

CITY OF CHICAGO



REQUEST FOR PROPOSALS (RFP) SUPPLEMENTAL DETAILS

**Mayor Rahm Emanuel's
One Summer Chicago
One Summer Chicago Plus (OSC+)**

ISSUED BY:

CITY OF CHICAGO DEPARTMENT OF FAMILY AND SUPPORT SERVICES

All proposals shall be submitted via the eProcurement system

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**Pre-Proposal Webinars:
March 14, 2018, 10:00 A.M. – 12:00 Noon**

Please register prior to the webinar's start using this link:
<https://attendee.gotowebinar.com/register/344416908901841667>

Additionally, there will be an in-person pre-submittal conference on:

Friday, March 16, 2018, 10:00 A.M. – 12:00 Noon
Arturo Velasquez Westside Technical Institute, Large Conference Room
2800 S Western Ave, Chicago, IL 60608

**RAHM EMANUEL
MAYOR**

**LISA MORRISON BUTLER
COMMISSIONER**

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Section 1 - Purpose of RFP

One Summer Chicago PLUS (OSC+) is a specialized violence prevention summer workforce program for high need youth, ages 16-21. The goal of Mayor Rahm Emanuel's One Summer Chicago Plus (OSC+) program is to empower youth during summer months with safe, meaningful, work experiences. Through the program, youth gain valuable job skills financial literacy and real-world work experience while being connected to caring adults. OSC+ provides youth subsidized wages for 20 hours a week at \$8.25 an hour.

A. One Summer Chicago: OSC+

In 2012, One Summer Chicago OSC+ was the subject of a randomized control trial (RCT) conducted by the University of Chicago Crime Lab. The results of this RCT showed a remarkable 43 percent reduction in violent crime for the treatment group compared to the control group. The program is designed to provide youth with job skills, financial literacy, and workplace experiences in community-based organizations, city agencies, private sector businesses or special projects.

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 380 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.

As part of the Strategic Framework, the department has set the following department priorities:

- **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

Youth Division Background

The Youth Services Division of DFSS managed a portfolio of three programs that serves youth ages 6-24: enrichment activities, prevention/intervention services and youth employment.

The **Enrichment Portfolio** covers critical needs and services when school is out including afterschool, holidays, school breaks and summer programming. Examples include academic supports, sports and arts and cultural activities.

The **Prevention and Intervention Portfolio** focuses on the highest risk youth geared towards decreasing young people's interaction with the justice system through mentorship, employment and supportive

services.

The **Youth Employment Portfolio** has as its signature program Mayor Rahm Emanuel’s One Summer Chicago employing over 30,000 youth annually. This summer, the Youth Employment Portfolio will operate three programs (Chicagobility, One Summer PLUS, and Summer Youth Employment) under the DFSS One Summer Chicago umbrella. Each model is being released as its own unique RFP.

A brief description of each program is listed in the table below.

Name of Program	One Summer PLUS (OSC+)	Chicagobility	Summer Youth Employment (SYEP)
Age Group	16-21 (emphasis on high need youth in high school)	14-15	16-24 (emphasis on youth who are disconnected from school and work)
Employment Approach	Cohort and individual: Job placements with support from adult	Cohort: Project-based learning and skill building (1:20 ratio)	Individual: Job Placement
Program Examples	Placements include: Worksites (retail stores, day camps, local businesses, corporate placements and more) The Mayor’s Infrastructure Team Deferred Action for Childhood Arrivals Computer Coding	Opportunities include: Neighborhood clean up Adoption of a community not for profit, church, school Community Gardens Beautification of neighborhood/community Peace and non-violence activities	Placements include: Worksites (retail stores, day camps, local businesses, corporate placements and more)
Location	Employment sites	Neighborhood, agency level	Employment Sites
Skill Building	OSC LRNG modules	OSC LRNG modules	OSC LRNG modules
Assessment	OSC Working Impact: Partnership with MHA Labs	OSC Working Impact: Partnership with MHA Labs	OSC Working Impact: Partnership with MHA Labs

*OSC LRNG:Chi is a digital platform that the program utilizes to assist youth in building skills to prepare them for employment, including activities to promoting job readiness and financial literacy. DFSS will provide the online curriculum and training.

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

C. Anticipated Term of Contract and Funding Source

The term of contract(s) executed under this RFP will be from May 1, 2018 – December 31, 2020. Based on need, availability of funds and contractor performance, DFSS may extend this term for up to two additional years with each extension not to exceed one year. Contract extensions will be dependent upon the Respondent's performance and the availability of funding. The anticipated award will be between \$135,000 to \$500,000 per year depending on the size of the proposed program. **This contract will operate on a reimbursement basis only. Advances are not allowed.**

These initiatives are administered by DFSS through funding received from the City of Chicago, charitable foundations, corporations, and potentially other units of government. Consequently, all guidelines and requirements of the City of Chicago and other funders 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 non-profit, faith-based and public entities. Ideal Respondents will be able to demonstrate specific knowledge of and experience in youth development; youth employment; youth financial literacy; outreach services to youth populations that are not typically engaged in programs; workforce services; and the specific neighborhoods, communities and schools whose youth they propose to serve.

Respondents may apply as a single agency or in collaboration with multiple agencies, where one agency serves as the lead agency for the collaboration and other agencies serve as subcontractors of the lead agency. Lead agency Respondents will be responsible for preparing budgets, submitting vouchers on a timely basis and ensure the cash flow for all payroll and programmatic costs. Lead agencies must also demonstrate financial strength and ability to comply with all administrative requirements outlined in the RFP. Additionally, Respondent will maintain accounting reports and close out reports for the program. Subcontracted agencies must demonstrate competence to implement programmatic elements. By partnering with subcontractors, lead agencies will expand the number of organizations that have extensive youth development experience and enhance service provision in communities throughout Chicago.

Respondents should have an operating budget of at least \$250,000 and be able to leverage a minimum **10 percent in-kind and/or cash match** (e.g. fundraising, grantmaking, private and individual donations). Preference will be given agencies with demonstrated fundraising capacity. Administrative costs will be capped at **15 percent** as determined by the total cost of the proposed program including youth wages. DFSS defines administrative costs as any expense that an organization incurs not directly tied to the operation of the proposed program. Respondents who elect not to use the City of Chicago contracted payroll processor must demonstrate that they have the fiscal resources to support payment of youth wages for a minimum of sixty days as payment for wages will be on a reimbursement basis. Respondents are strongly encouraged to develop and submit worksite partnerships with smaller community based organizations as subcontractors as part of their grant submission.

Respondents 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,

and/or are currently debarred and/or have been issued a final determination by a City, State or Federal agency for performance of a criminal act, abridgement of human rights or illegal/fraudulent practices.

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

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

DFSS' Strategic Framework guides how the department measures, reports on, and reviews its priorities and outcome goals, to drive contracting, decision-making and greater collaboration. This outcome-oriented approach moves beyond measuring *how many people* receive services, to focus on how Chicagoans leave *better off after receiving* services. The goal of this initiative is to improve how services are delivered across the city and positively impact the lives of the residents who receive them.

For Respondents and selected Delegate Agencies this will mean:

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

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

Section 2 - RFP and Submission Information

A. The New E-Procurement System

As of October 1, 2017 the City of Chicago replaced its Cybergrants system with the new eProcurement system. eProcurement (also known as iSupplier) is the City of Chicago's new online purchasing system. The goals of eProcurement are to move to a universal system that can handle all contract administration including RFP management, contract execution, and payment processing. All delegate agencies seeking to do business with the City must register and submit information through this online purchasing system. ***This includes the RFP process.***

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

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

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

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

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

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

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

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

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

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

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

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

B. For Respondents Who Wish to Submit More than One Application

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

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

https://www.cityofchicago.org/content/dam/city/depts/dps/isupplier/training/Vendor_Create_New_Address_and_Contact.pdf

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

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

Additionally, Respondents may e-mail obmgmu@cityofchicago.org to receive more specific advice and troubleshooting.

C. Pre-Proposal Webinar

A Pre-Proposal Webinar will be held on **March 14, 2018, 10:00 A.M. - Noon**. Attendance is not mandatory but is advised.

Please register prior to the webinar's start using this link:
<https://attendee.gotowebinar.com/register/344416908901841667>

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

Additionally, there will be an in-person pre-submittal conference on:

Friday, March 16, 2018, 10 A.M. - 12 Noon
Arturo Velasquez Westside Technical Institute, Large Conference Room
2800 S Western Ave, Chicago, IL 60608

The purpose of these pre-submittal events is to clarify the RFP process and the scope of the required services. Attendance is not mandatory but it is strongly suggested that interested applicants attend **one** of these events.

D. 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:

- Lisa Davis: Lisa.Davis@cityofchicago.org

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

- Julia Talbot: Julia.Talbot@cityofchicago.org
- OBMGMU@cityofchicago.org or (312) 744-0358
- Latrice Forbes: Latrice.Forbes@cityofchicago.org

E. Timeline

Proposal Release Date:	March 8, 2018
Pre-Proposal Webinar:	March 14 & 16, 2018

Application Due:	March 27, 2018
Contract Begins:	May 1, 2018

Section 3 - Scope of Services: One Summer Chicago Plus (OSC+)

A. Program Scope

OSC+ is a specialized violence prevention summer workforce program for high need youth currently enrolled in high school, ages 16-21 enrolled in high school, who reside in the highest risk communities. The program provides youth subsidized wages for 20 hours a week at \$8.25 an hour.

The program is designed to provide youth with job skills, financial literacy, and workplace experiences in community-based organizations, city agencies, private sector businesses or special projects.

DFSS is seeking providers with a proven track record in implementing youth development programs, skills training initiatives, workforce development programs or a service learning program tailored to youth ages 16-21 in the City of Chicago. Key facts about the program are:

- **Youth Age:** 16-21
- **Primary Focus:** High School Youth
- **Communities Served:** High Violence, High Poverty
- **Wages:** \$8.25 an hour
- **Program schedule:** 20 hours a week for 6 weeks
- **Number of Youth Served Per Agency:** Minimum of 100 per agency

Under this program model, Respondents will be responsible for six key functions:

1. Recruit and support Youth
2. Employer recruitment, retention and support of employers
3. Deliver OSC on-line workforce training
4. Deliver OSC on-line financial literacy training
5. Hire qualified staff to administer the program model
6. Administer payroll services for youth and coaches

1. Recruit and Support Youth

Youth will be recruited by contracted agencies and all youth must complete a One Summer Chicago application. 80 percent of youth can be selected by awarded agencies and 20 percent of youth will be selected randomly through the One Summer Chicago application portal. Youth should be recruited for the program from the highest need community areas. **If awarded, DFSS will provide a list of priority neighborhoods based on incidence of violence and poverty rates.** For youth to be eligible for the program, they must show proof of Chicago residency, have a valid Chicago Public School or State of Illinois ID card, have completed the OSC online application and have a signed consent form from parent or guardian on file if under the age of 18.

Key activities of the Respondent:

- Coordinate outreach and recruitment of identified youth
- Focus recruitment efforts on high crime and high poverty communities
- Provide an orientation for youth and their parents

- Program staff will monitor youth's placement and progress
- Track and enter data into DFSS data management system
- Create safe, positive experiences for youth with adequate supervision
- Administer the OSC Working Impact Survey that is completed by youth and employers
- Promote and coordinate any additional support services as appropriate
- Enroll youth in the Municipal ID program

2. Employer Recruitment, Retention and Support

Respondents will work with private companies, community-based agencies, not-for-profits, local businesses, faith-based organizations, etc. to identify work experiences. Responsibilities will include identifying work sites and number of available placements, developing job descriptions in partnership with employers, verifying and approving work experience activities submitted by worksites, hosting worksite liaison orientations and training, and providing on-going program monitoring at such worksites. Respondents will also be responsible for developing selection criteria and matching youth to appropriate workplace experiences.

The programs' paid work experiences must provide quality learning environments that facilitate youth development and insight into career fields to broaden the career horizons of youth hires. Specifically employers participating in the paid work experience should aid youth in exploring career interests and aptitudes, building vocational knowledge, developing team and leadership skills, and practice creative thinking and problem-solving. As such, positions should engage youth in a field that interests them and provides them with substantive tasks.

Key activities of the Respondent:

- Develop appropriate summer employment opportunities for enrolled youth
- Ensure worksite agreements are in place with agreed upon program expectations
- Create job descriptions that summarize what youth will be doing and what skills they need
- Maintain communication with the employers/work sites to monitor program progress

3. Deliver OSC On-Line Workforce Training

All programs are required to facilitate online (mobile) workforce development training modules through OSC LRNG:Chi (LRNG.org/Chicago). OSC LRNG:Chi is a digital platform designed to help youth develop skills to prepare them for employment through skill-building content in job readiness. The seven Workforce Training modules are: mapping the paths of professionals you admire, explore career paths you have not considered, researching career trends, educational requirements and expected pay, exploring volunteering as a way to learn about careers, using your skills assessment to reflect on your strengths with your coach, using your summer experience to begin a basic resume and discovering your power. Upon completion of the seven modules youth will receive a digital badge through the LRNG platform. Respondents will facilitate youth completion of the curriculum and provide access to computers if needed.

Key activities of the Respondent:

- Facilitate access for youth to online OSC job readiness
- Track youth participation on the LRNG platform
- Enter all data into DFSS data management system
-

4. Deliver OSC On-Line Financial Literacy Training

In 2015, Cities for Financial Empowerment Summer Jobs Connect conducted research that demonstrated that integrating financial empowerment into summer youth employment programs can support positive youth development and more meaningful workforce experience. Some of the findings concluded that exposure to these skills help youth demonstrate competence and skills in managing their finances such as creating financial priorities, tracking and monitoring spending habits, money saved by opening a bank account and not using check-cashing outlets, and talking to staff in a bank. Youth developed problem solving and opportunities to succeed through financial education create career pathways and continue with their education planning-high school and post-secondary education. This research validated the importance of continuing to integrate financial education into One Summer Chicago. Financial literacy refers to the set of skills and knowledge that allows an individual to make informed and effective decisions with all of their financial resources. DFSS will provide the online workshops via the Be Payday Ready financial literacy training curriculum. Upon completion of the workshops, youth will receive an OSC Financial Literacy badge through the LRNG platform. Respondents will facilitate youth completion of the financial literacy modules.

Key activities of the Respondent:

- Facilitate access for youth to online OSC financial literacy trainings
- Track youth participation on the LRNG platform
- Enter all data into DFSS data management system

5. Hire Qualified Staff

Recruit, hire and train individuals to provide individual and group support, encouragement, guidance, advice, instruction and coaching to youth. These individuals play a dual role, establishing a meaningful relationship with youth while reinforcing the development of skills and knowledge that youth gain through participation in the program. The youth to coach ratio will be approximately 30:1 (30 youth to 1 coach).

Key activities of the Respondent:

- Hire qualified coaches and allow adequate time for onboarding
- Hire and supervise qualified staff who will support the program
- Ensure direct service staff and instructors are properly trained and **meet background check requirements**

6. Administer Payroll Services

Respondents who wish to pay and administer youth wages and seek city reimbursement must have the capacity to operate a payroll and timekeeping system that ensures all youth are paid on time according to an established schedule. The payroll system can be operated directly by the selected Delegate Agency or via a fiscal agent named at the time of application. **Only Respondents providing their own payroll should include youth wages as part of their budget.**

Respondents may opt to utilize a third party payroll processor contracted with the City of Chicago for handling youth wages during the summer. This service will be offered as an option for successful Respondents in order to alleviate the burden of having to pay for and manage youth payroll and, to ensure that youth participants are paid accurately and on time. Respondents will need to indicate in their application whether or not they wish to use this option. **Respondents will not be permitted to switch into or out of this payroll option mid-program.**

During the application process, Respondents will indicate their interest and capacity to either opt into the centralized payroll system or not. As per the application and evaluation criteria, those Respondents who wish to provide payroll on their own will need to demonstrate the ability to support payment of youth wages for a minimum of sixty days as payment for wages will be on a reimbursement basis **via a line or credit**, demonstration of an operating surplus and/or other proof as well as demonstrating proof of prior success operating a payroll of a similar size and scope. **All programs will operate on a reimbursement basis.** Therefore, it is important that all Respondents have adequate and available resources to meet program and payroll costs regardless of the payroll option chosen. At the end of the calendar year, the payroll administrator must send tax forms directly to program participants and respond to inquiries or issues during the program period.

Payroll services for the programs are scheduled to commence **July 2, 2018** and continue through **August 10, 2018** on a bi-weekly basis and will continue as such for any additional funded programmatic extensions.

Delegate Agencies that decide to use the third-party payroll option will not be responsible for funding payrolls to pay the youth participant wages.

7. Funding Support

The OSC+ grant will support the following: coaches wages (1:30 ratio), youth wages, group activities, transportation cost up to three weeks and a 15 percent administrative cost (*Note: Administrative allocation can be used for personnel, fringes, operating/technical, and/or professional/technical services*).

B. Fiscal and Administrative Capacity

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

- Proposed programs will be executed by qualified staff with appropriate backgrounds in youth development and employment.
- Proposals will demonstrate the Respondent's capacity to successfully manage a City of Chicago contract administratively and fiscally
- Respondents should have an accounting system which is maintained in accordance with Generally Accepted Accounting Principles (GAAP), perform an annual independent audit or audit review, and have internal fiscal control procedures
- Administrative costs will be capped at 15 percent
- Proposals should demonstrate a minimum in-kind and/or cash match of 10 percent
- Relevant agency staff should have professional qualifications and specialized experience in the area necessary for sound fiscal management
- Respondents should have adequate staff to enter data into DFSS data management systems

C. Client Data and Performance Reporting Requirements

Upon contract award, Respondents must be able to collect and report client-level demographic, performance and service data as stated in any resulting contract. These reports must be submitted by the deadlines established by DFSS. Respondents must implement policies and procedures to ensure privacy and confidentiality of client records for both paper files and electronic databases. Respondents 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

D. Outcome and Output Measures and Performance Goals

Selected Delegate Agencies will be responsible for tracking and reporting on both outcome (quality/impact) and output (quantity/efficiency) indicators. DFSS expects that contracts awarded for this program will serve the targeted population(s) and result the achievement of the following performance measures below:

- 75 percent of youth report a positive relationship with an instructor and/or mentor in their program.
- Lower youth violent crime arrests of program participants by 15 percent.

Additionally, DFSS expects that the following output measures will be achieved:

- 100 percent youth complete the financial literacy component
- 100 percent youth complete the workforce development component
- 80 percent youth will sign up for Direct Deposit

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. Successful Respondents must be ready to proceed with the proposed program within a reasonable period of time upon contracting.

Failure to submit a complete proposal and/or to respond fully to all requirements may cause the proposal to be deemed unresponsive and, therefore, subject to rejection. The Commissioner upon review of recommended agency(ies) may reject, deny or recommend agencies that have applied for grants based on previous performance and/or area need.

DFSS reserves the right to ensure that all mandated services are available citywide, and provided in a linguistically and culturally appropriate manner.

B. General Selection Criteria

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

CRITERIA	POINTS
<p><u>Strength of proposed program</u></p> <ul style="list-style-type: none"> • The Respondent demonstrates a clear understanding of the target population and their needs and challenges • The Respondent clearly defines services to be provided (directly or through partnerships with other agencies) that are appropriate to addressing needs of and achieving desired outcomes for the target population • The Respondent’s proposed program is supported by a strong national or local evidence base and/or aligns with best practices for the relevant field • The Respondent has an effective approach to identifying and retaining program participants (incl. rules/regulations that reduce barriers to participation) 	30
<p><u>Program performance, outcomes, and quality</u></p> <ul style="list-style-type: none"> • The Respondent demonstrates* evidence of strong past performance against desired outcome goals and performance metrics and/or other notable accomplishments in providing services to the target population <ul style="list-style-type: none"> ○ If no previous experience, the Respondent provides a clear rationale for its ability to execute against this program and achieve desired outcomes • The Respondent has the relevant staff, systems, and processes needed to collect key participant and performance data and evaluate and manage performance • The Respondent has experience using data to inform/improve its services or practices <p><i>* When appropriate, DFSS may use prior performance data already collected by DFSS or a relevant intermediary (e.g., evaluator, database)</i></p>	30
<p><u>Organizational capacity</u></p> <ul style="list-style-type: none"> • The Respondent has qualified staff responsible for program oversight, management, fiscal oversight, and fundraising • The Respondent has adequate systems and processes to support reporting and monitoring for government contracts • The Respondent has quality experience working with the target population and has relevant capabilities, partnerships, and/or infrastructure needed to serve this group • The Respondent’s organization reflects and engages the diverse people of the communities it serves 	25
<p><u>Reasonable costs, budget justification, and leverage of funds</u></p> <ul style="list-style-type: none"> • The Respondent demonstrates reasonable implementation costs and funding requests relative to its financial and human resources. The proposed budget supports the proposed scope of work or work plan. • Submitted budget should be consistent with the One Summer Chicago program design • Overall, the Respondent is fiscally sound, as evidenced by the financial history and record of the organization, as well as audited financial statements (or the equivalent) from the current fiscal year • The Respondent proposes a reasonable cost per person or per unit given the nature of the services provided and provides justification for the level of funding requested • The Respondent leverages other non-City funds to support total program and administrative cost (e.g., state, federal, foundation, corporate, individual donations) 	15

DFSS reserves the right to seek clarification of information submitted in response to this Application and/or to request additional information during the evaluation process and make site visits and/or require Respondents to make an oral presentation or be interviewed by the review subcommittee, if necessary. Failure to submit a complete proposal and/or to respond fully to all requirements may cause the proposal to be deemed unresponsive, and therefore, subject to rejection. Selections will not be final until the City and the Respondent have fully negotiated and executed a contract. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the Respondent in anticipation of a fully executed contract. Receipt of a final application does not commit the department to award a grant to pay any costs incurred in the preparation of an application.

Section 5 - Legal and Submittal Requirements

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

A. City of Chicago Economic Disclosure Statement (EDS)

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

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

B. Disclosure of Litigation and Economic Issues

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

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

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

C. Grant Agreement Obligations

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

D. Funding Authority

This initiative is administered by the Department of Family and Support Services using the City's Corporate funds. Consequently, all guidelines and requirements of the Department of Family and Support Services and the City of Chicago must be met. Additionally all delegate agencies must comply with the Single Audit Act if applicable.

E. Insurance Requirements

Respondents must provide and maintain at Respondent's own expense or cause to be provided, during the term of the Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement. ***In addition to managing payroll responsibilities, all Respondents must maintain general liability insurance and Workman's Compensation coverage for all youth employed through the program.***

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.