



REQUEST FOR QUALIFICATIONS:

RFQ-CNT-16-001: RESIDENTIAL FLOODING ASSISTANCE PROGRAM

KEY INFORMATION

1. RESPONDENT CONTACT WITH CNT: The Program Manager identified below is the *sole point of contact* regarding this Request for Qualifications (RFQ), from the date of issuance until selection of the successful proposer(s).

Marcella Bondie Keenan
Program Manager, RainReady Home
Center for Neighborhood Technology
2125 W. North Avenue
Chicago, Illinois 60647
mbkeenan@cnt.org

SUBMISSION DEADLINE AND PROCUREMENT TIMETABLE: The following dates are set forth for informational and planning purposes; however, CNT reserves the right to change the dates. CNT requires all interested firms to attend the pre-application conference. The sign-in sheet will be made available after the conference.

RFQ Date of Issuance	Thursday, 4/21 at 2:30 pm
Mandatory Pre-Application Conference	Monday, 4/25 at 10:00 a.m. at CNT
Mandatory Intent to Bid	Monday, 4/30 by 10:00 AM via email
Questions Due Date and Time	Monday, 4/30 by 10:00 AM
Answers to Questions Distributed	Tuesday, 5/4
Program Application Due Date and Time	Monday, 5/9 at 10:00 AM via email
Oral Presentation	Monday, 5/16 at CNT
Notice of Program Participation	Monday, 5/23

2. QUESTIONS

All questions must be made in writing and sent by email to the Program Manager identified above. Respondents shall only communicate with the Program Manager regarding this RFQ and the Program Application submitted under it. Questions will be answered to all Respondents to the RFQ if CNT determines that it is in CNT's best interest. Any questions received after the above-mentioned due date and time will likely be unanswered, but CNT reserves the right to respond to such questions.

3. NUMBER OF COPIES:

Submit 1 electronic copy via email
Submit 1 signed original hardcopy
Submit 2 additional hardcopies

4. SUBMIT PROGRAM APPLICATION TO:

Marcella Bondie Keenan
Program Manager, RainReady Home
Center for Neighborhood Technology
2125 W. North Avenue
Chicago, Illinois 60647
mbkeenan@cnt.org

PREQUALIFICATION GROUP SUMMARY

RESPONDENT: _____

DATE: _____

INDICATE BELOW THE GROUP(S) FOR WHICH PROGRAM APPLICATION IS BEING SUBMITTED.

CNT will assign Respondents to one or more of the following groups. All Respondents must select below each group for which they want to be considered. **There is no limitation to the number of groups a Respondent may be a member of with the exception of their ability to secure bonding within the scope of work the group represents.**

- Group A** will be for General Contractors who have the ability to bid on, perform the work and secure bonding for housing repair and rehabilitation projects.
- Group B** will be for General Contractors who have the ability to bid on, perform the work and secure bonding for residential green infrastructure projects.
- Group C** will be for General Contractors who have the ability to bid on, perform the work and secure bonding for environmental assessment and abatement projects.

A. INTRODUCTION

Center for Neighborhood Technology's (CNT) RainReady programs provide a comprehensive suite of services to assist urban communities address stormwater management and flooding. RainReady Community is a stormwater planning and community engagement process. RainReady Home is a one-stop shop for homeowners who want to reduce their risk of flooding. RainReady Home offers homeowners:

1. Home inspections and scope of work to reduce flooding at the Property
2. Construction bidding support
3. Construction management
4. Post-construction support

CNT is a Delegate Agency for the Chicago Department of Planning and Development's (CDPD) Residential Flooding Assistance Program (RFAP) pursuant to the RFAP Agreement (as defined below). RFAP is funded by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) program. RFAP provides housing rehabilitation and flood mitigation construction services to low-income households in the City of Chicago. CNT is providing grant delivery of RFAP. CNT is seeking qualified construction firms to act as General Contractors for RFAP construction projects.

1. Definitions

- a) "Business Day" means Monday through Friday and does not include holidays and weekends.
- b) "Calendar Day" means Monday through Sunday, excluding Federal or state holidays in the State of Illinois.
- c) "CNT's Representative" means the firm, person, or entity engaged by CNT to plan, coordinate, and oversee design and/or construction management activities.
- d) "Contract" means the agreement entered into between a "Selected Respondent" and an "RFAP Client."
- e) "Contractor" - The person or entity providing construction services under a Contract with the RFAP Client, including the General Contractor and subcontractors of the General Contractor.
- f) "Construction Activities" – means all construction trades activities (both preparatory such as demolition of existing structures or interior demolition, remediation and actual construction) required to rehabilitate or improve residential housing.
- g) "Construction Documents" - All of the Plans and Specifications, addenda, change orders, modifications, and all other prints, models, designs, computations, sketches, test data, photographs, renderings, plans, shop, drawings, and other materials relating to, or contemplated by the Work, prepared by the architect or by any engineer, professional or professional consultant engaged by CNT in connection with a Project.
- h) "Contracting Officer" – CNT Project Manager or such other party as CNT may designate.
- i) "Construction Manager" or "CM" – The person, firm, or entity retained and authorized by CNT to plan, coordinate, and oversee construction management activities for a Property on behalf of CNT.
- j) "Cost" – The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit in addition to such costs.
- k) "Field Manager" or "FM" - The designated individual within CNT who works under a Project Manager to provide oversight at the location of a project.
- l) "Firm Fixed Fee" means the fixed fee for Services required under a Scope of Work.
- m) "Hourly Rates" shall mean that hourly rate by particular type of worker, which does not include expenses, overhead, profit and fees of the General Contractor.
- n) "General Contractor" or "GC" – The person or entity designated as the general construction

contractor in the Contract with the RFAP Client. CNT is not acting as General Contractor for the Program, and assumes none of the responsibilities and liabilities attendant with being a General Contractor.

- o) "Green Infrastructure" – An array of products, technologies, and practices that use natural systems - or engineered systems that mimic natural processes - to enhance overall environmental quality and provide utility services. As a general principal, Green Infrastructure techniques use soils and vegetation to infiltrate, evapotranspire, and/or recycle stormwater runoff. When used as components of a stormwater management system, Green Infrastructure practices such as green roofs, porous pavement, rain gardens, and vegetated swales can produce a variety of environmental benefits. In addition to effectively retaining and infiltrating rainfall, these technologies can simultaneously help filter air pollutants, reduce energy demands, mitigate urban heat islands, and sequester carbon while also providing communities with aesthetic and natural resource benefits.
- p) "Homeowner" means RFAP Client.
- q) "Key Personnel" – General Contractor's staff which include at the minimum: program executive, project manager, superintendent(s), invoice processor, safety personnel, scheduler (or company performing this service).
- r) "Lump Sum Base Bid Total" – The total amount, in money, or other consideration, to be paid or charged for a commodity or the construction services for a project; includes all costs (direct labor, overhead, materials) and profit or fee.
- s) "Plans and Specifications" – The final scope, drawings and specifications for a Scope of Work, as amended from time to time.
- t) "Participation Agreement" means the Contractor Participation Agreement entered into between CNT and a "Selected Respondent" resulting from this RFQ.
- u) "Policy Provisions" – Provisions to be included in the Contract and/or Participation Agreement to assure compliance by the General Contractor with all HUD, City of Chicago, CNT and other Federal, State or local policy requirements.
- v) "Program" or "RFAP" – The Residential Flooding Assistance Program to repair, rehabilitate and/or upgrade flood-damaged housing.
- w) "Program Application" – The General Contractor's response to this RFQ. The terms "Program Application" or "bid" may also be used to refer to the General Contractor's program application, but shall in no way be construed to transform this RFQ into an Invitation for Bid.
- x) "Property" - Building identified under a single Name and Address.
- y) "Project" – means services described herein, and further described and defined in a Scope of Work the General Contractor will perform at the Property.
- z) "Project Manager" or "PM" – The designated individual within CNT or CM staff to administer a specific Project.
- aa) "RFAP Agreement" – The Agreement between CNT and the City of Chicago Department of Planning & Development, dated as of June 15, 2015 relating to RFAP, as amended or modified from time to time.
- bb) "RFAP Client" – Homeowner or landlord eligible to receive services through the Residential Flooding Assistance Program.
- cc) "RFS"- Request for Services means a written request from CNT to the pre-qualified pool of General Contractors for the General Contractor to prepare and submit a Work Plan and Fee Program Application for Services related to a specific Project.
- dd) "Respondent" means the firm, company, organization, vendor, etc. responding to the RFQ.
- ee) "Scope of Services" or "Services" means, collectively, the consulting services, duties and responsibilities described in the Scope of Work and Construction Documents any and all work necessary to complete them or carry them out fully as required and in accordance with the terms of the Contract.
- ff) "Scope of Work" means the order issued by CNT or its Representative that sets forth the

- description of a Project, scope of work, timeframe for performance and fixed fee for the General Contractor's Services to be performed in accordance with the term and conditions of the Contract.
- gg) "Selected Respondent(s)" means a firm, company, organization, vendor, etc. selected by CNT to participate in RFAP as a General Contractor.
- hh) "Work" means all labor, materials, and services required to be performed by the General Contractor for the general construction required by a Project in accordance with a Scope of Work.

B. INTENT AND PURPOSE

The purpose of this Request for Qualifications (RFQ) to solicit Program Applications from interested, qualified and capable construction contracting firms to act as pre-qualified General Contractors for the Residential Flooding Assistance Program delivered by CNT as Delegate Agency for the City of Chicago.

This RFQ shall not be construed as an Invitation for Bid. The use of the term "bid" or similar terms in this RFQ or any attachments hereto shall in no way transform this RFQ to an Invitation for Bid.

The Respondents selected by the CNT under this RFQ to participate in RFAP as General Contractors will be expected to provide complete general contracting services through RFAP. Those services will include, without limitation, management, supervision, labor, transportation, facilities, materials, tools, disposal, coordination of subcontractors, documentation and equipment, and all related activities necessary for the performance of Projects as described in the Scopes of Work. All Work shall be accomplished in accordance with the terms and conditions of the Contract, the Participation Agreement (which shall incorporate the terms of the RFAP Agreement by reference), the RFS, Scope of Work, the performance schedule set forth in each Scope of Work, and the Notice to Proceed Date and the Completion of Work Date to be cited in each Scope of Work issued. RFS will be issued only by the Contracting Officer. The nature of the Work is one of construction, modification, repair, and demolition. The General Contractor's efforts shall extend beyond conventional, single job construction efforts, and shall require the capability to plan, schedule, coordinate, manage, and execute a fluctuating flow of unrelated Projects with a variety of skills and skill levels.

CNT will assign General Contractors to one or more of the following groups, based on their selection in the Program application, and CNT will offer RFS bidding opportunities to the General Contractors within each group. **Group A** will be for General Contractors who have the ability to bid on, perform the work and secure bonding for housing repair and rehabilitation projects. **Group B** will be for General Contractors who have the ability to bid on, perform the work and secure bonding for green infrastructure projects. **Group C** will be for General Contractors who have the ability to bid on, perform the work and secure bonding for environmental assessment and abatement projects. All Respondents must indicate each group for which they wish to receive bid requests. There is no limitation to the number of groups a Respondent may be a member of with the exception of their ability to secure bonding within the scope of work the group represents.

CNT anticipates it will pre-qualify eligible construction firms as General Contractors for a base period of 1 year (or such other term as is set forth in the Participation Agreement) and reserves the right to extend the Participation Agreement, at its sole discretion, for a 1-year option (or such other extension period as is set forth in the Participation Agreement). No General Contractor may be selected through the RFQ if it is on the list of contractors ineligible to receive awards from CNT, the City of Chicago or the United States. CNT shall solicit RFS's for multiple Scopes of Work and multiple Properties in connection with the Program.

C. PROJECT BACKGROUND

The Chicago Department of Planning and Development has contracted with CNT to administer its Residential Flooding Assistance Program. CNT and its Representatives prepare residential flood repair and flood mitigation Scopes of Work for residential private properties assisted through RFAP.

CNT and its Representatives will monitor the bidding process by which an RFAP Client selects and contracts with a General Contractor to perform the Scope of Work at his or her Property. CNT and its Representative are responsible for construction management of the Scope of Work for the Property. The General Contractor will contract directly with an RFAP Client and will submit construction invoices to CNT. CNT issues payment of approved invoices directly to the General Contractor paid from RFAP grant funds. The RFAP Client executes a grant agreement with the City of Chicago for the cost of the Contract.

The pre-qualification method offers CNT the opportunity to maintain a group of construction firms eligible to bid on RFAP Projects. The General Contractors that will be approved through this RFQ will have the opportunity to competitively bid on Project work as it becomes available via a RFS. The pre-qualification method assures that the CNT will have the ability to quickly obtain competitive pricing from qualified General Contractors for Project work. Each General Contractor will respond to a RFS by a sealed bid.

The Project work undertaken by the General Contractors may relate to, but will not be limited to, Demolition, Modernization, Rehabilitation, Repairs, Landscaping and Green Infrastructure at residential properties located within the City of Chicago. Properties may include single family detached homes, townhomes, condominiums, and 2-4 unit multifamily buildings.

1. The Participation Agreement

Participation Agreements to provide Program services will be offered to qualified Selected Respondents that can provide Program Applications indicating eligibility to participate in the Program, based on qualifications, knowledge, past experience, and other requirements, as determined by CNT in its sole discretion. A Selected Respondent must execute a Participation Agreement in the form provided by CNT in order to become a General Contractor eligible to receive and bid on Requests for Services for the Program. The Participation Agreement will be valid for a period of not more than twelve (12) months in duration, with option for CNT to extend the term of the Participation Agreement. CNT anticipates awarding more than one (1) Participation Agreement, and reserves the right to divide the General Contractors into groups for the purpose of bidding on future Requests for Services.

CNT and its Representative will present a mandatory program orientation meeting for all General Contractors. This is an eligibility requirement prior to allowing General Contractors to receive an RFS, submit bids or be awarded Contracts. The purpose of this meeting will be to ensure that General Contractors understand the RFAP program, requirements, and procedures.

Nothing in the Program Policy Provisions shall prevent CNT from immediately dismissing or excluding a General Contractor or subcontractor who fails to meet the requirements of the Program or awarded Contracts. General Contractors or subcontractors who are dismissed may, however, appeal that dismissal in accordance with the Program Policy Provisions.

2. The Request for Services.

Any Services to be furnished under the Program shall be requested by issuance of an RFS by CNT to General Contractors pre-qualified through the RFQ process. The General Contractor, if selected to perform Services pursuant to an RFS, shall act as the general contractor for the Scope of Work for the Project described. The General Contractor will be required to work with CNT's Representative to satisfy the contracting objectives of awarded Scope of Work. All RFS's will be subject to the terms and conditions of the Participation Agreement, the Contract with the RFAP Client, and other local, State and Federal requirements.

a) Request for Services Procedures.

From time to time, CNT may issue an RFS that will describe the Scope of Work that shall be governed by the Contract. RFS may not be issued orally, but will be issued by email, and will be considered issued at the time of transmittal. The Contracting Officer is the only person authorized to issue an RFS.

CNT reserves the right to divide the General Contractors into groups for the purpose of bidding on Requests for Services. A Request for Services for one Project at one Property will be prepared and provided to the selected General Contractors. The RFS will set forth:

- Scope of Work
- Schedule of Work
- Required completion date or duration of the Work

The Contracting Officer shall give each General Contractor within a group a fair opportunity to be considered for receiving an RFS, unless one of the following exceptions applies (the "Exceptions to RFS Selection Considerations"):

- CNT's need for the Services is so urgent that providing fair opportunity to a General Contractor would result in unacceptable delays (due to a public exigency or emergency, in accordance with 24 C.F.R. 85.36(i) (B));
- CNT determines that only one (1) General Contractor is capable of providing the Services required at the level of quality required because the Services are unique or highly specialized;
- A General Contractor has refused to respond to three or more bid opportunities; or
- The RFS must be issued on a non-competitive basis in the interest of economy and efficiency, because it is a logical follow-on to the Services being performed under a previously issued RFS, provided that all General Contractors within a group were given a fair opportunity to be considered for the original RFS.

Any proposed utilization of the Exceptions to RFS Selection Considerations must have the prior written approval of the Contracting Officer.

The General Contractor acknowledges and agrees that:

- CNT is under no obligation to issue any RFSs;
- CNT is under no obligation to issue any Work pursuant to a RFS;
- The General Contractor is solely responsible for any and all costs incurred to respond to RFSs;
- The level of Services requested may vary by Project;
- The RFAP Client has the right to select or reject a General Contractor for a Project in its sole discretion; and
- CNT, at the sole discretion of the Contracting Officer, may enter into similar agreements with other General Contractors and award Work to them pursuant to a RFS, or enter into similar

agreements for construction services pursuant to separate procurements.

3. Bidding Procedures.

When deemed appropriate by CNT, the Field Manager and Construction Manager will conduct a pre-bid site visit at the Property where the work is anticipated to be provided in order to review the Work with the General Contractors selected to receive an RFS. If a pre-bid walkthrough will be required, the Field Manager will arrange a date with the RFAP Client for a site visit (typically four to seven Business Days after the issuance of the RFS).

In the response to the RFS, each General Contractor will respond by sealed bid. General Contractors' proposals will be due three Business Days after the site visit, or in the event of that no site visit is required, five Business Days after issuance of the RFS. CNT reserves the right to modify the bid due date and/or solicit bids from additional pre-qualified General Contractors, in its sole discretion.

If the General Contractor chooses not to respond to an RFS, a written notice with the reason for not responding must be submitted to the Contracting Officer by the deadline to respond to such RFS. Any General Contractor who fails to submit a requested bid for three (3) bid opportunities (whether or not consecutive) may be subject to termination of the Participation Agreement and/or may receive limited opportunities to bid for future RFS.

a) Bid Selection Criteria.

As required by CPDP RFAP Policy Provisions, CNT and its Representative will monitor the process by which an RFAP Client selects the General Contractor to perform the Scope of Work at the RFAP Client's Property. The RFAP Client must select from bids solicited through the competitive bidding process monitored by CNT and its Representatives. The following factors may be considered in the awarding of the Contract:

- Schedule of responsible, responsive bidder
- Price of responsible, responsive bidder
- Quality of customer service and responsiveness to the RFAP Client, CNT and its Representative
- Documented past performance on earlier RFS, including customer service, quality, timeliness and cost controls

By accepting the General Contractor's bid, the Contract will be deemed to have been amended to incorporate any such special conditions issued pursuant to the Contract with respect to that Project and Scope of Work only.

The General Contractor must provide and pay for an acceptable performance and payment bond and certificate of insurance within seven (7) calendar days of receiving an award letter or the award may be rescinded and awarded to the next most advantageous bidder.

4. The Contract.

Upon notification of the selected bidder, CNT or its Representative will request and review a draft Contract from the selected General Contractor on behalf of the RFAP Client. The Contract must use the American Institute of Architects General Contractor/Owner Agreement standard form. CNT and its Representative will not be a party to the RFAP Client's Contract with the General Contractor.

The RFAP Client's acceptance of a bid to an RFS will be demonstrated by the execution of the Contract with the RFAP Client and a Notice-to-Proceed signed by the Contracting Officer or his/her designee, which directs the General Contractor to perform the Services in accordance with the Scope of Work. The General Contractor will not commence Services, and CNT will not be liable for any costs incurred by, or for payments to be made to, the General Contractor without a Notice-to-Proceed so executed.

A Notice-to-Proceed may be issued through the last day of the term of the Participation Agreement. Even if the Scope of Work is not completed within the term of the Participation Agreement, the General Contractor's work under the Scope of Work shall continue until completion, acceptance and close-out phase of the WorkFinal Completion and Final Acceptance.

a) Claims for Additional Costs.

As Projects are bid on a fixed-cost basis, changes to the Contract amount will only be considered if a substantial error in the Scope of Work is identified. In the event that additional Services not described in the Scope of Work are discovered to be necessary or are requested by CNT, the General Contractor must submit a Scope of Work Modification on a form approved by CNT for those additional Services within forty-eight (48) hours of said discovery or request. CNT has the right to approve or reject a Scope of Work Modification in its sole discretion. Upon receipt of written Notice-to-Proceed of the Contracting Officer for such Scope of Work Modification, the General Contractor shall proceed to complete the additional Services. Without said Notice-to-Proceed, the General Contractor shall not be entitled to reimbursement for any additional costs. In any event, the General Contractor may not make any claims against CNT for equitable adjustments; additional costs, direct or indirect; or fees after completion of a Scope of Work assignment.

D. SCOPE OF SERVICES

The Respondent which is selected for a Scope of Work shall act as the General Contractor for the Project pursuant to the Contract to be entered into with the RFAP Client. The General Contractor will be required to work with CNT and its Representatives. CNT and its Representatives will perform the evaluation and preparation of the Scope of Work for the Projects, specifying the Work to be provided for the Projects. In general, this may include, but may not be limited to, the following:

Table 1. Eligible Scope of Services	
Flood Damage Repairs and Replacement	<ul style="list-style-type: none"> • Mold testing and mold remediation • Asbestos testing and remediation • Lead testing and remediation • Framing/structural • Drywall/finishing • Flooring • Plumbing • Electrical • Water heater • HVAC • Backflow valves • Appliance/furniture repair or replacement
Flood Prevention	<ul style="list-style-type: none"> • Lateral line sewer televising and rodding • Backflow valve/ejector pump system (exterior) • Foundation wall waterproofing tied to drain tile and pump • Rain blockers in catch basin • Gutters • Downspout disconnection • Landscaping and Site work • Permeable pavers • Rain barrels • Cisterns • Raising utilities/mechanical devices above flood level • Water resistant paints/other materials

1. Code Compliance.

All Work performed by the General Contractor must comply with all codes, ordinances, and regulations in effect at the time of permitting, including but not limited to the standards or the most stringent of all accessibility codes, including the requirements of the City of Chicago Building Codes; American National Standards Institute (ANSI) A117.1-1986; the Uniform Federal Accessibility Standards (UFAS), 24 CFR Part 40, Appendix A; Section 504 of the Rehabilitation Act of 1973, 24 CFR Part 8; Fair Housing Act Design Standards, latest edition; and the Americans with Disabilities Act (ADA) 1990, as applicable and all other applicable Federal, state, or local building codes or requirements.

In addition, Respondent shall demonstrate its knowledge of the following:

- HUD, City of Chicago and CNT funding procedures;

- HUD, City of Chicago and CNT regulations regarding change orders;
- City of Chicago Building Codes as related to rehabilitation and modifications of existing structures and properties

2. Statement of Work.

The General Contractor shall provide the Work and the Services in accordance with this RFQ, the Participation Agreement, the RFS and Contract. The Work will be overseen by CNT and its Representatives. The Services to be provided by the General Contractor include scheduling activities, coordination activities, safety construction activities, reporting and communications activities and Project close-out activities in accordance with the Contract. Those Services for each Scope of Work are generally described below for each phase of construction, and may include, but are not limited to, the following:

a) Pre-Construction Phase.

During the pre-construction phase of the Work, the the General Contractor shall:

- i. Meet with CNT's Representatives regarding requirements for the Project.
- ii. Obtain all required building permits, or provide written explanation documentation explaining why permits/notices are not necessary.
- iii. Provide all required Program documents, including proof of insurance, proof of license for all trades, current MBE/WBE certification letter (if applicable), sworn owner statement, all permits and notifications, and all subcontractor bids.
- iv. Provide a construction schedule for the Work and secure CNT approval as a pre-requisite to any construction activities.
- v. Coordinate all temporary and future utilities with applicable utility companies.
- vi. Provide qualified professional, technical and administrative staffing; office facilities; and all necessary equipment, to provide all general contractor Services.
- vii. Procure trades, subcontractors, materials, equipment, suppliers, etc.
- viii. Provide strong professional service delivery and management in construction. Perform all Work and Services in accordance with industry standards in Chicago, Illinois and with the degree of knowledge, skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided for the Scope of Work. The General Contractor shall use its best efforts at all times to assure quality, timeliness, efficiency and creativity in rendering and completing the Services and the Work on schedule. Performance of the Services in a satisfactory manner shall include timely response to requests from CNT, its Representatives, the RFAP Client and CDPD. Time is of the essence in the Contract. All telephone calls and electronic mail shall be responded to on a timely basis but in no event more than one (1) Business Day following receipt.

b) Construction Phase.

During the construction phase of the Work, the General Contractor shall:

- i. Provide a construction schedule updates for the Work and secure CNT approval for any construction activities.
- ii. Provide accurate weekly certified payroll reports and CDPD contractor activity reports verifying compliance with Davis-Bacon and M/WBE requirements.
- iii. Furnish all necessary labor, materials, tools, equipment, and transportation necessary for

- performance of the Work and also furnish all necessary water, heat, light, and power not made available by CNT or the RFAP Client.
- iv. Cooperate with CNT and its Representatives during construction inspections.
 - v. Provide supervision at all times by a competent superintendent/project manager who is satisfactory to CNT and has authority to act for the General Contractor.
 - vi. Take proper safety and health precautions to protect the Work, the workers, the residents, the public, the Property, the RFAP Client, CNT and others, and be responsible for all damages to persons or property that occur as a result of the General Contractor's fault, negligence, acts or omissions and that of its employees, agents, or subcontractors. The General Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of work which may have been accepted by CNT under the Contract performed.
 - vii. If applicable, lay out the Work from base lines and benchmarks indicated on the drawings and will be responsible for all lines, levels, and measurements of all Work executed under the Contract. The General Contractor shall verify the dimensions before laying out the Work and will be held responsible for any error resulting from its failure to do so.
 - viii. Confine all operations (including storage of materials) of a Project to areas authorized or approved by CNT, the RFAP Client, and Property tenant, if any.
 - ix. At all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the Work and before final inspection, the General Contractor shall: (1) remove from the Property all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the RFAP Client and all rubbish caused by or generated from the Work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to CNT and the RFAP Client; (3) perform all specified tests; and (4) deliver the Work in complete and operating condition and in accordance with the Contract.
 - x. Procure and maintain all permits, licenses, or certifications required by all governing authorities having jurisdiction over the Work.
 - xi. Perform all activities necessary for the proper administration of the Contract, including, but not limited to, the following:
 - i) Participate in pre-construction conferences.
 - ii) Attend dispute resolution conferences when requested by CNT.
 - iii) Attend various meetings related to a Project and the progress of the Work when requested by CNT.
 - iv) Submit shop drawings and other materials for verification of conformance to the requirements of a Scope of Work.
 - v) Procure testing from qualified parties when required per the Scope of Work or as directed by CNT.
 - vi) If required, or as necessary, participate in job meetings not less than once per week and record all actions at such job meetings in written minutes to be provided to CNT on a weekly basis.
 - vii) Make recommendations to CNT for solutions to special problems or changes necessitated by conditions encountered in the course of construction.
 - viii) Participate in all monthly pay request and construction meetings.
 - ix) Maintain photo documentation of weekly progress.
 - x) Prepare a set of "as-built" drawings both electronic and print.

The construction phase will conclude upon the General Contractor's completion of the Work, verification by CNT and its Representatives, the issuance of a Certificate of Substantial Completion, and the issuance of the City of Chicago Department of Buildings Certificate of Occupancy.

c) Completion, Acceptance and Close-Out Phase.

During the completion, acceptance and close-out phase of the Work, the General Contractor shall review the Work with CNT and its Representatives and perform CNT's prescribed completion, acceptance and close-out activities related to the Work in a prompt and timely manner and in accordance with the schedule attached to the Scope of Work, including, but not limited to, the following:

- i) Complete all work indicated on the punch lists prepared by CNT and its Representatives
- ii) Final Sworn Statement and a Final Waiver of Lien from the General Contractor for all contractors, subcontractors and suppliers.
- iii) Provide final invoices and documentation that all contractors, subcontractors and suppliers have been paid in full.
- iv) Provide bound and electronic operating and maintenance manuals complying with the requirements of the Contract.
- v) Provide all equipment warranties and test reports required by the Contract.
- vi) Provide written warranties of workmanship and system operation and the material guarantees delivered by all vendors in compliance with the requirements of the Contract.
- vii) Secure all inspection sign-offs on the permits covering areas of the Work.

The completion, acceptance and close-out phase will conclude upon the issuance by CNT of a Final Acceptance of Work (provide that such issuance shall not be deemed to waive any claims against General Contractor relating to the Services or the Work).

3. Deliverables.

In connection with its performance of the Services and the Work, the General Contractor shall prepare and/or provide to CNT, at the times specified in the Scope of Work or at such other times as CNT shall designate, certain deliverables that include, but are not limited to, the items described below (hereinafter, collectively "Deliverables"). All Deliverables shall be in the form described in the RFS or in such other form as CNT shall require. CNT reserves the right to reject any or all Deliverables which, in the reasonable judgment of CNT or its Representatives, are incomplete or do not meet CNT's requirements. CNT shall notify the General Contractor in writing of any deficiencies CNT identifies with respect to any Deliverable within fifteen (15) days after receipt of such Deliverable, in which event the General Contractor shall have a period of not more than seven (7) days to correct such deficiency. CNT may, at its sole and absolute discretion, accept a partial or incomplete Deliverable from the General Contractor for review, but such acceptance shall not constitute a waiver of CNT's right to insist upon completion and/or correction of such Deliverable.

a) Nature and Format of Deliverables.

The Deliverables to be provided by the General Contractor shall, in general, be sufficient to communicate the progress of and details concerning the Work. Deliverables may include, without limitation, such things as samples, reports, spreadsheets, schedules, photographs, construction administration records or reports, as-built drawings and specifications, as-built surveys, and inspection reports. Deliverables shall be provided in accordance with the schedule and delivery dates set by the Scope of Work. Reports, studies, surveys, property inspections, recommendations and similar documents shall be provided in written and bound format and all photographic documentation and graphics shall be in both digital and color photographic form.

Upon substantial completion of the Work, the General Contractor shall provide one (1) full size hardcopy set and electronic version of the final Plans and Specifications and as-built drawings and

specifications clearly identifying the Work as actually installed. The General Contractor shall submit statements for costs incurred at the Property, and other Project closeout documents, in the format required pursuant to the Participation Agreement. All Deliverables will be provided by electronic format to the Contract Manager and Construction Manager.

E. PROGRAM APPLICATION GENERAL INSTRUCTIONS

1. Acceptance of Program Applications.

Program Applications in response to this RFQ must be emailed to CNT Project Manager: **Marcella Bondie Keenan at mbkeenan@cnt.org**; no later than the Program Application submission date and time. A signed, sealed and complete hardcopy must also be mailed to CNT's offices: **Attention: RainReady Program Manager, 2125 W. North Avenue, Chicago, Illinois, 60647**. Program Applications submitted after the designated date and time will not be accepted for any reason (unless such requirement is waived by CNT in its sole discretion) and shall be returned, unopened, to the originator.

CNT reserves the right to accept or reject any or all Program Applications, issue addenda, or to waive any informality, inaccuracy or incompleteness of a Program Application. Should CNT or its Representatives discover that a submitted Program Application is missing required elements or a General Contractor lacks a required eligibility criterion, CNT will inform the General Contractor of what is missing and may allow the General Contractor to provide the additional documents. Should CNT or its Representatives determine that a General Contractor's past performance, inability to rapidly provide the required materials, or any other factor in its sole discretion make the General Contractor unsuitable for participation in the Program, the General Contractor will be informed that its application to participate in the Program was denied, and the reason for the denial. Denied General Contractors may appeal to the Project Manager and will be allowed to reapply after a period of no more than six months.

2. Time for Receiving Program Applications

Program Applications received prior to the due date and time will be maintained in a secure place, unopened. No Program Application received after the deadline set forth on the cover page of this RFQ will be considered for this RFQ (unless such deadline is waived by CNT in its sole discretion). Program Applications will not be publicly opened. Once submitted, Program Applications will become the property of CNT.

3. Right To Cancel

CNT reserves the right to cancel this RFQ process, in its sole discretion. CNT shall not be liable for costs incurred by Respondents associated with this RFQ process.

4. Addenda

Any interpretations, corrections, or changes to the RFQ will be made by addenda issued by CNT. Any addenda that are issued will be provided to prospective Respondents who have responded with a timely Intent to Bid by the deadline. It is the responsibility of the Respondent to inquire of the issuance of any addenda. Respondents shall acknowledge receipt of all addenda in the cover letter of the response. If CNT determines this RFQ should be modified, it will inform all prospective Respondents by distributing addendum/addenda to this RFQ before the date set for receipt of Program

Applications. Respondents who have submitted a Program Application prior to the issuance of the addendum will be given an opportunity to resubmit or amend their Program Application.

5. False Statements

Any false statement(s) made by a Respondent will void the response and eliminate the Respondent from further consideration.

6. Withdrawal of Program Applications

Program Applications may be withdrawn by written or emailed request that is dispatched by the Respondent in time for delivery in the normal course of business prior to the time set for opening of Program Applications. An emailed withdrawal of a Program Application must be accompanied by a signed confirmation of the emailed withdrawal, placed in the mail and postmarked by the Respondent, prior to the time set for opening of Program Applications. A Respondent's negligence in preparing a Program Application creates no right of withdrawal or modification after the date and time set for opening of the Program Applications.

7. Award of Participation Agreement

CNT may award one or more Participation Agreements according to the evaluation criteria contained in this RFQ to responsible and responsive Respondents. The Selected Respondent(s) will be notified in writing at the earliest practical date. Each award may be subject to City of Chicago and/or HUD approval. No award may be made to a contractor or firm that is on the list of contractors ineligible to receive awards from CNT, City of Chicago or the United States. Unsuccessful Respondents will be notified in writing.

CNT reserves the right to reject any and all Program Applications and reserves the right to secure services solicited by this RFQ by means of a non-competitive procurement in accordance with 24 CFR 85.36(d)(4) or to re-solicit competitive Program Applications.

8. Right to Appeal

All appeals regarding this RFQ must be filed no later than five (5) business days before the due date for Program Applications. All other appeals regarding the evaluation of Program Applications by CNT must be filed no later than ten (10) business days after the notice of participation. Any appeal filed after such date will not be considered.

9. Preparatory Costs

All costs incurred in the preparation and presentation of Program Applications shall be wholly borne by each Respondent. All supporting documentation and manuals submitted with each Program Application will become the property of CNT unless otherwise indicated by the Respondent at the time of submission. CNT is not liable for any costs incurred by any Respondent prior to issuance of a Notice to Proceed.

10. Confidential Material

Any material submitted by a Respondent as part of a Program Application that is to be considered

confidential must be clearly marked as such, but may be subject to disclosure under applicable law.

F. SUBMITTAL REQUIREMENTS

Each Respondent is required to submit the following: (a) one (1) package of original materials and two (2) copies of the material, in each case on plain paper via mail; and (b) one (1) PDF electronic copy via email. The Program Applications must be typed on standard 8 ½ x 11, letter size paper, printed double-sided. Please include the following materials in the Program Application in the order that is listed below, separated by a tab insert identifying the section title as listed below. Respondents are encouraged to organize their Program Application in such a way as to follow the submittal requirements listed herein. *Program Applications not containing the following submittal requirements may be deemed non-responsive to this RFQ.*

1. Letter of Interest

A cover letter shall be submitted on the Respondent's letterhead, signed by a principal of the Respondent and the joint venture partner, if applicable. The cover letter must contain a commitment to provide the services described in the Request for Qualifications and indicate that the offer is good for at least one hundred twenty (120) days. The cover letter shall include the name of the Respondent, its legal status (e.g., partnership, corporation (if a corporation, the State of incorporation), sole proprietorship, etc.), the location of the Respondent's principal place of business, including any joint venture partners as they pertain to the RFQ, and a brief narrative description of the Respondent's professional services as they relate to the RFQ. In the cover letter the Respondent shall also include an acknowledgement that the Respondent has read and understands the requirements of the RFQ including, but not limited to, the Program terms and conditions and will comply with these requirements if awarded a Participation Agreement and Contract.

2. Qualifications and Experience

- 1) The Respondent must demonstrate a record of experience in providing the Scope of Services described in Section D of this RFQ. at residential properties, relevant to the pre-qualification group(s) selected by the Respondent for consideration.
- 2) The Respondent shall submit evidence of its ability to perform the Scope of Services, as indicated by profiles of the principals and a description of the Respondent's staff's professional and technical competence, for those principals and staff members who will be involved in the Scope of Services requested herein.
- 3) Respondent shall submit the resumes of the principals detailing each individual's education, technical training and work experience.
- 4) Respondent's Program Application **shall** include the following information: (1) the name of the firm, (2) the names of the firm's principal(s), (3) the address, telephone number and names of individuals to be contacted, (4) the size of the enterprise, (5) all of the firm's registration/license numbers(s) in Illinois, (6) the length of time the firm has worked in its area of expertise generally, and in Illinois if different for a different length of time, and (7) the firm may submit a general brochure of their work.
- 5) The Respondent must describe its qualifications, resources and experience as it pertains to the requested Scope of Services. The Respondent must demonstrate it has the experience and capacity

to complete all of the required services in a timely manner, whether they are conducted at the same time, or separately.

3. Past Performance

The Respondent must provide for each group for which they wish to be considered a minimum of three (3) and a maximum of five (5) project descriptions that best demonstrate the Respondent's ability to perform the work outlined in the Scope of Services. The project descriptions shall include, at a minimum, the scope of work performed, the location, dollar value, and list the Respondent's key personnel on the project. For each project listed, the Respondent shall provide the client's name, the contact person and their title, address, phone number, and e-mail address. Respondent should provide information regarding whether the client is a former or current client, and if a former client, provide the timeframe of when the services were performed. Respondent acknowledge that CNT may contact these clients to inquire about the Respondent's performance.

4. Organization Structure and Key Personnel

- 1) The Respondent must provide the name and resume of the program executive that will be accountable for the Project work.
- 2) The Respondent must provide an organization/structure chart and include its key technical and consulting personnel, including, but not limited to: Superintendent, Project Mgrs., Schedulers, Accounting staff,) who will be assigned to the Project along with their resumes and provide the following information including, but not limited to:
 - a) Detail concerning each primary team member working with the Respondent, as well as those working in a subcontracting capacity;
 - b) Correlation of team members to the tasks each will be performing;
 - c) Describe previous related experiences and projects; and
 - d) If Respondent proposes staff to work on the CNT account who are not located in a Chicago-area office (i.e., within 25 miles of the city), indicate their office location.
- 3) If a Respondent is planning to joint venture with another party, they must incorporate a description of that relationship on the organization chart and provide the names and credentials of their joint venture partner's principals and key personnel, and include their resumes along with evidence of any required licenses. The Respondent should describe the roles and responsibilities of their subcontractors, including the key personnel as they relate to the Scope of Services for the RFQ.

5. Approach/Work Plan

The Respondent must provide a narrative describing its approach to the Scope of Services including, but not limited to, project management systems to be utilized, plans for effective communications including reporting tools, and specific approaches to technical problems that may lead to cost savings for the Program.

- 1) The Respondent shall clearly articulate in the work plan how it will provide the Scope of Services. Joint ventures shall clearly identify in the work plan the roles and responsibilities of each party to the joint venture.
- 2) The Respondent shall demonstrate in the work plan that it understands the Scope of Services and

all tasks required to perform the Scope of Services.

- 3) The Respondent shall demonstrate in the work plan its plan to integrate CNT staff into its overall strategy to perform the Scope of Services.
- 4) The Respondent shall demonstrate in the work plan scheduling platform and methods, quality management approach roles, responsibilities and authority of the team members.
- 5) The Respondent shall clearly outline in the work plan how it will provide construction project controls and provide scope and schedule management.
- 6) The Respondent shall demonstrate in its work plan its safety plan meeting OSHA and EPA standards, personal protection plan, hazard analysis and designate the personnel who will be the designated safety coordinator.
- 7) The Respondent's work plan shall clearly outline the procedures for implementing construction sequencing.

6. Insurance

The Respondent must submit a current certificate of insurance in the form required by Attachment 1 of this RFQ. At the time of award of a Contract with an RFAP Client, the General Contractor shall be required to provide an updated certificate of insurance, and all required endorsements adding CNT and any other required party as an additional insured that meets CNT's minimum insurance requirements as set forth in the attachments.

7. Joint Venture Agreement

A joint venture must submit a copy of its joint venture agreement and all required submittals must be signed by a principal of each joint venture partner including, but not limited to, subcontractors' information submittals and MBE/WBE/DBE Utilization Plans.

8. Liens, Suits and Judgments

Respondents shall include a detailed description of any disputes they currently are involved in, as well as a complete list of any lawsuits or judgments occurring within the last five (5) years (whether or not currently ongoing), and all current liens.

9. Financial Information (To be provided in separate sealed envelope)

The Respondent shall demonstrate its financial responsibility by submitting the most recent two years of audited, reviewed or compiled financial statements prepared by a third party licensed Certified Public Accountant (CPA). Listed below are the minimum acceptable required documents:

The Respondent must provide Financial Statements, which consist of:

- 1) Accountant's Report
- 2) Balance Sheet (last 2 years)
- 3) Income Statement (last 2 years)
- 4) Cash Flow Statement (last 2 years)

5) Financial Statement Footnotes (if applicable)

The Respondent must provide at a minimum compiled financial statements. Compiled financial statements represent the most basic level of financial statements prepared by a licensed certified public accountant. In a compilation, the certified public accountant assists management in presenting financial information in the form of financial statements and does not provide any assurance that there are no material modifications that should be made to the financial statements. The certified public accountant does not perform inquiry, analytical procedures or other procedures that would be performed in a review, or obtain the understanding of the entity's internal control, assess fraud risk or test accounting records as would be performed in an audit.

Other considerations in the evaluation of the financial condition of Respondents include the following:

- Financial statements must be from a legal business entity (e.g., corporation, partnership, LLC, etc.).
- Newly created entities must provide financial statements from the entity's general partner and/or any other financially responsible entity that collectively can demonstrate the capability to complete the Work.
- Internally prepared financial reports generated by the Respondent will not be accepted.
- Personal financial statements or tax returns will not be accepted.
- CNT reserves the right to request additional information to complete the financial evaluation and review of any Respondent.

CNT will also evaluate the Respondents based upon analysis of third party reporting agencies, regulatory agencies, bureaus, etc., as it deems necessary to determine the financial adequacy of the Respondent entity and confirm that the entity is in good financial standing with governmental agencies.

10. Debarment Statement

The Respondent shall submit a statement that the Respondent, its joint venture partner, if applicable, its subcontractors, vendors and staff are not debarred, suspended or otherwise prohibited from conducting business with any Federal, State or local agency.

11. Bonding

The Respondent must provide its total project and aggregate bonding capacity, which must be provided on the surety's letterhead. The surety must be a guaranty or surety company which appears in the U.S. Treasury circular N. 570 published annually in the Federal Register, and at a minimum, has an "AA" rating in accordance to the A.M. Best rating guide.

12. Fee Form (To be provided in a separate sealed envelope)

The Respondent must submit the Fee Form, in the form attached to this RFQ. Fee Forms must separate hourly rates for each option year.

13. Insurance Experience Modification Rate (EMR) Rating

The Respondent must provide its insurance EMR Rating for the last three (3) years. The rating must be provided on insurance company's letterhead. Any EMR over one (1) will need to be explained.

14. Additional Submittal Requirement (Forms)

The following documents, properly executed and notarized by the Respondent, shall be submitted with the Program Application and Fee Form. Program Applications not containing ALL submittal requirements may be deemed non-responsive to this RFQ.

- 1) Statement of Bidder's Qualifications
- 2) Contractor Participation Agreement
- 3) Affidavits, Certificates, and Representations Certification
- 4) Certification Regarding Debarment, Suspension and Voluntary Exclusions

G. EVALUATION PROCESS

Program Applications will be considered by CNT and its Representatives in accordance with the evaluation criteria. Materials, information or explanations shall be included in a Respondent's Program Application as required in Section 1.6 Submittals and/or as otherwise necessary to allow the following evaluation factors to be considered.

PROGRAM APPLICATION EVALUATION CRITERIA	
	Program Application
	<ul style="list-style-type: none"> • Completed, signed program application • Completed, signed Contractor Participation Agreement • WBE/MBE/DBE/Sect 3 certifications or N/A • DUNS and SAM • Secretary of State incorporation and ownership • Disbarment verification • Current business license • Current Chicago General Contractor or trade license • Proof of insurance with acceptable limits • Current IDPH license or N/A • USEPA Certified Firm certification or N/A
	Capacity to perform Scope of Services <ul style="list-style-type: none"> • Size of firm • Administrative and IT services
	Experience and past performance as a General Contractor on comparable Projects <ul style="list-style-type: none"> • Building type and geography served • Services/trades offered • Davis-Bacon compliance • M/W/DBE compliance • References and site visit • Work samples
	Quality of Construction Management Plan <ul style="list-style-type: none"> • Quality Management Approach Roles, Responsibilities, Authority of Team Members • Scope and Schedule Management • Response time • Cost Control
	Quality of Safety Plan <ul style="list-style-type: none"> • OSHA & EPA Compliant

PROGRAM APPLICATION EVALUATION CRITERIA	
	<ul style="list-style-type: none"> • Personal Protection Plan • Project Hazard Analysis • OSHA 30-Hr Construction Safety & Health or equivalent certificate • EMR (Experience Modification Rating for safety) rating for the last three (3) years
	Quality of Dust Control Implementation <ul style="list-style-type: none"> • Meets or exceeds CNT dust control protocol

After CNT and its Representatives have evaluated Respondents' Program Applications submitted in response to the RFQ, Contracting Officer shall establish a competitive range. Those Respondents within the competitive range will be notified, and unless otherwise indicated by the Contracting Officer, may be required to participate in oral presentations/discussions with CNT. CNT may also require further information or clarification from the Respondents in the competitive range regarding their Program Applications prior to the oral presentations/discussions. CNT, however, reserves the right to make its decision to award a Participation Agreement based solely on the written submitted Program Applications without any requests for oral presentations, formal interviews, negotiations or further discussions.

While fees are not assigned a specific weight, each Respondent must indicate its fees on the attached fee form, which must be reasonable and justifiable and must reflect the proposed approach/work plan.

The objective of the presentations/discussions is to answer questions, clarify issues, and/or provide additional information regarding a Respondent's Program Application and negotiate fees/costs. After presentations/negotiations, Respondents in the competitive range will be evaluated on the criteria set forth below.

ORAL PRESENTATION CRITERIA
Experience/Past Performance: The professional, technical and managerial experience and the demonstrated past performance of the Respondent and its team member(s) and committed personnel on other projects of comparable scope, magnitude and complexity, including the quality of work, schedule adherence, compliance, and performance guarantees. CNT and its Representatives may solicit from previous clients, other governmental agencies, or any available sources, relevant information concerning the Respondent and its team member(s) and personnel's record of past performance.
Presentation of the Work Plan: The quality of the Respondent's work plan/approach as demonstrated in the narrative will be considered. The narrative must address the Respondent's ability to partner with CNT and to deliver quality projects on a cost effective basis. Time saving methods, willingness to dedicate staff, and creating efficient and effective communication systems will be evaluated.
Key Personnel: The Respondent shall be prepared to discuss its professional skills, and knowledge of its role in the Program. It is expected that a discussion will be made demonstrating past compatibility and an effective working relationship among the Respondent's staff and subcontractors.

Presentations will be evaluated according to the criteria referenced above by CNT and its Representatives. Following the presentations, CNT's Representatives will evaluate and summarize their

findings for each firm that participates in the presentations, and make a recommendation to CNT's Project Manager. CNT will offer Participation Agreements to the responsive and responsible Respondents, in its sole discretion, and reserves to the right to limit the number of Respondents that are selected.

CNT reserves the right to reject any and all Program Applications and reserves the right to secure services solicited by this RFQ by means of a non-competitive procurement in accordance with 24 CFR 85.36(d)(4) or to re-solicit competitive Program Applications.

H. PARTICIPATION AGREEMENT

Upon the award of a Participation Agreement, the Selected Respondent(s) will execute CNT's Participation Agreement in substantially the same form with the same terms and conditions as set forth in the attached Agreement. A Respondent shall include, as part of its cover letter for its Program Application to CNT, an acknowledgement that it has read, understands and accepts the terms and conditions of the Agreement. Refer to Attachment 2.

I. MBE/WBE/DBE AND SECTION 3 PARTICIPATION

It is the policy of CNT that Minority, Women and Disadvantaged Business Enterprises ("MBE/WBE/DBE") shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal and/or City of Chicago funds and that Respondents and their subcontractors or suppliers shall take all necessary and reasonable steps to ensure that MBE/WBE/DBEs shall have the maximum opportunity to compete for and perform contracts financed in whole or in part by federal funds. CNT is required to make best efforts to meet the City of Chicago MBE/WBE Ordinance by employing 24% minority-owned and 4% women-owned contractors over the Program. A percentage of MBE and WBE subcontractors and suppliers may also be counted towards the MBE/WBE requirements.

To the greatest extent feasible, the Selected Respondent(s) shall comply with the MBE/WBE/DBE Policy Provisions of CNT and City of Chicago. CNT also encourages participation from Section 3 businesses and workforce development organizations; however, this is not a requirement.

A Respondent's Program Application must include

- MBE/WBE/DBE Utilization Plan
- Current letter of MBE/WBE/DBE certification from the City of Chicago for the Respondent, if applicable
- Current letter of MBE/WBE/DBE certification from the City of Chicago for the Respondent's proposed subcontractors and suppliers, if applicable.

If selected to provide Services for the Program, General Contractors will be required to submit with each bid the percentage for each MBE/WBE/DBE subcontractor proposed to count towards the M/W/DBE Program.

ATTACHMENT 1: RAINREADY HOME PROGRAM APPLICATION

A. CONTRACTOR INFORMATION

Business Name:	Contact Person:
Business Address:	Contact Telephone:
Business Telephone:	Contact Email:
Business Website:	Building Types Served:
Services & Trades Offered:	Geography Served:
	DUNS:
	SAM:

INDICATE BELOW THE GROUP(S) FOR WHICH PROGRAM APPLICATION IS BEING SUBMITTED. All Respondents must select below each group for which they want to be considered. There is no limitation to the number of groups a Respondent may be a member of with the exception of their ability to bid, perform work and secure bonding within the scope of work the group represents.

- Group A - Housing repair and rehabilitation projects
- Group B - Residential green infrastructure projects
- Group C - Environmental assessment and abatement projects

B. APPLICATION CHECKLIST

REQUIRED DOCUMENTS	PROVIDED?
Completed, signed program application	YES <input type="checkbox"/>
Completed, signed program Contractor Participation Agreement	YES <input type="checkbox"/>
Current business license, Chicago General Contractor and trade licenses	YES <input type="checkbox"/>
Proof of insurance and bonding with acceptable limits	YES <input type="checkbox"/>
WBE/MBE/DBE/Sect 3 certifications	YES <input type="checkbox"/> N/A <input type="checkbox"/>
Current IDPH license	YES <input type="checkbox"/> N/A <input type="checkbox"/>
Current USEPA Certified Firm certification	YES <input type="checkbox"/> N/A <input type="checkbox"/>

C. LICENSING

IS YOUR FIRM LICENSED TO DO BUSINESS BY THE CITY OF CHICAGO?			Yes <input type="checkbox"/> No <input type="checkbox"/>
IS YOUR FIRM LICENSED TO DO BUSINESS BY COOK COUNTY ILLINOIS?			Yes <input type="checkbox"/> No <input type="checkbox"/>
List categories in which the firm or venture is licensed to do business and indicate registration or license numbers. Indicate which government entity issued the license. Provide a copy of City of Chicago General Contractor's license indicating the Category Class for which your firm is licensed to do general construction work. Attach a copy of each business license and Chicago General Contractor or trade license listed.			
CATEGORY	REGISTERED LICENSE (OR LICENSE NUMBER)	ISSUING GOVERNMENT ENTITY	EXPIRATION DATE

D. BONDING

PROVIDE THE CURRENT LEVEL OF PERFORMANCE BONDING (IN DOLLAR AMOUNT) AUTHORIZED BY THE SURETY AS OF THE DATE OF THIS SUBMITTAL	
SINGLE LIMIT:	
MAXIMUM LIMIT:	
A.M. BEST RATING:	
TOTAL BONDING CAPACITY:	
AS OF:	
DURING THE PAST FIVE YEARS, HAVE ANY DEMANDS BEEN PLACED ON A BID BOND, PAYMENT BOND, OR PERFORMANCE BOND OF THE APPLICANT? If yes, attach a statement listing date, location, project, and dollar amount of each demand, and circumstances.	Yes <input type="checkbox"/> No <input type="checkbox"/>
PLEASE PROVIDE INFORMATION REGARDING THE SURETY THAT WILL PROVIDE THE PAYMENT AND PERFORMANCE BOND FOR PROJECT(S) TO BE AWARDED BY OR ON BEHALF OF CNT and the City of Chicago.	
SURETY NAME, ADDRESS, TELEPHONE	

PROJECT DETAIL FORM

RESPONDENT:			
PROJECT NAME:			
ROLE:	Prime <input type="checkbox"/>	JV Contractor <input type="checkbox"/>	Sub Contractor <input type="checkbox"/>
AGENCY/CLIENT:			
HAS THE PROJECT ACHIEVED OR ANTICIPATED FINAL ACCEPTANCE?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
ESTIMATED SELF-PERFORMANCE (%). Based on actual hours through the working foreperson. Supervisory hours do NOT apply.			%
WAS PROJECT COMPLETED ON BUDGET? If no, please explain.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
ORIGINAL PROJECT VALUE:	\$		
FINAL CONTRACT DOLLAR VALUE:	\$		
WAS PROJECT COMPLETED ON SCHEDULE? If no, please explain.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
DID THE PROJECT INCLUDE MBE/WBE PARTICIPATION GOALS? If yes, please describe the goals and explain how and to what extent they were met.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
WHAT WORK DID RESPONDENT SELF-PERFORM?			
HOW IS THIS PROJECT COMPARABLE?			
CLIENT REFERENCE FOR CONSTRUCTION:			
PROJECT ROLE:			
PHONE:	EMAIL:		

3. Safety

DOES YOUR ORGANIZATION HAVE A SAFETY PROGRAM?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
MONTH AND YEAR FIRST IMPLEMENTED:			
METHOD OF REVIEW OF PROGRAM			
PLEASE INDICATE WHETHER REGULAR WORK SITE SAFETY MEETINGS ARE HELD AND HOW FREQUENTLY			
PLEASE PROVIDE A COPY OF TABLE OF CONTENTS OF SAFETY/LOSS CONTROL MANUAL			
HAVE ANY CITATIONS BEEN ISSUED TO YOUR ORGANIZATION DURING THE PERIOD OF THE LAST THREE YEARS FOR WORKPLACE SAFETY LAW VIOLATION? If yes, provide detailed information for each occurrence regarding:		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ol style="list-style-type: none"> 1. The nature of the violation for which your organization was cited. 2. Summary of your position of the matter. 3. Official resolution of violation. 			
PLEASE PROVIDE YOUR ORGANIZATION'S OSHA REPORTABLE INCIDENT RATE: (If this is greater than 3.0, please attach your OSHA Form 300A Summaries for the last three years and a written explanation to the qualification questionnaire. (Please attach narrative as necessary).			
PLEASE PROVIDE A COPY OF YOUR ORGANIZATION'S NCCI CURRENT EXPERIENCE MODIFICATION RATE FACTORS ("EMRF") RATING WORKSHEET (If this is greater than 1.0, please attach your OSHA Form 300A Summaries for the last three years and a written explanation to the qualification questionnaire. (Please attach narrative as necessary).			
PLEASE PROVIDE NCCI RATING FOR THE PAST FOUR YEARS			
YEAR	NCCI RATING	YEAR	NCCI RATING

4. Legal Actions

RESPONDENT:

If the answer to any of the questions below is **YES**, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

QUESTION	
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and include the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	Yes <input type="checkbox"/> No <input type="checkbox"/>

5. Financial Capacity

Please provide the following information about the Respondent's primary commercial bank.

BANK NAME:			
ADDRESS:			
CITY/STATE/ZIP:			
CONTACT OFFICER:		DIRECT #:	
BANK TELEPHONE:		FACSIMILE:	
EMAIL:			
IN WHAT YEAR WAS THE BANKING RELATIONSHIP ESTABLISHED?			
DOES YOUR FIRM OR VENTURE HAVE ACCESS TO A LINE OF CREDIT?			Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please indicate upper limit.			
How much is currently available?			
OTHER SOURCES OF CAPITAL:			

Please attach Respondent's financial statements in compliance with the requirements of this RFQ. If a joint venture, submit financial statements for the joint venture name and each joint venture partner. All notes and schedules must be provided.

INDEPENDENT ACCOUNTANT INFORMATION (CONTACT NAME):			
TELEPHONE:			
YEAR-ENDING FINANCIAL STATEMENT DATE:			
SELECT ONE:	Audit <input type="checkbox"/> Review <input type="checkbox"/> Compile <input type="checkbox"/>	IS THIS A CONSOLIDATED FINANCIAL STATEMENT?	Yes <input type="checkbox"/> No <input type="checkbox"/>

ATTACHMENT 2: CONTRACTOR PARTICIPATION AGREEMENT

To be included as RFQ Addendum 1.

ATTACHMENT 3: FEE PROPOSAL FORM

In evaluating this RFQ, CNT will determine whether a Respondent is submitting a proposed cost via a combination of the rates from the scope items listed. You may only provide pricing that represents your bidding group but indicate n/a for items you will not be bidding. See **Attachment 3-A** for the Davis-Bacon wage determination for the Program. _

TWELVE MONTH BASE

Scope of Work Item	Unit of Measurement	Price
1 Downspout disconnection & extension	Each	\$
2 Cistern 1000 Gal	Lump Sum	\$
3 Site Grading & Add 6" Topsoil	SF	\$
4 Permeable Pavers	SF	\$
5 Overhead Sewer (System)	Lump Sum	\$
6 Sump Pump (System)	Lump Sum	\$
7 Ejector Pump (System)	Lump Sum	\$
8 Backwater Valve	Each	\$
9 Building Sewer-Rodding	LF	\$
10 Building Sewer-Televising	LF	\$
11 Foundation Waterproofing (Sealing)	SF	\$
12 Foundation Crack Repair (Injection)	Each	\$
13 Concrete Flatwork	SF	\$
14 Patch Concrete	SF	\$
15 Masonry Repair (Tuckpointing)	SF	\$
16 Partition Framing	LF	\$
17 Remove/Replace Interior Drywall	SF	\$
18 Interior Door Hollow Core	Each	\$
19 Exterior Door Solid Core	Each	\$
20 Mold Cleaning (Wood)	SF	\$
21 Mold Testing Sample	Each	\$
22 Lead Paint Abatement	SF	\$
23 Lead Paint Testing Sample	Each	\$
24 Asbestos Abatement Tile	SF	\$
25 Asbestos Abatement Insulation	LF	\$
26 Asbestos Testing Sample	Each	\$

Respondent shall complete all Fee Proposal Pages. **EACH FEE PROPOSAL PAGE MUST BEAR AN ORIGINAL SIGNATURE.** Failure to sign all **FEE PROPOSAL** pages may result in the entire proposal being deemed non-responsive.

Firm Name Signature

Date Title

Attachment 3-A: Davis-Bacon Wage Determination

ATTACHMENT 4: AFFIDAVITS, CERTIFICATES AND REPRESENTATIONS CERTIFICATION

I hereby certify that I am the (Title) _____ and duly authorized representative of the firm of (Name of Firm, Address) _____, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me) to solicit or secure a Participation Agreement or Contract for this Program,

(b) Agreed, as an express or implied condition for obtaining a Participation Agreement or Contract for this Program, to employ or retain the services of any firm or person in connection with carrying out a Participation Agreement or Contract for this Program, or

(c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out a Participation Agreement or Contract for this Program, except as here expressly stated (if any). I acknowledge that this certificate is to be furnished to CNT for forwarding to the City of Chicago in connection with this Program involving participation of Federal funds, and is subject to applicable state and federal laws, both criminal and civil.

Signed at _____

On this _____ day of _____, 201__, for:

(Firm)

Witness Signature

Name

Title

ATTACHMENT 5: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND VOLUNTARY EXCLUSIONS

(1) The Respondent certifies to the best of its knowledge and belief, that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, debarred or voluntarily excluded from covered transactions by any Federal or State department or agency and/or the City of Chicago;

(b) Have not within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (1)(b) of this certification; and

(d) Have not within a three (3) year period preceding this RFQ had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Respondent is unable to certify to any of the statements in this certification, such Respondent shall attach an explanation to this Program Application.

Signed at _____

On this _____ day of _____, 201__, for:

(Firm)

Witness Signature

Name

Title

ATTACHMENT 6: DUST CONTROL PROTOCOL

The following is a list of minimum dust control protocols that must be adhered to when performing environmental work in occupied buildings; specific site conditions may warrant additional preventative measures be taken. The Respondent will be the responsible party for any damage / cleaning / remediation required as a result of its work.

Corridor / Common Area Work:

- 72-Hour Notice must be provided to CNT's project team.
- Photographs should be taken of all adjacent areas as well as the areas to be worked on prior to commencement of work and again upon conclusion and clean-up.
- The use of negative air machines is required (where possible).
- All doors must be taped with blue painters tape at edges.
- All doors must have a damp towel placed across the threshold.
- Visqueen must be draped over doors and properly secured to prevent dust infiltration to the units/offices while maintaining emergency egress ability for the residents/staff.
- All corridors make up air vents shall be taped off with visqueen.
- All smoke detectors shall be sealed off during working hours and shall be removed at the end of each working day.
- The elevators, elevator equipment room and hoist way shall be inspected by the elevator maintenance contractor prior to commencement of contractor's work and shall be inspected at the completion of Respondent's work. The Respondent shall be responsible for damage to the elevator equipment which was caused by dust contamination.
- All light fixtures and bulbs shall be thoroughly cleaned after the protective dust control devices are removed.
- Documentation of every resident/staff member that enters or leaves their unit/office while work is in progress.

Unit Work:

- 72-Hour Notice must be provided to the project team.
- Photographs should be taken of all adjacent areas as well as the areas to be worked on prior to commencement of work and again upon conclusion and clean-up.
- The use of negative air machines is required.
- A proper Visqueen barrier; complete with zipwall poles must be erected separating the residents' belongings from the area of work; sealed on all sides.
- All residents' belongings must be adequately covered to prevent dust contamination from the work.
- All unit doors must have a damp towel placed across the threshold. These should be a highly visible color to prevent tripping hazards (e.g. orange, yellow, etc.) while maintaining egress function.
- All registers / grills / HVAC units, etc. must be properly covered to prevent dust contamination during working hours and removed at the end of each working day.
- All smoke detectors shall be sealed off during working hours and shall be removed at the end of each working day.
- All light fixtures, bulbs, medicine cabinets, kitchen cabinets, windows, etc. shall be thoroughly cleaned after the protective dust control devices are removed.
- Respondent must verify that outlets being utilized function properly and that if tied to a switch; the switch be secured in the on position to prevent accidental power loss to critical appliances and equipment.