

# **REQUEST FOR PROPOSALS (RFP)**

for

## **SUPERVISED VISITATION AND SAFE EXCHANGE PROGRAM (SVSE)**

Issued by:

**CITY OF CHICAGO**

(The Department of Family and Support Services)

On

**September 19, 2013**

**ONE (1) ORIGINAL and TWO COPIES  
OF THE PROPOSAL PLUS AN ELECTRONIC COPY  
TO BE SUBMITTED**

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

**Jennifer Welch  
Managing Deputy Commissioner  
Department of Family and Support Services  
1615 West Chicago Avenue, 5<sup>th</sup> Floor  
Chicago, Illinois 60622**

The outside of the envelope or package must clearly indicate the title of this RFP, the name and address of the Respondent and the date and time the proposal is submitted.

**PROPOSALS MUST BE RECEIVED NO LATER THAN  
4:30 P.M. CENTRAL TIME ON Friday, October 11, 2013**



**Evelyn Diaz  
Commissioner  
Department of Family and Support Services**

**Rahm Emanuel  
Mayor  
City of Chicago**

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## **SECTION I. Invitation**

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

The Department of Family and Support Services (DFSS) is releasing this RFP for supervised visitation and safe exchange services (SVSE) for children in cases involving domestic violence, dating violence, child abuse, sexual assault, or stalking. Studies have shown that the risk of violence is often greater for victims of domestic violence and their children after separation from an abusive situation. After separation, batterers often use visitation and exchange of children as an opportunity to inflict additional emotional, physical, and/or psychological abuse on victims and their children. Visitation and exchange services provided through the SVSE Program should reflect a clear understanding of the dynamics of domestic violence, dating violence, sexual assault and stalking; the impact of domestic violence on children; and the importance of holding offenders accountable for their actions. SVSE Programs are intended to protect children from the trauma of witnessing domestic or dating violence or experiencing abduction, or abuse, and protect parents or caretakers who are victims of domestic and dating violence from experiencing further violence, abuse, and threats during child visitation exchanges by providing supervised visitation and safe exchange of children by and between parents in situations involving domestic violence, dating violence, child abuse, sexual assault, or stalking.

The Family Violence Prevention Initiative funds community-based agencies to provide assistance and advocacy to homeless or individuals at risk of becoming homeless, who have been victims of, or threatened with, domestic violence or abuse (physical, sexual, or emotional), including teens who have been victimized in an intimate relationship. Programs should provide services while strengthening the problem-solving capabilities and building self-sufficiency of victims.

This solicitation is for two delegate agencies to provide SVSE services. Priority will be given to Respondents who can provide services throughout the city but also specifically to the following north and west side neighborhoods: Uptown, Lincoln Square, North Center, Lakeview and Edgewater, the Near West Side, Lower West Side, Armour Square, McKinley Park and Bridgeport. Please refer to the community area map in Attachment A for the specific boundaries associated with these neighborhoods. In an effort to serve Chicago's diverse populations, priority will also be given to agencies with experience serving non-English speaking clients, and providing culturally and linguistically appropriate services. Specifically, consideration will be given to Respondents capable of serving Spanish speaking clients and/or clients speaking Cantonese, Vietnamese, Korean, Tagalog, Urdu and/or Hindi. The anticipated contract amount is \$146,000 for each contract.

### **B. Background**

In 2009, the Department of Family and Support Services was created out of several former city departments and offices, including the Departments of Children and Youth Services, Human Services, Senior Services, the Mayor's Office of Domestic Violence,

parts of the Mayor's Office of Workforce Development, and the Ten Year Plan to End Homelessness in order to provide more coordinated services for the city's most vulnerable citizens. The mission of DFSS is as follows:

*"The Chicago Department of Family and Support Services is dedicated to supporting a continuum of coordinated services to enhance the lives of Chicago residents, particularly those most in need, from birth through the senior years. The department works to promote the independence and well-being of neighborhoods by providing direct assistance and administering resources to a network of community-based organizations, social service providers and institutions."*

The SVSE Program is administered by the Chicago Department of Family and Support Services' Division on Domestic Violence (DDV) which coordinates Chicago's social service response. The DDV funds approximately 30 community-based delegate agencies under the Family Violence Prevention Initiative to serve domestic violence victims and their children throughout 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](http://www.cityofchicago.org/fss)

### **C. Anticipated Term of Contract and Funding Source(s)**

This initiative is administered by the Department of Family and Support Services and also receives funding from the United States Department of Justice Office of Violence Against Women. Consequently, all guidelines and requirements of the Department of Family and Support Services, the City of Chicago, and the US Department of Justice will be applied. All delegate agencies must comply with the Single Audit Act if applicable.

Funding is subject to the availability of funds. The Respondent should be aware that payment for services by the City will be made on a reimbursement basis. Respondents should not plan to receive their first payment until up to 60 days after the execution of the delegate agreement. **Respondent must be able to proceed with program operations by January 1, 2014.**

DFSS anticipates letting two separate contracts for the services outlined in the RFP, each not to exceed \$146,000 annually. The term of contract(s) executed under this RFP will be from January 1, 2014 – December 31, 2014. This grant agreement may be extended via two additional extensions each not to exceed one year, based on need, availability of funds, federal program regulation and design, and performance.

### **D. Eligible Respondents**

This is a competitive process open to all non-profit and faith-based entities, public and private capable of providing services citywide but that have an established service location in any of the following north and west neighborhoods as defined by the community area map (attachment A) included with this RFP: Uptown, Lincoln Square, North Center, Lakeview and Edgewater, the Near West Side, Lower West Side, Armour

Square, McKinley Park and Bridgeport. Additional consideration will also be given to Respondents with experience serving non-English speaking clients, and providing culturally and linguistically appropriate services. Specifically, consideration will be given to Respondents capable of serving Spanish speaking clients and/or clients speaking Cantonese, Vietnamese, Korean, Tagalog, Urdu and/or Hindi.

Respondent whose existing contracts with DFSS are not in good standing will not be considered for a contract. 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.

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

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

**Please send one original and two paper copies of the complete RFP packet by 4:30 P.M. on October 11, 2013 to:**

**Jennifer Welch  
Managing Deputy Commissioner  
Department of Family and Support Services  
1615 W. Chicago Ave., 5th Fl.  
Chicago, Illinois 60622**

**Additionally, please e-mail an exact, and complete scanned copy of your proposal, budget and ALL attachments to: [meera.raja@cityofchicago.org](mailto:meera.raja@cityofchicago.org) by October 11, 2013, 4:30 P.M. Both the paper original and e-mailed copies are required for the submission to be considered complete.**

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.

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

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

### **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 12 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” and two (2) copies of all RFP documents.

### **C. E-Mail Submissions**

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

If you find yourself working with files that are not easily compressed or are compressed but still very large, we suggest considering a file location service such as Drop Box <https://www.dropbox.com/> or Google Drive [https://www.google.com/intl/en\\_US/drive/start/index.html](https://www.google.com/intl/en_US/drive/start/index.html) (which provide free storage for a limited number of GB) or any similar service which will allow you to upload the necessary file to a virtual location and send us a link allowing access to your submission folder. The City of Chicago does not in any way endorse or require the use of any specific program of this type.

### **D. 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:

**Meera Raja**, [meera.raja@cityofchicago.org](mailto:meera.raja@cityofchicago.org) or 312-746-8719.

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

**Julia Talbot**- [jtalbot@cityofchicago.org](mailto:jtalbot@cityofchicago.org).

### **E. Timeline**

RFP Released:	September 19, 2013
Pre-Submittal Conference:	There is no pre-submittal conference scheduled for this RFP.
Proposal Due:	October 11, 2013
Anticipated Contract Start Date:	January 1, 2014

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

### **A. Purpose**

The City of Chicago seeks to fund Supervised Visitation and Safe Exchange services (SVSE) for children in cases involving domestic violence, dating violence, child abuse, sexual assault, or stalking. Studies have shown that the risk of violence is often greater for victims of domestic violence and their children after separation from an abusive situation. After separation, batterers often use visitation and exchange of children as an opportunity to inflict additional emotional, physical, and/or psychological abuse on

victims and their children. Visitation and exchange services provided through the SVSE Program should reflect a clear understanding of the dynamics of domestic violence, dating violence, sexual assault and stalking; the impact of domestic violence on children; and the importance of holding offenders accountable for their actions. SVSE Programs are intended to protect children from the trauma of witnessing domestic or dating violence or experiencing abduction, or abuse, and protect parents or caretakers who are victims of domestic and dating violence from experiencing further violence, abuse, and threats during child visitation exchanges by providing supervised visitation and safe exchange of children by and between parents in situations involving domestic violence, dating violence, child abuse, sexual assault, or stalking.

### **B. Program Design & Service Delivery**

Respondents must demonstrate the ability to deliver the following services to a significant number of clients in relation to the amount of funding requested. Eligible activities and services should include (but are not limited to):

- Providing a safe, clean setting in which trained staff members supervise court-mandated visits between the non-custodial parent and the children.
- Executing safe exchanges of children from the custodial parent to the non-custodial parent, monitoring compliance with approved time allotted for visit, and executing the safe exchange of children back to custodial parent
- Configure service locations and schedule appointments so that custodial and non-custodial parents do not encounter each other.
- Develop and execute visitation plans for both custodial and non-custodial parents including rule enforcement to ensure the safety of both parents and children.
- Provide information and referrals to comprehensive services for custodial parents and children, including crisis intervention counseling, parental support and training, individual and group counseling.
- Provide culturally and linguistically appropriate service for non-English speaking clients. Special consideration will be given to agencies with experience serving Spanish speaking clients and clients speaking various Asian and South Asian languages
- Demonstrated appropriate staffing pattern and evidence of qualified staff administering and performing the entire program as documented by the inclusion of resumes, job descriptions, and proof of a minimum of 40 hours of qualified domestic violence training for all direct service staff.
- Evidence of additional staff training and development planned for the upcoming contract year.
- The ability to maintain appropriate service documentation and policies which protect the provider and client files from unauthorized disclosure.

### **C. Reporting Requirements/Performance Measurements**

In order to document success and ensure effective programming, the following performance measures must be included:

- The number of custodial parents enrolled
- The number of non-custodial parents enrolled
- The number of children enrolled

- The number of families enrolled
- The number of supervised visits attended by custodial parents
- The number of supervised visits attended by non-custodial parents
- The number of supervised visits terminated before completion
- The number of safe exchanges attended by custodial parents
- The number of safe exchanges attended by non-custodial parents
- The percentage of clients enrolled who complete the Evaluation of Services Survey
- The percentage of clients who enrolled who cooperate with the visitation plan
- The number of safe exchanges completed
- The number of supervised visits completed
- The number of intake interviews completed
- Number of referrals to clients for services outside of the program
- Number of newly developed interagency collaborations for client services
- Number of workshops presented by agency staff highlighting Supervised Visitation and Safe Exchange Program

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

### **A. Process for Evaluation of Proposals**

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 and to visit the proposed site of operations. Selected respondents must **be ready to proceed** with proposed program at the time of contracting.

### **B. General Selection Criteria**

The following criteria will be used in evaluating all proposals:

#### **1. Previous Programmatic Experience**

Respondent should demonstrate knowledge of the populations to be served or similar populations and in the way in which these populations should be served as evidenced by previous or current operation of a successful program of a similar nature.

#### **2. Administrative/Fiscal Capacity and Experience**

Respondent will demonstrate the resources and expertise to assume and meet all administrative and fiscal requirements. This includes the Respondent's fiscal (including financial management systems), technological, management, administrative and staff capabilities

#### **3. Program Design and Administration**

Respondent will demonstrate program and administrative design specifically tailored to the goals of the program.



### **C. Additional Criteria**

In addition to general selection criteria, proposals will be evaluated on the following criteria:

- Overall responsiveness to application, including a work program which addresses all elements of program design and program measurement.
- Demonstration of at least five years of experience working with survivors of domestic violence.
- Demonstration of at least two years of experience providing Supervised Visitation and Safe Exchange services.
- Evidence of qualified staff administering and performing the entire program as documented by the inclusion of resumes, job descriptions, and proof of a minimum of 40 hours of qualified domestic violence training for all direct service staff.
- Evidence of adequate staff to provide quality service to proposed volume of clients during program's operating hours, and a clear staffing plan including the percentage of time dedicated to the program by each staff.
- Evidence of staff training and development planned for the upcoming contract year.
- Clear statement of the number of clients and families to be served by the program during the contract year.
- Cost effectiveness of the proposed program, demonstrated by the cost per family.
- Capacity of applicant to administer proposed program and provide client services beginning in January 2014.
- The ability to leverage other funds to support the program.
- The ability to maintain appropriate service documentation and policies which protect the provider and client files (both paper and electronic) from unauthorized disclosure.
- The ability to add interagency collaborations as needed to expand client services beyond the scope of those offered by the program.
- The ability to hold education/awareness workshops to inform the community and/or specific stakeholders about domestic violence and/or Supervised Visitation and Safe Exchange services.
- The ability to respond to victims within 48 hours, and accept referrals from and provide referrals to the city of Chicago Domestic Violence Help Line.
- Appropriate use of previously granted City funds and compliance with program and fiscal reporting requirements in previous years (if relevant).
- Achievement of performance measures in previous years.
- Submission to DFSS of contracted number of client survey documents in previous years
- Inclusion of:
  - a. At least two written linkage letters or agreements from 2013 with agencies such as other domestic violence providers, shelter services, homeless prevention resources, mental health agencies, substance abuse providers, etc. to demonstrate the applicants' relationships with

community based and governmental services to better assist domestic violence victims and their children.

- b. General and specific job descriptions for all direct service staff
- c. Resumes for all direct services staff
- d. Proof of a minimum of 40 hours of domestic violence training for all direct service staff.

#### **D. Project Location and Accessibility to People with Disabilities**

Respondent must be committed to achieving full physical and programmatic accessibility as defined by the Americans with Disabilities Act (ADA). Additionally, the Department of Family and Support Services reserves the rights to ensure that all mandated services are available in each geographic region, and provided in a linguistically and culturally appropriate manner.

### **Section V. Legal and Submittal Requirements**

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

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

#### **A. City of Chicago Economic Disclosure Statement (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.

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

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

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

7. A defendant or Respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

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

### **C. Grant Agreement Obligations**

The City intends to award grants to selected Respondents for the period beginning January 1, 2014 through December 31, 2014. The City may extend the agreement for up to two additional periods, each period not to exceed one year based on need, availability of funds, federal program regulation and design and performance. By entering into this grant agreement with the City, the Respondent is obliged to accept and implement any recommended technical assistance. The grant agreement will describe the payment methodology. 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 and also funded in part by funding received from the United States Department of Justice. Consequently, all guidelines and requirements of the Department of Family and Support Services, the City of Chicago and the U.S. Department of Justice will be met. Additionally all delegate agencies must comply with the Single Audit Act if applicable.

### **E. Insurance Requirements**

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". The Insurance Certificate of Coverage **must** be provided when responding to the RFP.

### **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**

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

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

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

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

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

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

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

## **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:

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

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.

b. Governmental Ethics Ordinance, Chapter 2-156: All respondents agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 which includes the following provisions: a) a representation by the respondent that he/she has not procured the

grant agreement in violation of this order; and b) a provision that any grant agreement which the respondent has negotiated, entered into, or performed in violation of any of the provisions of this Ordinance shall be voidable by the City.

c. 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.

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

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

e. 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).

f. 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.

**g. 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.

h. (i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "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 Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

(iii) You will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under the grant agreement, or offer employment to any individual to provide services under the grant agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of the grant agreement, a political organization or

party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to you by a City employee or City official in violation of paragraph (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 or the Shakman Monitor's Office related to the grant agreement.