



**REQUEST FOR QUALIFICATIONS: DEVELOPERS FOR CONSTRUCTING
MODULAR HOUSING – PILOT PROGRAM**

**ISSUED BY THE COOK COUNTY LAND BANK AUTHORITY
AUGUST 8TH, 2023**

RFQ Issued: Tuesday, August 8th, 2023
Initial Submissions Accepted: Tuesday, August 15th, 2023
Submission Deadline: Tuesday, August 29th, 2023

Responses and Bid to be submitted in electronic form (Adobe PDF preferred) and submitted to: info@cookcountylandbank.org.



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INSTRUCTIONS TO RESPONDENTS

1. PURPOSE

The Cook County Land Bank Authority (CCLBA) is issuing a Request for Qualifications (RFQ) in order to select qualified manufacturers of modular housing who have the ability to bring teams together in order to manufacture, deliver, finance, and install modular home(s) in Cook County, Illinois. Modular housing - prefabricated housing built in a factory setting and then transported to the site where it is assembled - is viewed as a faster construction option than conventional stick-built construction methods. As demonstrated in many jurisdictions, modular housing provides an opportunity to rapidly respond to housing crises as they arise throughout the country.

The CCLBA has the potential to acquire over 1,000 residential vacant lots in Cook County and is exploring the possibility of using modular housing to facilitate an infill housing strategy in certain municipalities throughout Cook County.

The Respondent shall be able to construct and deliver a modular housing unit that, when delivered to the project site, assembled, inspected and approved shall meet or surpass all building code requirements/guidelines for the local jurisdiction. All modular homes constructed shall be completed in accordance with all applicable Federal, State, and Local statutes, policies, plans, and regulations.

2. BACKGROUND – COOK COUNTY LAND BANK AUTHORITY

The Cook County Land Bank (herein after “CCLBA”) is an agency established by Cook County ordinance in 2013 to address the large inventory of vacant residential, industrial and commercial property across the entire County’s service area. The Land Bank will acquire, hold, and transfer interest in real property throughout Cook County to: promote redevelopment and reuse of vacant, abandoned, foreclosed or tax-delinquent properties; support targeted efforts to stabilize neighborhoods; stimulate residential, commercial and industrial development- all in ways that are consistent with goals and priorities established by local government partners and other community stakeholders.

3. LOCATION

CCLBA has identified sites in suburban Cook County, the City of Chicago, and unincorporated Cook County that have the potential for building modular housing en masse. These sites will be furnished to successful Respondents at a later date.

4. SCOPE OF WORK

All submittals should include, at minimum, the following information in order to be considered a

complete response:

- **Letter of Introduction:** Briefly describe the Respondent’s name, address, e-mail, and phone number as well as a summary of the respondent’s understanding of the scope of services and overall approach.
- **Company Profile:** Provide a brief description of your organization’s size, organization structure, and history.
- **Relevant Experience & Qualifications:** Respondents shall provide a description of their organization’s relevant experience and qualifications regarding the construction of modular homes. Please also identify the respondent’s team, including any sub-consultants that will be contracted and involved in the project if Respondent is selected as a qualified applicant. Examples of sub-consultant work performed may or may not include the manufacture of the home, the on-site installation/foundational work, the site aggregation & zoning/permitting activities, the financier of the modular home, and the real estate/sales team involved with the selling of the home.
- **Sample Projects:** Respondents shall provide at least two (2) modular housing sample projects that the respondent has completed and delivered. Please specify the date completed and the cost (to the best of the respondent’s ability) for each modular home. Please provide photos of each completed property.
- **Community Involvement:** Respondents shall describe how their work impacts the local community where the construction is occurring. This work may include but is not limited to hiring local residents, training programs, or youth employment.
- **Pro Forma Financial Statement:** Respondents shall provide a detailed, line-item spreadsheet of all costs that go into the construction of one (1) modular home. In addition, Respondent shall demonstrate financial capacity by extrapolating financial costs for up to ten (10) modular homes. *(a successful Respondent may be awarded more than 10 sites)*
At the bottom of the spreadsheet, please tabulate and summarize all costs for that modular home. The total price submitted should include the cost of delivery and set up costs/oversights of installation.
- **Timeline:** Respondent shall include a typical timeline for the construction of the modular home, from order date to delivery/set-up.
- **Quantity/Capacity:** Respondents shall provide an accurate timeline for how many modular homes can be built and delivered to a selected site within a specific timeframe.
- **Licensing & Insurance Information:** Pursuant to the RFQ and before a contract is executed, the apparent successful Respondent must hold all necessary, applicable professional licenses required by the State of Illinois and all other regulatory agencies necessary to complete the services. The Vendor shall obtain, at the Respondent’s expense, any permits, certificates and licenses as may be required in the performance of the work specified. All required licenses shall remain active and valid during the entire duration of the subsequent contract. CCLBA may require any or all vendors to submit evidence of proper licensure.
- **Economic Disclosure Statement & Execution Documents:** Respondents must complete and return the enclosed “Economic Disclosure Statement and Forms” (“EDS”) along with proposal. All references to “County” in the EDS shall include the CCLBA. In the event that further clarification is required on any information provided, CCLBA reserves the right to make any necessary inquiry with a respondent for such purpose. Such inquiry, if made, may

include a deadline by which time any necessary clarifying information must be submitted.

5. SUBMITTAL DEADLINES & SIGNIFICANT DATES

Successful responses and bids to this Request for Qualifications shall submit an electronic copy (Adobe PDF preferred) to info@cookcountylandbank.org with the initial subject line of, "RFQ Submittal..." A successful Respondent will adhere to the following deadlines:

- **Issuance of RFQ: Tuesday, August 8th, 2023**
- **Initial Submissions Accepted: Tuesday, August 15th, 2023**
- **Submission Deadline: Tuesday, August 29th, 2023**

Responses sent by mail or fax will not be accepted. Confirmation will be provided by the Cook County Land Bank Authority (CCLBA) staff within one (1) day after the date of submission. CCLBA reserves the right to reject any/ all submissions, to extend the submission period, to re-advertise for submissions, or take any other such actions that may be deemed to be in the best interests of CCLBA.

6. RESPONDENT WARRANTIES

The submission of a Response shall constitute a warranty that (1) Respondent has carefully and thoroughly reviewed the RFQ and exercised all need for guidance or clarification of any terms and conditions expressed by CCLBA; (2) Respondent and all staff intended to work on this Contract are skilled and experienced in the type of services called for in this RFQ; (3) Respondent is not currently in arrears to Cook County, nor has defaulted on any past contract with Cook County or the CCLBA; and, (4) neither the Respondent nor any of its employees, agents, suppliers, or subcontractors have relied on any verbal representations from the CCLBA or its employees, contractors, or directors. Failure of Respondent to fully acquaint themselves with the amount of work involved to properly perform under the Contract will not be a basis for requesting extra compensation after the award of a Contract.

7. MODIFICATION OF RESPONSES

Respondents may withdraw Responses at any time. No modifications will be accepted on Responses submitted. However, revised Responses may be resubmitted prior to the submission deadline date.

8. QUESTIONS & NOTICES

All communications concerning this RFQ must be presented in writing via email to info@cookcountylandbank.org with the subject line, "Modular Housing RFQ Question..."

9. COOPERATION WITH THE INSPECTOR GENERAL

Persons or businesses seeking contracts from the CCLBA are required to abide by all applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.



COUNTY ORDINANCE REQUIREMENTS

All procurements are subject to the following requirements as set forth in the Cook County Code of Ordinances.

1. LIVING WAGE

All CCLBA procurements shall comply with the requirements set forth in Section 34- 160 (Living Wage) of the Cook County Code of Ordinances.

2. PREVAILING WAGE

All CCLBA procurements shall comply with Sec. 34-161 (Prevailing Wage) of the Cook County Code of Ordinances.

3. FEDERAL PREVAILING WAGE

As provided in Section 34-162 (Federal Prevailing Wage) of the Cook County Code of Ordinances, if a procurement will be paid using federal funds, and if such federal funding requires compliance with the Davis-Bacon Act (40 U.S.C 276a-276a-7), then the Contract shall contain provisions requiring that the Contractor and any subcontractors shall pay the Federal Prevailing Wage.

4. PREVAILING WAGE FOR COVERED SERVICES

Not less than the prevailing rate of wages shall be paid and prevailing working conditions shall be provided to any laborer, worker and mechanic providing janitorial cleaning services, window cleaning services, elevator operator and starter services, and security services under a contract, in accordance with Section 34-163 of the Cook County Code of Ordinances.

5. RECYCLED PRODUCTS

All CCLBA procurements shall comply with Section 34-215 through Section 34-222 (Recycled Products) of the Cook County Code of Ordinances. In applying such provisions, the term “County” shall mean “CCLBA” and the term “CPO” shall mean “Executive Director.”

6. PREDATORY LENDERS

All CCLBA procurements shall comply with Section 2-407 (Predatory Lender Ordinance) of the Cook County Code of Ordinances. Each Proposal or Response submitted by a financial institution shall contain the certification set forth in Section 34-192 (Predatory lenders) of the Cook County Code of Ordinances.

7. COMPLIANCE WITH CHILD SUPPORT ORDERS

All CCLBA procurements shall comply with Sec. 34-369 (Child Support Payment) of the Cook County Code of Ordinances.

8. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

All CCLBA procurements shall comply with Sec. 34-260 through Sec. 34-289 (Cook County Minority and Women Owned Business Enterprise) of the Cook County Code of Ordinances; provided however, that the Executive Director shall have the duties and responsibilities imposed upon the County’s Chief Procurement Officer and the Contract Compliance Officer; and that the Board shall have the powers and duties of the County Board.

9. LOCAL BUSINESS PREFERENCE

As provided in Section 34-230 of the Cook County Code of Ordinances, the Executive Director shall recommend award of the Contract to the lowest responsible and responsive Proposer which is a local business, so long as the Proposal of such Proposer does not exceed the Proposal of the lowest responsive and responsible Proposer by more than 2%.

10. VETERAN’S PREFERENCES & INCENTIVES

All CCLBA procurements shall comply with Sec. 34-237 through Sec. 239 (Veterans Preference and Incentives) of the Cook County Code of Ordinances.



GENERAL CONDITIONS

If a Respondent is deemed qualified to perform the requested services on behalf of CCLBA, the Respondent must agree to the following General Conditions, which will be part of the contract between CCLBA and the Respondent. Some conditions may not be particularly relevant for the services to be performed. The final Contract may contain additional conditions.

1. SUBCONTRACTING OR ASSIGNMENT OF CONTRACTS

Once awarded, the Contract may not be subcontracted or assigned without prior written authorization of the CCLBA. Any unauthorized subcontracting or assignment shall render the Contract null and void.

2. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the CCLBA and its directors, consultants, employees, agents and representatives, and their respective heirs, successors, and assigns, from and against any and all costs, expenses, attorneys' fees, losses, damages, and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts and omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor.

3. PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract documents. No payment shall be made without such invoices having been submitted in the proper form approved by the CCLBA.

4. PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any service or contract good to be provided pursuant to this Contract, Contractor shall refund to the CCLBA, on a prorated basis to the effective date of termination, all amounts prepaid for such service or contract good not actually provided as a result of the termination. The refund shall be made within fourteen (14) calendar days of the effective date of the termination.

5. PRICE REDUCTION

If at any time after the Contract award, the Contractor makes a price reduction in the price of any goods covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period.

6. DISPUTES

The Chief Procurement Officer of CCLBA shall have final authority to resolve any disputes. Any

dispute may be presented to the Chief Procurement Officer in writing, specifying the nature of the dispute and the relevant section of the Contract. The Chief Procurement Officer will conduct a review and execute a decision in writing and mail or otherwise furnish a copy to the Contractor and to the disputing party, if different from the Contractor.

Notwithstanding a dispute, the Contractor shall continue to discharge all its obligations, duties, and responsibilities set forth in the Contract during any dispute resolution proceeding, unless otherwise agreed to by CCLBA in writing.

7. MODIFICATIONS & AMENDMENTS

Modifications and amendments may be made to the contract, provided such modifications and amendments are approved in writing by the Chief Procurement Officer. No change to the contract may extend the contract period more than one (1) year, nor may any change increase the value of the contract more than ten (10) percent over the contract award.

8. DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract, where Contractor has failed to cure such breach within fourteen (14) calendar days after written notice of breach is given to Contractor by CCLBA, setting forth the nature of such breach. A material breach of the Contract by the Contractor includes, but is not limited to, the following:

- i. Failure to begin performance under this contract within the specified time;
- ii. Failure to perform under this contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
- iii. Performance of this Contract in an unsatisfactory manner;
- iv. Refusal to reperform services deemed to be defective or unsuitable;
- v. Discontinuance of performance of Contractor's obligations under the Contract or the impairment of reasonable progress of performance;
- vi. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency;
- vii. An assignment of this Contract for the benefit of creditors;
- viii. Any cause which impairs performance in an acceptable manner;
- ix. Any other material breach of any term or condition of this Contract.

CCLBA shall be in default hereunder if any material breach of the Contract by CCLBA occurs, which is not cured by CCLBA within forty-five (45) calendar days after written notice of breach has been given by the Contractor to CCLBA, setting forth the nature of the breach.

9. COOK COUNTY LAND BANK AUTHORITY REMEDIES

If the Contractor fails to remedy a material breach during the fourteen (14) calendar day cure period pursuant to Section 2(h), CCLBA shall have the right to terminate this Contract, provided however, that CCLBA shall give the Contractor written notice of its intent to terminate. Following notice to the Contractor, CCLBA reserves the right to withhold payments owed to the Contractor until such time as the Contractor has cured the breach, which is the subject matter of the notice. In addition, CCLBA shall have the rights to pursue all remedies available in law or equity.

10. CONTRACTOR’S REMEDIES

If CCLBA has been notified of breach and fails to remedy the breach during the forty- five (45) calendar day cure period pursuant to Section 2(h), the Contractor shall have the right to terminate this Contract, provided however, the Contractor shall give CCLBA thirty (30) calendar days prior written notice of termination. Contractor shall have the rights to pursue all remedies available in law or equity. The Contractor’s damages shall be limited to provable damages not to exceed the value of the Contract as awarded by the CCLBA. Contractor shall not disrupt the operation or repossess any component thereof.

11. DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

12. PATENTS, COPYRIGHTS, AND LICENSES

Contractor warrants that any software, licenses, programs, work product, intellectual property, equipment, hardware or part or use thereof is provided to CCLBA legally and without infringement on any patent, copyright, or license or any other intellectual property right. Contractor shall agree to hold harmless and indemnify the CCLBA at its own expense against any suit or proceeding brought against the CCLBA based on a claim that the ownership or use of said items or any part thereof constitutes a violation or infringement of rights belonging to a party other than the Contractor.

13. COMPLIANCE WITH LAWS

Respondent / Contractor shall at all times observe and comply with the laws, ordinances, regulations, and codes of the Federal, State, County, and other local governments which may in any manner affect the preparation of the Response or the performance of the Contract. Respondent / Contractor shall also comply with the rules and procedures approved and adopted by the CCLBA and the Cook County Land Bank Ordinance, which can be found on the CCLBA website, www.cookcountylanbank.org.

14. TERMINATION FOR CONVENIENCE

CCLBA may terminate this Contract, or any portion of it, at any time by notice in writing to the Contractor.

15. GUARANTEES & WARRANTIES

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to CCLBA before final voucher on the Contract is issued. The Contractor agrees that the contract goods or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar contract goods or service and that the rights and remedies so provided are in addition to and do not limit any rights afforded to the CCLBA.

16. STANDARD OF CONTRACT GOODS

Only new, originally manufactured, contract goods will be acceptable to CCLBA. CCLBA will not accept any contract goods that have been refurbished, rebuilt, restored, or renovated in any way, nor will it accept experimental contract goods. Contract goods not produced by regular production

methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the Response will be considered experimental.

17. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or any time thereafter, except solely as required in the course of Contractor's performance of services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting CCLBA and will not disclose any of CCLBA's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from the CCLBA without prior approval of CCLBA. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to the CCLBA free of charge.

All documents, data, studies, reports, work product or product created as a result of the performance of service(s) shall be the property of CCLBA. It shall be a breach of this Contract for the Contractor to reproduce or use, any documents, data, studies, reports, work product, or product obtained from the CCLBA or created hereby for its own purposes or to be copied and used by any third party. During the performance of the service(s) herein provided for, the Contractor shall be responsible for any loss or damage to the documents herein enumerated while they are in Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

18. AUDIT: EXAMINATION OF RECORDS

Contractor agrees that the CCLBA auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, cancelled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition, or provision thereof. The Contractor shall be responsible for establishing and maintaining records to sufficiently document the costs associated with performance under the terms of this Contract.

Contractor further agrees that it shall include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the CCLBA auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the subcontract, have access and the right to examine any books, documents, papers, cancelled checks, bank statements, purveyor's and other invoices, and records of such subcontractor involving transactions related to the subcontract, or to such subcontractor's compliance with any term, condition, or provision thereunder or of the Contract.

In the event the Contractor receives payment under the Contract which is later determined by the CCLBA to be unwarranted, the Contractor shall promptly refund the unjustified amount to the CCLBA on request, or at the CCLBA's option, the CCLBA may credit the disallowed amount from the next payment due or to become due to the Contractor under any Contract with the CCLBA.

19. ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in the Contract constitute all of the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

20. FORCE MAJEURE

Neither Contractor nor CCLBA shall be liable for failing to fulfill any obligation under this contract if such failure is caused by an event beyond such party’s reasonable control and which is not caused by such party’s fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, tornadoes, floods, epidemics, or riots.

- **ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT** *(See separate PDF)*
- **COUNTY INSURANCE REQUIREMENTS** *(See separate PDF)*

