPD\\_Community\\_Microgrants@cityofchicago.org](mailto:GPD_Community_Microgrants@cityofchicago.org).

Final awards and payments will be posted online at: <https://webapps1.chicago.gov/vcsearch/contracts>.

**XVI. Document Retention Requirements**

All documents must be retained by the microgrant recipient in accordance with the City of Chicago's document retention policy.

**XVII. Indebtedness**

Recipients of awards must not have City debt or be on an active payment plan.

**XVIII. Conflict of Interest**

All recipients must complete a Conflict-of-Interest Form which will be retained on file through the life of the contract.

- a. Alderman may wish to seek an opinion from the Chicago Board of Ethics on any matters that may pose a conflict of interest.
- b. Any misconduct pertaining to City contracting or conflicts of interest should be reported promptly to the Office of the Inspector General. The Inspector General

may be contacted anonymously by telephone at 866-IG-TIPLINE (866-448-4754). The Inspector General may also be contacted by email at: [www.chicagoinspectorgeneral.org](http://www.chicagoinspectorgeneral.org).

**XIX. Auditing and Compliance**

Each aldermanic office is responsible for the programmatic and fiscal monitoring and compliance of the contracted individual and/or organization, in accordance with the originating funding source agreement. The individual and/or organization is required to perform services as outlined in the agreement and use the templates and requirements provided by the City. All individuals and/or organizations must remain in compliance with the grant agreement and City policies and procedures; failure to do so may invalidate the contract or jeopardize reimbursement of expenses. Agreements are subject to audit and compliance monitoring during the term of the agreement and up to the record retention expiration.

**XX. Reporting and Other Requirements for Successful Respondents**

All successful respondents will be required to submit monthly program reports, voucher on a monthly basis, and participate in all site visits, evaluation, and quality assurance activities. Vouchers must be accompanied by appropriate documentation and contain adequate details for all expenses for which reimbursement is requested.

**XXI. Compliance with Laws, Statutes, Ordinances and Executive Orders**

Grant awards will not be final until the City, through the Alderman, 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:

- a. **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.
  1. 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. If any Respondent has provided any services for the City in researching, consulting, advising, drafting, or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.
- b. **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.
  - c. 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.
  - d. 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.

XXII. **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).

XXIII. **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.

XXIV. **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.

"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.

**a. "City of Chicago Hiring Plan"**

- i. 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.
- ii. 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.

- iii. 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.
- iv. In the event of any communication to you by a City employee or City official in violation of paragraph (a) above, or advocating a violation of paragraph (b) 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.

**XXV. False Statements**

**a. 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)

**b. 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)

**c. 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)

**XXVI. Bidders' Conference**

A Bidders' Conference has been scheduled for this RFP. The purpose of the Bidders' Conference is to provide an overview of this RFP, describe the proposal review process, and answer prospective respondents' questions. Organizations planning to apply for funding are strongly encouraged to participate in a Bidders' Conference. The Bidders' Conference will be held at the following location and date:

Bidders' Conference

Date and Time of  
Conference:

**April 25, 2022 2PM**

---

Location:

Zoom

<https://us02web.zoom.us/j/88098029349?pwd=RGRGL3hFRnhZRGR3dEZKdHEycWVuUT09>

Meeting ID: 880 9802 9349

Passcode: 08236

---

**XXVII. The e-Procurement System**

- a. ***To complete an application for this RFP, RESPONDENTS will need to set up an account in the new eProcurement/iSupplier system.***
- b. Registration in iSupplier is the first step to ensuring your agency's ability to conduct business with the City of Chicago and DFSS. ***Please allow five to seven days for your registration to be processed.***
- c. The Department of Procurement Services (DPS) manages the iSupplier registration process. All delegate agencies are required to register in the **iSupplier portal** at [www.cityofchicago.org/eProcurement](http://www.cityofchicago.org/eProcurement). All vendors must have a Federal Employer Identification Number (FEIN) and an IRS W9 for registration and confirmation of vendor business information.



1. **New Vendors** – Must register at [www.cityofchicago.org/eProcurement](http://www.cityofchicago.org/eProcurement)
2. **Existing Vendors** – Must request an iSupplier invitation via email. Include your **Complete Company Name and City of Chicago Vendor/Supplier Number**

**(found on the front page of your contract)**

in your email to [customersupport@cityofchicago.org](mailto:customersupport@cityofchicago.org) . You will then receive a response from DPS so you can complete the registration process. Please check your junk email folder if you have made a request and not heard back as many agencies have reported responses going their junk folder.

- d. To receive training about all aspects of the eProcurement system register using the link below and include the name of the agency which you will represent. Training will review eProcurement functions such as iSupplier registration and overview, responding to RFPs, creating invoices and reviewing / tracking payments.
- e. For further eProcurement help use the following contacts:
  - i. **Questions on Registration, eProcurement, and additional technical assistance:** [CustomerSupport@cityofchicago.org](mailto:CustomerSupport@cityofchicago.org) or 312-744-4357 (HELP)
  - ii. **Online Training Materials (technical assistance materials and handouts):** <https://www.cityofchicago.org/city/en/depts/dps/isupplier/online-training-materials.html>
  - iii. **handouts):** [https://www.cityofchicago.org/content/dam/city/depts/dps/isupplier/training/Vendor Create New Address and Contact.pdf](https://www.cityofchicago.org/content/dam/city/depts/dps/isupplier/training/Vendor%20Create%20New%20Address%20and%20Contact.pdf)
- f. If you are having difficulty registering additional people, please refer to this handout [https://www.cityofchicago.org/content/dam/city/depts/dps/isupplier/training/Vendor Create New Address and Contact.pdf](https://www.cityofchicago.org/content/dam/city/depts/dps/isupplier/training/Vendor%20Create%20New%20Address%20and%20Contact.pdf)
- g. Respondents must submit an application for the request for proposal via eProcurement.
- h. ***For this application, all answers to application questions are limited to 4,000 characters, including spaces and punctuation.***

XXVIII. **For Respondents** wishing to submit more than one application to a RFP Organizations submitting more than one proposal may do so by **submitting each proposal under a separate, unique registered account user with online bidding responsibilities within the organization’s iSupplier account, using their individual login information.**

**XXIX. Contact Person Information**

- a. 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: Lindsay Tillman, Chief of Staff at: 773.999.3308.

- b. Questions regarding the technical aspects of responding to this RFP may be directed to:
  - i. OBM: [CustomerSupport@cityofchicago.org](mailto:CustomerSupport@cityofchicago.org) or 312-744-4357 (HELP)

**XXX. 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.

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>

a. 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:

- i. A debtor in bankruptcy; or
- ii. A defendant in a legal action for deficient performance under a contract or in violation of a statute or related to service reliability; or
- iii. A Respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- iv. A defendant in any criminal action; or
- v. 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
- vi. 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
- vii. 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.

**b. 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. The City anticipates that payment will be conditioned on the Respondent's performance in accordance with the terms of its grant agreement.

**c. Insurance Requirements**

- i. Respondents must provide and maintain at the Respondent's own expense, during the term of the Agreement and during the time period following expiration if the Respondent is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

**1. Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident; \$500,000 disease-policy limit; and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

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

**2. Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, hospitals and clinics if applicable, independent

contractors products/completed operations, separation of insureds, defense, and contractual liability **(not to include Endorsement CG 21 39 or equivalent)**.

The City must be provided additional insured status with respect to liability arising out of Provider's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Provider's acts or omissions, whether such liability is attributable to the Provider or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Provider's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

- 3. Directors and Officers Liability:** Directors and Officers Liability Insurance must be maintained by the Respondent in connection with this Agreement with limits of not less than \$1,000,000. Coverage must include any actual or alleged act, error or omission by directors or officers while acting in their individual or collective capacities. When policies are renewed or replaced, the policy retroactive date must coincide with precede commencement of services by the Provider under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.
- 4. Automobile Liability (Primary and Umbrella):** When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Provider with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis.

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

5. **Excess/Umbrella:** Excess/Umbrella Liability Insurance must be maintained with limits of not less than 1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.
6. **Professional Liability** When any program/project manager, administrator, case manager, or any other professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained or cause to be maintained, with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work or services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.
7. **Miscellaneous Medical Professional Liability** When any medical practitioners, technicians or self-employed practitioners including physicians, dentists/dental professionals, psychiatrist/psychologists, therapists, nurse practitioners and medical laboratories perform services in connection with the Agreement, Miscellaneous Medical Professional Liability Insurance must be maintained or cause to be maintained, covering acts, errors, or omissions related to the supplying of or failure to supply medical services or health care services with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede commencement of services by the medical professionals under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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

- 8. Valuable Papers:** When any media, data, reports, records, charts, medical and/or laboratory records, test results, files, x-rays and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.
- 9. Property:** Provider is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Provider.
- 10. Additional Requirements: Evidence of Insurance** Provider must furnish the City of Chicago, Department of Family and Support Services, 2<sup>nd</sup> Floor, 1615 W. Chicago Ave. Chicago, IL. 60622 and if applicable, Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, IL. 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Provider must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Provider, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Provider must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Provider for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance Failure of the Provider to comply with required coverage and terms and conditions outlined herein will not limit Provider's liability or responsibility nor does it relieve Provider of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement

may be terminated.

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

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

Waiver of Subrogation Provider hereby waives its rights and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Provider's insurer(s).

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

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

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

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

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

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

Other Insurance obtained by Provider If Provider desires additional coverages, the Provider will be responsible for the acquisition and cost.

Insurance required of Subcontractors Provider shall name the Subcontractor(s) as a named insured(s) under Provider's insurance or Provider will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Provider. Provider shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Provider is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an endorsement form at least as broad and acceptable to the City. Provider is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Provider must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Provider's liability or responsibility.

City's Right to Modify Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

### **XXXI. 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.