REQUEST FOR PROPOSALS (RFP) FOR LEGAL ASSISTANCE AND ADVOCACY SERVICES

ISSUED BY:
CITY OF CHICAGO DEPARTMENT OF FAMILY AND SUPPORT SERVICES
SENIOR SERVICES/AREA AGENCY ON AGING
AUGUST 1, 2017

All proposals shall be submitted via the Cyber Grants system to:

Barbara Brun
Project Manager
Department of Family and Support Services
1615 W. Chicago Ave, 3rd Floor West
Chicago, Illinois 60622

The application can be accessed at:

http://www.cybergrants.com/pls/cybergrants/ao_login.login?x_gm_id=5130&x_proposal_type_id=46340

RESPONSES MUST BE RECEIVED NO LATER THAN
August 22, 2017
AT 12:00 NOON CST

RAHM EMANUEL
MAYOR

LISA MORRISON BUTLER
COMMISSIONER

1
# Table of Contents

Section 1 - Purpose of RFP .................................................................................................................. 3

A. Legal Assistance and Advocacy Services .................................................................................. 3

B. Background ................................................................................................................................... 3

C. Anticipated Term of Contract and Funding Source ............................................................... 4

D. Eligible Respondents .................................................................................................................. 4

E. DFSS’ Strategic Framework: Outcomes-Based Decision Making .......................................... 5

Section 2 - RFP and Submission Information .................................................................................. 5

A. Pre-Proposal Webinar ................................................................................................................ 5

B. Contact Person Information ..................................................................................................... 6

C. Timeline ....................................................................................................................................... 6

Section 3 - Scope of Services .......................................................................................................... 6

A. Program Scope .......................................................................................................................... 6

B. Performance Goals .................................................................................................................. 9

C. DFSS Client Data and Performance Reporting Requirements .............................................. 9

Section 4 - Evaluation and Selection Procedures ........................................................................... 9

A. Evaluation Process .................................................................................................................... 9

B. General Selection Criteria ......................................................................................................... 9

Section 5 - Legal and Submittal Requirements .............................................................................. 11

A. City of Chicago Economic Disclosure Statement (EDS) ....................................................... 11

B. Disclosure of Litigation and Economic Issues ....................................................................... 11

C. Grant Agreement Obligations .................................................................................................... 12

D. Funding Authority ..................................................................................................................... 12

E. Insurance Requirements ............................................................................................................ 12

F. Indemnity ...................................................................................................................................... 14

G. False Statements ....................................................................................................................... 14

H. Compliance with Laws, Statutes, Ordinances and Executive Orders ...................................... 15
Section 1 - Purpose of RFP

A. Legal Assistance and Advocacy Services
The Department of Family and Support Services (DFSS) is seeking proposals from qualified Respondents for the provision of Legal Assistance and Advocacy for Older Adults residing in the city of Chicago. Funds are available from the Older Americans Act and the Illinois Department on Aging (IDoA) to provide Legal Assistance and Advocacy to older adults. The awarded respondent will be required to provide advocacy and assistance, including housing advocacy and assistance to clients through the provider agency’s office, by phone, or in person.

B. Background
As the City of Chicago’s primary social services provider and administrator, the Department of Family and Support Services (DFSS) manages a comprehensive, client-oriented human service delivery system that employs a holistic approach to improving the quality of life for our most vulnerable residents. DFSS administers resources and provides assistance and support to a network of over 350 community-based organizations in order to promote the independence and well-being of individuals, support families, and strengthen Chicago neighborhoods. The DFSS mission is:

Working with community partners, we connect Chicago residents and families to resources that build stability, support their well-being, and empower them to thrive.

DFSS’ priorities are to:
• Deliver and support high quality, innovative, and comprehensive services that empower clients to thrive
• Collaborate with community partners, sister agencies, and public officials on programs and policies that improve Chicagoans’ lives and advance systemic change
• Inform the public of resources available to them through DFSS and its community partners
• Steward DFSS’ resources responsibly and effectively

DFSS is Chicago’s Area Agency on Aging. As such it provides various services that include: regional and satellite senior centers offering educational, recreational, fitness, and social activities; Information and Assistance; Benefits Eligibility Check-up; Home Delivered Meals and Congregate Dining; Legal Assistance; Housing Advocacy; Senior Employment and Volunteer Program; Long Term Care Ombudsmen, Intensive Case Advocacy, Caregiver Support, and assistance for Grandparents’ Raising Grandchildren.

Through the Older Americans Act and other funding sources through the Illinois Department on Aging (IDoA), assistance is provided to seniors over the age of 60, to help with legal advice, housing counselling, legal information, legal rights education, legal representation (by an attorney at law, trained paralegal, and/or law student), and client advocacy to older adults seeking assistance with non-fee generating cases. Invoices are to be based on hourly rates as determined in the proposal.
In accordance with the Older Americans Act of 1965 and associated regulations, the Department of Family and Support Services, Senior Services Division (DFSS/SS) is designated by the Illinois Department on Aging as the Area Agency on Aging for the city of Chicago. DFSS/SS is responsible for administering federal and state-funded programs and services for individuals age 60 and older in the city of Chicago.

For further information about these and the other opportunities offered through the Department of Family and Support Services, please visit the DFSS website: www.cityofchicago.org/fss

C. Anticipated Term of Contract and Funding Source

The term of contract(s) executed under this RFP will be from September 1, 2017 – September 30, 2020. Based on need, availability of funds and contractor performance, DFSS may extend this term for up to two additional years with each extension not to exceed one year. One or more delegate agency agreement awards will be made for a three year period for a total amount that is not expected to exceed $115,488 each year for all contracts. The first budget year (September 1, 2017 through Sept 30, 2018 $85,549 will be available). This contract will operate on a reimbursement basis only. No advances will be given.

This initiative is administered by the Department of Family and Support Services through Older American Act funds. Consequently, all guidelines and requirements of the Department of Family and Support Services and the Older Americans Act must be met.

Should a 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.

D. Eligible Respondents

This is a competitive process open to all entities: non-profit, for-profit, faith-based, private and public that:

- Demonstrate experience serving older Americans
- Demonstrate experience and existing, appropriately qualified staff in providing legal services
- Demonstrate leveraged resources of at least 15% of total program costs will be preferred over other proposals of equal qualifications.
- Administrative costs will be capped at 10% of total program costs.

Individual agencies or subcontractors to lead agencies must be able to demonstrate a minimum 10 percent in-kind match to be used to support educational and enrichment activities. Administrative costs will be capped at 10 percent per application.

Respondents who are current DFSS delegates whose existing contract(s) with DFSS are not in good standing will not be considered. Agencies not eligible include those that have had a City contract terminated for default; are currently debarred and/or have been issued a final determination by a City, State or Federal agency for performance of a criminal act, abridgement of human rights or illegal/fraudulent practices.
Funding is subject to the availability and appropriation of funds. In addition, Respondents should be aware that the City will make payments for services on a reimbursement basis. Payment will be made 30 days after voucher approval. Respondents must be able to proceed with program operations upon award notification.

E. DFSS’ Strategic Framework: Outcomes-Based Decision Making
DFSS’ Strategic Framework guides how the department measures, reports on, and reviews its priorities and outcome goals, and uses them to drive contracting, decision-making and greater collaboration. This outcome-oriented approach moves beyond measuring how many people receive services, to focus on how Chicagoans leave better off after receiving services. The goal of this initiative is not to reduce funding. Moving towards outcomes represents a way for DFSS to make more targeted decisions.

For respondents and contractors this will mean:
- DFSS will identify outcome measures that are either already being tracked or are feasible to implement, and reflect the outcomes that we are striving to achieve.
- DFSS will add language in its contracts to achieve these objectives.
- DFSS will provide technical assistance for any new tracking or reporting requirements to ensure our delegate agencies and staff have the support they need to succeed.

Using data and outcomes to guide decision-making and investments is a shift happening in human and social services nationally. Moving to a more outcome-oriented approach will benefit the Chicagoans served by these crucial programs. DFSS is proud to be at the forefront of this shift, building on best practices and lessons learned from around the country.

For more information on the DFSS strategic framework, visit www.cityofchicago.org/fss.

Section 2 - RFP and Submission Information

The due date for submission of proposals is:

August 22, 2017, 12:00 Noon

Respondents are required to submit an application for the request for proposal via our Cyber Grants system. Cyber Grants can be accessed via a link on the DFSS website where you downloaded this RPF or by going to this address:

http://www.cybergrants.com/pls/cybergrants/ao_login.login?x_gm_id=5130&x_proposal_type_id=46340

A. Pre-Proposal Webinar
A Pre-Proposal Webinar will be held on August 4, 2017, 10:30 a.m. – 11:30 a.m. Attendance is not mandatory but is advised.

Please register prior to the webinar’s start using this link:
https://attendee.gotowebinar.com/register/577488685744340482
A link to the completed Webinar will be available on-line at the DFSS website after the time and date listed above for those who cannot attend at the live scheduled time. Please register prior to the Webinar’s start.

B. Contact Person Information
Respondents are strongly encouraged to submit all questions and comments related to the RFP via email.

For answers to program-related questions please contact:
- Barbara Brun (312) 744-9393, Barbara.Brun@cityofchicago.org

All other questions regarding the administrative aspects of this RFP may be directed to:
- Julia Talbot: 312-743-1679. Julia.Talbot@cityofchicago.org

C. Timeline

<table>
<thead>
<tr>
<th>Proposal Release Date:</th>
<th>August 1, 2017</th>
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<tbody>
<tr>
<td>Pre-Proposal Webinar:</td>
<td>August 4, 2017 10:30-11:30 a.m.</td>
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<tr>
<td>Application Due:</td>
<td>August 22, 2017, 12:00 Noon</td>
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<td>Successful Applicants Notified:</td>
<td>August 29, 2017</td>
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<td>Program Year Begins:</td>
<td>September 1, 2017</td>
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Section 3 - Scope of Services

A. Program Scope
The purpose of the Legal Assistance and Advocacy Services program is to provide advocacy and counsel by paralegals and attorneys at law to persons age 60 and older; particularly those who are socially or economically needy, through advocacy, advice and representation, in order to protect their dignity, rights, autonomy, and access appropriate housing options.

TARGET POPULATIONS:
- Individuals 60 years of age or older with greatest economic or social needs;
- Isolated older individuals; or
- Older individuals with severe disabilities

i. Program Activities
Legal Assistance services are provided through contract agreement with Legal Assistance Clinics, private attorneys, non-profit legal assistance agencies and organizations, private bar associations including pro bono or reduced fee panels.

Legal Assistance activities include:
- intake, interview and clarification of legal questions;
- advocacy and action plan development;
- providing legal advice and counseling on housing options;
- maintaining a resource database for affordable housing;
- providing simple explanations and assistance in filling out applications for housing; and
- representation in court and in hearings.
Contracted Provider agency shall:

1. Accept all clients referred through Senior Services intake system
2. Maintain record of types of services requested and report to Senior Services monthly on the 5th of the month
3. Compile client information required for the National Aging Program Information Software
4. Provide Senior Services a report of services provided in prior month by the 5th of subsequent month.
5. Provide legal services in one or more priority areas identified -- Public Entitlements, Health Care/Long Term Care, and Housing/Utilities
6. Coordinate with Aging Network Providers to provide additional information.

Respondent shall comply with all of the following:

1. The Contractor shall comply with monthly reporting and billing standards
2. The Contractor shall comply with Contribution policies related to legal assistance services as per the Older Americans Act
3. Legal Assistance services shall be provided by personnel with appropriate qualifications.
4. The Contractor shall provide adequate supervision and evaluation of all personnel
5. Services shall be easily accessible to targeted client population and accommodate personnel and client needs for privacy.
6. The Contractor will design written procedures to report percentage of outcome goals reached for cases every month. This is to be reported to Senior Services on the 5th of each month

ii. Service Eligibility
The Contractor shall prioritize clients to receive service within the target populations noted above. Within these groups, priority consideration shall be given to those older individuals who are especially vulnerable:

- Cases referred by Senior Services management
- Cases referred by the Long Term Care Ombudsman
- Older individuals facing eviction
- Older individuals with mild cognitive impairment
- Cases referred by Adult Protective Services

iii. Legal Services and Advocacy Documentation Requirements
The Contractor shall comply with the following documentation requirements:

1. Meet all reporting requirements of Senior Services Area Agency on Aging.
2. Provide service documentation including:

   - A record of all requests for service, including type of assistance requested, with client identification redacted.
   - A record of all service provided, including required NAPIS information, and type of legal assistance provided, with identification redacted

iv. Unit of Service
One unit of service is one hour of service to or on behalf of an individual. This may include
case preparation time, client counseling, travel time, making presentations as requested by Senior Services.

Units of service for group presentations are to be recorded by dividing the time spent by the presenter by the number of active participants. Historically, a range of 600-900 referred clients result in about 1400 units of service.

v. Staff Qualifications and Requirements
The staffing pattern must include appropriate management and supervisory staff, attorneys licensed to practice law in the State of Illinois, paralegals working under the supervision of attorneys, or law students from accredited law schools, licensed pursuant to Supreme Court Rule 711. Staff can include volunteers and pro-bono attorneys/paralegals.

The delegate agency must make every effort to hire bi-lingual staff to meet the needs of non-English speaking clients.

The delegate agency staff, working with this program shall be trained to effectively work with seniors. Training shall include but is not limited to; challenges of aging related changes and losses, benefits and services for seniors, common diseases and medical conditions affecting the elderly, understanding and working with seniors with memory loss issues and mental health issues of the elderly. The delegate agency must ensure that all paid staff attends at least 8 hours of such training a year and should encourage all volunteer/pro-bono staff to do the same.

The delegate agency will perform, at a minimum, semi-annual internal monitoring of workers performance and effectiveness in providing legal assistance services to the elderly.

iv. Fiscal and Administrative Capacity
Successful respondents will be able to demonstrate strong capabilities in the fiscal and administrative areas of their proposal. Where applicable, agencies should provide detailed explanations of prior relevant experience, exhibiting their ability to manage the fiscal responsibilities of the contract as well as the administrative duties.

- Proposed programs will be executed by qualified staff with appropriate backgrounds serving older Americans ages 60 and older.
- Proposals will demonstrate the Respondent’s capacity to successfully manage a City of Chicago contract administratively and fiscally
- Respondents should have an accounting system which is maintained in accordance with Generally Accepted Accounting Principles (GAAP), perform an annual independent audit or audit review, and have internal fiscal control procedures
- Administrative costs will be capped at 10%
- Proposals should demonstrate a minimum in-kind or cash match of 15%
- Agency should submit an Organizational Chart showing where the Legal Assistance and Advocacy Services program fits in the agency’s structure
- Relevant agency staff should have professional qualifications and specialized experience in the area necessary for sound fiscal management
• Agencies should demonstrate prior successful fiscal performance.
• Submitted budget should be consistent with the Legal Assistance and Advocacy Services program design.
• Agency should demonstrate fund-raising capability.

B. Outcome Measures and Performance Goals
Awarded Respondents will be responsible for tracking and reporting on both outcome (quality/impact) and output (quantity/efficiency) indicators. DFSS expects that contracts awarded for the Legal Assistance and Advocacy Services will serve the targeted population(s) and result in the following performance measures:
1. # of unique clients served. Reported monthly.
2. 50% client satisfaction reported after case closure.
3. 50% of clients achieve goal of action plan. Reported monthly.
4. 50% of housing clients are placed in safe and appropriate housing. Reported monthly.
5. 50% of appropriate clients will be assisted to stabilize or improve their financial situation (i.e. benefits or income) reported after case closure.

C. DFSS Client Data and Performance Reporting Requirements
Upon contract award, Grantees must be able to collect and report client-level demographic, performance and service data as stated in any resulting contract. These reports must be submitted by the deadlines established by DFSS. Grantees must implement policies and procedures to ensure privacy and confidentiality of client records for both paper files and electronic databases. Grantees must have the ability to submit reports electronically to DFSS. The City’s Information Security and Information Technology Policies are located at https://www.cityofchicago.org/city/en/depts/doit/supp_info/is-and-it-policies.html

Section 4 - Evaluation and Selection Procedures

A. Evaluation Process
Each proposal will be evaluated on the strengths of the proposal and the responsiveness to the selection criteria. DFSS reserves the right to consult with other city departments during the evaluation process. Successful Respondents must be ready to proceed with the proposed program within a reasonable period of time upon contracting.

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

The Department of Family and Support Services (DFSS) reserves the right to ensure that all mandated services are available citywide, and provided in a linguistically and culturally appropriate manner.

B. General Selection Criteria
The Proposals will be evaluated on the Respondent’s ability as defined in this RFP. The following criteria will be used in evaluating all proposals:
## Points | Criteria
--- | ---
25 | **Previous Program Experience**  
- Demonstrated knowledge of older Americans as evidenced by a complex understanding of their needs demonstrated through the use of data and/or descriptions of previous or current operation of programs of a similar nature.  
- Professional qualifications and specialized experience of Respondent and its team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations and government agencies).  
- Past and current performance of the Respondent and key team members on other projects or programs of similar scope and magnitude  
- Overall agency mission, programs and services, and resources.
35 | **Program Design and Administration**  
- Quality of program and administrative design specifically tailored to the stated goals of the program.  
- Expertise and ability of the agency to address the required key elements of the proposed program model and fulfill the required program outcomes.  
- Demonstrated strong connections to community partners and supportive service providers.  
- Proposed hours of service.  
- Demonstrated organizational structure that provides the services outlined in the scope.  
- Demonstrated both staff capacity and quality which may include proof of license to practice law in Illinois, if indicated.  
- Quality of the proposed program components for the program.  
- Quality of the Respondent’s plan for any pro bono assistance.  
- Quality of the organizational structure for the program.  
- Quality of the staffing pattern dedicated to administering the program.  
- Quality of proposed plan for monitoring of client outcomes and client satisfaction.
25 | **Administrative/Fiscal Capacity**  
- Demonstrated resources and expertise to assume and meet all administrative and fiscal requirements. This includes the Respondent’s fiscal (i.e., financial management systems), IT infrastructure/technology, management, administrative and staff capabilities.  
- Overall fiscal soundness, as evidenced by the financial history and record of the organization, as well as audited financial statements (or the equivalent) from recent program years. All respondents must be current on all prior financial or contractual obligations with the City.  
- Demonstrated fiscal and administrative capacity. For current DFSS providers, DFSS will consider all DFSS program and fiscal monitoring reports, as well as expenditure reports indicating agency’s ability to expend funds in a timely manner.
15 | **Budget**  
- Competitiveness of the Unit Rate
DFSS reserves the right to seek clarification of information submitted in response to this Application and/or to request additional information during the evaluation process and make site visits and/or require Respondents to make an oral presentation or be interviewed by the review subcommittee, if necessary. 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. Selections will not be final until the City and the respondent have fully negotiated and executed a contract. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the respondent in anticipation of a fully executed contract. Receipt of a final application does not commit the department to award a grant to pay any costs incurred in the preparation of an application.

Section 5 - 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:
• A debtor in bankruptcy; or
• A defendant in a legal action for deficient performance under a contract or in violation of a statute or related to service reliability; or
• A Respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
• A defendant in any criminal action; or
• 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
• 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
• A defendant or Respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.
Any Respondent having any recent, current or potential litigation, bankruptcy or court action and/or any current or pending investigation, audit, receivership, financial insolvency, merger, acquisition, or any other fiscal or legal circumstance which may affect their ability currently, or in the future, to successfully operate the requested program, must attach a letter to their proposals outlining the circumstances of these issues. Respondent letters should be included in a sealed envelope, directed to Commissioner Lisa Morrison Butler. Failure to disclose relevant information may result in a Respondent being determined ineligible or, if after selection, in termination of a contract.

C. Grant Agreement Obligations
By entering into a grant agreement with the City, the successful respondent is obliged to accept and implement any recommended technical assistance. The grant agreement will describe the payment methodology. DFSS anticipates that payment will be conditioned on the Respondent’s performance in accordance with the terms of its grant agreement.

D. Funding Authority
This initiative is administered by the Department of Family and Support Services using the Older Americans Act and the Illinois Department on Aging (IDoA). Consequently, all guidelines and requirements of the Older Americans Act, the Illinois Department on Aging (IDoA), Department of Family and Support Services and the City of Chicago must be met. Additionally all delegate agencies must comply with the Single Audit Act if applicable.

E. Insurance Requirements
Respondents must provide and maintain at Respondent’s own expense or cause to be provided, during the term of the Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

i) 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.

ii) 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, sexual abuse and molestation (with emotional distress as the trigger) and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured under the Provider’s and any subcontractor’s policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Provider’s sole negligence or the additional insured’s vicarious liability. Contractor’s liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by
or available to the City. Provider must ensure that the City is an additional insured on insurance required from subcontractors.

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

iii) Directors and Officers Liability
Directors and Officers Liability Insurance must be maintained by the Respondent in connection with this Agreement with limits of not less than $1,000,000. Coverage must include any actual or alleged act, error or omission by directors or officers while acting in their individual or collective capacities. When policies are renewed or replaced, the policy retroactive date must coincide with precede commencement of services by the Provider under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

iv) Additional Requirements
Provider must furnish the City of Chicago, Department of Family and Support Services, 1615 West Chicago Avenue, 3rd Floor, Chicago IL. 60622, 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. Provider must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Provider is not a waiver by the City of any requirements for the Provider to obtain and maintain the specified coverages. Provider must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Provider of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Provider must provide for 60 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 Provider.

Provider 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 Provider in no way limit the Provider’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 Provider 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 the Provider maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

The Provider must require all subcontractors to provide the insurance required herein, or Provider may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Provider unless otherwise specified in this Agreement. Provider must ensure that the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

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

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

G. False Statements
i. 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)

H. Compliance with Laws, Statutes, Ordinances and Executive Orders
Grant awards will not be final until the City and the respondent have fully negotiated and executed a grant agreement. All payments under grant agreements are subject to annual appropriation and availability of funds. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the respondent in anticipation of a grant agreement. As a condition of a grant award, Respondents must comply with the following and with each provision of the grant agreement:

i. 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.

ii. 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.

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

iv. 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.

v. 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 2-156 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).

vi. 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.

vii. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4. Neither you nor any person or entity who directly or indirectly has an ownership or beneficial interest in you of more than 7.5% (“Owners”), spouses and domestic partners of such Owners, your Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% (“Sub-owners”) and spouses and domestic partners of such Sub-owners (you and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for the grant agreement or Other Contract, including while the grant agreement or Other Contract is executory, (ii) the term of the grant agreement or any Other Contract between City and you, and/or (iii) any period in which an extension of the grant agreement or Other Contract with the City is being sought or negotiated.

You represent and warrant that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached you or the date you approached the City, as applicable, regarding the formulation
of the grant agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

You shall not: (a) coerce, compel or intimidate your employees to make a contribution of any amount to the Mayor or to the Mayor’s political fundraising committee; (b) reimburse your employees for a contribution of any amount made to the Mayor or to the Mayor’s political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under the grant agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under the grant agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If you violate this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject your bid.

For purposes of this provision:
"Other Contract" means any agreement entered into between you and the City that is (i) formed under the authority of Municipal Code Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in Municipal Code Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in Municipal Code Ch. 2-156, as amended.

viii. (a) The City is subject to the June 24, 2011 “City of Chicago Hiring Plan” (the “2011 City Hiring Plan”) entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) You are aware that City policy prohibits City employees from directing any individual to apply for a position with you, either as an employee or as a subcontractor, and from directing you to hire an individual as an employee or as a subcontractor. Accordingly, you must follow your own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by you under the grant agreement are employees or subcontractors of you, not employees of the City of Chicago. The grant agreement is not
intended to and does not constitute, create, give R.I.S.E to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by you.

(c) You will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under the grant agreement, or offer employment to any individual to provide services under the grant agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of the grant agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to you by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, you will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City’s Office of the Inspector General (“IGO Hiring Oversight”), and also to the head of the Department. You will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.