

**CITY OF CHICAGO**



**REQUEST FOR PROPOSALS (RFP) FOR  
Chore Services for Older Adults  
RFQ 6499**

**ISSUED BY:  
CITY OF CHICAGO DEPARTMENT OF FAMILY AND SUPPORT SERVICES  
SENIOR SERVICES**

**All proposals must be submitted via the eProcurement system**

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## Section 1 - Purpose of RFP and Scope of Services

### A. Introduction

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 committed to moving beyond measuring *how many* people receive services, to focus on whether Chicagoans are *better off* after receiving services. As part of this outcome-oriented approach, DFSS has implemented a Strategic Framework that 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.

The DFSS Senior Services Division is designated as the Area Agency on Aging for the City of Chicago. In that role, the Senior Services Division advocates, plans, coordinates, and funds services for older adults, especially those in greatest social and economic need, living alone, and those ages 85 and above. Working in collaboration with aging network partners, the Senior Services Division's efforts are guided by: 1) supporting older persons to live independently in their own communities and homes for as long as possible; 2) ensuring that those who reside in institutions are treated with dignity and care, and; 3) ensuring that older persons have access to accurate information to participate in public policy.

Together with our service providers, we provide vital services such as congregate dining programs, home-delivered meals, and access to benefits. We continually innovate and advocate for our residents, so they may continue to thrive as they age in place. We value integrity and respect and promote social engagement among the elderly as an antidote to dependence, social isolation, and withdrawal.

For more information on the DFSS strategic framework, visit [www.cityofchicago.org/fss](http://www.cityofchicago.org/fss).

### B. Program description

The Department of Family and Support Services is seeking proposals from qualified home care agencies to provide Chore Services for Older Adults on an hourly basis. The goal of the Chore Services for Older Adults is to assist eligible older adults to stay in their homes and prevent premature nursing home placement. The respondent(s) will provide in-home chore services to individuals, ages 60 and older who need assistance with tasks and chores involved in maintaining their home. The clients may struggle with

household chores due to short or long-term physical or cognitive challenges. The client may be struggling and unable to manage the general cleaning and household activities. The primary caregiver who is regularly responsible for these activities may be overwhelmed with caregiving responsibilities or unable to manage the household activities or is temporarily absent. Chore services allow the caregiver to provide other needed supports to the client.

All clients must be assessed and referred through the Illinois Department on Aging's Care Coordination Units serving Chicago. The Care Coordination Unit is the point of contact for the Chore Services provider to the client. After a comprehensive in-home assessment of the client, and their formal and informal support system, the Care Coordinator determines how much assistance may be needed and make a referral for services. Referrals are made directly to the service provider by the Care Coordination Unit, and the Care Coordinator remains the point of contact for all parties, including the chore program workers.

Chore services are intended to provide assistance for persons unable to manage one or more activities of daily living (e.g. household tasks, cooking, bathing, shopping, personal care or other chores) under the supervision of the client or other responsible person. Services may range from light household cleaning to household cleaning with incidental assistance with home management and/or activities of daily living, including laundry, shopping, and seasonal tasks. Allowable services may include:

- General home management, which may include indoor and outdoor work, including snow removal
- Assistance with activities of daily living (ADLs), including ambulating
- Monitoring client well-being while in the home, including home safety
- Assistance with packing and disposal of household items in preparation for a move, and arrange for refuse disposal and securing loose rugs, maintaining clean floors
- Rearranging or securing household items to prevent injuries or falls, and removing large household items and heavy appliances to provide safe access to and exit from the home, or packing the client's belongings
- Arranging for transportation and escorting or arranging for transportation to medical facilities, errands, shopping, and miscellaneous family/individual business
- Meal preparation may include cooking or shopping
- Shopping for food, clothing and supplies
- Grooming and assistance with bathing, toileting, dressing, cleaning teeth and/or dentures under specific direction of client or responsible individual
- Bathing may include preparing supplies and monitoring of non-medical personal care tasks such as shaving, hair shampooing and combing, assistance with sponge bath, stand-by assistance with tub bath or shower (when clients are able to enter and exit themselves)

DFSS plans to designate one Chore Services provider agency to serve the entire City of Chicago. Services are to be provided to all eligible participants regardless of their community area or ward the client resides within. A Care Coordinator will reassess the client situation and determine eligibility annually. The service provider must be prepared to provide Chore Services on a citywide basis.

The service provider must assign trained homemakers and/or homecare workers to provide in-home chore services. Most clients will receive services once or twice a week, or every other week. The amount of services provided for each client is based on the assessment by the Care Coordinator.

The Care Coordinator will contact the client or caregiver to initiate, coordinate and schedule services. The service provider must submit invoices and reports by the 5th of the month for the month prior. The service provider must attend all required meetings with DFSS Senior Services. Required meetings are held on the first Thursday of the month, but there may be additional required meetings scheduled.

The service provider must have a valid business license and be licensed to operate in Illinois.

**Unit of Service:**

One hour of staff time expended on behalf of a client constitutes one unit of service. Units of service based upon one hour of staff time expended on behalf of a client include the time necessary for preparation, travel and case documentation. Preparation of reports, recruitment and outreach, while required, are not a billable activity.

**Target population:**

Individuals, ages 60 and older who need assistance with tasks and chores involved in maintaining their home. The clients may struggle with household chores due to short or long term physical or cognitive challenges. The client may be struggling and unable to manage the general cleaning and household activities.

The primary caregiver who is regularly responsible for these activities may be overwhelmed with caregiving responsibilities or unable to manage the household activities or temporarily absent. Chore services allow the caregiver to provide other needed supports to the client.

The service provider shall provide a training program for staff which includes basic principles of HIPPA.

**Client Contributions:**

Pursuant to the Older Americans Act, all clients must be provided the opportunity to make a contribution or donation to the cost of their services. Contributions are strictly voluntary, and no client will be refused service for not contributing.

The service provider must collect and record contributions received each month. The Service Provider must report the contribution to DFSS Senior Services in the monthly report each month. All donations must be used to expand services. The amount of client contributions collected each month may be deducted from the monthly invoice submitted to DFSS.

A sliding scale may be used to determine the suggested contribution. Contributions may range from \$2.00 to \$18.00 per hour.

For more information about client contributions, please see Program Income details below. Grantee is encouraged to collect Project Income to defray program costs where appropriate, subject to 2 CFR 200.307. Project Income (client contributions) must be expended based upon the application, with any changes of expenditures to be approved by the Area Agency. Excess Project Income must expand services of the provider under this part and supplement (not supplant) Older Americans Act funds. Monthly Project Income collected must be reported to DFSS on the invoice and deducted from the cost of client services. The provider must maintain proof for DFSS that the Project Income was used to expand services.

All project income must be expended within the fiscal year in which it was earned. All contributions (project income, local cash and in-kind), must meet the following criteria:

- a. Are verifiable from the grantee's records;
- b. Are not included as contributions for any other federally-assisted project or program;
- c. Are necessary and reasonable for proper and efficient accomplishment of project or program objectives;
- d. Are allowable under the applicable cost principles;
- e. Are provided for in the approved budget; and
- f. Documented in the same manner as Title III funds.

Source: IDOA AAA Policies and Addendum

### **Service Provider Marketing**

The service provider must engage in outreach to publicize the program. Outreach visits to explain the program to Care Coordination Units, senior groups and clubs, aldermanic offices, and church groups are appropriate.

### **Client Service Evaluation or Satisfaction Surveys:**

The service provider must have procedures for evaluating and reporting the caregiver's satisfaction with the delivery of service as well as their satisfaction of the outcomes of the service. The service provider must report the results of the evaluation or survey measuring client/family satisfaction and receive feedback on service provided on a quarterly basis. Results of those surveys/evaluations must be shared with DFSS Senior Services quarterly. Survey results are due in January, April, July and October.

The service provider must use a computerized client tracking system to provide required data and reports to Senior Services monthly for the clients served in the preceding month.

In accordance with the Older Americans Act as amended in 2000, the caregiver provider must respect and promote the rights of each older person. The agency shall have written policies and procedures to ensure that all clients' property is treated with care and respect by all staff.

### **Performance Measures:**

To track progress toward achieving this goal and assess success of the program, DFSS will monitor a set of performance indicators that may include, but are not limited to:

- At least 80% of clients served report that they feel confident staying in their home after hospitalization or illness.
- At least 90% of clients indicate their needs are met by the program in monthly client satisfaction surveys provided by DFSS. The Provider agency returns the surveys to Senior Services monthly

To monitor and recognize intermediate progress toward the above performance indicators, DFSS also intends to track output metrics that may include, but are not limited to:

- Number of outreach visits conducted to recruit for the program monthly.
- Number of clients referred and deemed eligible for Chore Services by the Care Coordination Unit.

In addition to the performance indicators and output metrics listed above, DFSS encourages Respondents to propose additional indicators and metrics, including those that demonstrate early success and are indicative of participants' progress.

**Reporting Requirements:**

Senior Services requires a monthly program report that reflects all activities and client data for the prior month. All invoices must also be submitted on the 5th of the month. Senior Services requires these reports to meet requirements of the Illinois Department on Aging. Both program and financial reports are required of all funded providers

We require that providers have a program and fiscal reporting system that will ensure the provision of accurate and timely reports. Service providers must maintain reporting information in such a manner to permit authorized persons to review report information upon request. Reports must be submitted on time to allow time to prepare our own reports and to reimburse service providers. Incorrect or late submissions may result in delays in reimbursement or contract action.

Senior Services reviews reports submitted by providers to determine that resources have been expended according to approved budgets, that the request for funds is correct and is consistent with the approved award, to monitor and assess program activity and identify any significant operational problems that should be corrected and to identify the need for technical assistance to address inadequate fiscal knowledge, or excessive administrative costs.

**C. Contract management and data reporting requirements**

Upon contract award, delegate agencies will be expected to collect, and report client-level demographic, performance, and service data as stated in any resulting contract. These reports must be submitted in a format specified by DFSS and by the deadlines established by DFSS. Delegate agencies must implement policies and procedures to ensure privacy and confidentiality of client records for both paper files and electronic databases. Delegate agencies 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/doi/supp\\_info/is-and-it-policies.html](https://www.cityofchicago.org/city/en/depts/doi/supp_info/is-and-it-policies.html).

**D. Anticipated term of contract and funding source**

As part of DFSS' commitment to become more outcomes-oriented, Senior Services seeks to actively and regularly collaborate with delegate agencies to enhance contract management, improve results, and adjust program delivery and policy based on learning what works. Reliable and relevant data is necessary to ensure compliance, inform trends to be monitored, evaluate program results and performance, and drive program improvements and policy decisions. As such, DFSS reserves the right to request/collect other key data and metrics from delegate agencies, including client-level demographic, performance, and service data, and set expectations for what this collaboration, including key performance objectives, will look like in any resulting contract.

The term of contract(s) executed under this RFP will be from December 1, 2018 to September 30, 2021. 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. Continued support will be dependent upon the Respondent's performance and the continued availability of funding. DFSS anticipates awarding one citywide contract for up to \$100,000. 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 using Older Americans Act funding received from the United States Department of Health and Human Services, via the Illinois Department on Aging. Consequently, all guidelines and requirements of the Department of Family and Support Services, the City of Chicago, the Illinois Department of Aging and the United States Department of Health and Human Services must be met. Additionally, all delegate agencies must comply with the Single Audit Act if applicable.

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.

### **E. Eligible respondents**

This is a competitive process open to all entities: non-profit, for-profit, faith-based, private and public. Respondents may apply as a single agency or in partnership with multiple agencies, where one agency serves as the lead agency for the partnership and other agencies serve as subcontractors of the lead agency. Subcontracted agencies must demonstrate competence to implement programmatic elements whereas lead agencies must also demonstrate financial strength and ability to comply with all administrative requirements outlined in the RFP. Successful applicants will be able to: demonstrate experience serving older adults; demonstrate experience and existing, appropriately qualified staff to provide chore or respite services.

Administrative costs will be capped at 10% of total program costs. The service provider will be authorized to provide services at the rate of \$20.00 per hour including taxes but excluding fringe benefits. Within the total budget prepared by the respondent for this proposal, a portion of a salary i.e. supervisor or coordinator may be added to the budget, but the bulk of the budget should be for units of service.

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. Respondents must be aware that the City will make payments on a reimbursement basis. Respondents must be able to proceed with program operations upon award notification. Service Provider must have a valid business license and must have a supervisor responsible for supervising the chore workers.

## **Section 2 - RFP and Submission Information**

### **A. Pre-proposal webinar**

A Pre-Proposal Webinar will be held on **October 11, 2018, 10:00 a.m. – 11:00 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/8340859318174203137>



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. The new e-Procurement system**

In October 2017 the City of Chicago replaced its Cybergrants system with the new eProcurement system. eProcurement (also known as iSupplier) is the City of Chicago's new online purchasing system. The goals of eProcurement are to move to a universal system that can handle all contract administration including RFP management, contract execution, and payment processing. All delegate agencies seeking to do business with the City must register and submit information through this online purchasing system. ***This includes the RFP process.***

eProcurement is a full service purchasing system that allows delegate agencies to:

- Manage Delegate Agency information and account details
- Review and Respond to RFP solicitations & upload required Information
- Submit proposals/applications
- Submit payments/Vouchers
- Communicate with Departments

***In order to complete an application for this RFP, ALL POTENTIAL RESPONDENTS will need to set up an account in the new eProcurement/iSupplier system.***

Registration in iSupplier is the first step to ensuring your agency's ability to conduct business with the City of Chicago and DFSS. ***Please allow five to seven days for your registration to be processed.***

The Department of Procurement Services (DPS) manages the iSupplier registration process. All delegate agencies are required to register in the **iSupplier portal** at [www.cityofchicago.org/eProcurement](http://www.cityofchicago.org/eProcurement). All vendors must have a Federal Employer Identification Number (FEIN) and an IRS W9 for registration and confirmation of vendor business information.

1. **New Vendors** – Must register at [www.cityofchicago.org/eProcurement](http://www.cityofchicago.org/eProcurement)
2. **Existing Vendors** – Must request an iSupplier invitation via email. Include your **Complete Company Name** and **City of Chicago Vendor/Supplier Number (found on the front page of your contract)** in your email to [eprocsupport@cityofchicago.org](mailto:eprocsupport@cityofchicago.org) You will then receive a response from DPS so you can complete the registration process. Please check your junk email folder if you have made a request and not heard back as many agencies have reported responses going their junk folder.

To receive training about ALL aspects of the eProcurement system, please register using the link below and be sure to include the name of the agency which you will represent. This training will be a review of the following eProcurement functions:

- iSupplier Registration and Overview
- Responding to RFPs
- Creating an Invoice
- Reviewing / Tracking Payments

For further help specifically eProcurement, please use the following contacts:

- **Questions on Registration:**

- o [eprocsupport@cityofchicago.org](mailto:eprocsupport@cityofchicago.org)
- **Questions on eProcurement for Delegate Agencies including:**
  - o [OBMGMU@cityofchicago.org](mailto:OBMGMU@cityofchicago.org) or contact the eProcurement hotline at 312-744-0358
- **Online Training Materials (Documents and Videos):**
  - o <https://www.cityofchicago.org/city/en/depts/dps/isupplier/online-training-materials.html>

Respondents are required to submit an application for the request for proposal via the eProcurement system. The link to the eProcurement system will be given as part of the eProcurement/iSupplier registration process.

***Please be aware that for this application, all answers to application questions are limited to 4,000 characters. This includes spaces and punctuation.***

### **C. For respondents who wish to submit more than one application to a RFP**

Organizations who desire to submit more than one proposal (up to a maximum of three) may do so by submitting each proposal by a separate, unique registered account user with online bidding responsibilities, using their individual login information.

If you are having difficulty registering additional people, please refer to this handout

[https://www.cityofchicago.org/content/dam/city/depts/dps/isupplier/training/Vendor\\_Create\\_New\\_Address\\_and\\_Contact.pdf](https://www.cityofchicago.org/content/dam/city/depts/dps/isupplier/training/Vendor_Create_New_Address_and_Contact.pdf)

Here is a link to all additional technical assistance videos and handouts.

<https://www.cityofchicago.org/city/en/depts/dps/isupplier/online-training-materials.html>

Additionally, Respondents may e-mail [obmgmu@cityofchicago.org](mailto:obmgmu@cityofchicago.org) to receive more specific advice and troubleshooting.

### **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:

Joyce Gallagher

Executive Director of the DFSS Area Agency on Aging

Phone: 312-746-5682

Email: [MJoyce.Gallagher@cityofchicago.org](mailto:MJoyce.Gallagher@cityofchicago.org)

Questions regarding the technical aspects of responding to this RFP may be directed to:

Julia Talbot: [Julia.Talbot@cityofchicago.org](mailto:Julia.Talbot@cityofchicago.org), and

OBM: [OBMGMU@cityofchicago.org](mailto:OBMGMU@cityofchicago.org) or 312-744-0358

## **Section 3 - Evaluation and Selection Procedures**

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.

CRITERIA	POINTS
<p><b><u>Strength of proposed program</u></b></p> <ul style="list-style-type: none"> <li>• The Applicant demonstrates a clear understanding of the target population and their needs and challenges.</li> <li>• The Applicant clearly outlines how services will be delivered—coordinating with CCU, DFSS, process for supervising the work in the home, and process for determining client satisfaction.</li> <li>• The Applicant’s proposed program is supported by a strong national or local evidence base and/or aligns with best practices for the relevant field.</li> <li>• The Applicant has an effective approach to market the program to help identify and engage potential clients.</li> </ul>	<b>30</b>
<p><b><u>Program performance, outcomes, and quality</u></b></p> <ul style="list-style-type: none"> <li>• The Applicant demonstrates evidence of strong past performance against desired outcome goals and performance metrics and/or other notable accomplishments in providing services to the target population.               <ul style="list-style-type: none"> <li>○ If no prior experience, the Applicant provides a clear rationale for its ability to execute against this program and achieve desired outcomes.</li> </ul> </li> <li>• The Applicant has the relevant staff, systems, and processes needed to collect key participant and performance data and evaluate and manage performance.</li> <li>• The Applicant has experience using data to inform/improve its services or practices.</li> </ul>	<b>25</b>
<p><b><u>Organizational capacity</u></b></p> <ul style="list-style-type: none"> <li>• The Applicant has qualified staff responsible for program oversight, management, fiscal oversight, and fundraising (or sub-contracts to add this capacity).</li> <li>• The Applicant has adequate systems and processes to support reporting and monitoring for government contracts.</li> <li>• The Applicant has quality experience working with the target population and has relevant capabilities, partnerships, and/or infrastructure needed to serve this group.</li> </ul>	<b>30</b>
<p><b><u>Reasonable costs, budget justification, and reinvesting project income</u></b></p> <ul style="list-style-type: none"> <li>• The Applicant demonstrates reasonable implementation costs and funding requests relative to its financial and human resources. The proposed budget supports the proposed scope of work or work plan.</li> <li>• Overall, the Applicant is fiscally sound, as evidenced by the financial history and record of the organization, as well as audited financial statements (or the equivalent) from the current fiscal year.</li> <li>• The Applicant proposes a reasonable cost per person or per unit given the nature of the services provided and provides justification for the level of funding requested.</li> </ul>	<b>15</b>

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| <ul style="list-style-type: none"> <li>• The Applicant leverages other non-City funds to support total program and administrative cost (e.g., state, federal, foundation, corporate, individual donations).</li> </ul> |  |
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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.

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)

## Section 4 - 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.

<p>More information about the on-line EDS system can be found at:  <a href="https://webapps.cityofchicago.org/EDSWeb/appmanager/OnlineEDS/desktop">https://webapps.cityofchicago.org/EDSWeb/appmanager/OnlineEDS/desktop</a></p>
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### 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. 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, 3<sup>rd</sup> 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.

## **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**

### **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)

## **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:

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 2-154 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).

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.