

CITY OF CHICAGO



**REQUEST FOR PROPOSALS (RFP) FOR
CONGREGATE DINING MEAL SERVICE PROGRAM**

**ISSUED BY:
CITY OF CHICAGO DEPARTMENT OF FAMILY AND SUPPORT SERVICES
AUGUST 14, 2017**

All proposals shall be submitted via online to:

Nikki Garbis_Proutsos
Assistant Commissioner
Department of Family and Support Services
1615 W. Chicago Ave, 3rd Floor West
Chicago, Illinois 60622

The application can be accessed at:

http://www.cybergrants.com/pls/cybergrants/ao_login.login?x_gm_id=5130&x_proposal_type_id=46428

**RESPONSES MUST BE RECEIVED NO LATER THAN
September 5, 2017
AT 12:00 NOON CST**

**RAHM EMANUEL
MAYOR**

**LISA MORRISON BUTLER
COMMISSIONER**

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- Attachment #1: Geographic Designations (MAP)
- Attachment #2: Nutrition Site Location and Information List
- Attachment #3: Nutrition Standards from Illinois Department on Aging (IDOA)
- Attachment #4: Sample Menus (Cycle Menus for Hot Lunch and Breakfast, Box Lunch, Breakfast Box, Special Citywide Event Box Lunch, Special Holiday Meals, Special Event Meals)
- Attachment #5: Menu Planning Standards
- Attachment #6: Food Specifications for Cycle Menus
- Attachment #7a: Application for Program Support for Onsite Meal Providers
- Attachment #7b: Program Accessibility Self Evaluation Checklist for On-site Meal Provider

Section 1 - Purpose of RFP

A. Congregate Dining Meal Service Program (Golden Diners)

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

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

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

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

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

The program provides approximately 800,000 meals to over 30,000 seniors at 53 congregate nutrition sites city wide each year. Nutritious meals are served and designed to help seniors stay healthy. All meals follow the meal pattern developed by the Illinois Department on Aging and are consistent with the Dietary Guidelines for Americans. All menus are approved by a registered dietician.

The meals are prepared and delivered by contracted meal providers to 48 of the nutrition sites. The remaining five nutrition sites are operated by on-site meal providers that prepare and serve the meals at the sites. Some of the diverse cuisines provided by the on-site meal providers include Chinese, Korean, Vietnamese, and Indian/Pakistani. The majority of the catered meals are delivered in bulk (hot lunches or breakfast) and to the seniors. On occasion, cold meals served in a box that contain individually wrapped food items are served in lieu of or in addition to the hot meals at the catered sites. A small portion of the catered sites receive meals that are pre-plated / prepackaged and heated by staff prior to serving.

B. Background

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

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

DFSS' priorities are to:

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

DFSS's Senior Services Division is the designated Senior Services Area Agency on Aging in Chicago by the Illinois Department on Aging (IDoA). It is one of 13 planning and Service Areas (PSAs) in the state. As the Area Agency on Aging, the Senior Services Division provides various programs and services through regional and satellite senior centers that offer educational, recreational, fitness, and social activities; information and assessment; benefits Eligibility Check-up; Home Delivered Meals and Congregate Dining; Legal Assistance; Heavy Duty Chore Assistance; Housing Relocation Assistance; Senior Employment and Volunteer Program; Ombudsman, Care Coordination Services, Caregiver Support, and assistance for Grandparents Raising Grandchildren. For further information about these and the other opportunities offered through DFSS, please visit: www.cityofchicago.org/fss

C. Anticipated Term of Contract and Funding Source

The term of contract(s) executed under this RFP will be from **October 1, 2017 – September 30, 2020**. Based on need, availability of funds and contractor performance, DFSS may extend this term for up to two additional periods with each extension not to exceed one year. Continued support will be dependent upon the Respondent's performance and the continued availability of funding from the State of Illinois Department of Aging and the U.S. Department of Health and Human Services, Administration for Community Living. One or more delegate agency agreement awards will be made. The first budget period is October 1, 2017 through September 30, 2018 and the award amount shall not exceed \$2,700,000 to provide meal services to all sites. This contract will operate on a reimbursement basis only. No advances will be given.

This initiative is administered by DFSS through Older American Act, Title III funds. Consequently, all guidelines and requirements of the U.S. Department of Health and Human Services and DFSS must be met.

Should a Respondent's contract be terminated or relinquished for any reason, DFSS reserves the right to return to the pool of respondents generated from this RFP to select another qualified respondent.

D. Eligible Respondents

This is a competitive process open to all entities: non-profit, for-profit, faith-based, private and public. Respondents must be able to demonstrate the following:

- Prepare and serve meals to the public and be in compliance with the City of Chicago Public Health codes, as demonstrated through a current health inspection report.
- Have program facilities that are accessible to persons with disabilities. Respondents are expected to demonstrate full compliance with all applicable aspects of the Americans with Disabilities Act of 1990 (ADA), as amended, and must have a recent accessibility survey completed and on file. For a full copy of the Americans with Disabilities Act, please visit: <http://www.usdoj.gov/crt/ada/adahom1.htm>

Individual agencies or subcontractors to lead agencies must be able to demonstrate a **minimum 10 percent in-kind match** to be used to support the program.

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

Funding is subject to the availability and appropriation of funds. In addition, Respondents should be aware that the City will make payments for services on a reimbursement basis. Payment will be made 30 days after approval submission. Respondents must be able to proceed with program operations upon award notification.

E. DFSS' Strategic Framework: Outcomes-Based Decision Making

DFSS' Strategic Framework guides how the department measures, reports on, and reviews its priorities and outcome goals, and uses them to drive contracting, decision-making and greater collaboration. This outcome-oriented approach moves beyond measuring *how many people* receive services, to focus on how Chicagoans leave *better off after receiving* services. Moving towards outcomes represents a way for DFSS to make more targeted decisions.

For respondents and contractors this will mean:

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

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

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

Section 2 - RFP and Submission Information

The due date for submission of proposals is:

September 5, 2017, 12:00 Noon

Respondents are required to submit an application through CyberGrants. CyberGrants can be accessed via a link on the DFSS website or by going to this address:

http://www.cybergrants.com/pls/cybergrants/ao_login.login?x_gm_id=5130&x_proposal_type_id=46428

A. Pre-Proposal Webinar

A Pre-Proposal Webinar will be held on **August 22, 2017, 10:00 a.m. – 11:30 a.m.** Attendance is not mandatory but is advised.

Please register prior to the webinar’s start using this link:
<https://attendee.gotowebinar.com/register/6016611574642596097>

A link to the completed Webinar will be available online at the DFSS website after the time and date listed above for those who cannot attend at the live scheduled time. Please register prior to the Webinar’s start.

B. Contact Person Information

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

For answers to program-related questions please contact:

- **Nikki Garbis-Proutsos:** (312) 743-0178, nikki.garbis_proutsos@cityofchicago.org

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

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

C. Timeline

Proposal Release Date:	August 14, 2017
Pre-Proposal Webinar:	August 22, 2017 10:00 A.M. – 11:30 A.M.
Application Due:	September 5, 2017, 12:00 Noon
Successful Applicants Notified:	September 15, 2017
Program Year Begins:	October 1, 2017

Section 3 - Scope of Services

The Congregate Dining Meal Service Program’s nutrition sites (Golden Diners sites) are located within five (5) regions: Southeast, Southwest, Central/West, Northeast and Northwest. The geographic boundaries are shown in **Attachment #1 (Congregate Program Regional Areas Map)**. A listing of each catered Golden Diners site within each region, the meal serving days, meal serving time, the type of

meal served, the cuisine type and the approximate number of meals to be served daily is in **Attachment #2 (Nutrition Site Location & Serving Information)**.

A. Meal Unit Details

A meal unit consists of the total cost of the specified food, delivery costs to the specified destination at the specified time and the cost of the disposable supplies, eating utensils and serving equipment, cleaning supplies, transport packaging, and other supplies necessary to meet the objectives of the Congregate Meals Program.

All meal types provided must follow the meal pattern developed by the Illinois Department on Aging and conform to the current Dietary Guidelines for Americans. **(See Attachment #3 - Illinois Department on Aging Nutrition Standards)**.

- Coffee (decaf), tea, margarine (when rolls are served) must be offered daily as part of the menu for all meal types.
- Food items such as melons, lettuce, cucumbers, and other similar foods must be pre-cut prior to delivery to the site.
- Dessert is optional, but if provided, it may be used to meet the nutrition standards or exceed the standards.
- Once a month, on the second Thursday, individually decorated cupcakes will be provided with the meal order as part of a monthly birthday celebration for participants at each site. Ethnic on-site meal providers may choose to serve a different dessert in lieu of the cupcakes consistent with cultural preferences.

1. The **Hot Lunch Meal** shall be provided by the congregate meal services provider in accordance with the specified serving days/times and cuisines as outlined in the **Nutrition Site Location and Information list (Attachment #2)**. A separate unit rate price for the cuisines listed in the list shall be part of the proposal.

2. The **Box Lunch Meal (cold)** shall be provided by the congregate meal services provider as a substitute for, or in addition to, the hot meals, as requested. **See sample Box Lunch Menu (Attachment #4)**. All food items must be individually wrapped or packaged to prevent leakage and to maintain freshness. All items must be placed in a box which can be securely closed and must include wrapped napkin, fork, and straw(s). The unit rate for Box Lunch Meals shall be the same as the unit rate for the regular Hot Lunch (or Pre-plated Meals) served at the site.

3. The **Breakfast Meal** shall be provided by the congregate meal services provider as indicated on the **Nutrition Site Location and Information list (Attachment #3)**. The unit rate for Breakfast Meals shall be the same as the unit rate for Hot Lunch meals.

4. The **Breakfast Box Meal** shall be provided by the congregate meal services provider as a substitute for, or in addition to, the regular breakfast meals, as requested. **See sample Breakfast Box Meal Menu (Attachment #4)**. All food items must be individually wrapped or packaged to prevent leakage and to maintain freshness. All items must be placed in a box which can be securely closed and must include wrapped napkin, fork, and straw(s). The unit rate for Breakfast Box Meals shall be the same as the unit rate for Breakfast Meals.

5. The **Pre-Plated Meal** shall be provided by the congregate meal services provider as indicated on the **Nutrition Site Location and Information list (Attachment #2)**. These meals are prepared in bulk and blast chilled and portioned into individual oven and microwave safe containers and then

individually heat sealed with sealing equipment. Cold items such as salads and desserts are also portioned into individual disposable containers. These meals are held in refrigeration until site delivery and then loaded into pre-programmed Vapor ovens which are used to heat these entrees to 160 degrees temperature. All meals are completely sealed and fully cooked. A separate unit rate for the Pre-Plated Meal shall be part of the proposal.

The meal types listed below are to be provided for catered sites as requested by DFSS, or as otherwise indicated in the descriptions below.

6. The **Special Citywide Box Lunch Meal** shall be provided by the congregate meal services provider for special citywide events such as the annual Senior Fest. A sample menu for this meal type is provided in **Attachment #4**. The unit rate for the box lunches must include the following for this meal type:

- On-site refrigeration for the meals delivered for each day of the event.
- Adequate number of staff to remain on site to unload and stage the meals prior to and throughout the event.
- The necessary equipment needed to facilitate the staging and distribution of the lunches at the event (e.g. flatbed equipment or two wheelers).
- Additional meal components to be included beyond the food items required to meet the nutritional standards include the following: a partially frozen 8oz water bottle, 8oz soda beverage, potato chips and cookies.
- A separate unit rate for the Special Citywide Box Lunch Meal shall be part of the proposal.

7. The **Special Holiday Hot Meal** shall be provided by the congregate meal services provider seven (7) or more times a year (or as directed by DFSS) for special holidays celebrations (such as Valentine's Day, St. Patrick's Day, Older Americans Month, Independence Day, Halloween, Christmas, and Thanksgiving). A sample menu for this meal type is provided in **Attachment #4**. The Special Holiday Meals should include entrees or other meal components that are *not* part of the regular cycle menu and include a special dessert (pies, cupcakes or other specialty desert consistent with the holiday theme). During Older Americans Month, a decorated uncut cake will be included with the regular meal for the 21 Senior Center and Satellite Centers as part of a month long celebration. A separate unit for Special Holiday Meals shall be part of the proposal.

8. The **Special Event Hot Meal or Box Meal** shall be provided by the congregate meal services provider as requested by DFSS for special events held at congregate site locations. The meals served may include specialty meals (ethnic or general cuisines) appropriate for the event or celebration theme. Sample menus are in **Attachment #4**.

A separate unit for Special Event Hot Meal or Box Meal shall be part of the proposal.

9. **Special Event Breakfast Meal** shall be provided by the congregate meal services provider as requested by DFSS for special events held at congregate site locations. The meal components should include a variety of breakfast options for special celebrations such as Mother's Day or Father's Day. A sample menu is in **Attachment #4**.

A separate unit rate for Special Event Breakfast Meal shall be part of the proposal.

DFSS reserves the right to add or change meal types as deemed appropriate.

B. Other Goods Required

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

1. Disposable Supplies

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

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

The unit price per meal must also include one of each:

- **Heavy-duty** disposable items listed below, as dictated by the daily menu and the site's order.
 - 1 three section compartmentalized nine inch plate (bulk meal service)*
 - 1 six inch plate*
 - 1 six ounce dessert bowl*
 - 1 eight ounce cup for hot beverage*
 - 1 ten or twelve ounce bowl (as required by the menu for tossed salad and soup)*
 - 1 individual package of sugar or, as ordered by each site
 - 1 individual package of sugar substitute or, as ordered by each site
 - 1 individual package of salt and pepper or, as ordered by each site
 - 1 individual package of low fat coffee creamer or, as ordered by each site
 - 1 half pint carton of skim, 1%, or 2% milk or, any combination thereof as ordered by the site. (One additional milk will be provided for each order for temperature taking).
 - 1 tea bag, as ordered by the site
 - Condiments (amount per meal as detailed in the Meal Serving Guide). Condiments must be prepackaged

*These items must be recycled or have a minimum of 50% recycled content and 20% post-consumer waste.

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

The performance quality of the disposable items shall be subject to approval upon examination of representative samples submitted to DFSS. Non-disposable serving ware (plates and eating utensils) may be used by on site meal providers in lieu of the disposable supplies.

2. Cleaning Products

- **Garbage Bags:** 20"X10" 40", 3 mil-thick, with ties one per site per day, and one additional for every twenty meals ordered that day.
- **Dish Detergent:** One gallon containers, as needed/ordered by site.
- **Vinegar:** One gallon containers, as needed/ordered by site.

C. Food Service Equipment Required

The catered meal services provider shall provide the following equipment for use at each nutrition site. All equipment and supplies may be examined by and be subject to approval by DFSS. Any equipment provided by the meal service provider found to be in need of repair or not appropriate for program use must be promptly repaired or replaced by the meal service provider. Respondents may propose alternative Food Service Equipment in addition to the specified Food Service Equipment, if it is described completely and the proposal includes an extensive explanation for the use of the alternate. Alternate equipment may not be deemed acceptable.

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

D. Season Cycle Menus

There are typically four seasonal cycle menus per calendar year (e.g., winter, spring, summer and fall). Sample cycle menus for Hot Lunch and Breakfast meals that follow the meal pattern are found in **Attachment #4**. Each cycle menu consists of one month of daily menus (for up to seven days per week) which is repeated three times (other menu cycles may also be approved by DFSS). The congregate meal services providers must forward the draft menus to the DFSS Consulting Registered Dietician no later than 45 days before the beginning of the next cycle. The Congregate Meal Services Provider must work with the dieticians to ensure that any changes or recommendations needed to bring the menu into compliance with the nutritional standards as set forth in this RFP are completed in a timely and appropriate manner. Once the menus are approved by the Dietician, the Congregate Meal Services Provider will ensure appropriate distribution to each nutrition site prior to the start of the new menu cycle. The number of menu copies provided should be consistent with number of meals provided.

The congregate meal services provider must prepare each meal in accordance with the approved menus. The Cycle Menus must be prepared in accordance with the Menu Planning Standards Meals (**Attachment #5**) and the Food Specifications for Cycle Menus (**Attachment #6**) as provided by DFSS. DFSS may require the menus to include the calories, fat, and sodium content or other nutritional information as requested by DFSS.

E. Meal Serving Guide & Food Handling Guide

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

F. Meal Orders & Meal Authorizations

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

The Meal Authorizations will be submitted to the on-site congregate meal providers on Tuesday of each week for the following week of service. The number of meals prepared by the onsite agency must not exceed the number of meals authorized unless approved by the DFSS Nutrition Program Staff.

DFSS may require occasional changes to the weekly meal orders or menus (i.e., food substitutions). If this situation occurs, the requested changes will be made by DFSS in accordance with the time schedule for notification below at no additional cost to DFSS.

Meal Type	Changes can be made
Hot Lunch Meals and Breakfast Meals	<i>By noon of the preceding delivery service.</i>
Box Lunch and Breakfast Box Meals	<i>Minimum of 48 hour notice preceding delivery service.</i>
Pre-Plated Meals	<i>Minimum of 48 hour notice preceding delivery service.</i>
Special Holiday Meals	<i>Minimum of 72 hour notice preceding delivery service.</i>
Special Event Hot or Box Lunch Meals	<i>Minimum of 72 hour notice preceding delivery service.</i>
Emergency Box Lunch Meals	<i>Same day or less than 48 hour notice preceding delivery service. This includes but is not limited to unforeseen circumstances or emergencies (e.g., water shut off or other building issue).</i>

Additionally, meals may have to be redirected to a site in close proximity due to unexpected circumstances preventing the site from accepting the meals as ordered. The provider must immediately notify DFSS of the attempted delivery. There will be no additional cost for the meals being redirected to another site as long as the notification is made prior to the meals being returned to the commissary.

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

G. Days of Operation

All nutrition sites will be closed on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Consistent with the Illinois Department on Aging Nutrition Program standards, all onsite meal providers must serve meals a minimum of five days per week.

H. Nutrition Education

No less than twice a year, the Congregate Meal Services Provider is responsible for providing nutrition education materials to seniors participating in the program. The goal is to help promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to

nutrition) information and instruction to participants. The purpose of nutrition education should be to inform individuals about available facts and information that will promote improved food selection, eating habits, nutrition and health-related practices.

Information is obtained from approved websites such as the American Dietician Association and formatted into a senior-friendly flyer or brochure which is disseminated to all nutrition sites including senior centers, satellite centers and community sites.

SERVICE DELIVERY

I. Meal Packaging & Delivery Equipment for Catered Meal Providers

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

- All entrees except stews and casserole types must be delivered in 2" deep stainless steel pans. There shall only be one layer of individual entrée, i.e. chicken, stuffed pepper or breaded patties. The 4"- 6" deep pan shall not be used for these types of entrees.
- Bulk food except entrees as noted above, must be delivered in stainless steel food containers suitable for steam tables and able to fit into 12"x 20" portable steam table openings. Each steam table pan used for hot food must be covered with a proper fitting stainless steel cover.
- All bulk hot food delivered to sites must be first covered with a plastic film wrap followed by foil and lid, then placed into food carriers at the agency's commissary.
- Cold food must be packed in tightly sealed plastic or other appropriate food containers designed to prevent spillage, seepage and leakage. Cold bulk food items, such as puddings, fruits, etc., will be accepted in their original container.
- Milk carriers used to deliver the half-pint cartons of milk shall be of sufficient size and strength and be able to hold the contents securely without crushing during normal handling.
- **HOT FOOD CARRIERS:** Bulk carrier for food service, insulated and sealed to effectively minimize temperature loss, prevent leakage and spilling for pre-plated meal service, quality equivalent to or better than the Cambro brand.
- **COLD FOOD CARRIERS:** Bulk carrier for food service, insulated to minimize temperature loss, quality equivalent to or better than the Cambro brand.
- **ICE PACKS:** Ice packs may need to be used in all cold carriers depending on the type of equipment used to carry food.

J. Delivery Specification & Food Service Staff for Catering Meal Providers

1. Food Delivery

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

The catered meal services providers are responsible for placing the hot food into preheated electric steam tables at the site and the cold food in or adjacent to the refrigerators at the sites in a ready-

to-serve condition. Some hot or cold food carriers may be required to remain at designated sites until after meal service.

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

2. Food Service Staff

The catered meal service providers may be required by DFSS to provide staff for the operation of the nutrition sites, as deemed necessary. This includes recruiting, training and monitoring staff. The respondent will work closely with the DFSS Nutrition Supervisors to ensure proper coordination of the workers' activities as they relate to the Congregate Dining Meal Service Program.

If food service staff is provided, the meal provider will be responsible for the daily operation of the nutrition site which includes, but not limited to the following:

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

The food service staff provided by the caterer will be responsible for the food service and all related paperwork at the nutrition sites to include but not limited to:

- Greeting and welcoming all seniors attending the site.
- Assisting in the registration of all new participants.
- Maintaining daily attendance records of seniors participating in program.
- Collecting client contributions and obtaining weekly money order.
- Verifying and accepting food deliveries.
- Taking and documenting food temperatures.
- Maintaining clean kitchen and dining areas.
- Prepping food (as necessary) and setting up for meal service.
- Serving meals to participants in accordance with DFSS meal serving specifications.
- Reporting and documenting food service problems to DFSS staff.
- Cleaning and sanitizing after meal service (delivery pans, counters, tables).

- Preparing weekly meal orders and adjusting meal orders daily as needed within the appropriate timeframes.
- Completing daily and weekly site reports related to the program using DFSS approved forms and submitting to DFSS Nutrition Supervisors.
- Maintaining inventory of site supplies.
- Assisting seniors in providing information on programs and services offered by DFSS.
- Reporting thefts, accidents or other incidents at the site.
- Training any site volunteers.

K. Program Requirements for On-Site Meal Services Providers

Respondents intending on providing on site meal services must complete the **Application for Program support** and the **Program Accessibility Self-Evaluation** (See Attachments #7a & 7b). Existing onsite meal providers are not required to complete the Program Accessibility Self-Evaluation.

1. Program Eligibility

On site meal service providers must serve the following individuals:

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

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

2. Outreach

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

3. Socialization

Congregate nutrition programs shall provide opportunities to socialize through the site's program activities on a daily basis. Activities may include, but are not limited to: field trips, bingo games, card games, crafts, reading or discussion groups, inter-generational programming, etc. If the provider is operating a restaurant program, efforts must be made to encourage participant interaction. Sample activities may include, but are not limited to, scheduling designated days or hours at the site for activities or hosting speakers or activities in a separate room at the site, if feasible.

4. Participant Registrations

The on-site meal provider must ensure all participants are registered and then re-registered on an annual basis. All new participant registration forms with accompanying photos will be forwarded to the DFSS staff so that an ID for each program participant can be created. **Unregistered participants must be assigned a temporary identification number, as provided by DFSS, for attendance tracking purposes until the individual receives a permanent program identification card.**

A **Participant Registration Form** must be completed for each active participant in the Golden Diners Program. This includes participants who have registered in the past (and have been issued an identification card by DFSS) as well as any new participants who are entirely new to the program. In accordance with Older Americans Act and the Administration on Aging, all active participants must be re-registered ***each fiscal year*** (October through September). Existing participants do not need to obtain a new DFSS identification card unless the card is lost, stolen or damaged.

As part of the registration process, nutrition screening, race, poverty levels, and number of people living in household is also required by the Illinois Department on Aging (IDOA), and is requested via the **Participant Registration Form**.

5. Emergency Plan

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

6. Collection of Voluntary Contributions

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

The on-site meal provider must develop specific written procedures for collection, handling, and counting cash donations. Congregate contributions must be kept in a secure location. The on-site meal provider must provide a locked box for participant contributions at each site and assume responsibility for the safekeeping of the daily cash contributions as collected from the program participants.

The delegate agency that is selected to provide meals as an on-site agency will ensure that the voluntary client contributions are collected, reconciled and subtracted from each monthly invoice submitted to DFSS.

To support the collection process provided above the Federal Register/Vol. 53 No.169/Wednesday, August 31, 1988/Rules and Regulations 33773 addresses collections of service contributions by service providers as follows:

Service Contributions. *For services rendered with funding under the Older Americans Act the area agency on aging shall assure that each service provider shall: Establish appropriate procedures to safeguard and account for all contributions and each service provider shall use nutrition contributions to expand nutrition services.*

In addition Section 1100 Grants Administration 11-23 of the Illinois Department on Aging Policy and Procedural Manual requires that:

All program income earned under Title III, must stay with the provider who earns it and must be used only for services allowable under the part which it was earned. All program income must be expended within one (1) year following the end of the fiscal year in which it was earned.

The City of Chicago, as well as state and federal program authorities, will randomly inspect the premises of the Congregate Provider to ensure compliance with the project income collection process during its contract term.

7. Reports

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

8. Food Service Staff

Staff responsible for the food service which includes preparing, serving, cleaning, and all related program paperwork and reports may be paid using funds from this anticipated contract. Hospitality Workers charged to this program, if any, will be reimbursed at the unit rate of \$10.00 an hour (or \$800.00 a month). An hour of work time in the Congregate Nutrition program for the agency's employees will be defined as one unit of service. Agency staff reimbursed by DFSS will work and be paid for not more than **80 hours** of work per month.

L. Additional Information & Requirements

1. Requirement & Standards for Quality Control

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

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

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

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

2. Invoices & Record Keeping

Record Keeping and Invoices - Catered Meals Provider

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

a. Daily Delivery Receipts:

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

b. Weekly Summary Invoice:

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

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

Record Keeping and Invoices for On-site Meal Providers

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

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

3. Personnel Requirements

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

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

4. Meetings

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

5. Technology Requirements

The Respondent must have a PC/laptop with a valid email account to which communication receiving and sending is appropriate. The Respondent must also have a working fax machine to be able to receive and send faxes.

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

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

6. Good Food Purchasing Policy (GFPP)

The purpose of the policy is to make Good Food (defined as “food that is healthy, affordable, fair, and sustainable”) more widely available to all communities in order to promote healthier eating habits, support our local economy, and create more well-paying jobs along the food supply chain. The Good Food Purchasing Standards (Standards) emphasize five values: Local Economies, Environmental Sustainability, Valued Workforce, Animal Welfare, and Nutrition

Although the Respondent will not need to follow the GFPP, congregate meal services providers will need to record and report their purchases using the standard GFPP excel spreadsheet for some representative period of time (3-4 months throughout the year).

M. Fiscal and Administrative Capacity

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

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

N. Performance Goals

Awarded Respondents will be responsible for tracking and reporting on both outcome (quality/impact) and output (quantity/efficiency) indicators. DFSS expects that contracts awarded for the [insert program title] will serve the targeted population(s) and result in the following performance measures:

- 70 % or more of the seniors indicate that they receive quality meals.
- 70% or more of the seniors indicate that their nutritional needs are being met by participating in the program.
- A minimum average of 30 seniors per day will be maintained in the program for on-site meal providers.

Additionally, awarded respondents’ performance will be tracked in the following areas:

- Food service issues (shortages, redeliveries, unauthorized substitutions),
- Timeliness of submission of quarterly menus and laboratory analysis from submitted food samples will also be tracked.
- Response to food service issues or concerns.

O. Client Data and Performance Reporting Requirements

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

Section 4 - Evaluation and Selection Procedures

A. Evaluation Process

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

Failure to submit a complete proposal and/or to respond fully to all requirements may cause the proposal to be deemed unresponsive and, therefore, subject to rejection. The Commissioner upon review of recommended agency or agencies 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 and provided in a linguistically and culturally appropriate manner.

B. General Selection Criteria

The Proposals will be evaluated on the Respondent’s ability as defined in this RFP. The following criteria will be used in evaluating all proposals:

Points	Criteria
25	Previous Program Experience <ul style="list-style-type: none"> • Demonstrated knowledge of food service provision for older Americans as

	<p>evidenced by a complex understanding of the use of data and/or descriptions of previous or current operation of programs of a similar nature to make program decisions.</p> <ul style="list-style-type: none"> • Professional qualifications and specialized experience of Respondent on projects of similar scope and magnitude, preferably with large organizations or government entities similar to the city of Chicago. • Qualifications and experience of key personnel on the project including resumes, licenses, training certificates, and their demonstrated management abilities. • Past and/or current performance and experience of the key personnel on other projects or programs of similar scope and magnitude. • Familiarity with federally funded program reporting and regulations.
35	<p>Program Design and Administration</p> <ul style="list-style-type: none"> • Quality of program and administrative design specifically tailored to the stated goals of the program. • Expertise and ability of the Respondent to address the required key elements of the proposed program model and fulfill the required program outcomes. • Capacity of the Respondent to provide the requested services as including the condition and quality of the food, overall condition of the food preparation facility, number delivery vehicles, catering equipment and supplies, storage facilities, and meal packaging materials. • Ability of the Respondent to provide quality control as demonstrated by health, sanitation and safety standards provided at the food preparation facility and its staff • Ability to address food service problems and complaints, agency staff training, staffing of the agency and for program, and monitoring policies and procedures • Quality of the Respondents proposed backup plan and ability of the Respondent to address extenuating circumstances, such as weather emergencies, employee absence, power failure, equipment or delivery truck break downs.
25	<p>Administrative/Fiscal Capacity</p> <ul style="list-style-type: none"> • Demonstrated resources and expertise to assume and meet all administrative and fiscal requirements. This includes the Respondent’s fiscal (i.e., financial management systems), IT infrastructure/technology, management, administrative and staff capabilities. • Overall fiscal soundness, as evidenced by the financial history and record of the organization, as well as audited financial statements (or the equivalent) from recent program years. All respondents must be current on all prior financial or contractual obligations with the City, is not delinquent on any taxes and has no past, current or anticipated legal judgments resulting from any contract matters. • Demonstrated sufficient financial resources and expertise to manage start-up expenses, sustaining payment delays, overcoming poor fiscal management decisions (audit report or financial statements, and proposed meal price break downs based on average costs). • Demonstrated fiscal and administrative capacity. For current DFSS providers, DFSS will consider all DFSS program and fiscal monitoring reports, as well as expenditure reports indicating agency’s ability to expend funds in a timely manner.
15	<p>Budget</p> <ul style="list-style-type: none"> • Ability to meet the program match requirement. • The budget aligns with the program activities and outcomes.

	<ul style="list-style-type: none"> • The budget demonstrates that costs are reasonable and can support the program’s operations.
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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.

Section 5 - Legal and Submittal Requirements

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

A. City of Chicago Economic Disclosure Statement (EDS)

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

<p>More information about the on-line EDS system can be found at: https://webapps.cityofchicago.org/EDSWeb/appmanager/OnlineEDS/desktop</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. Funding Authority

This initiative is administered by the Department of Family and Support Services using the Older American Act funds. Consequently, all guidelines and requirements of the Department of Family and Support Services and the City of Chicago and the U.S. Department of Health and Human Services must be met. Additionally all delegate agencies must comply with the Single Audit Act if applicable.

E. Insurance Requirements

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

i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, sexual abuse and molestation (with emotional distress as the trigger) and contractual liability (not to include Endorsement CG 21 39 or equivalent).

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

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

iii) Directors and Officers Liability

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

iv) Additional Requirements

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

The Provider must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

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

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

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

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

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

If the Provider maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

The Provider must require all subcontractors to provide the insurance required herein, or Provider may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Provider unless otherwise specified in this Agreement. Provider must ensure that the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors. Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

F. Indemnity

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

G. False Statements

i. 1-21-010 False Statements.

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

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

ii. 1-21-020 Aiding and Abetting.

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

iii. 1-21-030 Enforcement.

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

H. Compliance with Laws, Statutes, Ordinances and Executive Orders

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

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

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

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

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

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

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

v. Compliance with Federal, State of Illinois and City of Chicago regulations, ordinances, policies, procedures, rules, executive orders and requirements, including Disclosure of Ownership Interests Ordinance (Chapter 2-154 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.