

**REQUEST FOR PROPOSALS (RFP)**  
**for**  
**The Department of Family and Support Services**  
**Senior Satellite Center Operator**  
**North Park Village Site**  
**October 24, 2014**

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Issued by:  
CITY OF CHICAGO  
(The Department of Family and Support Services)

**ONE (1) ORIGINAL and TWO (2) COPIES  
OF THE PROPOSAL TO BE SUBMITTED**

All proposals shall be submitted in sealed envelopes or packages addressed and returned to:

**Joyce Gallagher**  
**Executive Director of the Area Agency on Aging**  
**Department of Family and Support Services**  
**1615 West Chicago Avenue, 5<sup>th</sup> Floor**  
**Chicago, IL 60622**

The outside of the envelope or package should be labeled, "RFP for "North Park Village Senior Satellite Center Operator" and the date and time the proposal is due. The name and address of the Respondent also must be clearly printed on the outside envelope or package.

**PROPOSALS MUST BE RECEIVED NO LATER THAN**  
**November 14, 2014 by 4:30 pm**

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**RAHM EMANUEL**  
**MAYOR**

**EVELYN DIAZ**  
**COMMISSIONER**

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## **I. Invitation**

### **A. Purpose of the RFP**

The City of Chicago, Department of Family and Support Services (DFSS) is seeking applications from eligible, qualified and interested Respondents to provide managerial oversight and to coordinate programmatic offerings at its new North Park Village Senior Satellite Center located at 5801 N. Pulaski Ave. in Chicago. The City of Chicago has identified \$3.34 million to contribute to the completion of facility renovations and subsequent build-out. Given the nature of these funds they must be spent by the City, not provided directly to the Respondent. This project offers the potential to create a state of the art, environmentally-friendly building that serves the needs of the area.

Currently, DFSS has 21 senior centers operating citywide. Nine of the senior centers are managed by community-based partner organizations. These Centers are known as satellite centers. The proposed North Park Village center will be a satellite senior center managed by the community-based partner who is the successful Respondent to this RFP.

The building, located at 5801 N. Pulaski Rd., is a 24,500 sq. ft. one-story building and is available to be used as a Senior Center as well as any other type of center providing services to local seniors. For purposes of this RFP, the building shall be comprised of two (2) spaces: a portion which will serve as the DFSS Senior Center (the “North Park Village Senior Satellite Center”) and a portion which will serve as programming space for the successful Respondent’s senior operations (the “Accessory Space”). Potential green features of the build-out may include geothermal well installation, native plantings and energy efficient mechanicals and insulation.

This proposed satellite center is located in the North Park Village Nature Center Complex. This complex is comprised of Peterson Park, the North Park Village Nature Center, the Peterson Park Gymnastic Center, and North Park Village Senior Apartments. The Nature Center is the largest city-owned natural area on the north side of Chicago and is part of an extensive network of natural areas in this part of the city, including the high quality prairies and savannas along the North Branch of the Chicago River that are owned by the Forest Preserve District of Cook County. Over the past decade, the senior population of the North Park community area increased by over 20 percent. This trend is expected to continue.

This RFP will result in two separate agreements. The North Park Village Senior Satellite Center is available for use as a DFSS Senior Center. The successful Respondent’s programmatic and service offerings at the North Park Village Senior Satellite Center shall be governed by a programming services contract between the Respondent and DFSS (the “Contract”). The successful Respondent shall also receive access to the Accessory Space to provide additional and/or complementary senior services to local residents. The successful Respondent’s access to the North Park Senior Satellite Center and to the Accessory Space shall be governed by a license agreement between the successful Respondent, DFSS, and the Department of Fleet and Facility Management (the “License Agreement”).

A diagram depicting a potential build out of the North Park Village Senior Satellite Center and the Accessory Space is attached as an exhibit (see Attachment A) to this RFP; this diagram presents the Senior Satellite Center as 17,900 square feet and the Accessory Space as 6,600 square feet. Respondents may propose different space allocations for the two uses as long as the Respondents are able to demonstrate that the revised space allocations are adequate to provide the services specified in this RFP. The final allocation of space and build-out specifications will be agreed to by the City and the successful Respondent.

DFSS' Senior Centers provide opportunities for adults over 60 years of age to engage in socialization, education, recreation, and to receive information and assistance including being linked to departmental and other community resources. DFSS Senior Centers have regular operating hours and serve as community hubs where older adults can partake of programs and services. These activities may include, but are not limited to: senior congregate dining, health and wellness services, fitness activities, computer classes, and a variety of other educational and cultural opportunities. Programming for the Senior Centers is funded by the Older Americans' Act and Community Development Block Grants. Programs offered at the North Park Senior Satellite Center and supported by DFSS may be required to operate under the standards established by these funding sources.

## **B. Background**

DFSS's Senior Centers offer a diverse array of opportunities for seniors to interact with one another, to become involved in their communities and to participate in and contribute to the culture of the City. Our Senior Center initiative allows the City to move senior facilities, along with appropriate activities and resources, closer to the core of neighborhoods that have a large concentration of seniors.

Senior Centers recognize the value of older adults, and are in a unique position to mobilize the interests, skills, talents, and experience of this important population. The Centers serve as local hubs that connect seniors to social, economic, and educational resources that enhance the quality of their lives. Most importantly, they serve as a vibrant social community, a place for friendship, and a remedy for loneliness or isolation.

All DFSS Senior Centers currently provide the following core program components. It is desired but not required that the Respondent will choose to provide some or all of the programs listed below:

- Fitness Program
- Golden Diners Nutrition Program
- Health and Wellness Programs
- Information and Access to Services including linkage to a wide array of community resources and programs (including: referrals to Case Management, Heavy Duty Chore, Guardianship, Home Delivered Meals, Homemaker Services, Housing Relocation Counseling Services, Legal Services, Nursing Home Prescreening, Respite Care Service for Caregivers, Short Term Chore Program).

- Life Enrichment Programs (such as ESL classes, discussion groups, special events and outings, etc.)
- Caregiving Support Groups
- Computer Classes and Access

All of these program offerings are provided (and funded) through separate, existing grant agreements. The selected operating agency at the North Park site will have the opportunity to coordinate and assure program provision of these program offerings at the site location. More detailed information follows in the scope section of this document.

### **C. Anticipated Term of Contract**

DFSS anticipates this contract to run for a term of five years, though the City will entertain a longer contract term if the successful Respondent needs additional time to recover any capital investments made in the facility. Should the initial Respondent's contract be terminated or relinquished for any reason, DFSS reserves the right to return to the pool of Respondents generated from this RFP to select another qualified Respondent. **Respondents must be able to proceed with program operations within the North Park Village Senior Satellite Center upon the contract start date.**

The selected Respondent will be expected to execute the Contract and License Agreement in a timely fashion. Failure to do so may be deemed to constitute rejection of the selection by the City and reallocation will be made to another Respondent(s).

### **D. Budgetary Considerations**

DFSS will provide the selected Respondent with access to North Park Village Senior Satellite Center in order to undertake the services as specified in this RFP. The selected Respondent will also receive access to the Accessory Space.

The City has identified **\$3.34 million** to contribute to the completion of facility renovations and subsequent build-out. Given the nature of these funds they must be spent by the City on build-out activities, not provided directly to the Respondent. The City will work closely with the successful Respondent to assure the City's funds are applied in a manner that will advance the Respondent's proposed uses for the facility. Any renovation and build-out costs above and beyond those funded by the City must be covered by the successful Respondent and their contractors. The City has no additional capital funds for this project. Respondents must include an estimate for renovation and build-out costs as part of their proposal, clearly differentiating between the amount of work to be covered by the City's contribution and the amount of work to be funded by the Respondent.

The proposed North Park Village Senior Satellite Center will feature the following spaces which will be built out and furnished by the City and the successful Respondent:

- reception area
- two offices, conference room
- rooms for individual health conferencing (wellness center)
- fitness center

- computer room
- classroom
- TV room
- 150 seat dining room
- game room
- kitchen
- atrium
- two restrooms, one for each gender

The successful Respondent will pay \$1.00 per year for rent and operating costs for the North Park Village Senior Satellite Center. The rent and operating costs for the Accessory Space will be an additional \$1.00 per year for non-profit Respondents. For-profit Respondents will be charged a commensurate market rental rate as determined by a City appraisal for access to the Accessory Space but will receive a credit against any build-out costs incurred in constructing the North Park Village Senior Satellite Center. For-profit Respondents will be required to reimburse the City a proportionate share of the City's operating costs for access to the Accessory Space.

Additionally as a Senior Satellite operator, the Respondent may be eligible for up to \$10,000 to provide coordination services as outlined in the scope section of this document. This funding is provided by the Department of Aging and the federal Department of Health and Human Services.

#### **E. Property License Agreement**

In addition to entering into a Contract with DFSS for the delivery of the programs and services outlined in this RFP, the successful Respondent will also enter into a License Agreement through DFSS and the Department of Fleet and Facility Management for combined access to both the North Park Senior Satellite Center and to the Accessory Space. The License Agreement will govern the property management and facilities issues relative to the successful Respondent's use of both the North Park Village Senior Satellite Center and the Accessory Space. The License Agreement shall require the review and approval of the Chicago City Council. For-profit Respondents will be responsible for reimbursing the City a pro-rated portion of operating costs for the Accessory Space based on the square footage of the Accessory Space in relation to square footage of the entire 5801 N. Pulaski Rd. building (24,500 square feet). These costs shall include utilities, telecommunications costs, custodial, security, and engineering services, landscaping, pest control, and other costs associated with the physical operation of the 5801 N. Pulaski Rd. building. It is anticipated that the associated annual operating costs will be approximately \$9.50 to \$10.50 per square foot for the first full year of the agreement. These figures shall be adjusted each year. If the successful Respondent is a non-profit the City of Chicago agrees to cover these costs as per a level-of-service agreement between the Respondent and the City.

For-profit entities will also pay the City fair market rent for access to the Accessory Space as determined by a City-commissioned appraisal. For-profit entities will, however, receive a rental credit which will be assessed against the build-out costs incurred by the Respondent for the construction of the North Park Village Senior Satellite Center. The Respondent's costs for the construction of the Accessory Space

shall not be included in this credit. Throughout the term of the License Agreement, the Respondent shall secure certificates of insurance listing the City of Chicago as an additional insured on a primary non-contributory basis and shall indemnify the City with respect to any liabilities arising from the Respondent's use of the North Park Village Senior Satellite Center and the Accessory Space. The Respondent shall be responsible for payment of any leasehold taxes, if any, which are applicable to the selected Respondent's space (the property presently is not taxed). Both parties shall be able to cancel the License Agreement at any time with sixty (60) days prior written notice. The License Agreement shall commence on the date of execution following City Council approval and shall otherwise terminate five years later to coincide with the term of the Contract as outlined under this RFP unless the successful Respondent and the City have agreed to a different term. The Contract and the License Agreement shall expire at the same time. In the event that the City terminates the License Agreement without cause, the City shall reimburse the Respondent a fraction of the Respondent's costs to build-out the North Park Village Senior Satellite Center and the Accessory Space. In the event of such reimbursement the numerator of that fraction shall be expressed as the number of months from the date of the commencement date of the License Agreement to the effective date of the termination of the License Agreement and the fraction's denominator shall be the total number of months of the License Agreement. Notwithstanding the foregoing, the City shall not provide such reimbursement in the event that the City terminates the License Agreement for cause or default under the License Agreement. At the end of the term of the agreements, the successful Respondent and the City shall determine if the agreements should be extended for another term as mutually agreed to by the parties. A subsequent License Agreement shall also require the approval of the Chicago City Council.

## **F. Eligible Applicants**

This is a competitive process open to all organizations. For-profit organizations can apply but would be required to pay market-priced rent for the access to the Accessory Space and subject to build-out credit as indicated in the section above.

Respondents whose existing contracts with DFSS are not in good standing will not be considered for this Contract. Respondents not eligible include those that have had a City contract terminated for default; and those that are currently debarred and/or have been issued a final determination by a City, State or Federal agency for performance of a criminal act, abridgement of human rights or illegal/fraudulent practices.

## **II. RFP and Submission Information**

### **A. Proposal Deadline and Submittal Procedures**

**The due date for submission of proposals is Friday, November 14, 2014 by 4:30pm.**

Proposals will be accepted prior to the due date, from 9:00 a.m. to 4:00 p.m. Monday – Friday at the same location. All proposals must be complete. Incomplete proposals may not be reviewed. In-person or bonded messenger delivery of proposals is encouraged. Time stamped receipts will be issued as proof of timely submittal.

One (1) original and two (2) copies must be delivered in a sealed envelope or box to:

**Joyce Gallagher**  
**Executive Director of the Chicago Area Agency on Aging**  
**Department of Family and Support Services**  
**1615 West Chicago Avenue, 5<sup>th</sup> Floor,**  
**Chicago, IL 60622**

The outside of the envelope or package should be labeled, "North Park Village Senior Satellite Center Operator".

*No proposal will be considered complete and therefore reviewed unless the original copy is delivered and received at DFSS offices.*

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

**An additional file copy of the proposal should be e-mailed to:**

**[Dawn.Hughes@cityofchicago.org](mailto:Dawn.Hughes@cityofchicago.org)**

Proposals should be prepared on standard 8.5" x 11" letter size paper and double-spaced. Expensive paper and bindings are discouraged. The City encourages the use of materials containing recycled content. Further specific application instructions can be found in the associated application file.

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

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

**Joyce Gallagher:** (312)-746-5682, [mjoycegallagher@cityofchicago.org](mailto:mjoycegallagher@cityofchicago.org)

For all technical questions relating to the execution of the proposal, please contact:  
Julia Talbot: 312-743-1679, [italbot@cityofchicago.org](mailto:italbot@cityofchicago.org)

#### **C. Pre-Submittal Conference**

DFSS and the cooperating City Departments will host a Pre-Submittal Conference. This pre-submittal conference will be held at the North Park Senior Satellite Building and will allow potential Respondents the opportunity to view the site:

**Monday, November 3, 2014**  
**2:00 pm to 4:00 pm**  
**At North Park Village Administrative Building (Bldg C)**  
**5801 N. Pulaski Ave.**  
**Room 103**

**DFSS strongly encourages prospective applicants to attend the Pre-Submittal Conference.**



All those interested in attending should contact [Dawn.Hughes@cityofchicago.org](mailto:Dawn.Hughes@cityofchicago.org) and write "RFP for Senior Satellite Center Operator, North Park Village Site" in the subject line. Please give the names of those wishing to attend, and the agency name.

To request reasonable accommodation for the pre-proposal conference, please contact, Monica Rafac at [monica.rafac@cityofchicago.org](mailto:monica.rafac@cityofchicago.org). Requests for accommodations will be accepted up to 48 hours prior to the event.

#### **D. Timeline**

This is the anticipated timeline for the funded programming:

RFP Released	October 24, 2014
RFP Pre-Proposal Conference	November 3, 2014
RFP Due	November 14, 2014
Award Notifications Made	December 1, 2014

### **III. Scope of Services**

#### **A. Purpose**

This opportunity is soliciting interested, experienced and qualified Respondents to build out and manage the North Park Village Senior Satellite Center in exchange for access to the Accessory Space which is also to be built out and operated by a qualified Respondent who is interested in and experienced in serving seniors. The Accessory Space must be used for the delivery of senior services. Thus, Respondents must be able to demonstrate their ability to leverage other resources in order to operate the Center effectively. It will be the responsibility of the Respondent to provide appropriate coordination of all programs and services and maintain a pleasant and welcoming atmosphere in good operating condition.

Respondents will describe the set of programs and services they propose to offer at the North Park Village Senior Satellite Center. Following are standard program offerings currently available at DFSS's existing Senior Satellite Centers. Respondents may propose to offer additional or different services than those listed below. While DFSS will not provide equipment to support the operation of any programs, DFSS will provide appropriate and qualified instructors and other supports depending upon the program and the availability of funding at no additional to the Respondent as per the program model.

Following is a summary of programs typically offered at existing Senior Satellite Centers. Respondents may propose different or additional programs.

#### **Chicago Fitness Plus Program**

The goal of the Chicago Fitness Plus Program is to provide a comprehensive fitness program to older adults. The program concentrates on introducing and reinforcing key components to a healthy lifestyle including endurance, strength, balance and flexibility. The program does this through a variety of activities including but not limited to strength training, aerobics and flexibility training. Senior Centers are equipped with senior-

friendly exercise equipment and staffed by experienced, certified senior fitness professionals who lead group exercise classes and one-on-one training. A certified instructor will be assigned to the site.

### **Golden Diner Nutrition Program**

Adequate nutrition is a major concern for older adults. The Golden Diners program provides daily nutritious meals that conform to current dietary guidelines for older adults. The Operator Agency will have day-to-day on-site management responsibility for the program.

This program adheres to DFSS's nutrition program policies and procedures as guided by the State of Illinois, Department of Aging. In addition, the operator agency will assure they have an on-site staff member who will obtain a Food Service Sanitation license to ensure the effective on-site administration of the program.

### **Health and Wellness Program**

As people age, they develop new and more severe health problems. Additionally their existing chronic health conditions often become more difficult to manage. DFSS's health promotion and disease prevention programming seeks to assist older persons manage their health concerns. Health and Wellness professionals are regularly out-posted at our senior centers. These professionals provide health screenings, medication management, one-on-one counseling sessions, and presentations conducted by wellness nurses, dietitians, social workers, and pharmacists.

### **Information and Access to Services**

While many older Chicagoans are active members of their families and communities, others need some type of assistance in order to stay independent. To help meet the diverse needs of older Chicagoans and their caregivers, DFSS Senior Centers are asked to offer basic information and assistance including referral to community based resources and DFSS program and services including: information on home delivered meals, nursing home ombudsman services, elder abuse prevention, employment, volunteer opportunities, and other activities to help older adults be knowledgeable, active, independent members of their communities. Training and resources will be provided to assure the operating agency can address the information needs of their senior center participants.

### **Life Enrichment Programming**

Life Enrichment Programming provides an assortment of activities that engage and inspire seniors in multiple ways - socially, intellectually, artistically, and spiritually. The activities may include, but are not limited to trips, English as a Second Language (ESL) classes, technology classes, arts classes, discussion groups, special events and outings, speaker series, theater groups and book clubs. While there will be some required activities, operator agencies shall develop a programming calendar that offers a variety of desirable activities and culturally relevant programming for the Center's population in order to meet the needs of the community they serve.

### **Computer Training and Access**

Computer training and access programming consists of both providing seniors access to computers, printers and the internet as well as instructional support allowing seniors to develop new computer skills or improve their existing ones. DFSS will provide instructors to support this program. Respondents will be responsible for providing an adequate numbers of computers, printers and internet lines.

### **B. Program Design and Criteria**

Successful Respondents will receive a management and operator agreement (the “contract”) or at least a one year term, contingent upon quality performance, the City’s overall satisfaction with program management, and availability of funding. The agreement will cover agreements for both the physical operation and programmatic management of the North Park Village Senior Satellite Center and the Accessory Space.

Successful Respondents will offer diverse and quality services that are responsive to individual community needs. All timetables and program descriptions required in this application should propose an initial operating and programming schedule for one year in detail. **Please note that we require submission of proposed program plans and a sample activity calendar for one month of programming.** Please tailor this calendar and program plan specifically for the anticipated needs of the North Park Village senior community. This must be included as part of the proposal. Also provide a description of the qualifications of the proposed on-site manager.

Proposed program models should be clearly detailed but also suitable for modification based on fluctuations in the number of participants as well as local preferences and demand for specific programs. If your agency already operates senior programs, **do not submit existing calendars or program plans. Please design one program model specifically for the North Park Village community as you understand it.**

Each proposal should include a budget detailing the cost of effectively managing and operating the North Park Village Satellite Senior Center including your proposed model for service delivery.

The following guidelines have been established by the Chicago Department of Family Support Services. Please use these current practices as a guide in preparing your proposal.

#### **1. Definition of Service**

Service is defined as the management and operation of the North Park Village Senior Satellite Center.

Hours of operation should be, at a minimum, Monday through Friday, 8:30 a.m. to 4:30 p.m.

The desired services shall help address needs of seniors in the domains of recreation, health, education, advocacy and assistance in order to maintain

independence. The ideal proposed programs will demonstrate clearly and in detail a comprehensive plan of services and programming that will:

- Help in the prevention of social and civic disengagement;
- Promote optimal physical, social and mental well being;
- Provide access to a broad array of services and information to participants and their caregivers;
- Provide useful information to link seniors to community resources, programs, and services; and
- Respond to expressed desires of local seniors for programs and activities.

The proposal should describe efforts to meet the needs of the limited or non-English speaking in the community, if applicable, and help address their desire to become productive and engaged in their community.

All proposals should demonstrate how they will coordinate with the wide variety of public and private agencies, faith-based organizations, community organizations, hospitals and community leaders to see that the Senior Satellite Center is successful. Service components may include, but are not limited to programming in the following areas:

#### **Healthy Aging/Health and Fitness Programs**

- ❖ Health screening by a nurse practitioner, pharmacist or physician's assistant.
- ❖ Support groups and mental health referrals.
- ❖ Counseling for seniors and caregivers.
- ❖ Massage therapy, yoga, Tai Chi, meditation.
- ❖ Reinforcement of physical and occupational therapeutic goals or co-location of these modalities.
- ❖ Fitness classes geared to seniors of today, making it possible for seniors to vary their workout as their fitness level increases. Classes should focus on strength training, balance, range of motion and flexibility and appropriate to increasing cardiac output. An exercise physiologist or appropriately certified trainer would assess each individual and encourage progress.
- ❖ Health lectures.

#### **Recreation**

- ❖ Inter-generational activities.
- ❖ Travel, trips and tours for seniors.
- ❖ High quality cultural and arts programs delivered by professionals.
- ❖ Literary programs, book clubs, dramatic interpretation of books and other artistic media.
- ❖ Musical performances and lectures on site.
- ❖ Arts and crafts, sewing, scrapbooking, knitting or crocheting classes.
- ❖ A newsletter design group.
- ❖ Sing alongs, drama groups, trips to concerts and plays.

- ❖ Men's clubs, hobby clubs, and other affiliation groups.

### **Volunteerism/Education**

- ❖ Opportunities for seniors to assist with the operation of the center as information clerks, food service handlers, activity coordinators, group leaders, etc.
- ❖ Opportunities for seniors to be engaged in their community as peer advocates.
- ❖ Other opportunities for seniors to volunteer such as nursing home ombudsmen, mentors, or participating in community beautification projects.
- ❖ Meetings for crime prevention and victim awareness, and other complex education issues.
- ❖ Classes in English as a Second Language, job retraining and skills enhancement for those seeking to return to work or make a career change.
- ❖ A series of classes in the computer learning centers geared to the standard of today's marketplace.

### **Information and Access**

- ❖ Linkage to DFSS' Information, Assessment and Advocacy services and other community based programs and services.

## **2. Goals and Objectives**

- a. To provide high quality programming and access to a broad array of services, activities, and programs in several community sites throughout the City.
- b. To help involve seniors in their community and to prevent disengagement from family, neighbors and the community at large.
- c. To optimize physical and mental well-being by promotion of healthy behaviors and active lifestyles.
- d. To provide useful information and access to the wide variety of community programs and services including: in-home services provided through the Chicago Department of Family and Support Services and private providers.
- e. To actively promote seniors' involvement in volunteer community service projects that benefits the center or the community as a whole.

DFSS anticipates growth in attendance at the sites over time. DFSS will assist in marketing, promotion and outreach for the Center.

## **C. Service Delivery Including Roles and Responsibilities**

### **1. Respondent Responsibilities:**

- a. Policy and Procedures: The Respondent agrees to follow all policies and procedures set forth by DFSS and agreed to by the parties.
- b. Staff: The Respondent will deploy an on-site Site Director who is responsible for the day-to-day operation of the senior center. The staffing pattern should be sufficient to support the center operations. The Agency is responsible for managing its program staff and volunteers. The Agency will solicit and maintain adequate number of volunteers from the community to assist in the operation of the Center.
- c. Intra-agency Communication: The Respondent will meet routinely meet with designated DFSS staff to review or develop new program plans, to insure quality services are being provided, to resolve problems, and to attend any other meetings relative to the activities of the Center.

#### **Related to Participants**

- i. The Respondent will post a monthly calendar of activities at the Center by the first day of the month. The calendar will include all activities scheduled for the month, as well as the name, address and phone number of the Center.
- ii. The Respondent will distribute DFSS' literature to participants on a regular basis.
- iii. The Respondent will utilize DFSS IT systems for all Center participants to document the Center programs and activities utilization in a timely manner.
- iv. The Respondent will insure that each participant of the Center completes a DFSS' Program Participation Registration form.
- v. The Respondent will utilize DFSS' forms to document services provided at the Center and will keep a file cabinet of client records. Files are to be kept secured and confidential.

#### **d. Fundraising**

The Respondent may raise funds as necessary for operating expenses for the Center. The funds raised must be used towards program maintenance and expansion at the Center.

The Respondent will allow participants the opportunity to make voluntary donations for DFSS' programs funded under the federal Older Americans Act and other funding sources, including but not limited to: fitness, nutrition, health promotion, and other select recreational and educational programs.

#### **e. Advisory Bodies**

The Respondent will form a Center Advisory Council. The purpose of the Center Advisory Council is to provide overall advice for programming and fund raising activities at the Center.

The Respondent is responsible for identifying, planning, and meeting with the center's Advisory Council, DFSS, and community senior groups, to address unmet needs of program participants and gaps in services.

The Respondent shall notify DFSS of any changes in staff, the Executive Director of the Respondent Agency, and the Chair or President of the Center Advisory Council within five (5) business days.

Respondent staff will attend DFSS' Provider Council meetings and other meetings as necessary and as requested by DFSS.

f. Marketing

The Respondent will maintain an effective marketing program to attract seniors. The staff and volunteers are expected to be part of the marketing efforts for the Center. Outreach presentations are to be given to targeted audiences on a regular basis to attract new Center participants.

The Respondent and DFSS will cooperate to promote programs and activities of the Center and other programs of the Respondent as well as the City. All promotional materials for the Center shall describe the relationship between the Respondent and DFSS. All promotional materials, including but not limited to signage, fact sheets, brochures, news articles and press releases, must be submitted in advance to DFSS for review and approval.

g. Reporting

The Respondent will provide DFSS the following on a monthly basis or as otherwise indicated:

Monthly calendar of upcoming activities and a report of past activities and events related to the Center. The calendar is due by the 1<sup>st</sup> day of the month and the report is due by the 10<sup>th</sup> day of the month for the preceding month's activities.

Financial reports related to the Golden Diner program, computer training and other programs and activities in which fees or donations are collected on DFSS' behalf, using forms developed by DFSS, as well as funds raised in support of the Center's programs and activities.

A list of the staff hired and/or assigned to operate the Center including their emergency contact information.

**2. DFSS Roles and Responsibilities to Center Operator**

DFSS will identify its staff to provide technical assistance in planning programs and activities and act as a resource for operations, information on aging, benefits, social services, and etc... DFSS will provide technical assistance in operating the North Park Village Senior Satellite Center, managing and developing personnel, and providing outreach to the community and the development of new programs.

- a. As a DFSS Senior Satellite Center Operator, the Respondent will receive up to \$10,000 annually in order to develop a calendar of programs which allows for the engagement of DFSS pre-qualified instructors to provide a wide variety of classes, activities and special events. Respondents with existing staff capacity for desired programming may be eligible for reimbursement for services provided directly by their staff.
- b. DFSS contracts with, manages and deploys part-time instructors for the Chicago Fitness Plus Program. Respondents interested in providing this program will have paid instructors assigned to the North Park Village Senior Satellite Center on a no less than weekly basis.
- c. For Respondents interested in providing the Golden Diners program, DFSS will either provide one hot meal daily or will reimburse up to \$3.65 per person, per hot meal, per day. All meals must be prepared in accordance with the standards articulated by the Dietary Guidelines for Americans (for more information: <http://www.health.gov/dietaryguidelines/>).
- d. For Respondents interested in providing Health and Wellness services, DFSS will assign nurses, pharmacists and dieticians to visit the North Park Senior Satellite Center on a monthly basis.
- e. For Respondents interested in providing an "Information and Access to Services" program, DFSS will provide twice monthly visits from benefits and enrollment specialists.
- f. DFSS will provide literature on DFSS programs and services to be disseminated at the Center.
- g. DFSS will assist with the promotion of the Center to encourage seniors and family caregivers to visit the Center.
- h. DFSS will conduct regular monitoring visits.
- i. DFSS will ensure that the successful Respondent's access to the Accessory Space is for senior related activities.

#### **D. Construction Guidelines**

##### **1. Existing Conditions**

The 5801 N. Pulaski building is currently vacant. Interior demolition is complete. The parking lot has been resurfaced. The foundation has been waterproofed. The exterior patios have been repaired. Supplemental drainage has been provided.

##### **2. City Obligations for Design and Construction**

The City has completed preliminary design for the shell and a proposed interior build-out of the 5801 N. Pulaski building, the North Park Village Senior Satellite Center, and the Accessory Space. Upon execution of the Contract by the Respondent and the City, the City will review the existing design with the



Respondent to make any necessary revision to the design to accommodate the operations within the parameters described below.

The City anticipates taking responsibility for the preparation of the 5801 N. Pulaski building shell and its surroundings for use as the North Park Village Senior Satellite Center and the Accessory Space up to a maximum investment by the City of \$3.34 million. The City will coordinate this work with the Respondent to determine the most effective way of integrating the work with the Respondent's interior build-out plans to support the operations of the building. The scope of work contemplated by the City as part of its maximum investment of \$3.34 million includes:

- Roof replacement;
- Geothermal well installation;
- Complete heating, cooling, and ventilation systems, including the necessary heat exchange equipment for the geothermal system and any additional fans, furnaces, rooftop units, or blowers that may be needed, along with a controls system and testing and balancing;
- Base electrical service, including service to a central electrical panel, and distribution panels;
- Network infrastructure brought to the MDF room;
- Base plumbing, including domestic water heater, hot and cold water distribution, drains and vents and piping distribution up to the point of fixture rough-ins;
- Complete fire alarm and automatic sprinkler system
- Exterior utility upgrades for the new electrical and data/ phone service and civil work required to support the landscaping scope;
- Exterior landscaping in compliance with the Chicago Landscape Ordinance; and
- Pavement markings and signage in compliance with the Municipal Code of the City of Chicago.

### **3. Respondent Obligations for Design and Construction**

The Respondent will be responsible for the design and interior build-out of the North Park Village Senior Center and the Accessory Space as may be needed to supplement the work performed by the City. Specific tasks that will be Respondent's responsibility may include, but are not necessarily limited to:

- Interior framing of all partition and demising walls;
- Interior doors, hardware and millwork;
- Interior finishes, including drywall, paint, floor coverings, and ceilings;
- Diffusers and return grills and other materials and equipment needed to properly condition the building;
- Finish electrical distribution from panels to end use, including conduit, wiring, outlets, fixtures, switches, and other materials and equipment needed to provide electricity throughout the building;
- Finish plumbing, including toilet fixtures, lavatory fixtures, drinking fountains, faucets, accessories and other materials and equipment needed to provide plumbing services throughout the building;
- Door operators and other ADA compliance equipment and fixtures to meet ADA Title II guidelines.

- Security systems;
- Voice, data, and other low-voltage electrical systems to support the operations of the facility;
- Any specialized systems that may be needed to operate the North Park Village Senior Satellite Center and the Accessory Space; and
- All furniture, fixtures and equipment that may be needed to operate the North Park Village Senior Satellite Center and the Accessory Space.

## **IV. Evaluation and Selection Procedures**

### **A. Evaluation Process**

An evaluation committee selected by DFSS will evaluate and rate all proposals based upon the evaluation criteria outlined below. The committee may also request interviews with Respondents. However, DFSS reserves the right to award contracts on the basis of initial proposals received without further discussions. Failure to submit a complete proposal and/or to respond fully to all requirements may cause the proposal to be deemed unresponsive and, therefore, subject to rejection. Each proposal will be evaluated in comparison with the other proposals submitted.

The City reserves the right to terminate this RFP solicitation at any stage if DFSS, in its sole and exclusive discretion, determines this action to be in the City's best interests. The receipt of Proposals or other documents will in no way obligate the City to enter into any agreement of any kind with any party.

The City assumes no liability for costs incurred in responding to this RFP for costs incurred by the Respondent in anticipation of a Grant. All service delivery is subject to DFSS review and approval prior to implementation or public dissemination.

The City reserves the right to solicit and consider information on past experience, performance, and other relevant facts obtained from past projects performed by the Respondent.

Selections will not be final until the City and Respondent have fully negotiated and executed a Contract and License Agreement.

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

### **B. Selection Criteria**

The City will review the experience and expertise of the Respondent, but proposals will also be reviewed individually based on the needs of the community. Respondents having little or no experience in operating senior programs are encouraged to apply if their organization has sound overall management and experience.

#### **The Criteria includes:**

- Demonstrated experience in managing a construction project and team.
- Demonstrated ability using licensed bonded and insured sub-contractors.

- Demonstrated track record of completing similar projects in a timely manner within or under budget.
- Thoroughness and reasonableness of the proposed budget to complete the renovation and build-out of the Facility.
- Demonstrated ability to fund project costs above the \$3.34 million that will be provided by the City.
- The ability and quantity of any financial match associated with the proposed build out.
- The quality of the description and design of programming and activities including sample activity calendar and ability to leverage resources on behalf of the Senior Center/services.
- The staff's qualifications, experiences and proposed staffing pattern for the site.
- The Respondent's experience in providing services to the targeted population and/or history in providing related programs and services.
- The Respondent's plan to recruit Senior Center participants, and for use of volunteers to assist in Center operations.
- The Respondent's overall plan of management of social, health recreation and advocacy services.
- The Respondent's community references on letterhead.
- The quality of the Respondent's staffing and staffing plan.
- Organizational Structure and program over-site for the Senior Center.
- The proposed use of the additional leased space and how it directly relates to the needs of the surrounding community.
- Proof of the Respondent's sound management practices and appropriately qualified staff as evidenced by prior successes.
- Evidence of the Respondent's financial soundness as evidenced by its annual audit or like document.
- The quality and accuracy of proposed Budget.

## V. Legal and Submittal Requirements

A description of the following required forms has been included for your information.

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

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

Respondents are required to execute the **Economic Disclosure Statement and Affidavit** 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. Because the License Agreement requires City Council approval, the selected Respondent shall have to submit a printed certificate their most current EDS. More information about the on-line EDS system can be found at:

<https://webapps.cityofchicago.org/EDSWeb/appmanager/OnlineEDS/desktop>

### B. Disclosure of Litigation and Economic Issues

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

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

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

### **C. License Agreement Obligations**

The City and the selected Respondent shall enter into License Agreement for the period beginning on a date following City Council approval and execution of the Contract. The License Agreement shall be coterminous with the Contract. Subsequent License Agreement extensions shall require City Council approval and may be made by the City based on the availability of funds, the need to extend services, the Respondent's performance under the Contract, and any operational issues with the License Agreement. Under the License Agreement, the City shall bill the Respondent the Respondent's proportionate share of operating expenses (and any rent) for the Accessory Space on a monthly basis. The Respondent shall provide the City with current certificates of insurance. The Respondent will be responsible for any damages to North Park Village Senior Satellite Center and the Accessory Space resulting from vandalism or misuse of the site.

### **D. Grant Agreement Obligations**

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

### **E. Funding Authority**

These initiatives are administered by the Department of Family and Support Services through funding received from the City of Chicago and that received to the City via the Older Americans Act. Consequently, all guidelines and requirements of the City of Chicago, State of Illinois, Department of Aging and the federal Department of Health and Human Services must be met. Selected Respondents will be required to comply with all laws, regulations, policies and procedures imposed by funding sources. Additionally, all selected Respondents must comply with the Single Audit Act if applicable.

### **F. Insurance Requirements**

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

The successful Respondent must provide and maintain at its own expense or cause to be provided, during the term of the Contract, the insurance coverage and requirements specified below, insuring all operations related to the Contract. The City of Chicago, Department of Finance, Office of Risk Management, maintains the rights to reasonably modify, delete, alter or change these requirements.

## INSURANCE TO BE PROVIDED

### 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, illness or disease.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

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

### 3. Automobile Liability (Primary and Umbrella)

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

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

### 4. Professional Liability

When any professional consultants including counselors, case managers, program management and administration professionals perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$3,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

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

5. Directors and Officers Liability

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

6. Crime

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

7. Valuable Papers

When any media, data, records, reports, audits and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained by the Respondent 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.

8. Property

Respondent is responsible for all loss or damage to any City of Chicago property at full replacement cost that results from this Agreement.

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

**ADDITIONAL REQUIREMENTS**

Respondent must furnish the City of Chicago, Department of Family and Support Services, 1615 West Chicago Avenue, 3<sup>rd</sup> Floor, Chicago IL. 60622, and Comptroller's Office, Federal Funds Insurance Unit, 121 North LaSalle Street, Room 700, Chicago, IL 60602 original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Respondent must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Respondent is not a waiver by the City of any requirements for the Respondent to obtain and maintain the specified coverages. Respondent must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Respondent of the obligation to provide insurance as

specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Respondent must provide for 30 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

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

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

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

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

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

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

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

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

#### **G. Indemnity**

Respondent shall indemnify, defend, and hold City harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from City or Respondent by reason of Respondent's performance of or failure to perform any of Respondent's obligations under the Contract or License Agreement or Respondent's negligent acts or failure to act, or resulting from the acts or failure to act of Respondent's contractors, respective officers, directors, agents, or employees. 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 Contract.

#### **H. False Statements**

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

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

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

##### **2. 1-21-020 Aiding and Abetting.**

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

##### **3. 1-21-030 Enforcement.**

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

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

Grant awards will not be final until the City and the respondent have fully negotiated and executed a Contract. All payments under Contracts 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 Contract. As a condition of a grant award, respondents must comply with the following and with each provision of the Contract:

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

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 Contract 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 Contract no person having any such interest shall be employed.

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

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

4. Business Relationships with Elected Officials - Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, as amended (the "**Municipal Code**") it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council 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 Contract or the License Agreement shall be grounds for termination of the Contract and the License 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.

5. 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).

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

7. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4. No person or entity responding to this request for proposals (the "Respondent") or any person or entity who directly or indirectly has an ownership or beneficial interest in Respondent of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Respondent's proposed subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any proposed subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Respondent 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 Contract or other contract, including while the Contract or other contract is executory, (ii) the term of the Contract or any other contract between City and Respondent, and/or (iii) any period in which an extension of the Contract or other contract with the City is being sought or negotiated.

Respondent represents and warrants 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 the Respondent or the date the Respondent approached the City, as applicable, regarding the formulation of the Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Respondent shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its 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 will constitute a breach and default under the Contract, and under any other contract for which no opportunity to cure will be granted. Such breach and default will

entitles the City to all remedies (including without limitation termination for default) under the Contract, under the License Agreement, at law and in equity. This provision amends any other contract and supersedes any inconsistent provision contained therein.

If Respondent violates this provision or Mayoral Executive Order No. 2011-4 prior to the award of the Contract, the Commissioner may reject Respondent's proposal.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Contract" means an agreement resulting from this request for qualifications/proposals/information.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code.

For purposes of this provision only, individuals are "Domestic Partners" if they satisfy the following criteria: (A) they are each other's sole domestic partner, responsible for each other's common welfare; and (B) neither party is married, as marriage is defined under Illinois law; and (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and (E) two of the following four conditions exist for the partners: (1) the partners have been residing together for at least 12 months; (2) the partners have common or joint ownership of a residence; (3) the partners have at least two of the following arrangements: (a) joint ownership of a motor vehicle, (b) a joint credit account, (c) a joint checking account, or (d) a lease for a residence identifying both domestic partners as tenants; and (4) each partner identifies the other partner as a primary beneficiary in a will.

"Other Contract" means any agreement entered into between the Respondent and the City that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (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.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code.

Any Contract will be subject to and contain provisions requiring continued compliance with Executive Order 2011-4.

8. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Respondent warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this RFP, the Contract, and the License Agreement are executory, Respondent, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this RFP constitutes a breach of and an event of default under this RFP, for which the

opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner of DFSS. Such breach and default entitles the City to all remedies under the RFP, at law or in equity. This section does not limit Respondent's, general contractor's and its subcontractor's duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this RFP, the Contract, or the License Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of the Contract or the License Agreement, and may further affect the Respondent's eligibility for future contract awards.

9. Cooperation with Inspector General and Legislative Inspector General. It is the duty of every officer, employee, department, agency, contractor, subcontractor, user of real property, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. The Respondent understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago.

10. City Hiring Plan

(i) On June 24, 2011 the City of Chicago 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 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) Respondent is aware that City policy prohibits City employees from directing any individual to apply for a position with Respondent, either as an employee or as a subcontractor, and from directing Respondent to hire an individual as an employee or as a subcontractor. Accordingly, Respondent must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Respondent under this RFP, the Contract, and the License Agreement are employees or subcontractors of Respondent, not employees of the City of Chicago. This RFP, the Contract, and the License 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 Respondent.

(iii) Respondent will not condition, base, or knowingly prejudice or affect any term or term or aspect to the employment of any personnel provided under this RFP, the Contract, and the License Agreement, or offer employment to any individual to provide services under this RFP, the Contract, and the License 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 this RFP, the Contract, and the License 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 Respondent by a City employee or City official in violation of Section 10(ii) above, or advocating a violation of Section 10(iii) above, Respondent 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 Commissioner of DFSS. Respondent will also cooperate with any inquiries by IGO Hiring Oversight related to the contract.