

**Kane County
Office of Community Reinvestment
Request for Proposals
Consolidated 5-Year Plan for Program Years 2025-2029**

Issue Date: November 25, 2024

This Request for Proposals (RFP) is for the purpose of contracting with a qualified individual/firm to collect and analyze data related to the Needs Assessment and Market Analysis sections of the Consolidated Plan (as defined at 24 CFR Part 91, Consolidated Plan Final Rule) for the Kane-Elgin Consortium.

SUBMISSION REQUIREMENTS:

One (1) complete proposal in pdf format must be submitted.

SUBMIT PROPOSAL TO:

beckjosh@KaneCountyIL.gov

CONTACT PERSON:

Josh Beck, Assistant Director for Community Development
Phone: 630-444-2960
beckjosh@KaneCountyIL.gov

SUBMISSION DEADLINE:

December 20, 2024, 4:00 pm CST

Proposals received after the submission deadline will be rejected and returned to the sender.

RFP SCHEDULE:

RFP Available:

November 25, 2024

Proposals Due:

December 20, 2024, 4:00 pm CST

Complete Contract Negotiations/Est. Schedule:

January 2025

Commence Work:

February/March 2025

Complete Project:

June 30, 2025

GENERAL REQUIREMENTS:

A. Introduction

Kane County and the City of Elgin (County and City) individually receive Community Development Block Grant funds and, as a consortium, receive HOME Investment Partnerships funds from the U.S. Department of Housing and Urban Development (HUD). The Kane-Elgin Consortium is requesting proposals for consulting services from individuals and/or firms with proven expertise and understanding of HUD’s Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) as it relates to the Consolidated Plan. Proposals should highlight the individual’s/firm’s capability to develop the required data elements of the Needs Assessment and Market Analysis sections of the five-year Housing and Community Development Consolidated Plan (Con Plan for both the City of Elgin and Kane County).

B. Background

The Kane-Elgin Consortium is required to submit to HUD a five-year Con Plan for program years 2025-2029 that identifies housing and community development needs and proposes strategies for addressing those needs. Annual Action Plans will be prepared each year by the County and City to identify the funding priorities and goals from the Con Plan that will be addressed each year. The Kane-Elgin Consortium is currently operating under its 2020-2024 Con Plan. It must submit a Con Plan for 2025-2029 in July 2025 for HUD approval in order to continue to receive annual entitlement funding under the CDBG and HOME Programs.

C. Scope of Work

The successful consultant will be expected to collect and analyze data related to the Needs Assessment and Market Analysis sections of the Consolidated Plan for both the County and City in accordance with all applicable federal and local regulations, notices, and guidance for HUD Consortia Consolidated Plans. The consolidated planning process is subject to stringent federal regulations with mandatory deadlines which are inflexible. The Con Plan must incorporate the elements detailed below, which constitute the scope of work to be performed under this RFP. The consultant is not expected to attend any meetings in person, and may complete the work remotely.

1. Data Collection and Analysis

A. Tasks include, but are not limited to:

i. Review available local, state, and federal datasets, tables and statistics.

B. Deliverables include, but are not limited to:

i. Complete the following HUD data tables for both the County and City:

Needs Assessment

NA-10 Housing Needs Assessment
NA-15 Disproportionately Greater Need:
Housing Problems
NA-20 Disproportionately Greater Need:
Severe Housing Problems

NA-25 Disproportionately Greater Need:
Housing Cost Burdens
NA-30 Disproportionately Greater Need:
Discussion

Market Analysis

MA-10 Number of Housing Units
MA-15 Cost of Housing
MA-20 Condition of Housing
MA-25 Public and Assisted Housing
MA-30 Homeless Facilities

MA-35 Special Needs Facilities and Services
MA-40 Barriers to Affordable Housing
MA-45 Non-Housing Community
Development Assets
MA-60 Broadband Needs of Housing
MA-65 Hazard Mitigation

D. Timeline and Budget

Work shall begin February/March 2025 upon contract award and shall be completed no later than June 30, 2025.

Respondents should include budgets in their proposals that provide itemized costs for the elements listed in "Section C. Scope of Work." Additional items beyond those outlined in this RFP should be listed separately in the proposed budget.

E. Insurance

General Requirements: The successful Bidder (upon selection) shall maintain for the duration of the contract and any extensions thereof, at Bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the companies be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts as described in Exhibit A.

Certificate of Insurance: The Bidder (if selected) agrees that, with respect to the above-referenced insurance requirements, it will:

1. Provide the County with a Certificate of Insurance evidencing it has the above-referenced insurance coverage, prior to commencement of the contract and thereafter with certificate(s) evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;

2. The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
3. The Bidder (selected) shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance.
4. Subcontractors, Independent Contractors, and employees, if any, shall comply with or be provided the same insurance coverages; and
5. The Certificate of Insurance shall name the County as an additional insured and the address for the certificate holder must read exactly as:

County of Kane
719 South Batavia Avenue
Geneva, Illinois 60134

6. Insurance Notices and Certificates of Insurance shall be provided to:

Kane County
Office of Community Reinvestment
719 South Batavia Avenue
Geneva, Illinois 60134

7. Acceptance or approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this agreement, which shall continue in full force and effect.

F. Required Proposal Contents

Proposals should include the following:

1. A statement of the firm's history and experience in data collection and analysis for use by government agencies. Familiarity with HUD programs and the Consolidated Planning Process a plus. The statement should include the number of staff members currently employed by the firm.
2. A statement of the methodology and schedule the firm would follow to accomplish the data collection and analysis.
3. Identification of the individual(s) who would supervise the data collection and analysis, with a statement of their experience and qualifications.

4. Identify a contact person by name, and their direct phone number and e-mail for the Proposal. This is the individual who will receive confirmation the Proposal has been received, questions regarding the Proposal, and notice of award or declination.
5. Include three references for Data Collection/Analysis or Consolidated Plan development projects previously completed. By submitting a proposal, the firm agrees the County may contact the references to confirm the quality of past work for those clients.
6. Please provide a copyright release in order for staff to make copies of any copyrighted materials submitted.
7. Submit a W-9 form.
8. Submit a letter of intention that occurrence-based insurance certifications will be submitted upon notification of award with the County named as an additional insured.
9. Provide a fee structure outlining a base price for the services described herein, with any additional services proposed (beyond the scope) clearly identified and priced separately.
10. Please provide a statement certifying the Proposal as submitted is in full understanding of the requirements of the RFP. The statement should be signed by an officer of the firm empowered to make proposals on the firm's behalf.
11. Please provide a Notarized Contractor Disclosure on the firm's letterhead with the following information:
 - A. Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the firm.
 - B. Names and contact information of the firms lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the proposal. This information disclosure must be updated when any changes to the information occurs.
 - C. A statement under oath that the firm has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.

G. Reserved Rights

The County reserves the right at any time and for any reason to reject any and all proposals, to waive irregularities, or to accept an alternate proposal. Proposals that do not satisfy the basic qualifications or submission requirements outlined herein will be rejected. Proposals will be evaluated by the Kane County Office of Community Reinvestment in accordance with 24 CFR Part 85.

The County reserves the right to conduct discussions with any bidder who submits an acceptable or potentially acceptable proposal. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, information derived from one bidder will not be disclosed to any other bidder.

The County reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to accomplish of the purpose of this RFP. The County may require the RFP and the bidder's proposal be incorporated in full or in part as Contract Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the vendor during discussions or negotiations may be held by the County as contractually binding on the successful vendor.

Upon determination of a bidder's proposal, if the County deems the proposal to be unacceptable, such vendor shall not be afforded an additional opportunity to supplement its proposal.

The County reserves the right to reject any proposal submitted by any bidder, either named in person or by entity name, or the bidder's principals, shareholders, members, partners, or affiliates, if such names are listed on the System for Award Management www.sam.gov.

H. Criteria for Selection

The County intends to select the individual/firm whose proposal, in their judgment, offers the best quality and/or best satisfies their requirements, with the following factors considered:

County staff will review and evaluate proposals based on the following criteria:

1. Approach: The Consultant's approach, work plan, recommended schedules, suggested responsibility assignments and identified staff. Proposers may include resumes of staff and/or subcontractors identified to work on the project as an attachment.
2. Projects and References: Qualifications and experience in providing the requested services as exemplified by past related projects and client contracts. Proposers shall incorporate three (3) references in their proposals and include hyperlinks to appropriate work examples. Special consideration may be given to organizations with in-depth knowledge about the County.
3. Data Collection and Analysis for use by Government Agencies: Experience and qualifications as they relate to data collection and analysis. Familiarity with HUD programs and the Consolidated Planning Process a plus.
4. Budget: The cost-reasonableness of the line items and overall total budget will be considered.

During the selection process, the County may request additional information from proposing firms or ask to meet (virtually) with representatives of those firms to discuss any aspect of their proposals.

I. Proposal Expenses

The County will not make payment for any expenses associated with the preparation or submission of proposals submitted in response to this RFP, nor will such expenses be reimbursable if said Bidder is selected for contacting at a future date. All materials submitted as part of the RFP become the property of the County.

J. Taxes

The County is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax. Vendor may request the County provide evidence in support of this statement.

K. Fees

The final fees as agreed upon via written contract between the County and Bidder (selected) will not increase during the entire term of the contract unless agreed upon by all parties in writing. Any fees that may be subject to increase must be identified as part of the RFP response and clearly outlined accordingly.

L. Payments

The vendor shall furnish the County with itemized invoices. Payment shall be made in accordance with the provisions of the "Local Government Prompt Payment Act" and 24 CFR Part 85 after a review of the costs are deemed reasonable and necessary and in accordance with the contract between the vendor and the County. Vendor will be required to submit a W-9 form and verify remit address and point of contact for billing payment inquiries. If performance or invoice is deemed unsatisfactory for the requested payment, payment will be rejected with notice to the vendor providing reasons for rejection and allowing vendor to respond within thirty (30) days.

M. Law Governing

Any contract resulting from this RFP shall be governed by and construed according to the laws of the State of Illinois and the code of federal regulations 24 CFR Part 85.

N. Cancellation

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the

vendor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty (30) days, the County deems the vendor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

O. Equal Employment Opportunity Requirements

The successful Bidder will be required to certify compliance with Equal Employment Opportunity Regulations as defined by 42 CFR 130.15(b), 41 CFR Chapter 60, and Executive Orders 11246, 11375, 12006, as amended.

P. Compliance

The successful Bidder will be required to comply with applicable federal statutes as per 24 CFR Part 570 and 24 CFR Part 92 including:

1. Civil Rights: The Bidder agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, the Fair Housing Act, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 as amended by Executive Order 12259 (Equal Opportunity in Housing), Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of Laws for Faith-Based and Community Organizations).
2. Conflict of Interest: In the procurement of supplies, equipment, services, and construction work, the recipient shall conform to the Conflict of Interest provisions as outlined in 24 CFR Part 570.611 and 24 CFR Part 85.36 and 24 CFR Part 84.42 as applicable. Specifically, the Bidder, its employees or designees, agents, consultants or officials and directly related persons to aforementioned persons, that exercise any responsibility or attain knowledge related to the responsibilities of the activity as per this Agreement shall not have or gain a financial interest or any such benefit as a result of procurement or activities carried out as part of this Agreement.
3. Hatch Act: The Bidder agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.
4. Affirmative Action: The Bidder shall use its best efforts to obtain the participation of services, supplies, and other purchases from minority group members and women-owned businesses.

5. Section 504, the Architectural Barriers Act of 1968, and the Americans with Disabilities Act: The Bidder acknowledges compliance with the Rehabilitation Act of 1973, specifically including Section 504 and as amended meaning the recipient shall not discriminate on the basis of a handicap in employment or in programs for qualified handicapped persons. Further, the recipient shall comply with the Architectural Barriers Act of 1968 and the Americans with Disabilities Act as related to the access of and construction of facilities or places as used or developed in part or whole and an activity governed under this Agreement for persons with disabilities. The ADA mandates that structurally-based architectural and communications barriers be removed, provided that the removal be readily achievable, easily accomplished and capable of being accomplished with little difficulty or expense.
6. Drug-free Workplace: The Bidder certifies it will provide a drug-free workplace by:
- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required as above;
 - Notifying the employee in the statement required as above that, as a condition of employment under the grant, the employee will:
 - Abide by the terms of the statement; and
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - Notifying the Grantee within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
 - Taking one of the following actions, within thirty (30) days of receiving notice with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - iii. Making a good faith effort to continue to maintain a drug-free workplace.

CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30- day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

- e) Umbrella Liability:

Aggregate Limits	\$5,000,000
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- f) Professional Liability policy to cover all claims arising out of the Consultant's operations or premises, Sub-consultant's operation or premises, anyone directly employed by the Consultant or Sub-consultant, and the Consultant's obligation of indemnification under this Contract.

Limits:

Aggregate	\$2,000,000
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Vendor to furnish a copy of the Endorsement showing Kane County as an additional named insured on the General Liability, Auto, and Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.