

**CITY OF PHILADELPHIA  
DIVISION OF SOCIAL SERVICES  
DEPARTMENT OF HUMAN SERVICES**

***REQUEST FOR PROPOSAL***

*For*

***ADOLESCENT VIOLENCE REDUCTION PARTNERSHIP (AVRP)  
EXPANSION***

*For*

**COMMUNITY ENGAGEMENT AND YOUTH WORKER SERVICES**

**RE-ISSUED: Thursday, MAY 4, 2006**

**APPLICATIONS DUE: Friday, May 12, 2006**

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**This Request for Proposals is available for download at  
<http://www.phila.gov>**

**JOHN F. STREET, MAYOR**

**PEDRO A. RAMOS, MANAGING DIRECTOR**

**JULIA DANZY, DIRECTOR OF SOCIAL SERVICES**

**CHERYL RANSOM-GARNER, DHS COMMISSIONER**

***REQUEST FOR PROPOSAL***

**ADOLESCENT VIOLENCE REDUCTION PARTNERSHIP EXPANSION**

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**CITY OF PHILADELPHIA DIVISION OF SOCIAL SERVICES  
DEPARTMENT OF HUMAN SERVICES**

**ADOLESCENT VIOLENCE REDUCTION PARTNERSHIP (AVRP)  
*Community Engagement & Support Services***

**I. BACKGROUND**

**A. Purpose of this Request for Proposals**

The purpose of this RFP is to further expand the City's effort to prevent Philadelphia's children from becoming perpetrators or victims of violence.

**B. Purpose of AVRP**

Over the last five years, the Philadelphia Department of Human Services (DHS) has built a continuum of services to prevent, intervene against, and respond to child abuse/neglect and juvenile delinquency. This continuum spans from prevention services (e.g. nurse home visiting, after-school programs, Beacon Schools, truancy prevention programs) through rising levels of intervention (e.g. intensive delinquency prevention initiatives) to the most intensive or restrictive forms of placement (e.g. residential treatment facilities and secured youth detention centers).

But there is a critical gap in this continuum of services to break the cycle and pattern of anti-social behaviors. There is a need for earlier identification of and intensive intervention with young people ages 10 to 15 who are most likely to end up in the delinquent or criminal population. We know who many of these youth are and their prognosis. The objective is to intervene early enough with the right type/level of service to have a positive impact on their future. Research and the City's own track record show that early identification, targeted services, and intensity of best practice interventions can slow or halt the trajectory toward violent offenses among these highest risk children and youth.

The Adolescent Violence Reduction Partnership (AVRP) is intended to fill the existing service gaps by intervening more intensively with this high-risk target group at an earlier age. The goals of AVRP are to replicate the proven Youth Violence Reduction Partnership (YVRP) strategies with a younger age group by using the model elements to stem chronic delinquency and violence. The first phase of AVRP is being implemented in the 12<sup>th</sup> Police District in Southwest

Philadelphia and the 25<sup>th</sup> Police District in North Philadelphia/Kensington. These two areas have the highest, historical incidence of youth violence and are current YVRP areas. The City of Philadelphia spends millions of dollars annually to enhance the well-being of Philadelphia's children and combat child abuse, neglect, juvenile delinquency, and violence by and against children. These investments, based on achieving the goals of the Mayor's Children's Investment Strategy, have resulted in improvements in some conditions for children. For example, the number of serious child abuse cases (i.e., child protective services cases) was about one-third lower in 2004 than in 1996; in 2004, there was a 6.6% drop in the number of children in out-of-home care. Similarly, the number of arrests of juveniles for serious crimes has dropped by 22% between 2000 and 2004. While the number of arrests of juveniles for violent crime has recently increased by about 4%, that number is still over 18% lower than it was before the Mayor's Children's Investment Strategy was implemented in 2001. Also, while arrests of children under the age of 13 continue at high rates, the number of those arrested for Part 1 serious crimes has dropped by 29% since 2000. Nonetheless, Philadelphia's children and youth still face significant challenges to their future success as adults and parents of the City's next generation. Crime, violence, and delinquency still plague many of Philadelphia's young people as evidenced by the following statistics:

- There has been no improvement in the number of delinquent placements in recent years: 1,783 juveniles were in delinquent placement in 2004.
- While arrests of juveniles for serious crimes declined in 2004, juvenile violent crime arrests went up: there were 1,902 juveniles arrested for violent crimes.
- Juvenile perpetrators of homicide, after declining to a low of 12 in 2001, increased to 26 in 2004, the highest level since 1996. The number of homicide victims ages 7 to 17 increased from 12 in 2002 to 26 in 2004.
- There were 10,706 petitions (allegations of misconduct) filed in Family Court last year, a 16% increase over 2003.

AVRP has been designed on best-practice research and exemplary models and approaches that have proven results in protecting youth aged 10-15 from becoming perpetrators or victims of violence. AVRP will provide regular and intensive supervision to these youth (modeled on the work of the Youth Violence Reduction Partnership through youth workers). Youth workers will

be assigned to follow specific youth and through their participation in center-based programming (AVRP center services are issued in a separate RFP). These center services will include youth life skills, violence prevention training and parent education. A core area for AVRP will be the Community Engagement and Youth Worker Services function as requested for this RFP. This function is critical to our effort because AVRP is not only about protecting the individual children served by the more intensive programs, but it is also about helping neighborhoods and communities be safer for children and families to live in.

### **B. Objectives of AVRP**

Through this initiative, the City seeks to achieve the following outcomes over time:

- Assure that youth participating in AVRP do not commit and are not victimized by a violent offense;
- Increase participants' school attendance and performance by addressing related individual and family issues;
- Prevent future or further illegal behavior by participating youth;
- Improve the functioning of a mutually supportive relationship among the participating youth, family, school, and immediate community;
- Improve the ability of participating youth to comply with the law and to avoid behaviors that become barriers to education, safety, health, and self-sufficiency;
- Increase participants' understanding of the impact of negative and delinquent behavior on victims, family, and community;
  - Improve participating youths use of non-aggressive strategies to avoid and resolve conflicts;
  - Improve participating youths life skills, and social, civic and employment competencies; and
  - Improve youths sense of belonging in and responsibility towards his/her immediate community.

### **C. Description of Targeted Youth**

In this expansion of AVRP, the City will extend services provided in six areas (page 15) to more directly serve youth in high crime areas. AVRP seeks to identify and serve youth aged 10-15 years who are considered at extremely high-risk of involvement in the juvenile justice system. Specifically, the City seeks to address the social and health service needs of these youth who meet any of the following criteria:

- Have a prior arrest while under the age of 13
- Have been a victim of violence
- Have been arrested and who are determined by the District Attorney's Office and the Juvenile Probation Office as appropriate candidates for enrollment in AVR P
- Have a family member or friend who has been murdered or killed
- Have a parent or sibling who is incarcerated or on parole/probation for a violent offense
- Reside in a household with a documented history of child abuse and neglect
- Have an older sibling in the Youth Violence Reduction Partnership (YVRP) program
- Have a history of domestic violence in their family or household or have been a victim of violence

In addition to these baseline criteria, the City will target youth characterized by risk factors that are measurable and have a strong and consistent association with the development of delinquent behavior. Specifically, this initiative will give priority to youth who:

- Have been arrested for any reason over the past 12 months;
- Routinely associate with youth in trouble with the law or who use alcohol or drugs;
- Used or are using alcohol or drugs;
- Have a history of running away from home;
- Have experienced homelessness or recurrent relocation in the past 12 months;
- Have been absent from school without an excuse 8 or more times in the current school year;
- Have been suspended 3 or more times or expelled from school over the past 12 months.

The City will use an Eligibility Determination Form to gather the necessary data to determine the appropriateness of a youth for intensive AVR P services. Youth deemed inappropriate for AVR P will be linked to alternative community-based services.

## II. AVR P PROGRAM ELEMENTS AND OVERSIGHT

### A. AVR P Youth Participant Referral and Intake Process

**Referral:** Youth will be referred to AVR P from multiple city sources, including: the Juvenile Court Intake Unit, Juvenile Probation, Truancy Court, Youth Aid Panel, Private Criminal Complaint Unit, YVRP Street Workers or YVRP Probation Officers (primarily siblings of YVRP youth partners), the Police Department, the District Attorney’s Office, the School District; AVR P staff, and the Weapons-Related Injury Surveillance System (WRISS). Youth not considered to be at the highest risk, and deemed inappropriate for AVR P, will be referred to Beacons, community-based delinquency prevention programs, youth development programs, and/or other services dependent upon intensity of need.

**Screening:** Intake Coordinators, who will be DHS employees, will conduct the initial screenings of AVR P candidates at Family Court, DHS, youth’s home or other locations. The Coordinators will conduct the screenings of the AVR P referrals using an eligibility tool.

**Selection:** The Intake Unit will make the final decision about whether a youth is to be admitted to AVR P. Youth not selected for AVR P Youth Worker services because they are not at the highest risk will be referred to other support services.

### B. Overview of AVR P Service Model

AVR P will consist of three components:

- Community Engagement
- Youth Worker Services
- Center-Based Intensive Delinquency Prevention Services

**Only Community Engagement and Youth Worker services are the subject of this RFP.**

### ***1. Community Engagement***

This component will create actions and activities that keep youth safe in the neighborhood through Youth Workers and outreach to community agencies, governmental resources and residents. While Youth Workers are assigned to individual AVRP youth, the community engagement work will have a broader neighborhood focus. Through community engagement, youth-centered monitoring and services will be provided that complement community-based activities that build a supportive neighborhood climate fostering youth safety and development. The AVRP Program Directors and Supervisors in each AVRP area, in addition to overseeing Youth Workers, will have a strong presence in the targeted communities by working with residents, community agencies, civic associations, faith-based institutions, and businesses to create a safer environment. This will include connections with existing safety efforts such as Town Watch, Equal Partners in Change (EPIC) Stakeholder Groups, Weed and Seed groups, and neighborhood action councils.

AVRP staff will help members of the community learn ways to contribute to neighborhood safety, work to establish safe corridor programs when needed, encourage reporting of crimes and suspicious activities, help minimize resident's fears of retribution, and educate residents about warning signs for violence. AVRP staff may conduct neighborhood-level inventories to identify youth services and supports.

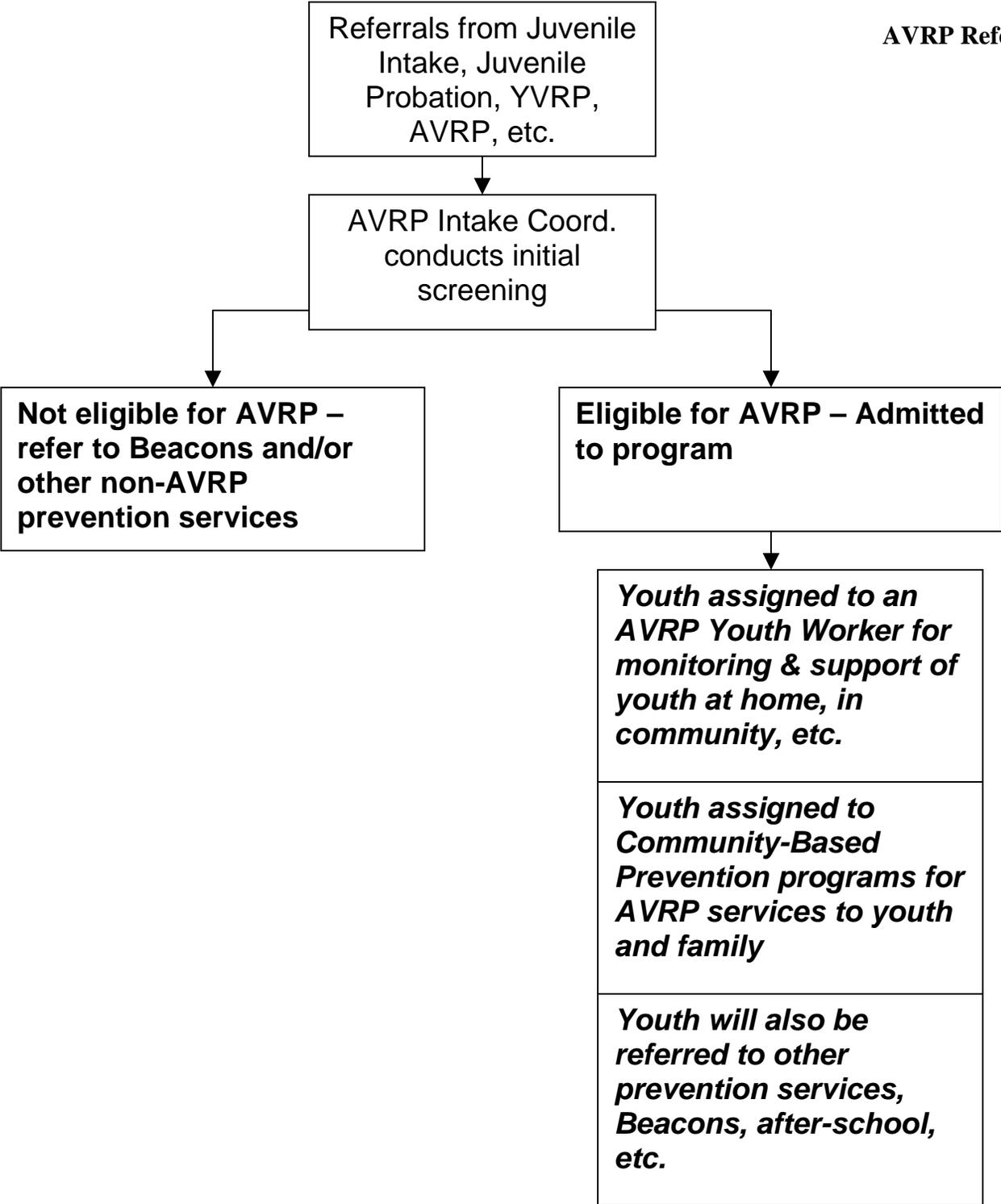
### ***2. Youth Worker Activities***

The Youth Workers job scope was adapted from the YVRP street workers model. The Youth Workers will be assigned to specific AVRP youth to monitor them in their homes and on the street, track school attendance and behaviors, and establish rapport/trust with the youth and their families. Youth workers will also serve in a mentoring role as well as intervene in crises effecting their assigned youth. To ensure effective service coordination, the Youth Worker will collaborate with the center-based prevention provider on youth-directed activities. As such, the Youth Worker must be aware of on-site activities to more effectively perform youth monitoring and outreach. The caseload is one Youth Worker to every 10 youth. The service period should be long enough to ensure that the youth has completed their required intensive services as determined by the AVRP Operations Committee. It is expected that the average length of

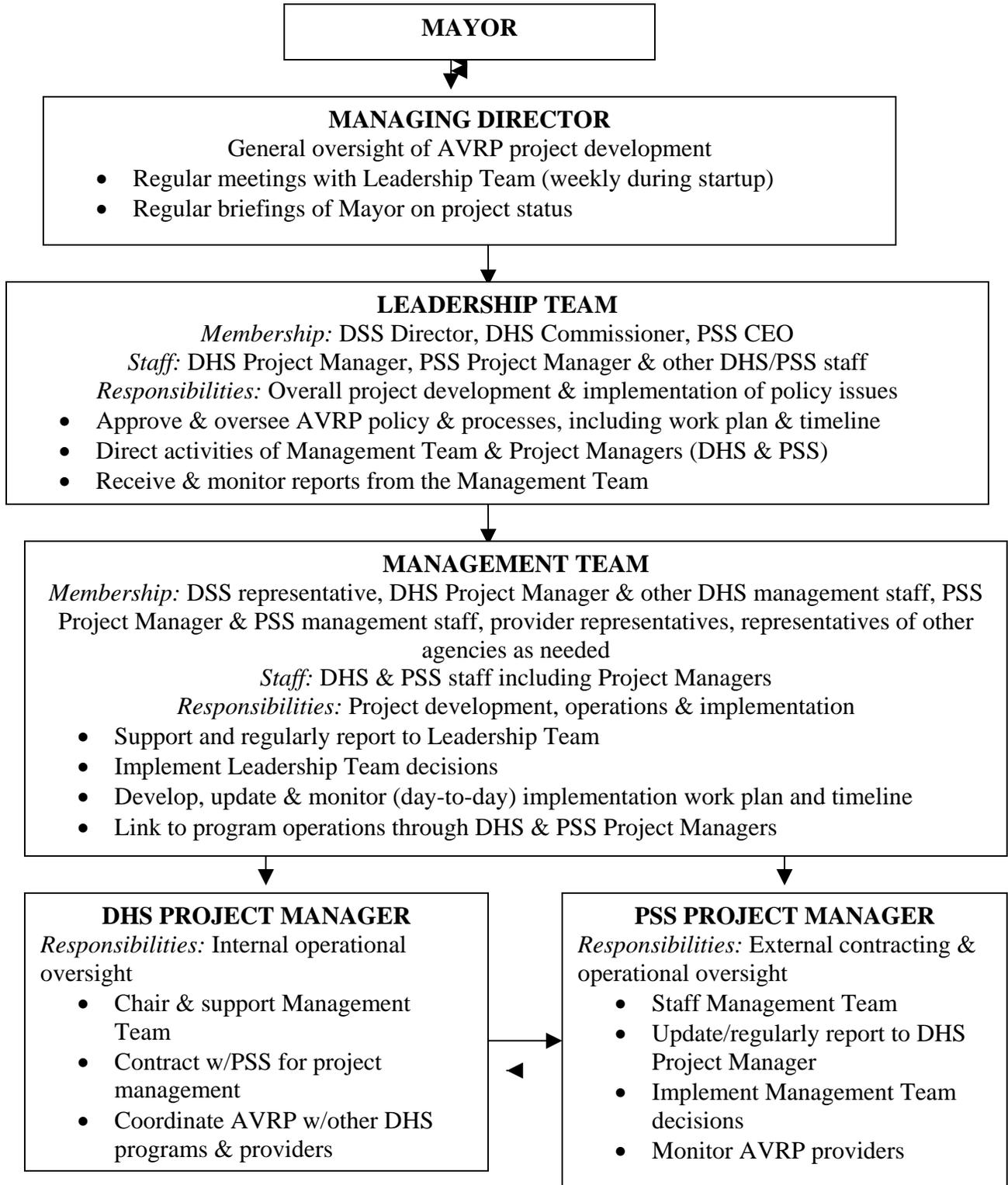
service will be at least six months. Supervisors will oversee and direct the activities of the Youth Worker.

***3. Intensive Violence & Delinquency Prevention Programs (IVDP) – Center Based Activities (Please note that this component is not the focus of this RFP and will be provided through other contractual resources.)***

In each targeted AVRPP area, other community-based organizations (CBOs), with a track record of serving at-risk or delinquent youth, will act as a community hub for center-based services. Each youth accepted for AVRPP services will be assigned to one of the designated CBOs. The CBO will provide case management, violence prevention and anger management training, parenting education, and other needs-based youth services. Other services may include but not be limited to academic assistance, individual and family counseling, community service programs, cultural/athletic enrichment activities, victim awareness, and health education. A key youth training element will include the use of evidence-based curricula such as *Get Real about Violence* and *Aggression Replacement Training*. Since the most promising prevention programs include parent involvement and home visitations, in-home support will focus on increasing parents/caregivers' abilities to set and enforce rules, monitor the youth's behavior, and consistently implement appropriate, nonviolent discipline through twice per month contacts. Parent education sessions will also be provided.



**AVRP PROJECT MANAGEMENT/GOVERNANCE**



### **III. APPLICANT ELIGIBILITY CRITERIA**

#### **A. Organizational Capacity**

Organizations responding to this RFP will be deemed eligible to provide these services under contract with the City provided that they:

- Are a private non-profit or for-profit organization. Organizations which are tax exempt under Section 501(c) (3) of the Internal Revenue Code must submit a copy of their most recent IRS Determination Letter.
- Have a history of demonstrable results in the provision of quality services to high-risk youth in the targeted areas.
- Able to provide services as described in this Request for Proposal to youth and families referred by the City of Philadelphia and its affiliated divisions and agencies who meet agreed-upon eligibility requirements.
- Not be a government agency.
- Demonstrate existing collaborations with other agencies and services, as described in the RFP, to assist in meeting the needs of participants and leverage additional funding and resources.
- Can verify non-indebtedness to City
- Have or obtain liability insurance that meets City of Philadelphia requirements

#### **B. Executive Order 02-05 Minority Participation Guidelines**

Under the authority of Executive Order 02-05, the Minority Business Enterprise Council (MBEC) has established the following M-DBE, W-DBE, and DS-DBE participation ranges for this RFQ: MDBE Range -10%-15%, W-DBE Ranges -10%-15%, DS-DBE Ranges -0%. See pages 37 to 44 for MBEC guidelines, forms and contract provisions that pertain to participation of disadvantaged minority, women and disabled-owned businesses in City contracts.

## V. FUNDING AVAILABILITY

City allocation for the AVRP project will be for the period of July 1, 2006 to June 30, 2007. Funding available to support this RFP is limited and is not expected to fully fund all the service supports needed by the target population. Applicants are strongly encouraged to develop partnerships with other existing programs and apply for other funds. Priority will be given to applications that demonstrate effective collaborations with other funding and service sources. The required annual service levels and funding are as follows:

<b>Phila. Service Area</b>	<b>Zip Codes</b>	<b>Required # of Unduplicated Youth every 6 months</b>	<b>Staffing</b>	<b>Annual Funding Level</b>
Northeast	19111, 19114, 19115, 19116, 19124, 19135, 19136, 19149 19152, 19154	200 - 1 <sup>st</sup> 6 mos. 200- 2 <sup>nd</sup> 6 mos	50% Program Director 2-100% Supervisor 20 - 100% Youth Workers	\$1,000,000
East	19122, 19125, 19133, 19134, 19137,	140 - 1 <sup>st</sup> 6 mos 140 - 2 <sup>nd</sup> 6 mos	50% Program Director 2-100% Supervisors 14-100% Youth Workers	\$700,000
North	19120, 19121, 19126, 19129, 19132, 19140, 19141	190 - 1 <sup>st</sup> 6 mos 190 - 2 <sup>nd</sup> 6 mos	50% Program Director 2-100% Supervisor 19-100% Youth Workers	\$950,000
No. West	19118, 19119, 19127, 19128, 19138, 19144, 19150	55 - 1 <sup>st</sup> 6 mos 55 - 2 <sup>nd</sup> 6 mos	25% Program Director 1-100% Supervisor 6-100% Youth Workers	\$275,000
West	19102, 19103, 19104, 19130, 19131, 19139, 19151	250 - 1 <sup>st</sup> 6 mos 250 - 2 <sup>nd</sup> 6 mos	100% Program Director 3-100% Supervisors 25- 100% Youth Workers	\$1,250,000
South	19106, 19107, 19112, 19123 19145, 19146, 19143, 19147 19148	225 - 1 <sup>st</sup> 6 mos 225 - 2 <sup>nd</sup> 6 mos	100% Program Director 2-100% Supervisor 23 100% Youth Workers	\$1,125,000

The above does not include zip codes 19142 or 19153 since they are contained entirely within the 12<sup>th</sup> Police District, Police District which is already AVRP operational. Note that there are zip codes that cross the 25<sup>th</sup> Police District and are included in the above areas: East (19133, 19134), North (19140, 19120) and Northeast (19124).

## VI. APPLICATION SUBMISSION AND TIMELINES

### D. Proposal Due Date:

**When:** Friday, May 12, 2006  
**Time:** By 4:00 PM  
**Where:** 1601 Cherry St 9<sup>th</sup> Floor  
Attention Jay Henry, Director OTDP

### E. Application Format

- Proposal narrative must be written in 12-point type on single-side pages with at least 1.5 line spacing.
- Submit one (1) original and four (4) copies for each area you are proposing to service, i.e. complete applications and required copies for South and another complete application and required copies for North.

### F. Funding Timeline

- Notification of Grant Award: Wednesday, May 31, 2006
- Grant Period: July 1, 2006 to June 30, 2007

**Any questions should be directed by e-mail or phone to the following DHS staff:**

- Marjorie Anderson: [Marjorie.L.Anderson@phila.gov](mailto:Marjorie.L.Anderson@phila.gov). or 215 – 683-4023

## VII. GUIDELINES FOR PROPOSAL NARRATIVE

Agencies must establish their ability to offer and meet AVRPP program guidelines. Please be sure to address your answers to serve our targeted at-risk youth (e.g. ages 10 to 15 with a prior arrest, victims of violence). See page six for additional information about the youth AVRPP will serve.

### A. Organizational Background and Capability (Up to 1 Page)

- Agency's history, mission and primary services.

**B. Agency Experience w/ Target Population:** Describe current or past outreach programs that your agency has implemented for high-risk youth. Responses must also address the following. (Up to 2 Pages)

- Current and/or previous outreach to at-risk youth in the community, particularly street-based activities;
- Successes working with at-risk youth similar to AVRPP focus;
- Ability to reach out to and work with different ethnic and racial groups; and
- Current relationships with other grassroots organizations, and community/faith-based organizations to serve targeted youth and their families.

### C. Program Design and Implementation (Up to 5 Pages)

Building on your agency's experience conducting outreach, the AVRPP Program Elements (pages 7-9), and Job Descriptions (pages 20-22), please respond to the following items:

- Strategies to establish program visibility in areas where youth congregate and meet;
- Methods to connect/engage youth;
- Proposed hours of operations, including weekends, holidays and including crisis coverage;
- Methods to assure participants remain in the program;
- Plans to connect youth and their families to other agency programs;
- Relationships and outreach to other community partners/resources (e.g. Beacons, Recreation Centers); attach a letter of commitment/work from each community partner that will be involved with your organization on this project; and
- Other agency resources (in-kind) that will be used to support the project (volunteers, free tickets, loaned staff, etc.) through non-DHS funds.

### D. Management and Staffing (Up 1 Page)

- Qualifications of the individuals to be involved in the program; resumes should be attached;
- Supervision and training of staff; and
- Capacity to implement program effective July 1, 2006

### E. Evaluation (Up to 1 Page)

- Ability to collect and maintain data/information as well as confidentiality safeguards.
- Applicants must document all interactions with youth and their families. Services should have measurable goals and a process for evaluating progress towards these goals.

## **VIII. GENERAL ADMINISTRATIVE/CONTRACTING REQUIREMENTS**

In addition to adherence to the Service Standards/Requirements, all grantees must comply with the following:

### **1. Meeting Attendance**

- Attendance is mandatory at all required meetings for invited and designated staff.
- If the designated staff cannot attend the DHS activity, notification should be made to DHS with the reason for the absence.
- The agency should identify an appropriate substitute to take the place of the absent staff.
- If the presence of the agency executive staff is required for program/budget policy decision meetings, the agency director or its fiscal manager must be present.

### **2. Budgets**

- Timely and ongoing submission of expenditures is required for reimbursement.
- Invoices must be submitted monthly.
- Grant funds must be used wisely over the course of the entire project year and not bundled toward the end of the grant period.

### **3. Project Documentation - Forms/Database**

- DHS will identify the required forms that must be used. These are not optional.
- Every project member or family receiving services must have a completed TANF form. This does not apply to the distribution of emergency service supplies.
- Programs must enter required information into the designated DHS database that must be updated by the 5<sup>th</sup> of each month.
- The City will establish performance and outcome evaluation procedures

### **4. Program Implementation**

- Letters of Agreement must be on agency file.
- Client Satisfaction Surveys must be conducted at the close of any service.
- Quarterly Narrative Reports are due at the end of October, January and April for each of the preceding three month service periods.

### **5. Staffing**

- All staff/volunteers must have required criminal and child clearances prior to youth/family contact.
- Attendance is required at all AVR- sponsored training sessions for designated staff.

***Failure to comply with any of the above conditions may constitute grounds for contract termination.***

# **APPENDICES**

## APPENDIX A: JOB DESCRIPTIONS for COMMUNITY SUPPORT/ENGAGEMENT

### PROGRAM DIRECTOR

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**Function:** Responsible for the daily management, fiscal oversight and primary liaison to community resources

**FTE's:** Full-time position

**Reports to:** Agency Executive Director & AVRP Coordinator

#### General Responsibilities:

- Develop a process for engaging Faith Based and Neighborhood volunteers in working with youth in their community
- Coordinate staff deployment, both formal and informal
- Develop supervisory process that facilitates appropriate investigation, mediation and follow-up to case incidents
- Maintain required communication with program collaborators (probation department, police, court system, etc.)
- Establish and maintain regular contact with community leaders, community organizations and Faith Based partners that provides for open sharing and discussion of any concerns and issues relative to the working of the AVRP.
- Respond and assist in all situations where staff are deployed to prevent, quell or do follow-up on crisis
- Is on **24-hour call**/response system to respond to client crisis
- Assist in the overall development and evaluation of program components
- Identify general **database and community information** for use by Street Workers and related community resources in the neighborhood(s) served
- Prepare program reports as required
- Review and monitor program record keeping

#### Required Qualifications, Skills and Knowledge

- Demonstrated administrative and supervisory skills for at least five years
- Familiarity with targeted geographic area
- Available for day and weekend duty and 24-hours on crisis situations
- Effective verbal communication skills
- Excellent written skills

#### Education and Training

Master's degree preferred in human services or related fields; Bachelor's degree accepted with a minimum of five (5) years of supervisory experience

# SUPERVISOR

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**Function:** Responsible for the oversight of daily outreach to and support for identified youth for the provision of linkage to community resources

**FTE's:** Full-time position

**Reports to:** Program Director

## *Responsibilities:*

- Oversee and conduct street community outreach (formal and informal community settings) to establish partnership with community groups for identifying youth at high-risk of delinquency or violence
- Deploy Youth Workers as required
- Follow up on youth referrals from project collaborators (school, probation department, police, CBOs, FBOs, etc.)
- Establish Youth Worker daily contact assignments for each youth on its caseload. Establish daily contact with other community sources engaged in oversight of youth.
- Identify and provide resources, referral and follow up for each youth re: education, employment, treatment, recreation, etc.
- Assure youth's engagement with recreational and social services programs deemed appropriate to addressing needs of youth.
- Establish relationships with Faith Based groups, neighborhood organizations to gain knowledge and visibility at youth hangouts and recreational spots.
- Work with Faith Based groups and Community organizations to assist in responding to critical situations impacting on youth (school, family, personal).
- Communicate with Juvenile Justice, educational and Social Services system so as to ensure youth's compliance with rules of engagement.
- Assess the activity of hostile youth gangs/groups and their activities.
- Investigate, intervene and follow up incidents related to youth population.
- Be on 24-hour call to respond to youth crises.
- Maintain case notes on each youth and related program documents.

## **Required Qualifications, Skills and Knowledge**

- Familiarity with targeted geographic area
- Ability to gain the confidence of and establish relationships with aggressive youth
- Ability to instruct and provide positive social direction for targeted youth
- Available for day, evening **AND** weekend duty & 24 hours to respond to crisis situations
- Effective verbal communication skills
- Ability to document activities in writing
- Previous experience working with youth.

## **Education and Training**

- Minimum of two years of college.
- Three or more years with an established Neighborhood/Community engagement organization involved with youth.

# YOUTH STREET WORKER

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**Function:** Responsible for the daily outreach to and support for identified youth for the provision of linkage to community resources

**FTE's:** Full-time position

**Reports to:** Youth Worker Supervisor

## *Responsibilities:*

- Conduct street community outreach (formal and informal community settings) to establish d partnership with community groups to identify youth at high-risk of delinquency or violence
- Follow up on youth referrals from project collaborators (school, probation department, police, CBOs, FBOs, etc.)
- Supervise a minimum active caseload of ten (10) selected youth
- Establish daily contact with each youth on its caseload. Establish daily contact with other community sources engaged in oversight of youth.
- Identify and provide resources, referral and follow up for each youth re: education, employment, treatment, recreation, etc.
- Assure youth's involvement in those recreational and social services programs deemed appropriate to addressing needs of youth.
- Work with Faith Based groups, Neighborhood organizations to gain knowledge and visibility at youth hangouts and recreational spots.
- Work with Faith Based groups and Community organizations to assist in responding to critical situations impacting on youth (school, family, personal).
- Facilitate youth's compliance with rules of engagement.
- Assess the activity of hostile youth gangs/groups and their activities.
- Investigate, intervene and follow up incidents related to youth population.
- Be on 24-hour call to respond to youth crises.
- Maintain case notes on each youth and related program documents.

## **Required Qualifications, Skills and Knowledge**

- Familiarity with targeted geographic area
- Ability to gain the confidence of and establish relationships with hostile and aggressive youth
- Ability to instruct and provide positive social direction for targeted youth
- Available for day, evening **AND** weekend duty
- Available 24 hours a day to respond to crisis situations
- Effective verbal communication skills
- Ability to document activities in writing
- Previous experience working with youth.

## **Education and Training**

- Minimum of one (1) year of college.
- H.S. Diploma or GED (acceptable if applicant has prior experience with youth)

- Less than HS. Diploma or GED if applicant has 3 or more years with an established Neighborhood/Community engagement organization involved with youth.

# APPLICATION CHECKLIST

Please do not include a cover letter.

All complete applications must contain the following:

- Signed Cover Page
- Proposal Narrative
- Project Contract Budget
- Budget Justification
- Signed Certificate of Non-Indebtedness to the City of Philadelphia
- Reservation of Rights: Proposal Selection and Evaluation
- Liability Insurance Form
- Proof of 501(c)(3) status, if applicable
- MBEC Application Form
- Other Attachments
- Resumes
- Agency revenue by source

ADOLESCENT VIOLENCE REDUCTION PARTNERSHIP (AVRP) EXPANSION

COVER SHEET

All applications must include this cover sheet on all copies submitted. No additional correspondence, cover letters, etc. are required.

1. CONTACT INFORMATION

Organization Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Contact Person for This Proposal: \_\_\_\_\_

Contact Person's Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

2. FISCAL AND PROGRAM SUMMARY INFORMATION

What is the total amount of your budget request for the 12-month project period?  
\$ \_\_\_\_\_

Indicate which of the identified neighborhoods your program will target:

____Area One (Zip Codes:	____Area Two (Zip Codes:
____Area Three (Zip Codes:	____Area Four (Zip Codes:
____Area Five (Zip Codes:	____Area Six (Zip Codes:

3. PROGRAM PRIMARY LOCATION (if different from above)

Name of Facility: \_\_\_\_\_

Street Address: \_\_\_\_\_

Zip: \_\_\_\_\_

What is the current use of this location? \_\_\_\_\_

4. ACCEPTANCE OF REFERRALS: By submitting this application, the agency confirms that it will agree to accept referrals for this program from the Department of Human Services and its various affiliated agencies both public and private, and that it will collaborate with DHS in the effective implementation of a referral system and program evaluation for these services.

5. SIGNATURE OF CEO/APPLICANT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACT BUDGET FORMAT

DIRECT EXPENDITURES

APPENDIX A

<u>100</u>	CONTRACT	OTHER	OTHER	TOTAL
	FUNDING	CITY FUNDS	FUNDS	COST
PERSONNEL (see attached for details)				
SALARIES	\$	\$	\$	\$
FRINGE BENEFITS				-
<b>TOTAL</b>	-	-	-	-

200

SUB-CONTRACT COSTS (listed by contractor name) (prorated at \_\_ %)

<u>NAME</u>	<u>SERVICE TO BE PROVIDED</u>				
					-
	<b>TOTAL</b>				-

300

(prorate if applicable)

RENT (see attached documentation) (prorated at __ %)	20%	-	-	-	-
UTILITIES (list items)		-			
COMMUNICATION (See attached)			-		-
TRAINING					-
INSURANCE					-
OFFICE and EDUCATIONAL SUPPLIES					-
TRAVEL (client and staff)					-
FOOD/MEETING NEEDS					-
OTHER (Specify) stipends, miscellaneous					-
<b>TOTAL</b>		-	-	-	-

400

EQUIPMENT

PURCHASE

(list items and quantity)

LEASE/RENTAL

(prorated at \_\_ %)

(list items and quantity)

TOTAL

TOTAL DIRECT EXPENDITURES		-	-	-	-
TOTAL INDIRECT EXPENDITURES					-
(see attached)					
TOTAL EXPENDITURES (DIRECT & INDIRECT)	\$	-	-	-	-

SERVICE UNITS TO BE PROVIDED

(include description) After school programs, Youth Development, I&R, Case Management, Parent Ed

CONTRACT COST PER SERVICE UNIT: #DIV/0!

APPENDIX A

CONTRACTBUDGETFORMAT

**ADOLESCENT VIOLENCE REDUCTION PARTNERSHIP EXPANSION**  
**COMMUNITY ENGAGEMENT & YOUTH WORKERS**  
**BUDGET JUSTIFICATION FORM (SUMMARY)**  
**BUDGET PERIOD: JULY 1, 2006 - JUNE 30, 2007**

**OBJECT CLASS CATEGORIES**

**A) Personnel:** List staff by the title and name of the employee (if employee's name is available) who will be providing direct program services. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation for employees engaged in grant activities must be consistent with the pay for similar work within the agency. Duplicate this page if necessary.

Name/Position	Total Salary	Percentage on Project	Cost to CITY
Description of Duties:			
Name/Position	Total Salary	Percentage on Project	Cost to CITY
Description of Duties:			
Name/Position	Total Salary	Percentage on Project	Cost to CITY
Description of Duties:			
Name/Position	Total Salary	Percentage on Project	Cost to CITY
Description of Duties:			
			<b>Page Total:</b>
			<b>Grand Total:</b>

**B) Fringe Benefits:** Fringe benefits should be based on actual known costs or an established formula that is concurrent with the applicant organization. Fringe benefits are for the personnel listed in budget category (A), and only for the percentage of time devoted to the project.

Fringe Benefits	Computation	Cost
<b>Total:</b>		

**C) Supplies:** List items by type.

Supply Items	Computation	Cost
<b>Total:</b>		

**D) Professional Consultation:** For each consultant, enter the name, if known, hourly or daily fee and estimated time on the project. In the "Description" box, please provide a brief description of the consultant's qualifications and services provided for stated time. Duplicate this page if necessary.

Consultant	Computation	Cost
Description:		
Consultant	Computation	Cost
Description:		
Consultant	Computation	Cost
Description:		
Consultant	Computation	Cost
Description:		
Consultant	Computation	Cost
Description:		
		<b>Total:</b>

**E. Other Contracts:** For each other subcontract, provide the name of the organization, a description of the services to be procured, and the unit(s) of service. Duplicate this page if necessary.

Organization Name; Address and Phone Number	Cost Calculations
Description:	
Organization Name; Address and Phone Number	Cost Calculation
Description:	
Organization Name; Address and Phone Number	Cost Calculation
Description:	
Organization Name; Address and Phone Number	Cost Calculation
Description:	
<b>Page Total:</b> _____ <b>Grand Total:</b> _____	

**F) Other Costs:** List other items with known costs (e.g. reproduction, telephone, postage, equipment rentals/leases, travel, utilities, maintenance) and the basis of their computation.

Description	Computation	Cost
<b>Total:</b>		

**G) Administrative Rate & Costs:** An administrative Cost Rate is acceptable in lieu of detailing numerous and minor costs associated with providing services, e.g. administrative staff or office costs shared with multiple programs/services. Indicate your agency's applicable, standard rate as long as it excludes items specified elsewhere and is consistently applied in other grant-funded programs. Note that such rate is subject to future audits. Apply the rate to the sum of your total personnel and operating costs for each time period; show the computation below.

Rate (%)	Application	Cost
<b>Total:</b>		

**H) Occupancy Costs:** Indicate costs related to rental fees, utility costs, etc. If a formula is used to determine occupancy costs, please indicate.

Item	Description/Computation	Cost
<b>Total:</b>		

**I) Non-Recurring Costs:** Categorically list one-time expenses by either “Equipment” or “Others.” Select the appropriate time period.

Non-Recurring Costs	Computation	Cost
EQUIPMENT		
OTHER		
<b>Total:</b>		

**CERTIFICATE OF NON-INDEBTEDNESS  
TO THE CITY OF PHILADELPHIA**

\_\_\_\_\_ (“Grantee”) has intentions to enter into an Agreement with the City of Philadelphia through its designated intermediary in connection with the Department of Human Service’s delinquency prevention initiative. Grantee hereby certifies and represents to the City that the Grantee and any entities under common control with the Grantee or controlled by Grantee are not currently indebted to the City and will not at any time during the term of the pending Agreement (including any additional term(s) be indebted to the City for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of the City of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Grantee shall remain current during the term of such Agreement with all such payments and shall inform the City’s intermediary in writing of the Grantee’s receipt of any notices of delinquent payments within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Grantee acknowledges that any breach or failure to conform to this Certification may, at the option of the City, result in the withholding of payments otherwise due to Grantee and, if such breach or failure is not resolved to the City’s satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of the Agreement for default (in which case Grantee shall be liable for all excess costs and other damages resulting from the termination). In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. 4904.

GRANTEE: \_\_\_\_\_  
Name of Agency

By: \_\_\_\_\_ Attest/Witness: \_\_\_\_\_  
Authorized Signatory Secretary or Treasurer

Title: \_\_\_\_\_  
President or Vice-President Print Name  
Print Name

## **RESERVATION OF RIGHTS: PROPOSAL SELECTION AND EVALUATION**

### ***A. Proposal Selection Process and City's Reservation of Rights in Connection with Selection of Proposal(s)***

#### **1. General Reservation of Rights**

The City reserves the right to reject any and all proposals and re-issue the RFQ at any time prior to execution of a final contract, issue a new RFQ with terms and conditions substantially different from those set forth in this RFQ, or cancel this RFQ with or without issuing another RFQ.

The City reserves and may exercise any one or more of the following rights and options with respect to this selection process:

- a) Reject any Proposal if, in the City's sole discretion, the proposal is incomplete, the Proposal is not responsive to the requirements of this RFQ or it is otherwise in the best interest of the City to reject the Proposal;
- b) Supplement, amend, substitute or otherwise modify this RFQ at any time prior to selection of one or more respondents for negotiation;
- c) Reject the proposal of respondent that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially, or technically incapable or is otherwise not a responsible respondent;
- d) Reject as informal or non-responsive, any proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from this RFQ or contains erasures, ambiguities, alterations or items of work not called for by this RFQ;
- e) Waive any informality, defect, non-responsiveness and/or deviation from this RFQ that is not, in the City's sole judgment, material to the proposal;
- f) Permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, clarifying information, alterations and/or corrections to proposals by some or all of the Respondents following proposal submission.

### ***B. Proposal Evaluation Process and City's Reservation of Rights in Connection with Proposal Evaluation and Contract Negotiation***

Proposals, which the City determines in its sole discretion, are responsive to this RFQ, will be reviewed and evaluated by the City. The City reserves the right to request Respondents to make one or more presentations to the City at the City's offices at Respondent's sole cost and expense, addressing Respondents' ability to achieve the objectives of this RFQ. The City further reserves the right to conduct on-site investigations of the Respondents' facilities or of those facilities where Respondent performs its services. Proposals will be evaluated, in part, according to whether the Respondent meets the minimum qualifications and submits a proposal complying with all of the requirements of this RFQ.

The City reserves the right to enter into negotiations with any or all Respondents regarding price, scope of services, or any other term of their proposals, and such other contractual terms as the

City may require, at any time prior to execution of a final contract. The City may, at its sole election, enter into simultaneous, competitive negotiations with multiple Respondents or negotiate with individual Respondents seriatim. Negotiations with Respondent(s) may result in the enlargement or reduction of the scope of services, or changes in other terms that are material to the RFQ and the submitted proposals. In such event, the City shall not be obligated to inform other Respondents of the changes, or to permit them to revise their proposals in light thereof unless the City, in its sole discretion, determines that doing so is in the City's best interest. The City may accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the City's best interest to do so.

In the event negotiations with any Respondent(s) are not satisfactory to the City, the City reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other Respondents; to enter into negotiations with providers that did not respond to this RFQ; and/or to solicit new Proposals from providers that did not respond to this RFQ. The City reserves the right not to enter into any contract with any Respondent, with or without the re-issuance of this RFQ, if the City determines that such is in the City's best interest. Further, the City reserves the right to negotiate with and enter into a contract directly with a provider that may or may not have been a respondent to the RFQ.

**LIABILITY INSURANCE FORM  
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

\_\_\_\_\_ (print applicant agency name) acknowledges its receipt and having read the following insurance provisions with which they will need to abide, if awarded a grant. The narrative below is extracted from the City’s contract with its intermediary referred to as “Provider.” Special note has been made of those provisions in bold-face type.

Name of Applicant \_\_\_\_\_

Authorized Signatory \_\_\_\_\_

Date \_\_\_\_\_

GENERAL PROVISIONS LANGUAGE

9.1 Insurance.

Unless otherwise approved by the City’s Risk Manager in writing, Provider shall, at its sole cost and expense procure and maintain in full force and effect, covering the performance of the Services, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. **All insurance herein, except the Professional Liability insurance, shall be written on an “occurrence” basis and not a “claims-made” basis.** In no event shall work be performed until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or non-renewed. The City of Philadelphia, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance policy. An endorsement is required stating that the coverage afforded the City and its officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them and, that no act or omission of the City shall invalidate the coverage.

(a) Workers’ Compensation and Employers’ Liability.

- (1) Worker’s Compensation: Statutory Limits
- (2) Employers’ Liability: \$100,000 Each Accident – Bodily Injury by Accident; \$100,000 Each Employee – Bodily Injury by Disease; and \$500,000 Policy Limit – Bodily Injury by Disease.
- (3) Other states insurance including Pennsylvania.

(b) General Liability Insurance.

(1) Limit of Liability:

- (a) \$2,000,000 per occurrence -- all out-of-home service categories, including, but not limited to, day treatment and day care centers
- (b) \$1,000,000 per occurrence -- all in-home service categories
- (c) \$500,000 per occurrence -- all family day care providers
- (d) Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

(c) Automobile Liability Insurance.

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: Owned, non-owned, and hired vehicles.

(d) Professional Liability Insurance:

- (1) Limit of Liability: \$1,000,000 with a deductible not to exceed \$50,000.
- (2) Coverage: Errors and omissions including liability assumed under Contract.
- (3) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under the Contract shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after completion of the Services.

9.2 Self-Insurance.

Provider may not self-insure any of the coverages required under the Contract without the prior written approval of the Responsible Official and the City’s Risk Manager. In the event that Provider wants to self-insure any of the coverages listed above, it shall submit to the Responsible Official and the City’s Risk Manager, prior to the commencement of Services hereunder, a certified copy of Provider’s most recent audited financial statement, and such other evidence of its qualifications to act as self-insurer (e.g. state approval) as may be requested by the Responsible Official and/or the City’s Risk Manager. In the event such approval is granted, it is understood and agreed that the City, its officers, employees and agents shall be entitled to receive the same coverages and benefits under Provider’s self-insurance program that they would have received had the insurance requirements been satisfied by a reputable insurer admitted to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City. If at the time of commencement of the term of the Contract, Provider self-insures its professional liability and/or workers’ compensation and employers’ liability coverage, Provider may, in lieu of the foregoing, furnish to the City a current copy of the State Insurance Commissioner’s letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in the Contract by Provider to the City, or to limit Provider’s liability under the Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Provider hereunder.

9.3 Evidence of Insurance Coverage.

**Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted.** The original certificate of insurance must be submitted to the City’s Risk Manager at the following address:

City of Philadelphia  
 Finance Department, Division of Risk Management  
 1515 Arch Street, 14<sup>th</sup> Floor  
 Philadelphia, PA 19102-1579  
 (Fax No: 215-683-1705)

Both submissions must be made at least (10) ten days before work is begun and at least ten (10) days before each Additional Term. The ten (10) day requirement for advance documentation of coverage may be waived in such situations where such waiver will benefit the City, but under no circumstances shall Provider actually begin work (or continue work, in the case of an Additional Term) without providing the required evidence of insurance. The City reserves the right to require Provider to furnish certified copies of the original policies of all insurance required under the Contract at any time upon (10) days written notice to Provider.

9.4 Fidelity Bond.

When required by the City, Provider shall, at its sole cost and expense, obtain and maintain during the Initial Term and any Additional Term(s) of the Contract, a fidelity bond in an amount of the greater of (a) Ten Thousand Dollars (\$10,000) or (b) the amount specified in the Provider Agreement, covering Provider’s employees who have financial responsibilities related to the receipt and disbursement of funds under the Contract. In lieu of a fidelity bond, Provider may obtain coverage for crime insurance with limits that are the greater of (a) \$10,000 or (b) the amount specified in the Provider Agreement. The fidelity bond or crime insurance, whichever is obtained by Provider, shall name the City as beneficiary. Evidence of the existence of the fidelity bond or crime insurance shall be submitted to the City prior to the commencement of Services.



City of Philadelphia  
Minority Business Enterprise Council (MBEC)

*Mayor's Executive Order 02-05*

**INSTRUCTIONS, FORMS AND CONTRACT PROVISIONS FOR THE**  
**PARTICIPATION OF MINORITY, WOMEN AND DISABLED**  
**BUSINESS ENTERPRISES (M/W/Ds-BE)**

---

This Request for Proposal (RFP) is subject to the **Mayor's Executive Order 02-05**. The following instructions, forms and contract provisions, as well as Executive Order 02-05 (a copy of which may be obtained at the MBEC Office) are hereby incorporated in and made a part of any contract resulting from this Request for Proposal.

Respondent is subject to the provisions of Mayoral Executive Order 02-05 and is required to respond to the ranges specified in this Request for Proposal (RFP) for participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises DSBES (collectively, ("M/W/DSBE") as those terms are defined in Executive Order 02-05.

Respondent must submit a **"Solicitation for Participation and Commitment Form" (S & C Form)** identifying its solicitations and certifying that Respondent has met the ranges specified in this RFP for M/W/DSBE participation in the contract; in the event that Respondent has not achieved the ranges, Respondent must respond to and submit, in addition to the **S & C Form, a brief narrative explaining its reasons for not submitting a proposal within the projected range(s)** (more fully discussed herein).

The S & C Form (and, in the event Respondent has not achieved the ranges, the brief narrative), must be submitted with the proposal, although the MBEC reserves the right to request these documents as well as any additional or clarifying information at any time prior to contract award. The submission of a S & C Form and a narrative, if required, is an element of responsiveness to this RFP and the failure to submit a S & C Form and narrative may result in the rejection of the proposal. Respondent hereby verifies that all forms, information and documentation submitted to the MBEC are true and correct and is notified that the submission of false information by Respondent is subject to the penalties of 18 Pa.C.S Section 4904 relating to unsworn falsification to authorities.

## PARTICIPATION RANGES

Under the authority of the Mayor's Executive Order 02-05, the MBEC has established the following MBE, WBE and DSBE participation range(s) for this Request for Proposal:

MBE	10% - 15%
WBE	10% - 15%
DSBE	0%

These participation ranges serve exclusively as a guide in determining Respondent responsibility. These ranges represent the percentage of MBE, WBE and Ds-BEs participation that should be attained from business opportunities available in this RFP absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of MBEs, WBEs and Ds-BEs to perform various elements of the contract.

### A. Solicitation for Participation and Commitment.

1. Respondent must submit an S & C Form responsive to each of the range(s) established for this Request For Proposal. If Respondent does not make commitments within each of the established ranges, Respondent must request a reduction of participation by providing a brief narrative statement for not achieving the participation range(s) on its firm's *letterhead* and signed by its *Chief Executive Officer (CEO)* or their designee.

(a) S & C Form. Respondent must demonstrate that its firm did not discriminate in the subcontracting of work for the contract. To do so, Respondent must complete the S & C Form. The S & C Form shall contain:

The company name, address, contact name, telephone number, fax number and MBEC certification number of each MBE, WBE and Ds-BE solicited for participation in the contract, regardless of whether commitments resulted from this solicitation. If Respondent receives unsolicited quotations from a MBE(s), WBE(s) or Ds-BE(s) or if Respondent makes solicitations of MBE(s), WBE(s) or Ds-BE(s) but receives no quotations, these MBE(s), WBE(s) or Ds-BE(s) must also be identified on the S & C Form if you do not achieve the ranges for participation.

WBE and/or Ds-BE partner, Respondent must complete and submit with the proposal, in addition to the S & C Form, the Joint Venture Eligibility Information Form available at the Office of the MBEC.

A detailed description of the services/supply effort that was solicited and a quotation received for each MBE, WBE or Ds-BEs. This description shall include the services or the supply effort solicited/quoted, describing such service or supply effort as it relates to a distinct element of the contract as determined by the RFP. Respondents should avoid utilizing one-word descriptions of the services to be performed or the material to be supplied and should provide a detailed description.

Disclosure of any second tier subcontracts. If the listed MBE, WBE or Ds-BE subcontractor with whom Respondent has a commitment, intends to subcontract more than ten percent (10%) of the described work (not including the cost of materials, equipment or supplies incident to the performance of services under the contract), Respondent must provide, on a duplicate copy of the S & C Form, the name and address of each second tier subcontractor(s) (identifying whether it is or is not a MBE, WBE or Ds-BEs), a detailed description of the services, and dollar amount of the subcontracted services.

- The dollar amount and percentage of commitment made reflected by the quotation provided to Respondent by each identified MBE, WBE and/or Ds-BEs.
- The reason(s) if no commitment is made or no quote is received from each identified MBE, WBE and/or Ds-BEs.

Upon completion of the **S & C Form(s)**, Respondent should indicate at the bottom of each form the total percentage commitment made to the type of business. If the total percentage commitment is less than that established for this RFP, Respondent must request a reduction of participation by providing a brief narrative of Respondent's reasons for not achieving the participation range(s).

#### **Request for Reduction of Participation.**

1. If Respondent does not fully meet each of the range(s) for participation established for this RFP, Respondent must request a reduction of participation by submitting a brief narrative, on its company's letterhead, documenting Respondent's reasons for not making commitments commensurate with the participation ranges. The narrative shall contain and discuss, at a minimum, the following:

(a) If no MBE/WBE/Ds-BEs were solicited for the type of services or; materials to be contracted, please give reason(s) why no such solicitation was made.

(b) Indicate whether any non-MBE/WBE/Ds-BEs were solicited for the type of services to be contracted for, whether quotes were received and whether any commitments resulted therefrom;

(c) Provide reasons for not committing with a MBE/WBE/Ds-BEs that have submitted a quote, regardless of whether the quote was solicited by Respondent.

(d) Provide any additional evidence pertinent to Respondent's conduct relating to this RFP including sufficient evidence which demonstrates to the MBEC that Respondent has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Respondent's affirmative actions, Respondent may submit any corroborating documentation (e.g., copies of advertisements for participation).

2. The Respondent's narrative will be reviewed to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The approval/disapproval review will include consideration of the following:

(a) Whether the Respondent's actions were motivated by considerations of race or gender or disability. For example, the MBEC may investigate the Respondent's contracting activities and business practices on similar public and private sector contracts;

**(b)** Whether MBE/WBE/Ds-BEs were treated as equally as other businesses in the solicitation and commitment process. For example, the MBEC will investigate whether MBE/WBE/Ds-BEs are given the same information, access to the

RFP and amount of time to prepare a quote as others who were solicited. The MBEC will also investigate whether MBE/WBE/Ds-BEs were accorded the same level of outreach as non-MBE/WBE/Ds-BEs, for example whether Respondent short listed MBE/WBE/Ds-BEs for participation in the contractor negotiated subcontract opportunities;

**(c)** Whether the Respondent's solicitation and commitment decisions were based upon policies which disparately affect MBE/WBE/Ds-BEs.

### ***C. Proposal Evaluation***

If Respondent has submitted a Proposal within each of the projected range(s) for MBE, WBE and Ds-BEs participation, we will rebuttably presume that the Respondent has not discriminated in its selections and will be considered responsive and responsible. If Respondent has not submitted a Proposal within the projected range(s), the MBEC will evaluate whether discrimination has occurred. After review of Respondent's submission and any other evidence MBEC deems relevant to its evaluation, the MBEC will make a recommendation to the Department Head or his/her designee. If the Department head, after review of the MBEC's recommendation and supporting documentation concurs that discrimination has occurred, Respondent will be deemed not responsible and its proposal rejected.

A Proposal so rejected (due to a determination of discrimination) may result in the suspension of the Respondent from submitting future Proposal and/or participating in any future City contracts for a period of up to three (3) years.

### **GENERAL PROVISIONS**

**1.** Any M/W/Ds-BEs that is listed on the S & C Form or the Joint Venture Eligibility Information Form must be certified by the MBEC in accordance with Executive Order 02-05 in order to be credited towards the participation range(s) to the RFP or in the case of a **Joint Venture Agreement**, prior to the contract award.

**2.** No Respondent that seeks to meet the participation range(s) by entering into subcontracts with any M/W/Ds-BE subcontractor shall be considered to meet the participation range(s) if the M/W/Ds-BEs subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/Ds-BE is considered to perform a CAF when it engages in meaningful work that provides for a distinct element of the subcontract (as required by the services to be performed in accordance with this RFP). The distinct element is worthy of the dollar amount of the subcontract value and where the M/W/Ds-BE carries out its responsibilities by actually performing, managing and supervising the work involved. The MBEC may evaluate the amount of work subcontracted, industry practices and any other

relevant factors in determining whether the M/W/Ds-BE is performing a CAF. If it is determined during the review of the **S & C Form** that the work described on the form does not constitute a CAF, the proposal may be rejected.

3. Listing of a M/W/Ds-BEs as a subcontractor on the **S & C Form**, constitutes a representation by Respondent, that such M/W/Ds-BEs is capable of completing the subcontract with its own workforce, and that the Respondent has made a **BINDING COMMITMENT** with the firm prior to the submission of the **S & C Form**. This listing is also a representation by Respondent that if awarded the contract, Respondent will subcontract with the listed firm(s) for the work described and dollar/percentage amount(s) set forth on the **S & C Form**, unless the City alters the scope of services prior to the commencement of the contract. M/W/Ds-BEs percentage commitments are to be maintained throughout the term of the contract and shall apply to the total dollar amount of the contract and any additional increases.

4. If a joint venture arrangement has been entered into with a MBE, WBE or Ds-BE, the following criteria must be met in order to receive credit toward the participation range:

The MBE, WBE or Ds-BE partner(s) must be certified by the MBEC;

The MBE, WBE or Ds-BE partner(s) must derive substantial benefit from the arrangement;

The MBE, WBE or DSBE partner(s) must be substantially involved in all phases of the contract including, but not limited to, the performance, with its own workforce, of a portion of the on-site work where appropriate, and administrative responsibilities such as bidding, planning, staffing and daily management;

The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interests, contributes working capital and other resources, etc).

- If Respondent has entered into a joint venture arrangement, the joint venture partners must complete and submit a "Joint Venture Eligibility Information Form" (available at the MBEC Office). This form should be submitted with the proposal and the form will be reviewed by the MBEC or approval or disapproval of the joint venture arrangement. If the joint venture arrangement is not approved by the MBEC, Respondent will not receive credit toward the applicable participation range(s) and the proposal may be rejected.

5. In calculating the percentage of participation by a M/W/Ds-BE, Respondent shall apply the standard mathematical rules in rounding off numbers. For example, if the stated MBE participation range is 15% - 25%, the MBE participation must equal 14.5% or greater to fall within the range. In the event of an inconsistency between the dollar and percentage amounts listed on the S & C Form, the percentage will govern.

6. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE, MBE and Ds-BEs or WBE and Ds-BE), will only be credited in **one** category i.e., either as a Minority (MBE), Woman (WBE) or Disabled (Ds-BEs) Business Enterprise; Respondents will designate on the **S & C Form** which category, MBE, WBE or Ds-BEs, is submitted for credit.

7. Certification of a business by the MBEC shall not be a representation of the firm's financial or technical ability to perform specified work. The City reserves the right to evaluate a firm's ability to satisfy financial, technical or other criteria separate and apart from certification before or after selection of the successful Respondent or award of the contract.

8. If Respondent is a certified M/W/Ds-BE submitting a proposal as a prime Respondent, Respondent must still respond to the participation range(s) specified in this RFP unless Respondent requests and receives a reduction in participation; a certified M/W/Ds-BE submitting a proposal as the prime Respondent **will** receive credit toward the ranges for its own work on this RFP, and must seek to fulfill the other applicable ranges. The participation of an MBE, WBE or Ds-BEs who is a part of a joint venture created for this contract, may be credited towards the applicable participation range to the extent of the partner's ownership interest in the joint venture provided that the joint venture arrangement is acceptable to the MBEC.

9. Except as otherwise provided herein, no changes or modifications to the participation arrangements specified on the **S & C Form** or Joint Venture Eligibility Information Form, including but not limited to substitutions for the listed firms, changes or reductions in described work and/or listed dollar/percentage amounts, shall be permitted.

- (a) Following contract award, the successful Respondent may, under appropriate circumstances and with the prior written approval of the MBEC, make changes or modifications to the participation arrangements contained in its original submission. Requests for such changes or modifications must be submitted to the MBEC in writing with appropriate justification.
- (b) The MBEC may from time to time request revised form(s) or other documentation from the successful Respondent to ensure
- (c) compliance with the change order/amendment provision set forth in Paragraph 11.

10. Notwithstanding compliance with the requirements set forth herein, the City reserves the right to reject any or all Proposals as deemed in the best interest of the City.

11. In the event the successful Respondent's contract is increased by change order (sometimes referred to as a modification) and/or amendment, it shall be the responsibility of the successful Respondent to apply the participation range(s) to the amended amount in order to maintain the participation range(s) committed to on the total dollar amount of the contract at the time of contract completion.

**12.** The successful Respondent agrees to cooperate with the MBEC in its compliance monitoring efforts and to submit, within the time limits prescribed by the MBEC, all documentation which may be requested by the MBEC, including but not limited to, copies of subcontracts with the M/W/Ds-BEs, invoices, telephone logs and correspondence with the M/W/Ds-BEs, canceled checks, etc. These documents shall be maintained by the successful Respondent for a period of three (3) years following acceptance of final payment under the contract. The successful Respondent also agrees to submit reports and other documentation to the MBEC as deemed necessary by the MBEC to ascertain the successful Respondent's fulfillment of its M/W/Ds-BE participation commitments.

**13.** It is understood and agreed that the successful Respondent's compliance with the requirements for participation is material to the contract. Any failure to comply with these requirements shall constitute a substantial breach of the contract. It is understood and agreed that if the Director of Finance determines that the successful Respondent hereunder has failed to comply with the requirements for M/W/Ds-BE participation, the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

- (a)** Withhold payment(s) or any part thereof until corrective action is taken.
- (b)** Terminate the contract, in whole or in part.

**(c)** Suspend the successful Respondent from proposing on and/or participating in any future City contracts for a period of up to three (3) years.

**(d)** Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the shortfall toward the applicable M/W/Ds-BEs commitment.

(NOTE: The "total dollar amount of the contract" shall include approved change orders and amendments.)

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Should you have any questions related to the Contract Provisions, please call  
Ms. Candace Hitchcock, Deputy Director at (215) 686-3875 or fax (215) 686- 3878.



CITY OF PHILADELPHIA

**MINORITY BUSINESS ENTERPRISE COUNCIL**

**MEMORANDUM**

**August 5, 2005**

**TO :** INSERT NAME AND TITLE  
INSERT DEPARTMENT NAME

**FROM :** Candace Hitchcock, Deputy Director

**SUBJECT :** REQUEST for Proposal (RFP)- **AVRP Expansion - Minority, Women and Disabled Business Enterprises - (M/W/DSBE) Participation**

**Executive Order 2-05 –**

The Minority Business Enterprise Council (MBEC) has reviewed the above RFP for areas of work that can be performed by MBEC firms. The following ranges should be included in the RFP:

**1. Professional Services for Phases One and Two**

- MBE Range 10% - 15%
- WBE Range 10% - 15%
- DS-DEs Range 0%

**2. Construction for Phase Two (Not applicable)**

- MBE Ranges 0%
- WBE Ranges 0%
- DS-DEs Ranges 0%

Under “*Required Forms*” add the Solicitation and Commitment form (S&C) (attached).

We have enclosed the MBEC “Instructions, Forms and Contract Provisions” language that should be incorporated into the RFP. Please advise us of the pre-proposal meeting date and we will have representation.

If there are any questions, please contact Candace Hitchcock, Deputy Director at 215-686-3875.

CH/le

Enclosure

C: Peter Longstrength, President, PIDC  
File