# REQUEST FOR PROPOSALS (RFP) FOR CONGREGATE DINING NUTRITION PROGRAM

**AUGUST 14, 2012** 

# CITY OF CHICAGO DEPARTMENT OF FAMILY AND SUPPORT SERVICES

RESPONSES MUST BE RECEIVED NO LATER THAN Friday, August 31, 2012 AT 4:30 P.M. CST

One original of the proposal and 3 copies should be submitted in a sealed envelope or package labeled as shown below:

Congregate Dining Nutrition Program Name and Address of the Respondent

Responses should be addressed and returned to:

Alexandra Cooney,
Deputy Commissioner, Senior Services
Department of Family and Support Services
1615 W. Chicago Ave, 3<sup>rd</sup> Fl. East
Chicago, Illinois 60622

Additionally, an exact and complete scanned copy of the proposal should be emailed to: <a href="mailedto:jtalbot@cityofchicago.org">jtalbot@cityofchicago.org</a> by Friday, August 31, 2012, 4:30 P.M. CST.

DFSS will host a Bidders Conference on:
Tuesday, August 21, 2012
Department of Family and Support Services,
1615 W. Chicago Ave, 1<sup>st</sup> Fl. Conference Room
Chicago, Illinois 60622



RAHM EMANUEL MAYOR

EVELYN DIAZ COMMISSIONER

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#### I. Invitation

#### A. PURPOSE of RFP

The Department of Family and Support Services (DFSS) is seeking proposals from qualified agencies for the provision of Congregate Meals Services. The awarded respondents will provide meals of various types, to older adults, 60 years of age or older, at different locations throughout the City of Chicago. The designated congregate meal services providers shall be responsible for preparing and providing the catered or on-site meals and related supplies to the (Golden Diners) nutrition sites as designated by the DFSS. Catered meals are prepared and delivered to the nutrition site and on site meals are prepared and served at the same site. On-site meal caterers will be responsible for hiring staff to serve the prepared food.

#### **B. BACKGROUND INFORMATION**

In 2009, the Chicago Department of Aging was consolidated into the Department of Family and Support Services. Mayor Richard J. Daley created the Department on Aging in 1965 as the Mayor's Office of Senior Citizens and Handicapped, in order to ensure that all seniors in the city have access to all the services and benefits entitled to them. The department is also recognized by the United States Office on Aging as the Area Agency on Aging (AAA) for the City of Chicago.

Senior Services Area Agency on Aging programs include: regional and satellite senior centers offering educational, recreational, fitness, and social activities; Information and Assessment; Benefits Eligibility Check-up; Home Delivered Meals and Congregate Dining; Legal Assistance; Heavy Duty Chore Assistance; Housing Relocation Assistance; Senior Employment and Volunteer Program; Ombudsman, Case Management Services, Caregiver Support, and assistance for Grandparents Raising Grandchildren. For more information about the DFSS and the various programs and services available visit www.cityofchicago.org/fss.

The Congregate Dining Program (Golden Diners) started in 1968 as a demonstration project of the Mayor's Office of Senior Citizens now the Department of Family and Support Services, Senior Services Area Agency on Aging. Chicago was the first city in the nation to offer the congregate dining program. The success of the project resulted in the national funding in 1974 under Title III-C of the Federal Older American Act.

The program is open to adults 60 years of age and over and their spouses of any age. The Golden Diners Program is designed to create and strengthen social and organizational relationships among the elderly as well as to address the problem of poor nutrition which exists among many older people.

Improving the nutritional health of older adults is one of the important goals of the Congregate Dining Nutrition Program. Nutritional health is an important component in the total quality of life a person experiences in their later years. Many seniors do not eat well because they lack the skills necessary to select and prepare well balanced meals. Additionally, they may have limited shopping mobility, and they lack the incentive to prepare and eat a meal alone. The goal is to foster positive food choices by providing healthy meals for individuals 60 years of age or older. Full course meals are served

and designed to help seniors stay healthy.

Many seniors also suffer from diminished physical activities and isolation which the program directly addresses by providing the venue for socialization and activities for seniors to engage in before or after the meals are served. The program offers participants an opportunity to socialize and take part in recreational and educational activities.

The program provides over 750,000 meals to approximately 25,000 seniors at over 60 congregate nutrition sites city wide each year. Nutritious meals are served and designed to help seniors stay healthy. All meals follow the meal pattern developed by the Illinois Department on Aging and are consistent with the Dietary Guidelines for Americans. All menus are approved by a registered dietician.

The meals are prepared and delivered by contracted caterers to 55 of the nutrition sites. The majority of the catered meals are delivered in bulk (hot lunches or breakfast) and served in accordance with DFSS specifications to the seniors. On occasion, cold meals served in a box that contain individually wrapped food items are served in lieu of or in addition to the hot meals at the catered sites. A small portion of the catered sites receive meals that are proportioned/ prepackaged and heated by staff prior to serving.

The remaining six nutrition sites are operated by on site meal providers that prepare and serve the meals at the sites. Some of the diverse cuisines provided by the on site meal providers include Chinese, Korean, Vietnamese, and Indian/Pakistani.

#### C. ANTICIPATED CONTRACT TERM AND AVAILABLE FUNDING

Funding is subject to the availability of funds from the City of Chicago, the Illinois Department of Aging, and the Older American's Act. One or more delegate agency agreement awards will be made for a three-year period, October 1, 2012 through September 30, 2015 for an amount not to exceed \$2,800,000.00. The Chicago Department of Family and Support Services reserve the option to extend the delegate agency agreement(s) for a maximum of two additional one periods, each not to exceed more than twelve months, for a total of five years. The extension option is contingent upon successful performance of the program and services provided, and upon availability of funds. Should the initial awarded 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.

The expected start date of this contract is October 1, 2012. In addition, respondents should be aware that payment for services by the City will be made on a reimbursement basis. Awarded respondents should not plan to receive their first payment until up to 60 days after the beginning of the contract period.

#### D. ELIGIBLE RESPONDENTS

The DFSS is seeking congregate meal service providers to provide prepared meals to older adults (60+) at the nutrition sites as designated by the Chicago Department of Family and Support Services. Each meal provided must follow the meal pattern developed by the Illinois Department on Aging. Meals must conform to the current

Dietary Guidelines for Americans. (See Attachment #1 - Illinois Department on Aging Nutrition Standards).

Program facilities are expected to be accessible to persons with disabilities. Respondents are expected to demonstrate full compliance with all applicable aspects of the Americans with Disabilities Act of 1990 (ADA), as amended and must have a recent accessibility survey completed and on file. For a full copy of the Americans with Disabilities Act, please visit: <a href="http://www.usdoj.gov/crt/ada/adahom1.htm">http://www.usdoj.gov/crt/ada/adahom1.htm</a>

Respondents are ineligible if they are currently barred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal department/agency or the City, or if they are not in compliance with a state Department of Revenue or Internal Revenue Service requirements.

DFSS is specifically interested in receiving proposals from organizations with previous or current experience in providing meals to seniors.

#### II. RFP and Submission Information

# A. Proposal Deadline and Submittal Procedures

Proposal due Date, Time and Location

Date: **August 31, 2012** 

Time: **4:30 P.M.** 

Location: Proposals must be submitted to:

Alexandra Cooney
Deputy Commissioner of Senior Services
City of Chicago, Department of Family and Support Services
1615 W. Chicago, 3<sup>rd</sup> Floor
Chicago, Illinois 60622

Proposal must be submitted in a sealed envelope or package. The outside of the envelope or package must clearly indicate Congregate Meal Services. The name and address of the respondent must also be clearly printed on the outside of the envelope or package

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.

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

# **B.** Format of the Proposal

All Proposals must be prepared on 8 ½" x 11" letter size paper, typed, with page numbers, 1" margins, minimum at least 11 pt. font. It is the City's policy to encourage the use of reusable, recycled, recyclable and chlorine-free paper in the submission of all RFP documents. Proposals must be securely bound to ensure that the entire contents remain complete and intact. Submit one (1) complete original signature set (clearly marked) "originals" of all RFP documents and three (3) complete copies.

In addition to the requested information stated in accompanying application, Respondents must supply the following additional information in their response to this RFP identified in the list below in items 4-7). The proposal should consist of the following items, in this order:

- 1. A proposal cover sheet signed by an authorized representative of the Respondent's organization (found in the accompanying application packet).
- 2. Written responses and supporting documentation to questions (found in the accompanying application packet).
- 3. The application for Program Support and the Program Accessibility Self-Evaluation Checklist (For On-Site meal providers only).
- 4. Copy of the most recent Public Health Department Certificate of Inspection for the facility or facilities where the food will be served, prepared, packaged, and/or stored. Certificates with any positive or negative citations issued.
- 5. IRS Statement of tax exempt status, if applicable. (For non-profits only.)
- 6. Copy of Official Articles of Incorporation.
- 7. A copy of the applicant's most recent fiscal audit report.
- 8. Certificate of Insurance
- 9. Proof of good standing from the Illinois Secretary of State.
- 10. A Certificate of Economic Disclosure will be required for all awarded contracts but is **not** required at the time of submission.

#### C. E-Mail Submissions

Often large files cannot be quickly or successfully submitted to us electronically. If your application packet consists of these files, we highly recommend the use of a file compression software such as Win Zip (which can be downloaded for a free trial period at <a href="http://www.winzip.com/downwz.htm">http://www.winzip.com/downwz.htm</a>) or any other similar software in order to keep your e-mail submissions to a single e-mail.

#### D. Pre-Submittal Conference

The pre-submittal conference will be held on:

August 21, 12:00 P.M. - 2:00 P.M. 1615 W. Chicago, 1<sup>st</sup> Fl. Conference Room Chicago, IL 60622

The purpose of the Pre-submittal Conference is to clarify the RFP process and the scope of the required services. A question and answer session will follow the presentation. The Chicago of Department of Family and Support Services (DFSS) strongly encourage all prospective respondents to attend the conference. No

information stated at the meeting or in conversation with the Nutrition Program Director is legally binding on the city unless it is contained in a written addendum to the RFP.

#### **E. Contact Person Information**

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

Nikki Garbis Proutsos: (312) 743-0178, <a href="mailto:nproutsos@cityofchciago.org">nproutsos@cityofchciago.org</a> Alexandra Cooney: (312) 743-1985, <a href="mailto:acooney@cityofchicago.org">acooney@cityofchicago.org</a>

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

Julia Talbot: (312) 743-1679, jtalbot@cityofchicago.org.

#### F. Timeline

Release Date of this Request for Proposals:

Pre-Submittal Conference:

Application Due:

Award Notifications Made:

August 14, 2012

August 21 2012

August 31, 2012

October 1, 2012

# III. Scope of Services – Program Design

The Congregate Dining Program nutrition sites (Golden Diners sites) are located within five (5) regions of the City: Southeast, Southwest, Central/West, Northeast and Northwest. The geographic boundaries are shown in the **Congregate Program Regional Areas Map (See Attachment #2)**. The name and location of each catered Golden Diners site within each region, the meal serving days, meal serving time, the type of meal served, the cuisine type and the approximate number of meals to be served daily are listed in **The Nutrition Site Location & Information (See Attachment #3)**.

#### A. Meal Unit Details

A meal unit consists of the specified food, its delivery to the specified destination at the specified time (for catered meal providers), and includes the pro-rated worth of disposable supplies, eating utensils and serving equipment, cleaning supplies, transport packaging, all necessary to meet the objectives of the Congregate Meals Program.

The preparation of **all** meal types listed below must follow the meal pattern developed by the Illinois Department on Aging. Meals must conform to the current Dietary Guidelines for Americans (**See Attachment #1**). Coffee or tea, and dessert (dessert not applicable for breakfast) must be offered daily as part of the menu. The dessert may be used to meet the nutrition standards.

1. The <u>HOT MEAL</u> shall be provided by the congregate meal services provider in accordance with the specified serving days and times and cuisine type as outlined in the **Nutrition Site Location and Information list (Attachment #3)**, unless otherwise specified. A separate unit rate price for General, Southern, and Hispanic Cuisines shall be part of the proposal.

- 2. The <u>BOX LUNCH MEAL</u> shall be provided by the congregate meal services provider as a substitute to or in addition to the hot meals, as requested. All food items must be individually wrapped or packaged to prevent leakage and to maintain freshness. All items must be placed in a box which can be securely closed and must include wrapped napkin, fork, and straw(s). The unit price for BOX LUNCH MEALS shall be the same as the unit price for HOT MEALS.
- 3. The <u>SPECIAL EVENT BOX LUNCH MEAL</u> shall be provided by the congregate meal services provider for special citywide events such as Senior Fest. The unit rate for the box lunches must include the following for the citywide special events:

on-site refrigeration for the meals delivered for each day of the event, adequate staff who will remain at the site to unload the meals throughout the serving time. The SPECIAL EVENT BOX LUNCH MEAL may also include an additional beverage. A separate unit rate price for BOX LUNCHES for SPECIAL EVENTS shall be part of the proposal.

- 4. <u>SPECIAL HOLIDAY & CELEBRATION (HOT MEALS)</u> shall be provided by the congregate meal services provider six (6) or more times a year (or as directed by DFSS) for special holidays and/or celebrations (such as Valentine's Day, Older Americans Month, Independence Day, Halloween, Christmas, and Thanksgiving). The Special Meals served may include an additional meal component (such as an appetizer or special beverage or special dessert). A separate unit price for Special Holiday Meals shall be part of the proposal.
- 5. <u>BREAKFAST MEALS</u> shall be provided by the congregate meal services provider as indicated on the Nutrition Site Location and Information list. A separate price per BREAKFAST MEAL shall be part of the proposal.
- 6. PRE-PORTIONED & PRE-PACKAGED MEALS are meals that are prepared in bulk and blast chilled and then portioned into individual oven and microwave safe containers and then individually heat sealed with sealing equipment. Cold items such as salads and desserts are also portioned into individual disposable containers. These meals are held in refrigeration until delivery and then loaded into pre-programmed Vapor ovens which are used to heat these entrees to 160 degrees temperature. All meals are completely sealed and fully cooked.

#### **B.** Other Goods Required

The congregate meal services provider will be responsible for supplying the following non-food items which must be included in each Meal Unit.

#### 1. Disposable Supplies

The UNIT PRICE PER MEAL must include the following **heavy-duty** disposable supplies per meal unit, provided in a sealed sani-pack:

#### **FLATWARE**

1 spoon

- 1 soup spoon (as required by daily menu)
- 1 knife
- 1 fork
- 1 dinner-size napkin

The UNIT PRICE PER MEAL also must include one of each

**heavy-duty** disposable items listed below, as dictated by the daily menu and the site's order.

- 1 three section compartmentalized nine inch plate (bulk meal service)\*
- 1 six inch plate\*
- 1 six ounce dessert bowl\*
- 1 eight ounce cup for hot beverage\*
- 1 ten or twelve ounce bowl (as required by the menu for tossed salad and soup)\*
- 1 individual package of sugar or, as ordered by each site
- 1 individual package of sugar substitute or, as ordered by each site
- 1 individual package of salt and pepper or, as ordered by each site
- 1 individual package of low fat coffee creamer or, as ordered by each site
- 1 half pint carton of skim, 1%, or 2% milk or, any combination thereof as ordered by the site. (One additional milk will be provided for each order for temperature taking).
- 1 tea bag as ordered by the site
- Condiments (amount per meal as detailed in the Meal Serving Guide).
- \*This item must be recycled or requires a minimum of 50% recycled content and 20% post-consumer waste.

Appropriate quantities of disposable supplies per meal must be included in each day's meal service and as specified by the meal serving guide which is approved by DFSS. For example, soup and salad served on a given day's menu would require two, not just one ten ounce bowl.

The performance quality of the disposable items bids shall be subject to approval upon examination of representative samples submitted to DFSS.

Non-disposable serving ware (plates and eating utensils) may be used by on site meal providers in lieu of the disposable supplies

#### 2. Cleaning Products

- GARBAGE BAGS: 20"X10" 40", 3 mil-thick, with ties one per site per day, and one additional for every twenty meals ordered that day.
  - DISH DETERGENT: One gallon containers, as needed/ordered by site.
  - VINEGAR: One gallon containers, as needed/ordered by site.

# C. Food Service Equipment Required

The catered meal services provider shall provide the following equipment for use at each nutrition site. On site meal providers are <u>not</u> required to provide steam tables or steam pans if they are serving the food immediately upon preparation. All equipment

and supplies may be examined by and be subject to approval by DFSS. Respondents may propose alternative Food Service Equipment in addition to the specified Food Service Equipment, if it is described completely and the proposal includes an extensive explanation for the use of the alternate. Alternate equipment may not be deemed acceptable.

- STEAM TABLES: Minimum of two portable electric steam tables for each nutrition site; 12" x 20" openings for bulk meal service.
- STEAM TABLE PANS: Pan with tight fitting lids sufficient enough to maintain hot food for bulk meal service. Nutrition site staff will rinse food pans prior to returning to the catered meal provider. Pans must meet the temperatures in this specification.
- COFFEE MAKING EQUIPMENT: One fifty-cup standard pot for small regional sites; one hundred-cup pot for larger regional sites; and a supply of various coffee pots with the capacity to serve the average meal count at each site, available upon request.

# D. Season Cycle Menus

There are typically four seasonal cycle menus per calendar year (Winter, Spring, Summer and Fall). Each cycle menus consists of one month of daily menus (for up to seven days per week) which is repeated three times (other menu cycles may also be approved by DFSS). The congregate meal services providers must forward the draft menus to DFSS Nutrition Program staff no later than 30 days before the beginning of the next cycle. The menus are reviewed and approved by a registered dietician and made available for distribution to the nutrition sites.

The congregate meal services provider must then prepare each meal in accordance with the approved menus. The Cycle Menus must be prepared in accordance with the Menu Planning Standards Meals and the Food Specifications for Cycle Menus (See Attachment #4) as provided by DFSS. A sample menu following the meal pattern is in Attachment #5, DFSS may require the menus to include the calories, fat, and sodium content or other nutritional information as requested by DFSS.

# E. Meal Serving Guide & Food Handling Guide

A meal serving guide must be prepared by the congregate meal services provider (as specified by DFSS) and submitted to the Director of Nutrition Programs prior to the start of each approved Cycle Menu. For the pre-portioned and prepackaged foods, a food handling guide must be provided for each nutrition site at the beginning of the fiscal year in which the contract is awarded.

### F. Meal Orders & Meal Authorizations

The Meal Orders for each site within a Region will be submitted to the catered meal services provider on Tuesday of each week for the following week of service. Meal orders specify the exact number and type of Meal Units which will be required.

The Meal Authorizations will be submitted to the on site congregate meal providers on

Tuesday of each week for the following week of service. The number of meals prepared by the onsite agency must not exceed the number of meals authorized unless approved by the Nutrition Program Staff.

DFSS requires that occasional changes to the weekly meal orders or menus (i.e. food substitutions) may be made by DFSS if before twelve o'clock noon in accordance with the time schedule for notification below. If the time schedule is adhered to, there will be no additional cost for the change.

Additionally, meals may have to be redirected to a site in close proximity due to unexpected circumstances. There will be no additional cost for the meals being redirected to another site as long as the notification is made prior to the meals being delivered to the site.

Meal Type	Changes can be made
HOT MEAL	By noon of the preceding delivery service.
SPECIAL HOLIDAY MEALS	Minimum of 72 hours' notice preceding
	delivery service
PRE-PORTIONED/PREPACKAGED	Minimum of 72 hours' notice preceding
	delivery service
SPECIAL EVENTS BOX LUNCH	Minimum of 72 hours' notice preceding
MEAL	delivery service
BOX LUNCHES	Minimum of 48 hours' notice preceding
	delivery service.
BREAKFAST MEALS	By noon the day preceding delivery service

Some nutrition sites may be closed on other days as specified by DFSS with a one day notification to the catered meal services provider of the closing.

# **G.** Days of Operation

All nutrition sites will be closed on the following days:

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

#### IV. SERVICE DELIVERY

# H. Meal Packaging & Delivery Equipment for Catered Meal Providers

All food containers must be designed to prevent seeping, spilling, dripping, and leaking, and the containers must conform to following specifications:

- All entrees except stews and casserole types must be delivered in 2" deep stainless steel pans. There shall only be one layer of individual entree; such as chicken, stuffed pepper or breaded patties. The 4" - 6" deep pan shall not be used for these types of entrees.
- Bulk food except entrees as noted above, must be delivered in stainless steel food containers suitable for steam tables and able to fit into 12"x20" portable steam table openings. Each steam table pan used for hot food must be covered with a proper fitting stainless steel cover.

- All bulk hot food delivered to sites must be first covered with a plastic film wrap followed by foil and lid, then placed into food carriers at the agency's commissary.
- Cold food must be packed in tightly sealed plastic or other appropriate food containers designed to prevent spillage, seepage and leakage. Cold bulk food items, such as puddings, fruits, etc., will be accepted in their original container.
- Milk carriers used to deliver the half-pint cartons of milk shall be of sufficient size and strength and be able to hold the contents securely without crushing during normal handling.
- HOT FOOD CARRIERS: Bulk carrier for food service, insulated and sealed to effectively minimize temperature loss, prevent leakage and spilling for pre-plated meal service, quality equivalent to or better than the Cambro brand.
- COLD FOOD CARRIERS: Bulk carrier for food service, insulated to minimize temperature loss, quality equivalent to or better than the Cambro brand.
- ICE PACKS: Ice packs may need to be used in all cold carriers depending on the type of equipment used to carry food.

# I .Delivery Specification & Food Service Staff for Catering Meal Providers

#### 1. Food Delivery:

All deliveries must be made no earlier than two hours and no later than one hour prior to serving time, unless otherwise approved by DFSS. Deliveries must be made into the site's kitchen and/or dining areas and may not be left in adjacent hallways, entryways, or outside the building. Hot food must be delivered hot (no less than 140EF) and cold foods must be delivered cold (no more than 40EF) as required by the Chicago Department of Health. The catered meal services provider must use appropriate hot or cold food carriers and other related equipment as specified.

The catered meals provider must be responsible for placing the hot food into preheated electric steam tables at the site and the cold food in or adjacent to the refrigerators at the sites in a ready-to-serve condition. Some hot or cold food carriers may be required to remain at designated sites until after meal service.

If staff of the DFSS notifies the catered meal provider, upon delivery, of any shortages and/or poorly prepared meals or portions of meals, the agency shall replace all necessary items within one-half hour of serving time. The catered meal provider must provide an emergency back-up plan in case of delivery breakdown or other circumstances beyond the control of the City or agency (i.e., extreme weather conditions).

#### 2. Food Service Staff:

The caterer will be responsible for providing staff to operate the nutrition sites. This includes recruiting, training and monitoring staff. The respondent will work closely with the DFSS Nutrition Supervisors to ensure proper coordination of the workers' activities as they relate to the Congregate Dining Program.

The caterer will be responsible for the daily operation of the nutrition site which includes, but not limited to the following:

- Hiring and training of permanent Food Service staff to perform assigned duties and responsibilities as detailed in this RFP.
- Ensuring that all the staff hired possesses a current Food Service Manager Certificate from the city of Chicago.
- Ensuring appropriate staff coverage at all nutrition sites during hours of operation;
- Coordinating the direct supervision of the workers for each site;
- Coordinating with DFSS Nutrition Supervisors to address issues at the site (e.g. incident reports, job performance). DFSS Nutrition Supervisors will report all issues to Respondent relating to work performance (e.g. following program policies and procedures) or other incidents observed at the site.
- Monitoring the site and intervening on any displays of inappropriate behavior
- Completing, approving, and authorizing timesheets for workers.
- Submitting required reports to DFSS to include current staffing assignments for each nutrition site.

The Food Service workers will be responsible for the food service and all related paperwork at the nutrition sites to include but not limited to:

- greeting and welcoming all seniors attending the site;
- assisting in the registration of all new participants;
- maintaining daily attendance records of seniors participating in program;
- collecting client contributions and obtaining weekly money order;
- verifying and accepting food deliveries;
- taking and documenting food temperatures;
- maintaining clean kitchen and dining areas;
- prepping food (as necessary) and setting up for meal service;
- serving meals to participants in accordance with DFSS meal serving specifications;
- reporting and documenting food service problems to DFSS staff;
- cleaning and sanitizing after meal service (delivery pans, counters, tables);
- preparing weekly meal orders and adjusting meal orders daily as needed within the appropriate timeframes;
- completing daily and weekly site reports related to the program using DFSS approved forms and submitting to DFSS Nutrition Supervisors;
- maintaining inventory of site supplies;
- assisting seniors in providing information on programs and services offered by DFSS;
- reporting thefts, accidents or other incidents at the site;
- training any site volunteers;

# J. Program Requirements for On-Site Meal Services Providers

Respondents intending on providing on site meal services must complete the <u>Application for Program support</u> and the <u>Program Accessibility Self-Evaluation</u> (See Attachments #6a & 6b). Existing on site meal providers are not required to complete the Program Accessibility Self-Evaluation.

# 1. Program Eligibility

On site meal service providers must serve the following individuals:

- individuals 60 years of age or older.
- their spouses under 60.
- individuals with disabilities who reside at home and
- accompany the eligible participant.
- individuals with disabilities who are under 60, and live in the housing facility where a nutrition site is located. Participants with disabilities under 60 can participate only in the building where they live.

If special interest groups, such as churches, social organizations, homes for the elderly, senior housing developments, etc are operating a congregate program, participation may not be limited to their own membership or otherwise show preferential treatment for such membership.

#### 2. Outreach

The on-site meal services provider must develop and implement procedures to inform older persons about the program and to attract them to the service. This must be done on at least a quarterly basis. Procedures should include, but are not limited to, news releases, hosting special events, and distributing posters and brochures to community locations.

#### 3. Socialization

Congregate nutrition programs shall provide opportunities to socialize through the site's program activities on a daily basis. Activities may include, but are not limited to: field trips, bingo games, card games, crafts, reading or discussion groups, inter-generational programming, etc.

If the provider is operating a restaurant program, efforts must be made to encourage participant interaction. Sample activities may include, but are not limited to, scheduling designated days or hours at the site for activities or hosting speakers or activities in a separate room at the site, if feasible.

#### 4. Emergency Plan

The on-site meal provider must develop an emergency service plan for maintaining services and for maintaining clients' well-being during weather-related and environmental emergency situations.

# 5. Collection of Voluntary Contributions

Federal funding of Title III mandates clients have the opportunity to voluntarily contribute to the cost of their meal. The on-site Congregate meal provider must provide each eligible participant with an opportunity to make a voluntary and confidential donation to the cost of the meal. Each eligible participant must be made aware that meals will be provided regardless of ability or willingness to make a donation.

The on-site meal provider must develop specific written procedures for collection, handling, and counting cash donations. Congregate contributions must be kept in a secure location. The on-site meal provider must provide a locked box for participant

contributions at each site and assume responsibility for the safekeeping of the daily cash contributions as collected from the program participants.

The delegate agency that is selected to provide meals as an on site agency will ensure that the voluntary client contributions are submitted to the city by Monday for the previous weeks collections.

# 6. Reports

The on-site meal provider will provide daily, weekly and monthly reports as specified by DFSS to include (but not limited to), meals served, clients served and contributions collected.

#### 7. Food Service Staff

Staff responsible for the food service which includes preparing, serving, cleaning, and all related program paperwork and reports may be paid using funds from this anticipated contract. Hospitality Workers charged to this program, if any, will be reimbursed at the unit rate of \$7.75 an hour (or \$620.00 a month). An hour of work time in the Congregate Nutrition program for the agency's employees will be defined as one unit of service. Employees reimbursed by DFSS will work and be paid for not more than **80** hours of work per month.

# V. Additional Information & Requirements

# A. Requirement & Standards for Quality Control

The congregate meal services provider shall be required to use: **(1)** A cook-serve food system, which minimizes food holding time; or **(2)** a cook-chill food system; or **(3)** any production system that includes prepared food storage. If questions arise regarding the safety of a food item, or the nutritional content or ingredients of a food item, DFSS shall require the agency to have that food item analyzed at an independent licensed laboratory, at the delegate agency's expense, and in a timely manner.

If either the cook-chill-heat, or any production system that includes prepared food storage is involved, a minimum of three (3) samples (maybe more upon request of DFSS and if warranted) shall be submitted to a qualified independent laboratory for pathogenic organism analysis (total plate count, Cominform, e coli, staph aureus (coag +), shigella, salmonella and listeria) every *three (3) months*, or as specified by DFSS. This shall be required by the agency, at the agency's expense. If the congregate meal provider purchases commercially frozen meals from an approved vendor, the congregate meal provider must also secure all reports listed above from the vendor.

The congregate meal services provider must have and utilize clearly written sanitation, safety and monitoring policies and procedures relative to the premises, and the handling, processing, packaging and sorting and delivery of food. As a designated congregate meal services provider, the awardee will be required to adhere to all standards and procedures as outlined by the City of Chicago's Department of Family and Support Services, the Chicago Department of Public Health and the Illinois Department on Aging.

The City of Chicago, as well as the State and Federal Program Authorities, shall have the right to randomly inspect the premises of the delegate agency, the quality of food, related supplies, and compliance with OSHA regulations during the contract term. Such inspections will be made without prior notice by authorized staff of the Chicago Department of Public Health, The Chicago Department of Family and Support Services, and/or the State and Federal Program Authorities.

# B. Invoices & Record Keeping

# 1. Record Keeping and Invoices - Catered Meals Provider

The agency will be required to maintain daily and weekly receipts of the meals delivered, and to submit weekly summary invoices to DFSS.

# a. Daily Delivery Receipts:

At each location, the contractor's representative must present for signature an itemized receipt for the food and supplies delivered.

# b. Weekly Summary Invoice:

Each week, the agency shall submit a Weekly Summary Invoice to the DFSS Nutrition Program. The invoice will summarize the week's services, by providing:

- Total Number of Meals Delivered and Accepted During the Period Being Billed
- Back up Listing of Each Site's Total Meals
- Total Days on Which Deliveries Were Made During the Billing Period
- Total Cost of All Meals at the Contracted Rate.
- Delivery Receipts for the Period Being Billed.

# 2. Record Keeping and Invoices for On-site Meal Providers

On site congregate meal service providers will be responsible for completing daily program reports and keeping track of attendance data. Invoices must be submitted by the 5<sup>th</sup> day of the month and must include the following:

- Billing Form for Golden Diners Program
- Salary Certifications: (Only for contracts with Personnel Reimbursements)
- Copy of the Weekly Meal Order Authorization Letter
- Copy of the Summary Page Report

#### **C. Personnel Requirements**

The congregate meals provider must identify each of the following personnel and provide their resumes:

- Project Coordinator that will administer all aspects of the program and ensure that the program standards are followed.
- Dietician (catered meal providers)

# D. Meetings

Quarterly meetings (or as designated by DFSS) will be held with the congregate meal services provider to discuss program operations and progress. Attendance is mandatory and is not subject to reimbursement.

#### E. Technology Requirements

The Respondent must have a PC/laptop with a valid email account to which

communication receiving and sending is appropriate. The Respondent must also have a working fax machine to be able to receive and send faxes.

The successful Respondents will be expected to interface with the City of Chicago's Enterprise Case Management System - Client Activity Management System (ECM-CAMS). Requirements for operating this system are detailed below:

Desktop computers must at minimum have internet access - dial up is acceptable but high-speed/broadband is preferable, Window XP Professional (Service Pack 2) or higher, Internet Explorer v.7 or higher (no Netscape), a graphics card that can support 1024x768. Security specs must include: a) automatic operating system upgrades, b) firewall protection, c) automatic virus upgrades and d) anti-spy-ware software; at this time there are no laptop specs but this may change.

The Respondent will need to identify at least one staff person that will be trained to work with the City of Chicago, DFSS ECM System or other required computer system or program.

# VI. Evaluation and Selection Procedures

#### A. Evaluation Process

An evaluation committee selected by DFSS will evaluate and rate all proposals based on the evaluation criteria outlined below. Each proposal will be evaluated on the strengths of the proposal and the responsiveness to the selection criteria outlined below. DFSS reserves the right to consult with other city departments or public or private funders during the evaluation process. Selected Respondent <u>must be ready to proceed</u> with proposed program at the time of contracting.

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

#### B. General Selection Criteria

The Proposals will be evaluated on the respondent's ability to provide Congregate Meal Services as defined in this RFP and on the submission and completion of all requested documentation as defined. The Minimum threshold criteria will consist of:

- The proposal meets or is consistent with the Scope of Services described in this RFP.
- The respondent has demonstrated administrative capacity to operate and/or manage the proposed program.
- The respondent has demonstrated programmatic capacity to operate and/or manage the proposed program.
- The respondent is not delinquent on any taxes.
- Proposal review does not reveal any serious issues that would raise concerns about the ability of the agency to fulfill contract requirements.

 The respondent has no past, current or anticipated legal judgments resulting from any contract matters.

# C. Additional Evaluation Criteria

The evaluation process will focus on the following additional evaluation criteria: The suggestions in parentheses are the minimum information required to be submitted.

# 1. Respondent's Qualifications and Experience

Demonstrated by the extent to which the respondent shows a successful history of providing the services as outlined in this RFP (3 business letters of references with contact information) for similar or relevant work; the extent to which the respondent's staff has the qualifications and knowledge to perform the services (staff resumes, licenses, training certificates); the respondent's demonstrates fiscal and administrative abilities to ensure effective service delivery; sound fiscal management regarding record keeping and invoicing; adequate management, supervision and infrastructure; and the respondent's familiarity with federally funded program reporting and regulations.

2. Services Proposed and Prices per Meal Unit by Solicited Areas Applied For Demonstrated by the extent and appropriateness to which the proposed activities effectively address the requirements and procedures set forth in the RFP (narrative explanation of proposed services); the extent to which the proposed activities address the program objectives and the characteristic needs of the client population; the applicant demonstrates appropriate expertise in necessary services; and the degree to which the staffing plan is adequate (monitoring plan and documented performance history).

# 3. Quality Control

Demonstrated by the extent to which the proposed food preparation facility meets the health and safety regulations noted in this RFP; the successful implementation of the respondent's proposed sanitation, safety, ability to address food service problems and complaints, training, staffing of the applicant and for program, and monitoring policies and procedures (copies of written policies and procedures, current inspection certificates with any positive or negative citations issued).

### 4. Physical Capability to Perform

Demonstrated by the condition and quality of the food, the food preparation facility, the delivery vehicles, the catering equipment and supplies specified herein, the storage facilities, and the meal packaging materials. Respondent may be subject to a site inspection by DFSS staff or the review committee.

# **Proposed Emergency or Back-up Plan**

Demonstrated by the degree of comprehensive responsiveness to circumstances within the respondent's control as well as to circumstances beyond its control, such as weather emergencies, employee absence, power failure, equipment or delivery truck break downs. The on site meal providers must have an emergency plan for maintaining services and for maintaining clients' well-being during weather-related and environmental emergency situations. (copies of emergency plans)

# 6. Fiscal Stability

The extent to which the respondent's proposal demonstrates fiscal and administrative capability to ensure effective service delivery and sound fiscal management. For example, sufficient financial resources and expertise to manage start-up expenses, sustaining payment delays, overcoming poor fiscal management decisions (submit the most current audited financial statement or annual report, a budget, a list of tentative sources, a buying plan and any other relevant documentation).

# VII. Legal and Submittal Requirements

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

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

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

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

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

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

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

Any Respondent having any recent, current or <u>potential</u> 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. Funding Authority

This initiative is administered by the Department of Family and Support Services through the Older American's Act Title III-C funding received from the State of Illinois Department of Aging and the U.S. Administration on Aging. Consequently, all guidelines and requirements of the Department of Family and Support Services, the City of Chicago, the State of Illinois and the U.S. Administration on Aging, Department of Health and Human Services Administration for Community Living must be met. Additionally all delegate agencies must comply with the Single Audit Act if applicable.

#### **D. Insurance Requirements**

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

# E. Indemnity

The successful Respondent will be required to indemnify City of Chicago for any losses or damages arising from the delivery of services under the grant agreement that will be awarded. The City may require the successful Respondent to provide assurances of performance, including, but not limited to, performance bonds or letters of credit on which the City may draw in the event of default or other loss incurred by the City by reason of the Respondent's delivery or non-delivery of services under the grant agreement.

#### F. False Statements

#### 1-21-010 False Statements

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

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

ii. 1-21-020 Aiding and Abetting.

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

- iii. 1-21-030 Enforcement.
- In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)
- **G. Compliance with Laws, Statutes, Ordinances and Executive Orders**Grant awards will not be final until the City and the respondent have fully negotiated and executed a grant agreement. All payments under grant agreements are subject to annual appropriation and availability of funds. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the respondent in anticipation of a grant agreement. As a condition of a grant award, respondents must comply with the following and with each provision of the grant agreement:
  - 1. Conflict of Interest Clause: No member of the governing body of the City of Chicago or other unit of government and no other officer, employee, or agent of the City of Chicago or other government unit who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interest, direct or indirect, in the grant agreement.

The respondent covenants that he/she presently has no interest, and shall not acquire any interest, direct, or indirect, in the project to which the grant agreement pertains which would conflict in any manner or degree with the performance of his/her work hereunder. The respondent further covenants that in the performance of the grant agreement no person having any such interest shall be employed.

- 2. Governmental Ethics Ordinance, Chapter 2-156: All respondents agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 which includes the following provisions: a) a representation by the respondent that he/she has not procured the grant agreement in violation of this order; and b) a provision that any grant agreement which the respondent has negotiated, entered into, or performed in violation of any of the provisions of this Ordinance shall be voidable by the City.
- 3. Selected respondents shall establish procedures and policies to promote a Drug-free Workplace. The selected respondent shall notify employees of its policy for maintaining a drug-free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. The selected respondent shall notify the City if any of its employees are convicted of a criminal offense in the workplace no later than ten days after such conviction.
- 4. Business Relationships with Elected Officials Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, as amended (the "**Municipal Code**") it is illegal for any elected official of the City, or any person acting at the direction of

such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to the grant agreement shall be grounds for termination of the grant agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse or domestic partner, or of any entity in which an official or his or her spouse or domestic partner has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse or domestic partner with an entity when such spouse or domestic partner has no discretion concerning or input relating to the relationship between that entity and the City.

- 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 grant agreement 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 Other Contract, 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.