

# REQUEST FOR PROPOSAL

## Workforce Solutions Program Administrator

City of Chicago  
Department of Planning and  
Development  
Ciere Boatright,  
Commissioner  
121 N. LaSalle Street, Suite  
1000  
Chicago, IL 60602

RFP Issued on: **Monday, September 23, 2024**  
Pre-Proposal Conference: Tuesday, October 1 at 10:00 am

RFP Responses due: **Wednesday, October 23, 2024**

All responses and questions should be submitted  
on Submittable: [LINK](#)

***\*Please Note:***

If hyperlink "[LINK](#)" is not working, you can find submission page by going to:  
<https://cocdpd.submittable.com/submit> and selecting "Workforce Solutions  
Program Administrator Request for Proposals – Department of Planning and  
Development"

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## 1. Introduction

### 1.1 Purpose

The City of Chicago ("City"), acting through its Department of Planning and Development ("DPD"), seeks one Program Administrator ("PA") to support DPD to provide comprehensive management of all Workforce Solutions Programs ("the Program") / Training Grant applications. The primary activities will include, but are not limited to the following:

1. Review Program rules and regulations in conjunction with DPD
2. Manage the day-to-day operations of the Program, including the management of the application process
3. Provide technical assistance to Applicants during the application and payment processes
4. Oversee monitoring and compliance processes
5. Conduct Program marketing and outreach, including the recruitment of grant applicants
6. Perform ongoing Program evaluation, including maintaining project data and performance metrics

Local organizations with demonstrated experience in this area, and with an interest in making their services available to the City of Chicago, are invited to respond to this RFP. Local availability of key personnel will be required.

The work contemplated is professional in nature. The PA must be acting as an individual, partnership, corporation, or other legal entity, is of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. All reports, information, or data prepared or assembled by the PA under a contract awarded pursuant to this RFP are confidential in nature and will not be made available to any individual or organization, except the City, without the prior written approval from the City. Any contract resulting from this document will require the PA to execute a statement of confidentiality.

Program Administrators shall be financially solvent along with each of their members, employees, agents, or subcontractors of any tier, including joint venture partners, shall be competent to perform the services required under this RFP document.

The PA will complete the Scope of Work ("Scope") related to program administration of Workforce Development programs. All activities related to this Scope should be planned and completed in consultation with the City of Chicago's Department of Planning and Development ("DPD"), with work to begin immediately after contract execution. It is expected that the program administrator will begin immediately with the department on start-up processes. The PA is expected to have the capacity to manage incoming program applications.

Changes to the Program Administrator roles and responsibilities could occur based upon enabling ordinance amendments or program funding requirements. Changes due to ordinance amendment or Program funding requirements which change the roles and responsibilities of the Program Administrator, as outlined in this document, shall be assumed by the Program Administrator upon change becoming effective. Changes not due to ordinance amendment or Program funding requirements will be assumed by the Program Administrator upon mutual agreement between DPD and the Program Administrator. Such changes may or may not require a contract amendment.

## *1.2 Background*

One of the Workforce Development programs is the City of Chicago's TIFWorks Program, it is an economic development program established in 2002 that utilizes Tax Increment Financing (TIF) dollars to subsidize workforce training programs for companies in TIF districts (<https://www.chicago.gov/city/en/depts/dcd/provdrs/tif.html>). The Program aims to enhance performance and operations, increase profits, and improve productivity of Chicago's businesses by providing training to upgrade the skills of current (incumbent) employees and/or train new hires (Chicago Residents) to improve the quality of Chicago's workforce. With the Program's success in achieving these goals, there is a continuing need for the Program.

The City is actively working in securing additional funding to support workforce development projects in areas where TIF funding is not available.

The services performed by the PA for the Program (the "Services") will include the TIFWorks Program (TIF funded) as well as additional Workforce Development Grant Applications (non-TIF funded).

## **2. Program Administrator Scope of Work**

### *2.1 Program Rules and Regulations*

- a. Review Program Rules and Regulations, conduct a review of the initial Program structure as established by DPD and identify recommendations, if any.
- b. Assist with the development of a program manual/handbook which includes all aspects of how the program operates, policies and procedures, stages, timelines, contract procedure, waitlist, and anything else relevant to the program.
- c. Assist with the development of a guide to help applicants successfully complete applications.
- d. Assist with the collection of average market-based rates for grant-funded, instructor-led individual and group training.

### *2.2 Contract Document Requirements*

- a. As requested by the City, PA shall promptly prepare draft Contract Documents, for use with qualifying businesses, using City approved forms.

### *2.3 Program Administration and Contract Compliance Monitoring*

In the first year of the contract the program will largely follow the process which has been created by the Workforce Development staff ("staff"). Staff will educate the PA on how funds are generated and earmarked for use, eligibility criteria, application evaluation criteria, eligible training activities and program guidelines. In correlation with this, PA will also perform:

1. Day-to-Day Operations
  - a. Conduct the basic financial and operational management tasks needed to run the Program.
  - b. Serve as the primary point of contact for potential and awarded Applicants.
  - c. Maintain records of correspondence between PA and Applicant.
  - d. Complete the template(s) for the commitment letter(s) between the City and Applicants.
  - e. Coordinate and meet regularly with DPD staff on ongoing operations and specific issues as they arise.
2. Coordinate Technical Assistance
  - a. Manage all aspects of the Program's application process, including providing technical assistance to applicants, answering questions, providing resources, review of submitted applications to ensure they meet Program eligibility requirements as provided by the City.

- b. For each application, provide a written summary, including a recommendation regarding grant eligibility to the City. The City will make the final decision whether to award a grant.
  - c. Perform financial analysis to underwrite projects to confirm financial feasibility.
  - d. Provide oversight to ensure project costs are reasonable, eligible and in accordance with the City's standards.
  - e. Review training curriculums to ensure they are eligible under grant policies.
  - f. Review contracts and agreements between Applicants and their training providers to ensure proper execution.
  - g. Finalize or collect any necessary documentation required for project approval, including Economic Disclosure Statements, copy of business license, insurance, and other documents as required by DPD.
  - h. Provide project management support and oversight for each awardee to make sure project is successfully completed.
3. Contract Compliance Monitoring
- a. Site Visits
    - i. PA shall make one site visit to the Project address during a scheduled training as part of ongoing program management.
      - 1. During the site visit, PA should take pictures of the training sessions and clearly label them for potential use for marketing purposes.
  - b. Monitoring
    - i. Monitor the progress of the Project to confirm compliance with the Contract Documents.
      - 1. If an Applicant breaches any covenant or agreement under the applicable Contract Documents, PA shall notify the City and, as requested by the City, obtain the City's signature on notice of such breach. PA then shall send such notice to the Applicant as provided in the Contract Documents (with a copy to relevant City department) and shall take such further action consistent with the terms of the Contract Documents.
    - ii. PA will assist Applicants through City processes to help ensure the Project is moving forward and remains compliant.
    - iii. Conduct regularly scheduled check-ins, on a schedule determined in consultation with the City.
      - 1. Cadence will be subject to final approval by the City.
    - iv. Conduct annual check-ins with Applicants which may be done via survey or email, to collect relevant performance information during the Program's Monitoring Term.
    - v. PA shall monitor Project(s) to determine that the Funding finances only Eligible Costs
    - vi. PA shall utilize the City's project tracking system, called "PROMA," or other relevant database to keep track of all financial transactions per project

#### *2.4 Disbursement of Proceeds*

- a. Funding will be disbursed to Project grant recipients in accordance with protocols established by the City.
- b. Prior to the City disbursing any payment of Funding, PA shall review invoice, proof of payment and supporting documentation to ensure that the amounts being invoiced in the voucher reflect the actual costs incurred and that the applicable Project costs incurred meet all the requirements for Eligible Costs.
- c. Submit all voucher requests to the City for final approval and processing.

## *2.5 Marketing and Outreach*

The PA will be responsible for recruiting applicant companies to the Program. Significant and expansive outreach is integral to the success of this Program. It will market the Program to eligible companies and business service delegate agencies across the City but pursuant to focus areas that are determined by DPD from time to time based on the nature of the funding source and funding availability. This may involve more outreach in areas that have lower numbers of applicants. PA will provide bilingual services to meet the needs of Chicago's diverse business community. It will focus its marketing efforts on the identified priority industry sectors (including Transportation, Distribution and Logistics, Information Technology, Food Service/Tourism and Hospitality, Healthcare and Life Sciences, Manufacturing Small Business Management and Nonprofits) and will include extensive outreach to small businesses. DPD will support the PA's marketing efforts.

- a. Make information about the Program component(s) readily available to persons applying and those who might be interested in applying for Funding for the Program component(s).
  - i. PA shall distribute brochures and other written materials describing the Program components(s)
- b. Assist with the creation, printing and ordering of marketing materials as necessary. Noting that anything that is printed/published or otherwise distributed first requires City's approval.
- c. PA shall also make appropriate personnel available to speak at seminars to promote and explain the Program and shall conduct other affirmative outreach efforts in cooperation with the City (including assisting in organizing seminars or webinars, conferences, and public meetings) to disseminate information about the Program to the public.
  - i. Outreach should be conducted throughout the eligible areas.
- d. Develop an online-based marketing structure to promote the Program. This includes the development of regular blog stories that will be posted to the relevant sites to highlight key Program elements and publicize success stories.
- e. PA shall cooperate with the City, as requested, in any program which the City may undertake to promote and explain the Program.
  - i. PA shall dedicate sufficient employee time and resources to promptly respond to and resolve inquiries from potential respondents.
  - ii. PA shall not contact any media regarding the Program or this Agreement without receiving the prior approval of the City. PA will notify the City if contacted directly by the media and will work with the City on a response.
  - iii. PA will assist in planning and executing on community engagement in coordination with the City.
  - iv. PA shall work with the City to prepare and coordinate marketing presentations held during the response acceptance periods as well as less formal presentations; all such rollouts and presentations shall be in a form acceptable to the City in its sole discretion.
  - v. PA shall conduct additional targeted outreach as requested by the City.
- f. PA shall be responsible for the ongoing management of a website that provides detailed information regarding the Program in a manner satisfactory to the City.

## *2.6 Closeout*

PA shall promptly close each Project when:

- a. All Contract Documents required to be prepared and submitted by the Applicant have been prepared and submitted to PA.

- b. The Applicant completes a Close-Out Report detailing the project outcomes and how the training helped them achieve the goals they set in place in the beginning of the project term, report will be accompanied by documentation as needed, to demonstrate the return on investment of the project.
- c. PA shall make a final inspection of the Project at its completion to confirm compliance with the Contract Agreement or Grant Agreement, the Contract Documents, submission of all project vouchers and provide evidence to the City of this compliance.
- d. Upon completion of a project the PA is responsible for calculating the unspent balance of each project.

## 2.7 Reporting

PA shall keep track of all applications received, log all project information, submit timely reports, perform the following, including but not limited to:

- a. Maintain project milestones, award, removal, relevant correspondence, management notes, and other records in City databases, including PROMA
- b. Maintain project disbursement transactions in City databases, including PROMA, and be able to provide accounting reports
- c. Maintain clear records of transactions from various funding sources and report funding used from each source.
- d. Generate timely reports from those databases and from other sources as needed at the request of DPD:
  - i. Quarterly and annual program performance reports
  - ii. Project intake reports
  - iii. Project Progress
  - iv. Project Closeout Reports
    - i. Report Quarterly for all projects closed in the reporting period
    - ii. Report Per Project Closure
- e. Meet relevant City department staff weekly at the beginning of the project (with potential to shift towards meeting at least once per month, with final cadence determined by the City) to provide program updates as well as to discuss any program policy questions as they arise and prepare for any upcoming rollouts or public events.
- f. Collect information required by the Department. Recorded information shall be prepared in accordance with Program requirements and will be housed internally at DPD using the Department's project management system.
- g. Collect information compliant with prevailing wage requirements.
- h. Collect additional information as requested by the City.

## 2.8 Miscellaneous

- a. PA shall not share with the public or Selected Respondents any Contract Documents, forms, or charts in connection with this Agreement without receiving prior written approval of the City.
- b. Actively work with the City to identify where improvements can be made

## 3. Grant Agreement Details

### 3.1 Funding Sources

All final grant awards will be subject to the availability of funds from the sources identified below.

- Tax Increment Financing (TIF) and/or;
- Other funds identified by the Commissioner of DPD.

### 3.2 Compensation Structure

The total amount of funding available will vary year by year on available TIF funding and alternative funding (if applicable). The selected Respondent will be compensated up to 9% of the disbursed funding for projects, Exhibit B (future adjustments may be considered pending availability of funds). A small percentage of available funding will be granted initially for marketing and outreach with the remaining balance (up to 9%) to be compensated as projects are closed as a percentage of total funding used by each closing project.

These grants are reimbursement grants with the applicants directly paying for their training expenses and submitting vouchers for reimbursement. Upon the last voucher being submitted for a particular project, the Program Administrator would also submit their compensation fee (as a percentage of the project cost) for reimbursement.

DPD staff will provide program oversight and overall financial management. The selected Program Administrator will need to provide dedicated staff time and/or subcontractor resources to program implementation. However, Respondents may not budget or directly charge a flat administrative and/or overhead fee, and will not be directly compensated for program administration tasks such as community engagement, program staff salary, etc.

Instead, DPD will have a *project delivery fee*-based compensation structure. In this model, grantees may bill the City for a negotiated delivery fee per project. This delivery fee is payable only upon successful completion of projects. RFP respondents should propose a project delivery fee considering these restrictions.

RFP respondents may propose specific cost structures they would be amenable to in their proposal. Respondents should provide justification for their proposed fee structures acceptable to DPD at its sole discretion. Respondents may propose alternative structures and the City, at its sole discretion may consider proposed alternative structures, but City, State of Illinois (“State”) and federal laws, rules and regulations, including those related to eligible costs financed with tax-exempt bond proceeds, may limit the City’s ability to consider such alternatives.

Compensation for PA will occur in stages:

- a. Stage 1: When new funding is allocated, the PA will voucher for 1% of eligible funding for start-up expenses.
- b. Stage 2: As projects are completed, along with the applicants’ final vouchers, the PA will submit a request for payments for 8% of the total project cost.

Compensation for special needs outside of the scope of work may be submitted via voucher separately only after receiving approval prior to incurring the expense.

### 3.3 Eligible Respondents

This RFP is a competitive process open to not-for-profit community-based organizations as well as for-profit businesses. Not-for-profit Respondents must provide their federal 501(c)(3) tax-exempt designation and State of Illinois articles of incorporation as verification of their not-for-profit status. All Respondents must provide an Illinois Certificate of Good Standing.

Respondents must demonstrate their workforce training knowledge, fiscal and programmatic competency in response to the grant.



Respondents with existing contracts or other agreements with the City that are not in good standing will not be considered for this Program. In addition, Respondents that have had a City contract or agreement terminated for default, are currently debarred, or have been issued a final determination by a City, State, or federal agency for performance of a criminal act, or abridgement of human rights or illegal/fraudulent practices will not be considered for this Program.

### *3.4 Anticipated Term of Grant Agreement*

Any contract awarded pursuant to this RFP shall be for a base contract period five (5) years. The City has the option to extend the term of this Contract for two additional 12-month terms or a single additional 24-month term beyond the 60 month term set forth above, subject to acceptable performance by the Consultant and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract.

Before expiration of the then current term, the Commissioner will give the Consultant notice, in writing, that the City is exercising its option to renew the Contract for the approaching option period. The date on which the Commissioner gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

The City may also extend this Contract once prior to the expiration of the original contract term for up to 181 Calendar Days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The Commissioner will give the Consultant notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

### *3.5 Reporting and Record-Keeping Requirements*

Programmatic requested data will be required to be submitted via City-approved platform, or unless otherwise stated, an alternate approved method to submit Grantee reports. Required reports include sharing qualitative and quantitative data and information the City leverages to assess Program impact.

Furthermore, providers must meet with DPD staff weekly to review new applicants and progress of existing projects.

In addition to the data outlined above, the Awarded Respondent will be required to follow all local, State, and Federal requirements which govern all of the funding sources leveraged for the Program. DPD reserves the right to determine the appropriate funding source or sources for the Program.

## **4. Request for Proposal Content**

### *4.1 Instructions for Respondents*

All eligible respondents are welcome to respond to this RFP. Respondents are advised to carefully review the RFP instructions and adhere to all requirements. **To respond to this RFP, please submit a PDF package that includes answers to all the questions in Exhibits A-C as well as all required attachments.**

**The deadline for submission is Wednesday, October 23 at 11:59 a.m. Responses should be submitted via Submittable: [LINK](#)**

Respondents must provide all information requested, provide thorough responses, and submit all

requested documentation. Failure to fully comply may cause the submitted proposal to be categorized by the City as non-compliant and subsequently rejected.

The City reserves the right to request clarification or additional information from the Respondent during the evaluation and selection process. Any Respondent that makes a material misrepresentation will be eliminated from further consideration. The City reserves the right to reject proposals for any of the following reason(s):

- Non-compliant proposals (*e.g.*, required documents not uploaded, proposal not submitted via Submittable).
- Respondent has DPD or other City departments performance-related concerns in the past five (5) years.
- The deadline for submissions for this RFP was missed.
- The proposal topic was not aligned with the requirements of the RFP.
- The budget was unrealistic in terms of the estimated requirements for the Program.
- Respondent's proposed staffing is insufficient to carry out the scope of the Respondent's proposal for effectuating the Program.
- The Respondent's proposal for effectuating the Program does not meet DPD standards and/or is unrealistic in terms of the requirements for the Program.

#### **4.2 Pre-Proposal Conference**

The Pre-Proposal Conference will be conducted via a Team Conference Call and will not be mandatory. All interested Attendees must register in advance of the Pre-Proposal Conference. Same day registration is not allowed. Pre-Registration must be arranged in advance of the scheduled October 1, 2024 Pre-Proposal Conference. Attendees must send an e-mail to Lijia Evariz at [lijia.evariz@cityofchicago.org](mailto:lijia.evariz@cityofchicago.org). E-mail Subject line must read: RFP for Workforce Solutions Program Administrator Conference Call. Registered Attendees will receive e-mail confirmation with directions and conference invitation.

The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions posed on the day of the conference and to questions sent prior to the conference. Anything stated at this Pre-Proposal Conference is not intended to change the solicitation document.

#### **5. Application Review Criteria**

All proposals received by the deadline will undergo a technical review to determine whether all required components have been addressed and included. Only complete proposals will be considered by DPD, and a formal notice of rejection will be provided to the Respondents submitting incomplete proposals. DPD reserves the right to waive minor irregularities across all submitted proposals. Minor irregularities include anything within the proposal that does not affect the quality of the proposed services or mandatory requirements. For example, spelling and grammatical errors may be classified as minor irregularities.

Additionally, DPD reserves the right to review the Respondent's DPD-performance- related and performance-related concerns in other City departments and remove from consideration Respondents without a proven track record of effective Program management.

Applications will be reviewed and scored using an evaluation committee ("Evaluation Committee") comprised of members selected by DPD. Evaluation Committee members may include DPD staff

and non-staff. Evaluation Committee members will be responsible for reviewing applications and supporting documents and any additional information supplied by DPD staff to score applications based on the selection criteria outlined below.

DPD will then tabulate all Evaluation Committee scores and review any comments or concerns identified by Evaluation Committee members. Finally, DPD's Project Manager and Deputy Commissioner will work collaboratively to develop a suggested list of Respondent finalists in alignment with DPD's Mission, Vision, Values, and Goals, and Evaluation Committee scores and comments.

DPD may schedule interviews with the Respondent finalists prior to making final recommendations for selection.

A recommendation of Respondent finalists will be provided to the DPD Commissioner. Upon review, the DPD Commissioner may reject, deny, or recommend Respondents that have applied based on previous performance or based on area need.

**Proposals for Providers will be scored based on the following criteria, with 100 points being the maximum score:**

<b>Selection Criteria</b>	<b>Points</b>
<b>Organizational Capacity</b>	35
<b>Program Implementation Design</b>	30
<b>Budget Justification &amp; Financial Capacity</b>	25
<b>Organization Values/Cooperation with City Requirements</b>	10

## **6. Basis of Award**

DPD reserves the right to consider additional factors in the selection of Respondents to ensure Program-level needs are met, including prioritizing organizations whose proposals demonstrate a strong track record of serving people marginalized by race, ethnicity, citizenship, ability, sexual orientation, arrest or conviction record, or income. DPD may also factor in the organization's geographic location to ensure residents in all of the City's wards can be provided services under the Program.

The selection of grantee[s] will not be final until the City and the selected Respondent[s] have fully negotiated and executed a grant agreement. The City assumes no liability for costs incurred in responding to this RFP or for costs by the Respondent chosen in anticipation of a fully executed grant agreement. Receipt of a final application does not commit the City to award a grant to pay any costs incurred in preparing an application. Furthermore, Respondents' history of prior executed contracts or agreements with DPD is not a guarantee of continued funding of grants under this RFP.

## 7. Compliance with Laws, Statutes, Regulations, Ordinances, and Executive Orders

The grant agreements will not be final until the City and the Respondent have fully negotiated and executed an agreement. All payments under a grant agreement 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.

Respondent will be required to covenant in the grant agreement that the Respondent will cooperate with the City and provide all records and documentation requested by the City in connection with any legal, administrative or regulatory proceedings in connection with the Program or the sources of funds used to finance the Program.

Here is a partial list of laws, statutes, and ordinance that Grantees will be required to comply with under the grant agreement:

1. **Conflict of Interest Clause:** No member of the governing body of the City or other unit of government and no other officer, employee, or agent of the City or other government unit who exercises any functions or responsibilities in connection with the carrying out of the Program 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 shall agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 of the Municipal Code of Chicago ("Municipal Code") 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 the Governmental Ethics Ordinance, Chapter 2-156 of the Municipal Code shall be voidable by the City.
3. **Drug-free Workplace:** 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 (10) days after such conviction.
4. **Business Relationships with Elected Officials:** Pursuant to Section 2-156-030(b) of 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) of the Municipal Code 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.
  - a. Section 2-156-080 of the Municipal Code 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.

5. **Legal Compliance:** Compliance with federal, State and City laws, regulations, ordinances, policies, procedures, rules, executive orders and requirements, including, but not limited to: 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 (65 ILCS 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).
6. **Economic Disclosure Statement:** 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 Grantee.
7. **Prohibition on Certain Contributions, Mayoral Executive Order 2011-4:** Neither the Grantee nor any person or entity who directly or indirectly has an ownership or beneficial interest in the Grantee of more than 7.5% (Owners), spouses and domestic partners of such Owners, the Grantee’s contractors, sub-contractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any contractor or sub-contractor of more than 7.5% (Sub-owners) and spouses and domestic partners of such Sub- owners (the Grantee and all the other preceding classes of persons and entities are together, the “Identified”), shall make a contribution of any amount to the Mayor of the City (“Mayor”) or to the Mayor’s political fundraising committee during (i) the bid or other solicitation process for the grant agreement or Other Contract (as defined below), including while the grant agreement or Other Contract is executory, (ii) the term of the grant agreement or any Other Contract between City and the Grantee, and/or (iii) any period in which an extension of the grant agreement or Other Contract with the City is being sought or negotiated.
  - a. The Grantee shall represent and warrant that since the date of public advertisement of the specification, request for qualifications, RFP or request for information (or any combination of those requests) or, if not competitively procured from the date the City approached the Grantee or the date the Grantee 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.

- b. The Grantee shall not: (a) coerce, compel or intimidate the Grantee's employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse the Grantee's 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.
- c. 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.
- d. Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under the grant agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitle the City to all remedies (including without limitation termination for default) under the grant agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein. If the Grantee violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the grant agreement resulting from this specification, the DPD Commissioner may reject the Respondent's response to the RFP. For purposes of this provision:
  - i. "Other Contract" means any agreement entered into between the Grantee 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.
  - ii. "Contribution" means a "political contribution" as defined in Municipal Code Ch. 2-156, as amended.
  - iii. "Political fundraising committee" means a "political fundraising committee" as defined in Municipal Code Ch. 2-156, as amended.

#### **8. Hiring Practices**

- a. The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "2011 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- b. The Grantee shall be aware that City policy prohibits City employees from directing any individual to apply for a position with the Grantee, either as an employee or as a sub-contractor, and from directing the Grantee to hire an individual as an employee or as a subcontractor. Accordingly, the Grantee must follow the Grantee's own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the

Grantee under the grant agreement are employees or sub-contractors of the Grantee, not employees of the City. 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 the Grantee.

- c. The Grantee 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 the Grantee by a City employee or City official in violation of paragraph (b) above or advocating a violation of paragraph (c) above, the Grantee 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 DOH. The Grantee will also cooperate with any inquiries by IGO Hiring Oversight related to the grant agreement.
9. **Illinois Prevailing Wage Requirement:** The Grantee will ensure that construction contractors and sub-contractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work in connection with this Program, pursuant to the Illinois Prevailing Wage Act (820 ILCS 130/1-12). Prevailing Wage Info can be found at: <https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-rates.html> The Prevailing Wage requirements apply to sub-contractors, laborers, construction workers, and mechanics. The Dept. of Housing's Bureau of Construction and Compliance provides software and training to assist Developers in reporting their compliance.

## 8. Insurance Requirements

The successful respondent will be required to provide insurance coverage required by the City, and to name the City as additional insured. Please see Exhibit C for more information.

## Exhibit A: Contents of a Complete Proposal

A complete proposal will include all of the required documentation listed below and thorough responses to questions. Please note that everything submitted must be clearly labeled with headers, title pages, page numbers, etc.

Written submissions must be submitted via Submittable [LINK](#) and include the following:

*Please Note:*

If hyperlink "LINK" is not working, you can find submission page by going to: <https://cocdpd.submittable.com/submit> and selecting "Workforce Solutions Program Administrator Request for Proposals – Department of Planning and Development"

1. Cover Page to include:
  - a. Organization Information
  - b. Legal organization name
  - c. Doing Business As (if applicable)
  - d. Address (if organization has various locations, please include main headquarters address as well as local, Chicago address)
  - e. Federal Employer Identification number
  - f. Unique Entity Identifier (UEI) number
  - g. Website address and social media (if applicable)
  - h. Year organization established
  - i. Name, title, email, and phone number of contact person
  - j. Name, title, email and phone number of senior executive
  - k. Date of submission
  
2. Attachments as described below depending on your entity type.
  - a. Business License
  - b. Non-profit entity requirements
    - i. Certificate of Good Standing
    - ii. IRS Tax-Exempt Determination Letter
    - iii. Board Member Identification
    - iv. Recent 990, 990-N, 990-EZ (from the last three years) or Recent Tax Returns (from the last three years)
  
3. Answers to the following questions:
  - a. **Organizational Capacity**
    - Please provide a short statement describing the organization.
    - Describe the leadership of the organization. How is your organization's leadership, staff, and board familiar with and accountable to the communities it serves?
    - What is your organization's experience in administering programs in conjunction with government entities? If applicable, please describe specific related successful programs that you have initiated, implemented and completed.
    - Describe how qualified staff have previously monitored Program performance, which include the following programmatic elements:
      - Project Management



- Procedures for following up with those active awardees
  - Monitoring and record-keeping of costs, expenditures, and fiscal controls.
  - Ensuring adequate tracking systems are used.
- Please provide resumes and references for staff that will work on this program, with examples demonstrating how their professional experiences align with the scope of services outlined in this RFP.
- Please demonstrate that you have the sufficient capacity to work within the schedule and budget outlined in this RFP.
- Please provide information of your knowledge on workforce development, trainings, industries and trends.
- Please provide an organizational chart.
- Please show how your organization reflects and engages with diverse populations that make up the City of Chicago. This can be demonstrated in the following ways:
  - Demographics of individuals served through similar programs.
  - Equity focused mission statement.
- Please provide a list of relationships or partnerships you currently have or intend to develop to enable successful program implementation. Examples include relationships with workforce development and training organizations, community partners that you will leverage to effectively implement the services described in this RFP.

**b. Program Implementation Design**

- Describe how you will implement the activities and goals of the Workforce Solutions Program. Please be as specific as possible, and directly address how you will achieve the goals and comply with the requirements described in Section 2 of the RFP including applicant support, compliance monitoring, reporting, etc.
- How do you propose to engage with the community and recruit applicants into the program? Please describe your approach to community engagement, outreach, and applicant identification in detail.
- Please describe your plan for performance management.
- How will you track program outcomes and assure quality performance? Please detail the metrics you will use to determine the success of the projects.

**c. Budget Justification & Financial Capacity**

- Describe how you currently manage expenditures and keep financial records. How will you manage the project, monitor expenditures, and keep appropriate financial records? Please also describe your reporting, database management, and output monitoring practices.
- Please describe this capacity in terms of number of applications you propose to serve over the life of the contract, broken down by quarter (keeping in mind that typical contracts are for one year, with training duration varying depending on the number of trainings the business requires and the complexity of those trainings). Please create your own projections regarding the number of businesses you will be able to serve and include them as Exhibit D. If there is additional context you would like to provide in addition to Exhibit

D, please do so in narrative form.

- Please share your proposed budget and include the breakdown as to how it supports the proposed scope of work to implement the Program including personnel costs, equipment costs and administrative expenses.
- Please provide financial statements (or the equivalent) from the current fiscal year.

**d. Organization Values/Cooperation with City Requirements**

- Describe your organization's mission, values, and core strategies.
- Please describe how, if you are awarded a contract under this program, you will support equitable workforce development, such as by providing workforce development and training opportunities, and by engaging in equitable subcontracting, particularly with BIPOC (Black, Indigenous, and People of Color) workers and business owners. If your organization has a track record of engaging in equitable workforce development practices, please describe those experiences here.
- Please demonstrate how you would comply to the city MBE/WBE goals. Successful applicants and their subcontractors (if any) must comply with the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq of the Municipal Code of Chicago, as amended or with Section 2-92-586 of the Municipal Code.

**e. Additional Attachments Required**

- A Certificate of Insurance at the time of the agreement with the City demonstrating the following coverages (or more, as indicated in the agreement), including adding the City as an Additional Named Insured:
  - a. Workers Compensation and Employers Liability
  - b. Commercial General Liability (Primary and Umbrella). The City is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work or services.
  - c. Automobile Liability (Primary and Umbrella)
  - d. Professional Liability: When any professional consultants perform work or services in connection with a grant agreement
  - e. Medical/Professional Liability: When any medical services are performed in connection with a grant agreement
  - f. Builders Risk: When any Sub-grantee performs any construction, including improvement, betterments, and/or repairs
- Economic Disclosure Statement (Proof of online submission)

**Exhibit B: Schedule of Compensation**

**SCHEDULE OF COMPENSATION**

<b>Table 1: Workforce Solutions Schedule of Compensation</b>		
<b><i>Administrative Fee for new workforce development training grant projects by year</i></b>	<b>Your Proposed % of Disbursement</b>	<b>% of Disbursement Range (of new funding)</b>
Maximum Administrative Fee Percentage Year One		0% to 9%
Maximum Administrative Fee Percentage Year Two		0% to 9%
Maximum Administrative Fee Percentage Year Three		0% to 9%
Maximum Administrative Fee Percentage Year Four		0% to 9%
Maximum Administrative Fee Percentage Year Five		0% to 9%
Maximum Administrative Fee Percentage Option Year Six		0% to 9%
Maximum Administrative Fee Percentage Option Year Seven		0% to 9%

## Exhibit C: DPD 054 – Work Services/Facilities Maintenance Insurance Requirements

### DEPT OF PLANNING & DEVELOPMENT

### DPD-054-WORK SERVICES / FACILITIES MAINT.

Last update 04/01/24

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor 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.

#### **A. INSURANCE REQUIRED FROM CONTRACTOR**

##### 1) Workers Compensation and Employers Liability (Primary and Umbrella)

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 \$1,000,000 each accident; \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

The contractor 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

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or 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. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor 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) Automobile Liability

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Vendor\Contractor. Limits of not less than \$1,000,000 per accident 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. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

Contractor 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.

### 4) Umbrella or Excess

Umbrella or Excess Liability Insurance must be maintained with limits of not less than \$2,000,000 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 the right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractors may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required under in Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

<sup>1</sup> Insurance coverages that begin with “**when**,” “**if**,” or “**where**,” are considered conditional, and it is the Contractor/Vendor’s responsibility to obtain the applicable coverage when performing such work, service, or operation as described in the conditional coverage paragraph(s). If it is determined that a conditional coverage is not initially applicable, it is the Contractor’s continuing responsibility to update the insurance coverage as needed. If at any time, the Contractor or City determines that a conditional coverage is applicable, the Contractor shall not perform the work, service, or operation in connection with the contract until evidence of all applicable insurance coverage is provided to the City.

5) Sexual Abuse or Molestation (SAM) Liability - **Not Required**

6) Professional Liability

7) Professional/Pharmacists Liability - **Not Required**

8) Cyber Liability- **Not Required**

9) Pollution Liability Insurance - **Not Required**

10) Valuable Papers (when applicable)

When any plans, designs, drawings, specifications, media, data, records, reports, 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.

11) Blanket Crime (when applicable)

Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, 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 Contractor at any given time under this Agreement.

12) Garage Liability (when applicable)

Where the business operations entail automobile or truck garages, Commercial Garage Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence for Auto Liability, Other than Auto Liability and Personal Injury and a \$2,000,000 aggregate for Other than Auto Liability for bodily injury and property damage liability. Coverage must include but not be limited to 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) must be included. Coverage extensions must include Garage Keepers Legal Liability for limits of a minimum of \$250,000.

The City must be provided with an additional insured status with respect to liability arising out of Contractor'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 Contractor's acts or omissions, whether such liability is attributable to the Contractor 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. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor 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. The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Contractor.

#### 13) Property

Contractor is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned or used by Contractor.

#### 14) Installation Floater - **Not Required**

#### 15) Builders Risk (when applicable)

When Contractor undertakes any construction, including improvements, betterments, and/or repairs to real property, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to, the following: material stored off-site and in-transit, collapse, water including leakage, overflow, sewer backup or seepage, debris removal, landscaping and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment,

tools and supplies) owned, rented or used by the Contractor.

16) Miscellaneous Medical Professional Liability (when applicable)

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 by paramedics 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 medical services under this Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

17) Railroad Protective Liability (when applicable)

When, in connection with the Project, any work is to be done within 50 feet adjacent to or on property owned by a railroad or public transit entity, Contractor shall procure and maintain, or cause to be procured and maintained, with respect to the operations that Developer/Contractor, the General Contractor or any Subcontractor shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

18) Marine Protection & Indemnity (when applicable)

When Contractor undertakes any marine operation in connection with this Agreement, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include, but not be limited to: property damage and bodily injury to third parties, injuries to crew members if not provided through other insurance; damage to wharves, piers and other structures, and collision. The City of Chicago is to be named as an additional insured.

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

## **B. Additional Requirements**

Evidence of Insurance. Contractor must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any COI 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 Contractor, 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. Contractor 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 the Contractor 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 Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor 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.** Contractor 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. Copies of the physical endorsements must be provided along with the COI for General Liability, Automobile Liability and Workers Compensation in order to meet the contract insurance requirements.

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

**Waiver of Subrogation.** Contractor hereby waives its rights and its insurer(s)' rights of 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. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City received a waiver of subrogation endorsement for Contractor's insurer(s).

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

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

**No Contribution by the City.** Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor 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 Contractor 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 Contractor. 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 Contractor 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 Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor 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 with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. The Contractor 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. Contractor 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, Contractor 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 Contractor'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 Division maintains the right to modify, delete, alter or change these requirements.