REQUEST FOR PROPOSALS (RFP) FOR

ENHANCED NEIGHBORHOOD CLEAN-UP PROGRAM

Gang Related Violence Reduction Model

APRIL 29, 2013

CITY OF CHICAGO DEPARTMENT OF FAMILY AND SUPPORT SERVICES

RESPONSES MUST BE RECEIVED NO LATER THAN Friday, May 17, 2013 At 4:30 P.M. CST

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

Enhanced Neighborhood Clean-Up Program
Name and Address of the Respondent

Responses should be addressed and returned to:

John Pfeiffer, First Deputy Commissioner Department of Family and Support Services 1615 W. Chicago Ave, 2nd Floor Chicago, IL 60622

The outside of the envelope or package must clearly indicate the title of this RFP, the name and address of the Respondent and the date and time the proposal is submitted. Additionally, please e-mail an exact and complete scanned copy of your proposal, budget and ALL attachments to: Christina.Beighe-Byrne@cityofchicago.org by May 16, 2013, 4:30 p.m. Both the paper original and e-mailed copies are required for the submission to be considered complete.

DFSS will host a Pre-proposal Conference:
Monday, May 6, 2013
9:30 a.m. to 11:00 a.m.
At the

Chicago Department of Family and Support Services 1615 W. Chicago Ave., 1st Fl. Conference Room

Rahm Emanuel MAYOR



Evelyn Diaz COMMISSIONER

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1. Invitation

A. Purpose of the RFP and Project Overview

The Chicago Department of Family & Support Services (DFSS), in partnership with the Chicago Department of Streets & Sanitation (DSS), the Chicago Police Department (CPD), and the Illinois Criminal Justice Information Authority (ICJIA), propose to launch a 7-month work program for former offenders and a limited number of Violence Reduction Strategy (VRS) participants that will combine elements of a transitional jobs program with intensive support and therapeutic services. The overarching goal of this program is to reduce violent crime in targeted police districts.

DFSS and DSS have partnered for the past several years to offer a short-term work program for the formerly incarcerated. The program, called the Neighborhood Clean-up Program, has been operated by two contractor organizations that specialized in recruiting, training, and overseeing work crews comprised of former offenders. The organizations served as the employer of record for the participants and were responsible for performing and supervising outdoor sanitation-related work at the direction of DSS.

The Enhanced Neighborhood Clean-Up program is an intensive support, transitional jobs program that aims to build upon the success of the Neighborhood Clean-Up Program and evaluate its potential.

The Enhanced Neighborhood Clean-Up program will have two cohorts of participants, with a total program population of up to 110 former offenders. The cohorts will be divided into a larger cohort of about 70 participants and a smaller cohort of about 40 participants. Overall the program will engage, train and employ former offenders and offer job training and other supports. Participants in the smaller cohort will also be assigned a lead mentor, attend a special two-week orientation and receive two hours of Cognitive Behavioral Therapy (CBT) per week delivered by a qualified provider with specific experience delivering CBT to this population. Participants of this smaller cohort (hereafter "VRS participants") will be recruited from the Chicago Police Department's Violence Reduction Strategy (VRS) call-in sessions held periodically in Chicago's high crime police districts.

While in the program, all participants will become knowledgeable about operating gas powered weed wackers; mowers; hand saws; pruners; lopers; edgers; deweeding devices and picks, and they will acquire worker safety skills that are compliant with current Occupational Safety and Health Administration (OSHA) Standards. Participants will gain work experience and job training through projects directed by the Chicago Department of Streets and Sanitation. The work of the program involves non-service alley vegetation control, debris removal in non-service alleys, vacant lots and commercial strip cleaning.

DFSS plans to contract with two organizations with prior experience recruiting, training, and overseeing work crews comprised of former offenders. DFSS expects program innovation and requires that the Respondent(s) provide close management and execution of work services projects, successful leveraging of relationships and resources to provide support services and the ability to work closely with CBT providers as well as DFSS and other partner departments. This program will be evaluated by a third party, university-based evaluator. Successful respondents will be required to work closely with university researchers to achieve the goals of the evaluation. Additionally, successful respondents will be required to engage and employ the VRS participants referred to them.

The selected Respondent(s) will provide participants with a job-readiness program designed to provide the skills and knowledge necessary to meet the demands of the transitional jobs program. The Respondent will also provide intensive one-on-one support for participants to resolve barriers to longer-term employment. In addition to work experience, the Respondent(s) must also provide professional development services to the participants. Professional development services may include workshops on problem solving, communication skills, workplace literacy, financial literacy and job interview training and coordinate the CBT portion of the program. Successful Respondents will be able to demonstrate a 15% match for services for this program.

B. Background

The Department of Family and Support Services was created out of several former city departments and offices, including the Departments of Children and Youth Services, Human Services, and Senior Services, the Mayor's Office of Domestic Violence and parts of the Mayor's Office of Workforce Development, and the Ten Year Plan to End Homelessness, in order to provide more coordinated services for the city's most vulnerable citizens. The mission of DFSS is as follows:

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

The department provides services for seniors, victims of domestic violence, exoffenders, children and youth. This program will be housed in DFSS's Workforce Services Division.

For further information about these and the other opportunities offered through the Department of Family and Support Services, please visit the DFSS website:

www.cityofchicago.org/fss

C. Anticipated Term of Contract and Funding Source

The term of contracts executed under this RFP will be from June 1, 2013 to December 31, 2013. This initiative is administered by the Department of Family and Support Services through funding received from the City of Chicago and the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority using ARRA funds which must be expended by September 30, 2013. Selected Respondents will be required to comply with all laws, regulations, policies and procedures imposed by funding sources which include City of Chicago, State and Federal sources. Additionally, all selected Respondents must comply with the Single Audit Act if applicable.

A delegate agency agreement award will be made for an initial seven (7) month period, with the option to renew for up to two periods, each not exceed one year for a total grant term of 31 months. Grant renewals are reviewed at the end of each term and conditional upon performance.

D. Eligible Respondents

This is a competitive process open to all entities: non-profits, for-profits, faithbased, private and public. However, for-profits are prohibited from adding a profit line in their budget requests.

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

2. RFP and Submission Information

A. Proposal Deadline and Submittal Procedures

Please send one original and one copy by 4:30 P.M. on Friday, May 17, 2013

John Pfeiffer
First Deputy Commissioner
Department of Family and Support Services
1615 W. Chicago Ave. 2nd Fl.
Chicago, IL 60622

The outside of the envelope or package must clearly indicate the title of this RFP, the name and address of the Respondent and the date and time the proposal is submitted. Additionally, please e-mail an exact and complete scanned copy of your proposal, budget and ALL attachments to: Christina.Beighe-

Byrne@cityofchicago.org by May 17, 2013, 4:30 p.m. Both the paper original and e-mailed copies are required for the submission to be considered complete.

Proposals will be accepted prior to the due date, from 9:00 a.m. to 4:00 p.m. Monday – Friday at the same location. All proposals must be complete. Incomplete proposals may not be reviewed. In-person or bonded messenger delivery of proposals is encouraged. Time stamped receipts will be issued as proof of timely submittal.

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

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

B. Pre-Proposal Conference

A Pre-Proposal conference will be held on **May 6, 2013 9:30 a.m. – 11:00 a.m.** at the Department of Family and Support Services, 1615 W. Chicago Ave. in the 1st Fl. Conference Room. Attendance at this conference is not mandatory but is highly advised. No RSVP is required.

To request reasonable accommodation for the pre-submittal conference, please contact, Olga Rivera at olga.rivera@cityofchicago.org Requests for accommodations will be accepted up to 48 hours prior to the event.

C. Format of the Proposal

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

In addition to the requested information stated in the accompanying application and budget files (constituting the narrative and budget portions of the proposal), Respondents must supply the following additional information in their response to this RFP identified in the list below. The proposal should consist of the following items, in this order:

- 1. A proposal cover sheet signed by an authorized representative of the Respondent's organization (found in the accompanying application packet).
- 2. Written response, supporting documentation and required attachments (if any) to questions (found in the accompanying application packet).
- 3. An itemized budget request developed using the guidelines and budget forms (found in the accompanying application packet/files).

- 4. A System for Award Management (SAM) number. For information on how to obtain a SAM number for your organization, please refer to the following website: https://www.sam.gov/portal/public/SAM/
- 5. Proof of 501(c) (3) Good Standing from the IRS (for non-profits only). This can be accomplished by filling out the following form and printing the result for inclusion in your application packet.

http://apps.irs.gov/app/eos/mainSearch.do?mainSearchChoice=pub78&dispatch Method=selectSearch

- 6. Copy of Official Articles of Incorporation.
- 7. A copy of the Respondent's most recent fiscal audit report.
- 8. Certificate of Insurance
- 9. A Certificate of Good Standing from the Illinois Secretary of State's Office.
- 10. A Certificate of Economic Disclosure will be required for all awarded contracts but is **not** required at the time of submission.

D. E-Mail Submissions

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

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

E. Contact Person Information

Respondents are strongly encouraged to submit all questions and comments related to the RFP via e-mail. Please direct any questions to the appropriate liaison. For answers to program-related questions please contact the following person:

Christy Beighe-Byrne: christina.beighe-byrne@cityofchicago.org

All other questions regarding the administrative aspects of this RFP may be directed to: Julia Talbot, <u>italbot@cityofchicago.org</u>.

F. Timeline

This is the anticipated timeline for the Enhanced Neighborhood Clean Up Program.

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eleased	April 29, 2013	

Pre-proposal Conference	May 6 , 2013
RFP Due	May 17, 2013
: Program Start Date	June 1, 2013

3. Scope of Services

A. Program Overview

The "Enhanced Neighborhood Clean-up Program" will employ up to 110 former offenders, 70 "traditional" participants and up to 40 participants of the Chicago Police Department's Violence Reduction Strategy (VRS) component.

All participants will be divided into up to 10 work crews to perform outdoor work on behalf of the Department of Streets and Sanitation (DSS) starting June 3, 2013 through December 31, 2013.

The transitional job opportunities targeted for this program will involve non-service alley vegetation control, debris removal in non-service alleys, vacant lots and commercial strip cleaning. Participants will become knowledgeable in operating gas powered weed wackers; mowers; hand saws; pruners; lopers; edgers; de-weeding devices and picks, and they will acquire worker safety skills that are compliant with current OSHA Standards. In addition, training shall be provided in proper pruning techniques before being allowed to trim vegetation and trees. This training will enhance participants' entrance into maintenance and landscaping careers.

It is anticipated that participants may cycle in and out of the transitional jobs program and into longer-term full time, unsubsidized employment. The goal of the program is to provide participants with real work-related skills as well as provide job training that will assist the participants in obtaining full-time permanent employment.

DSS will dispatch work crews on a daily basis to perform work in Chicago's neighborhoods and downtown locations. Participants enrolled in this program must be paid at least \$8.25 per hour for their time worked and class/job training activities attended. Participants will not be paid to participate in Cognitive Behavioral Therapy (if enrolled) or other support services.

Crews will work either weekdays only or weekday/weekend. There will be eight weekday only crews and two weekday/weekend crews. Work crews work six hours per day, five days per week. A typical work day/week is outlined below:

Time (est.)	Traditional Participants	VRS Participants
8:00 – 12:00	DSS Project Work	DSS Project Work

12:00 – 1:00	Lunch	Lunch
1:00 – 3:00	Job Training/Class	Job Training/Class
3:00-5:00		Cognitive Behavioral Therapy (unpaid) once a week for two hours.

Additionally, all VRS participants will engage in a cognitive behavioral therapy group for two hours per week at a ratio of 10 participants to 1 instructor. Respondents are encouraged to partner with an experienced cognitive behavioral therapy provider to lead the VRS groups. VRS participants will also be assigned to a lead mentor (ratio of 5 participants to 1 mentor) who will make sure the participant is meeting his work obligations and addressing other obstacles and issues that contribute to his well-being, safety, stability, and responsibilities to others.

B. Social Service Program Component

The Enhanced Neighborhood Clean Up program will consist of two cohorts of participants. Up to 70 "traditional" participants will work in work crews and receive vocational and supportive services. Up to 40 Violence Reduction Strategy (VRS) participants will receive all of the above plus a mentor, a two week orientation, and an additional two hours weekly of Cognitive Behavioral Therapy.

Participant Recruitment

Recruitment for the two cohorts will be different. VRS participants will be screened and referred to the successful respondent organizations by DFSS and/or its partner agencies. Successful respondents are required to accept VRS participants who have been referred to them.

"Traditional" participants will be recruited by the respondent organizations. These participants may be recruited via work with parole offices, work release centers and other community-based organizations who serve the recently released. Participants must have a criminal record and be currently un- or under-employed. *Participants must be City of Chicago residents.*

Assessment

Respondent(s) must institute program services that begin with an initial screening and drug testing, followed by a review of program requirements. Participants testing positively for drugs and/or alcohol use may not participate on a work services project. Respondents are expected to connect those who fail drug testing to appropriate drug treatment and intervention services. Individuals who complete drug treatment programs may return for acceptance to the program. Respondents must re-test individuals who failed their initial drug test and subsequently complete drug treatment programs to confirm that the individuals

test negatively for drugs **before** allowing participation on any work services project.

In addition, Respondent(s) should assess participants in the areas of academic skills, vocational skill development, employment experience, and vocational goals and interests as well as their level of motivation, punctuality/attendance, ability to accept supervision and their coach-ability. Respondent(s) should use the assessment to assist the participants in their development of both short-term employment goals and long-range career plans.

On-the-Job Supervision

Respondent(s) will place participants on work crews and will designate a peer supervisor or job coach to provide immediate on-the-job instruction of work skills and habits to participants. Full time supervision by Respondent(s) while participants complete work services projects is critical. In addition to providing instruction and supervision, the supervisor must ensure successful execution and completion of the work services projects.

Case Management

Respondent(s) will assign a case manager to each participant. This case manager will provide vocational counseling, arrange for supportive services, and monitor participant progress toward the obtainment of more long-term competitive employment. Depending on the size of the grant and structure, the case manager may also be a job coach supervisor.

The Respondent must provide intensive case management, job search and job readiness training, job placement; follow up service and tracking at 30, 60 and 90-day intervals. Intensive case management includes, but is not limited to the following:

- Frequent contact and monitoring of participants' progress
- Timely assessment, intervention and referrals as appropriate, for identified issues and barriers to program participation and employment
- Regular and timely contact with the referring case manager regarding participants' participation and progress
- Maintaining detailed participant case files including: participant attendance records; payroll records; assessment results used for barrier identification/removal; completed resume; current status of participant in program; employment verification; and work progression plan, as applicable, detailing participation requirements and expected goals of the participant in the program.

Supportive Services

The Respondent(s) will provide participants with public transit passes to and from the work assignment for a minimum but not limited to the first two weeks of the program, retrieval of identification documents, and work related uniforms or equipment.

Job Seeking Skills Training

The Respondent will train participants on skills such as, but not limited to: interviewing, resume writing, application writing and job search strategies.

Job Placement Assistance

The Respondent is responsible for assisting participants in securing unsubsidized employment beyond their transition job. Respondents will be responsible for providing multiple unsubsidized job placements for participants as needed during the program period.

Post-Employment Follow Up

Ongoing follow up with the participants will be provided by the Respondent to ensure successful re-integration into the community and retention of stable employment.

C. VRS Component

As stated a smaller cohort of participants will be enrolled in the VRS portion of this program. This cohort will receive all of the services described above in addition to the following:

Two Week Orientation

VRS participants will attend a two week orientation and screening prior to the start of the Enhanced Neighborhood Clean-Up program. During this time participants will be further screened to determine their suitability for the program and prepared rigorously for the demands of their new work and training schedule.

Lead Mentors

VRS participants will be assigned to a lead mentor (ratio of 5 participants to 1 mentor) who will make sure the participant is meeting his work obligations and addressing other obstacles and issues that contribute to his well-being, safety, stability, and responsibilities to others. Respondents are encouraged to partner with organizations with experience addressing fatherhood issues, debt remediation, housing, and other services that seek to stabilize the ex-offender, his family, and ultimately his community.

Cognitive Behavioral Therapy

All VRS participants will attend two hours of CBT weekly as delivered by a qualified provider with specific experience delivering CBT to this population. The Respondent will coordinate with the CBT provider to make sure that all participants are enrolled in CBT and attended sessions regularly. Respondents are encouraged to partner with an experienced CBT provider accustomed to

working with the re-entry population. It is desired that mentors and CBT instructors address issues of integrity, fatherhood, accountability, visionary goal setting, conflict management, self-control, and respect for womanhood, among other areas.

D. ARRA Reporting Requirements

The reporting elements and requirements listed here mandated by this RFP's ARRA funding. Under the requirements of this funding, DFSS and the awarded Respondent will gather the following required data elements, listed below to be included as part of a report to the ARRA funding agency.

The Respondent agrees to electronically submit the below listed data elements, in a report of the ICJIA's design, no later than five (5) days after the end of each month. This report will contain the following information"

A detailed list of all projects and activities in which funds were either expended or obligated and the details shall include:

- A. The name of the project or activity;
- B. A description of the activity;
- C. An evaluation of the completion status of the project or activity, and;
- D. An estimate of the number of jobs created and/or jobs retained by the project or activity.

E. Work Service Program Component

Cooperating City Department(s): Department of Streets and Sanitation (DSS)

Brief General Description

The Enhanced Neighborhood Clean-Up Program is a seven-month work and jobtraining program that involves non-service alley vegetation control, debris removal in non-service alleys, vacant lots and commercial strip cleaning. Participants will become knowledgeable in operating weed wackers; mowers; hand saws; pruners; lopers; edgers; de-weeding devices and picks, and they will acquire worker safety skills that are compliant with current OSHA Standards. In addition, training shall be provided by the City's Bureau of Forestry in proper pruning techniques before being allowed to trim vegetation and trees. This training will enhance participants' entrance into maintenance and landscaping careers.

Estimated total hours of work: 66,000 hours (20 hr. per wk x 30 weeks x 110 participants)

Minimum hourly rate per participant: \$8.25

Estimated hours work per week: 20 hours

Work crew configuration: 10 participants and 1 supervisor for a total of 11 participants per crew. We anticipate 10 work crews over seven months (approximately 30 weeks). Note: Approximately four of the 10 people on the work crew will be VRS Participants.

Estimated participants served: 110

Program Period: June 1, 2013 to December 31, 2013

Equipment Requirements:

Brooms, rakes, shovels, bags, mowers, pruners, lopers, edgers, de-weeding devices, picks, etc.

Skill Requirements:

Participants must have knowledge of worker safety skills that are compliant with current OSHA Standards. Crew personnel shall be directly supervised by the Respondent.

Specifications and Responsibilities:

a. Exterior Grounds Maintenance

- Respondent will be required to provide tools, garbage bags and transportation to participants performing the work. Lots to be serviced will be provided daily by DSS, Bureau of Street Operations. A detailed list of the work completed shall be provided to DSS at the close of business daily.
- Respondent is responsible and liable for the actions of the crews under his direction. Work performed, which is not under the jurisdiction of the City of Chicago, is **not** authorized.
- Patrol entire area for any litter or debris on lot. Collect all litter in bags and pile larger objects in one (small areas) or several (large areas) piles making available to be removed.
- Inspect and report any problems other than litter (i.e. abandoned vehicles, large fly dumps that cannot be removed by hand, high weeds, graffiti on billboards or adjacent buildings).
- Arrange and assist all removal operations of debris piles with DSS Ward Superintendents who will provide refuse truck upon completion of clean up efforts.
- Will perform snow removal per requested.

 Sweep all sidewalks and curb areas surrounding property to remove any fine debris generated during clean up.

b. Tree Pit Maintenance

- Lift Tree Grates exposing area underneath to be cleaned, cut, and remove high growing weeds.
- Rake all debris from area or use shovel-scraping area to gather small items including cigarette butts. Bag all debris and prepare for pick up from Refuse Collection Crew.
- Replace wood chips in depressed areas leveling as close to top surface as possible. (DSS will provide wood chips).

c. Trimming New Tree Plantings

- Trimming shall consist of trimming all branches and suckers below 6 feet high and trimming shall be of a flush cut type.
- Tools shall be provided by the Selected Respondent and shall be of a non-power nature (i.e. hand pruners, pull saws and loppers)
- Debris removal: Respondent shall remove all branches and tree debris from work site, raking where necessary.
- Training- 1-day minimum of training shall be provided by the Bureau of Forestry and workers must demonstrate their knowledge of proper pruning techniques before being allowed to trim. Furthermore, workers will be required to have additional training as necessary until they can effectively trim trees.
- All travel to and from and during work shall be provided by the Respondent.
- Proper insurance and bonding are required by the vendor.
- Work locations shall be provided by DSS.
- Oversight of the project shall be performed by DSS.
- All proper safety gear shall be provided by the vendor.
- All work crewmembers must wear proper identification at all times.
- City of Chicago reserves the right to dismiss any Respondent or work crew member of said Respondent for non-performance.

 Respondent required to carry a tree-trimming permit at all times while trimming.

d. Communications

- Respondent must provide a mechanism for DSS representatives to maintain continuous communication with the respondent's field supervisor(s) at no additional cost to the City. The respondent must provide cellular phone numbers for this purpose.
- Respondent shall have communication abilities with the field crews at all times.
- DSS shall have availability to the above communication at all times.

e. Submittals

The Respondent will provide the following information to DSS upon Grant award:

- A Pre-arranged Route Sheet listing the order that sites will be serviced.
 The Route Sheet must be approved by the Commissioner of DSS and may be revised at the direction of DSS.
- A list of equipment to be utilized in the performance of the tasks listed above upon Grant award.
- Names and cell phone numbers of designated supervisors.

4. Evaluation and Selection Procedures

A. Evaluation Process

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

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

Selections will not be final until the City and the Applicant 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 Applicant in anticipation of a fully executed contract.

Failure to submit a complete proposal and/or to responds fully to all requirements may cause the proposal to be deemed unresponsive and, therefore, subject to rejection.

B. Evaluation Criteria

Each application will be evaluated on the strengths of the application and the responsiveness to the selection criteria outlined below. DFSS reserves the right to consult with other city departments or public or private funders during the evaluation process. Additionally, DFSS will consider geographic location and availability of services in final funding decisions.

Potential grantees <u>must be ready to proceed</u> with commencing the grant in the time frame outlined below.

The following criteria will be used in evaluating all applications.

1. Previous Programmatic Experience

- Respondent should demonstrate knowledge of serving ex-offenders as evidenced by previous or current operation of a successful program of a similar nature.
- Provide evidence of financial, physical, and human resources leverage in the community. Also provide any collaborations or partnerships with other public and private agencies related to your program design and objectives (Examples: referral system, linkage agreements, neighborhood coalitions or partnerships with Chicago Department of Streets and Sanitation).

2. Administrative/Fiscal Capacity and Experience

- Respondent will demonstrate the resources and expertise to assume and meet all administrative and fiscal requirements. This includes the Respondent's fiscal (including financial management systems), technological, management, administrative and staff capabilities.
- Overall fiscal soundness, as evidenced by the financial history and record
 of the organization, as well as audited financial statements (or the
 equivalent) from the most recent program year. All Respondents must be
 current on all prior financial or contractual obligations with the City. All
 Respondents must be able to prove that there are no outstanding liens or
 taxes owed to City, State or IRS.
- Evidence of other (non-City) financial support and/or fundraising accomplishments for the organization.

3. Program Design and Administration

- Respondent will demonstrate program and administrative plans specifically tailored to the goals of the program.
- Proposals will be rated based on the criteria and considerations listed in this RFP for the Neighborhood Clean-Up program model. System level

considerations (such as geographic location, need to target underserved populations, etc.) may be taken into account in final ratings and funding decisions. The selection process will also consider how all programs fit together.

4. Cost Effectiveness

 Applicants will demonstrate that their proposed program is cost effective and that each proposed cost can be justified as both necessary and reasonable to the program's operation. Successful proposals will contain their administrative costs to 10 percent or less of their total programmatic costs.

C. Additional Evaluation Criteria

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

- Agency's program experience and capacity, including experience serving ex-offenders, providing mentoring and placing them in transitional job programs.
- Agency's cost per client served. Proposals will be evaluated based on their proposed budget request and the number of clients to be served and their estimated cost per client for subsequent term.
- Demonstrated experience in working with Cognitive Behavioral Therapy.
- Agency's 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.
- Substantially leverage other non-DFSS public and private funding sources by providing a cash or in-kind match of 10% or more for operations (only) - Supplement the match figure here.
- Agency's program implementation, scope, and outcomes. The Respondent's program design must be consistent with the Neighborhood Clean-Up Program Model described in this RFP. Proposals will be evaluated on the expertise and ability of the agency to address the required key elements of the proposed program model and fulfill the required program outcomes. The agency must demonstrate an evaluation strategy that is feasible and can reasonably measure program impact. Proposals will be evaluated based on the Respondent's prior performance for the Neighborhood Clean Up Program being implemented. Prior performance be evaluated based on the Respondents' narrative response to this Application as well as review of programs' prior performance (based on DFSS quarterly reports).
- Agency's proposed staffing. Proposals will be evaluated on the extent to which the Respondent demonstrates staffing patterns necessary to operate the program in accordance with the Neighborhood Clean Up Program Model design and outcomes.

- Service coordination and integration. Respondents must demonstrate their capacity to locate and leverage partners on an on-going basis. Proposals will be evaluated on the extent to which the Respondent has linkage agreements and partnerships with providers of the following services: Case Management; Employment Training, Placement, and Retention.
- Demonstrated experience working collaboratively with other organizations (including City Departments).
- Linkages to support service providers.

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.

5. Legal and Submittal Requirements

A. City of Chicago Economic Disclosure Statement (EDS)

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

B. Disclosure of Litigation and Economic Issues

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

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

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

C. Grant Agreement Obligations

By entering into this grant agreement with the City, the Respondent is obliged to accept and implement any recommended technical assistance. The grant agreement will describe the payment methodology. Payment will be conditioned on the Respondent's performance in accordance with the terms of its grant agreement.

D. Funding Authority

This initiative is administered by the Department of Family and Support Services through funding received from the City of Chicago and the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority using ARRA funds which must be expended by September 30, 2013. Selected Respondents will be required to comply with all laws, regulations, policies and procedures imposed by funding sources which include City of Chicago, State and Federal sources. Additionally, all selected Respondents must comply with the Single Audit Act if applicable.

E. Insurance Requirements

Respondent must provide and maintain at Respondent's own expense, during the term of the Agreement and any time period following expiration if Respondent is required to return and perform any of the work, Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

INSURANCE TO BE PROVIDED

- 1) Workers Compensation and Employers Liability
 Workers Compensation Insurance, as prescribed by applicable law
 covering all employees who are to provide work under this Agreement and
 Employers Liability coverage with limits of not less than \$500,000 each
 accident, illness or disease.
- 2) <u>Commercial General Liability</u> (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, explosion, collapse, underground, separation of insureds, independent contractors, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

Subcontractors and Consultants performing work or Services for the Respondent must maintain limits of not less than \$1,000,000 with the same terms in this Agreement.

3) <u>Automobile Liability</u> (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Respondent must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Professional Liability

When any project management professionals, training professionals, therapy professionals/therapists, case managers and other professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work or Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Property

The Respondent is responsible for all loss or damage to City property at full replacement cost.

The Respondent is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Respondent.

ADDITIONAL REQUIREMENTS

The Respondent must furnish the City of Chicago, Department of Family and Support Services, 1615 West Chicago Avenue, 3rd Floor, 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. The Respondent must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent 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 Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Respondent is not a waiver by the City of any requirements for the Respondent to obtain and maintain the specified coverages. Respondent must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Respondent of the obligation to provide insurance as 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 Respondent 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 Respondent.

Respondent 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 Respondent in no way limit the Respondent'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 the Respondent under the 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 Respondent is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Respondent must require all Subcontractors to provide the insurance required in this Agreement, or Respondent may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Respondent unless otherwise specified in this Agreement.

If Respondent or Subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision 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

1. 1-21-010 False Statements

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

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

1-21-020 Aiding and Abetting.

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

3. 1-21-030 Enforcement.

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

H. Compliance with Laws, Statutes, Ordinances and Executive Orders
Grant awards will not be final until the City and the respondent have fully
negotiated and executed a grant agreement. All payments under grant
agreements are subject to annual appropriation and availability of funds. The City

assumes no liability for costs incurred in responding to this RFP or for costs incurred by the respondent in anticipation of a grant agreement. As a condition of a grant award, respondents must comply with the following and with each provision of the grant agreement:

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

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

- 2. Governmental Ethics Ordinance, Chapter 2-156: All respondents agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 which includes the following provisions: a) a representation by the respondent that he/she has not procured the grant agreement in violation of this order; and b) a provision that any grant agreement which the respondent has negotiated, entered into, or performed in violation of any of the provisions of this Ordinance shall be voidable by the City.
- 3. Selected respondents shall establish procedures and policies to promote a Drug-free Workplace. The selected respondent shall notify employees of its policy for maintaining a drug-free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. The selected respondent shall notify the City if any of its employees are convicted of a criminal offense in the workplace no later than ten days after such conviction.
- 4. Business Relationships with Elected Officials Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, as amended (the "Municipal Code") it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to the grant agreement shall be grounds for termination of the grant agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.

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

- 5. Compliance with Federal, State of Illinois and City of Chicago regulations, ordinances, policies, procedures, rules, executive orders and requirements, including Disclosure of Ownership Interests Ordinance (Chapter 2-154 of the Municipal Code); the State of Illinois Certification Affidavit Statute (Illinois Criminal Code); State Tax Delinquencies (65ILCS 5/11-42.1-1); Governmental Ethics Ordinance (Chapter 2-156 of the Municipal Code); Office of the Inspector General Ordinance (Chapter 2-56 of the Municipal Code); Child Support Arrearage Ordinance (Section 2-92-380 of the Municipal Code); and Landscape Ordinance (Chapters 32 and 194A of the Municipal Code).
- 6. If selected for grant award, respondents are required to (a) execute the Economic Disclosure Statement and Affidavit, and (b) indemnify the City as described in the grant agreement between the City and the successful respondents.
- 7. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4. 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.

- 8. (a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- (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 rise 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 or the Shakman Monitor's Office related to the grant agreement.