



**Request for Proposal**

**Issued by the Cook County Land Bank Authority**

**Home Renovation –**

**8755 S Throop St, Chicago, IL 60620**

**For**

**Cook County Land Bank Authority**

**Robert Rose, Executive Director**

**Responses to be submitted in electronic format (Adobe PDF preferred) and submitted to: [info@CookCountyLandBank.org](mailto:info@CookCountyLandBank.org)**

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## 1) INSTRUCTIONS TO PROPOSERS

### a) Definitions

- i) Proposer shall mean the individual or business submitting a Proposal to supply the services required by the RFP.
- ii) Proposal shall mean the complete proposal submitted by the Proposer to provide the service, which constitutes an offer to contract with CCLBA at said terms and conditions.
- iii) CCLBA shall mean the Cook County Land Bank Authority.
- iv) Contract shall mean the agreement between the CCLBA and the Contractor, which shall be awarded by the CCLBA on a per property basis.
- v) Contractor shall mean the individual or business entity submitting a Proposal and to whom CCLBA will award the contract(s).
- vi) Chief Procurement Officer shall mean the Executive Director of the Cook County Land Bank Authority.

### b) Content of Proposals

A complete Proposal will consist of:

- i) Costs to provide the following services:
  - a. **Home Renovation Services**
  - b. Expectations or requirements of the CCLBA, and,
  - c. Other such information that is required for CCLBA to evaluate the quality and completeness of the proposed project
- ii) A Letter of Interest (L.O.I.), which will include a brief summary of the qualifications of the contractor.
- iii) Copies of current professional licenses – must include copy of electrical and plumbing licenses.
- iv) Copies of any certifications achieved relevant to the services requested
- v) Statement of Qualifications, which will include a brief description of the contractor's work history, number and titles of employees, number of years performing renovations and construction general contracting services.
- vi) Provide a list of professional references for whom the contractor has or is providing renovation services. Include the name of the contact person, name of the company or firm, and telephone number and email address for the contact. Please provide at least three (3) references for services performed within the last 12 months. If you have completed work with the CCLBA within the last 12 months the list of references can be forgone; please, however, reference the projects completed with the CCLBA.
- vii) Financial status: Contractor will bear all costs through the end of the project; **please provide proof of funds that will be used to complete the renovation.** Payment will be remitted after the completion of the renovation.
- viii) Legal Actions: Please provide a list of any pending litigation in which the proposer may experience significant financial settlement and include a brief description of the reason for legal action. If no legal action is pending, include

a section in the proposal marked “Legal Actions – None.”

- ix) Conflict of Interest: Provide information regarding any real or potential conflict of interest. Failure to reveal any potential conflict of interest at the time of proposal may represent a breach of contract, subject to appropriate penalties.
- x) Statement concerning amount of anticipated participation by M/WBE firms as contractor or subcontractor in project, what steps Proposer has taken to secure M/WBE participation as per the requirements of the M/WBE ordinance, and whether Proposer will seek a waiver to exempt Proposer from complying with M/WBE policy (see Section 2(e) below).
  - a. Statement concerning efforts that have been or will be taken to recruit and hire local workers to meet project needs, if any.
- xi) Certificate of insurance, including general liability and errors and omissions. **Proposer must list Cook County Land Bank Authority as an additional insured party upon successful contract with CCLBA.**  
Minimum coverage required in accordance with the City of Chicago is \$1,000,000.00 per occurrence for bodily injury and property damage.
- xii) **Scope of Work. Please provide a detailed scope of work. Reference section “4) f” for additional requirements.**
- xiii) Timeframe for completion of project. Please provide an estimated timeframe outlining phases of renovation for the completion of project. CCLBA expects the project to be completed no later than 120 days after the issuance of permits.

Please include the name of Proposer on all documents contained in the proposal.

### **c) Proposer Warrantees**

The submission of a Proposal shall constitute a warranty that (1) Proposer has carefully and thoroughly reviewed the RFP and exercised all need for guidance or clarification of any terms and conditions expressed by CCLBA; (2) Proposer and all staff intended to work on this project are skilled and experienced in the type of services called for in this RFP; (3) neither Proposer nor any subcontractor intended to work on this project is currently in arrears to Cook County, nor has defaulted on any past contract with Cook County or the CCLBA; and, (4) neither the Proposer 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 Proposer to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

#### **d) Submission of Proposal – Significant Dates**

Complete proposal submissions will be accepted beginning:  
Tuesday, August 1, 2017

Deadline for submissions is:  
Monday, August 21, 2017

Open Houses for evaluation will be held on the following dates:  
Friday, August 4, 2017 – between 10:00AM and 12:00PM  
Wednesday, August 9, 2017 – between 2:00PM and 4:00PM  
Friday, August 11, 2017 – between 1:30 PM and 3:30PM  
Wednesday, August 16, 2017 – between 2:00PM and 4:00PM

Special arrangements can be requested for showings outside of the Open House dates but are not guaranteed to be accommodated.

Expected Project Timeframe:  
The CCLBA expects the renovation to be completed within **120 days** of issuance of permits.

Incomplete proposals will not be accepted.

#### **e) Modification of Proposals**

Proposers may withdraw Proposals at any time. No modifications will be accepted on Proposals submitted, though revised Proposals may be resubmitted.

#### **f) Acceptance of Proposals**

The CCLBA reserves the right to reject any or all submissions, to extend the bidding period, to re-advertise for submissions, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best of interests of the CCLBA. Upon acceptance and opening of all Proposals, the CCLBA or their designee may schedule and hold interviews with those candidates that it deems most qualified and will negotiate with the number one ranked submission to determine if it is possible to come or enter into or agree to an acceptable contract. If the CCLBA or their designee determines that they are unable to come to an acceptable contract with the number one firm, then the CCLBA or their designee will negotiate with the number two firm. This process shall be followed until the CCLBA approves a contract. Proposals will be evaluated in terms of the comprehensiveness of the services offered, pricing, and experience of the Proposer with projects of similar size, scope, and complexity.

### **g) Prices Firm**

Prices for the proposed services must be kept firm for at least one hundred and twenty (120) days after the last time specified for submission of proposal. Firm Proposals for periods of less than this number of days may be considered non-responsive. Proposer may specify a longer period of firm price than indicated here. If no period is indicated by the Proposer in the Proposal, the price will be firm until written notice to the contrary is received from the Proposer.

### **h) Notices**

All communications concerning this proposal must be presented in writing via email or standard U.S. mail. Include the project address in the subject line of all electronic correspondence. Questions should be directed to:

Mustafaa Saleh  
Asset Manager  
Cook County Land Bank Authority  
69 W. Washington St., Suite 2938,  
Chicago, IL 60602  
Phone: 312-603-8019  
Email: [mustafaa@CookCountyLandBank.org](mailto:mustafaa@CookCountyLandBank.org)

Gene Kelley  
Asset Manager  
Cook County Land Bank Authority  
69 W. Washington St., Suite 2938,  
Chicago, IL 60602  
Phone: 312-603-8036  
Email: [gene@CookCountyLandBank.org](mailto:gene@CookCountyLandBank.org)

### **i) Cooperation with the Inspector General**

Persons or businesses seeking contracts from the CCLBA are required to abide by all of the 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.

***END OF SECTION***

## **2) COUNTY ORDINANCE REQUIREMENTS**

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

### **a) Living Wage**

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

### **b) Recycled Products**

All CCLBA Purchases 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."

### **c) Predatory Lenders**

All CCLBA Purchases 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.

### **d) Compliance with Child Support Orders.**

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

### **e) Minority and Women Owned Business Enterprises.**

All CCLBA Purchases 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.

In its Proposal, Proposer shall state the name(s) of the minority and women business enterprise subcontractor(s) and the level of participation proposed for each firm to be awarded a subcontract, where applicable. In the event that the Proposer does not meet the MBE/WBE participation goal, Proposer must nonetheless demonstrate that it undertook good faith efforts to satisfy the participation goal. Evidence of such efforts may include, but shall not be limited to, documentation demonstrating that the Proposer made attempts to identify, contact, and solicit viable MBE/WBE firms for the services required, that certain MBE/WBE firms did not respond or declined to submit proposals for the work, or any other documentation that helps demonstrate good faith efforts. Failure by the



Proposer to provide the required documentation or otherwise demonstrate good faith efforts will be taken into consideration by the CCLBA in its evaluation of the Proposer's responsibility and responsiveness.

**f) Local Business Preference.**

As provided in Section 34-230 of the Cook County Code of Ordinances, the Executive Director shall recommend award of the Procurement 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 Responsible and Responsive Proposer by more than 2%.

**g) Veteran's Preferences and Incentives.**

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

***END OF SECTION***

### **3) GENERAL CONDITIONS**

#### **a) 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.

#### **b) Indemnification**

The Contractor agrees to indemnify and save harmless the CCLBA and its directors, consultant, employees, agents and representatives, and their respective heirs, successors, and assigns, from and against any and all costs expenses, attorney's 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.

#### **c) Payment**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents. Payment will be remitted in lump sum after the completion of the project at the contracted price. No change orders will be granted, unless specifically requested by the CCLBA.

#### **d) 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, or 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) days of the effective date of the termination.

#### **e) 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.

#### **f) Disputes**

The Executive Director shall have final authority to resolve any disputes. Any dispute may be presented to the Executive Director in writing, specifying the nature of the dispute and the relevant contract section. The Executive Director 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.

#### **g) Modifications and Amendments**

No modifications and amendments will be made to the contract once finalized, unless specifically requested by CCLBA and agreed to in writing by Contractor.

#### **h) 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 ten (10) 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:

- (1) Failure to begin performance under this contract within the specified time;
- (2) 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;
- (3) Performance of this contract in an unsatisfactory manner;
- (4) Refusal to perform services deemed to be defective or unsuitable;
- (5) Discontinuance of performance of Contractor's obligations under the contract or the impairment of reasonable progress of performance;
- (6) Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency;
- (7) An assignment of this contract for the benefit of creditors
- (8) Any cause which impairs performance in acceptable manner;
- (9) 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) days after written notice of breach has been given by contractor to CCLBA, setting forth the nature of the breach.

#### **i) Cook County Land Bank Authority Remedies**

If the contractor fails to remedy a material breach during the ten (10) 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.

**j) Contractor's Remedies**

If CCLBA has been notified of breach and fails to remedy the breach during the forty-five (45) 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) days prior written notice of termination.

Contractor shall have the rights to pursue all remedies available in law or equity. In cases the contractor's damages shall be those 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.

**k) 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.

**l) 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.

**m) Compliance with Laws**

Proposer 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 Proposal or the performance of the contract. Proposer shall also comply with by 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.cookcountylandbank.org](http://www.cookcountylandbank.org).

**n) Termination for Convenience**

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

**o) Guarantees and Warrantees**

All guarantees and warrantees required shall be furnished by the Contractor and shall be delivered to the Executive Director 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.

**p) Standard of Contract Goods**

Only new, originally manufactured, contract goods will be acceptable to CCLBA. CCLBA will have to approve in writing prior to install any contract goods that have been refurbished, rebuilt, restored, or renovated in any way. CCLBA will not 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 reasonable period of time prior to the offering of the proposal, will be considered experimental.

**q) 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 Services herein provided for, the Contractor shall be responsible for any loss or damage to the documents herein enumerated while they are in his possession, and any such document lost or damaged shall be restored at the expense of the contractor.

**r) 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 sufficient to 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, reimbursement for which is later disallowed by the CCLBA, the Contractor shall promptly refund the disallowed amount to the CCLBA on request, or at the CCLBA's option, the CCLBA may credit the amount disallowed from the next payment due or to become due to the contractor under any contract with the CCLBA.

**s) 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.

**t) 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.

***END OF SECTION***

#### 4) Special Conditions

##### a) Scope

The Cook County Land Bank Authority (CCLBA) invites qualified contractors to submit Proposals for consideration to provide the following services.

##### Home Renovation Service

##### b) Value of the Project:

Services will be contracted, billed, and paid on a per property basis.

##### c) Method for Payment

Services will be billed and paid upon completion of the project to the satisfaction of CCLBA.

##### d) Contract Period

Contract will end at the completion of the renovation and remittance of payment by the CCLBA.

##### e) Interviews

CCLBA reserves the right to interview proposers at its discretion.

##### f) Background on the Cook County Land Bank Authority

The CCLBA was established via Ordinance by the Cook County Board on January 16, 2013. The CCLBA is the largest geographic land bank in the country covering 946 square miles, encompassing 130 municipalities and 5.1 million people and is the first single purpose entity in Cook County to focus solely on returning vacant and foreclosed property back to active and productive use throughout the region. The CCLBA comprises a 15-member governing board.

##### g) Basic Proposed Scope

###### DESCRIPTION

This consists of the complete renovation of the property located at: 8755 S Throop St, Chicago, IL 60620. A detailed scope of work is to be included in submissions, outlining all aspects of the proposed renovation, and the phases at which they will be completed. **The renovation is to be conducted in compliance with the Building Code of Ordinances as outlined by the City of Chicago Municipal Code, and the Chicago Bungalow Association Regulations.** The renovation scope is to include but not limited to the repair/reconstruction of the following aspects of the home:

1. Roofing
2. Masonry
3. Siding
4. Windows
5. Demolition
6. Remediation
7. Carpentry Rough and Finish
8. Plumbing
9. Electrical
10. HVAC
11. Insulation
12. Drywall
13. Painting
14. Flooring/Tile
15. Garage
16. Landscaping
17. Concrete

In addition, the following are required **mandates** of the renovation:

1. Contractors Sworn Statement – Line Item Budget
2. Contractor must keep property secure; any vandalism or theft will be the responsibility of the Contractor
3. Must keep grass cut and lawn maintained per City of Chicago Ordinance
4. Demolition – complete gut of the residence
5. The addition of a bathroom in the basement
6. Evaluation of relocation of the kitchen to the present dining room
7. The installation of new basement windows
8. The installation of a complete new interior plumbing supply
9. The upgrade/repair of electrical service and installation of 200 amp service
10. All finishes and color choices to be approved by CCLBA prior to installation/work
11. The installation of all new kitchen appliances which must be approved by CCLBA prior to installation:
  - a. Refrigerator
  - b. Range or Stove Top/Oven
  - c. Dishwasher
  - d. Range Hood or Microwave with exhaust over Stove (may also add both features to kitchen per scope)

***END OF SECTION***