

Black Contractors, Owners, & Executives

REQUEST FOR PROPOSAL (RFP)

City Of Chicago Home Repair Program: Roofing Qualifications Package

CITY OF CHICAGO HOME REPAIR PROGRAM: ROOFING QUALIFICATIONS PACKAGE

Black Contractors, Owners, & Executives

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RFP ID: 17084

Prepared By: BCOE - Black Contractors Owners & Executives

Date: November 2, 2023

REQUEST FOR PROPOSAL
CITY OF CHICAGO HOME REPAIR PROGRAM: ROOFING PACKAGE
Chicago - Illinois

RFP ID: 17084

PROPOSAL SUBMISSION DEADLINE: November 10, 2023, 5:00 PM

QUESTION SUBMISSION DEADLINE: November 6, 2023

Questions may be submitted in written form to:

Contact Name: Irma Holloway
Contact Address: 7811 S Stony Island
Chicago, Illinois 60649
Telephone Number: 773-596-6499
Email Address: askirma1@gmail.com

INTRODUCTION

Black Contractors, Owners, & Executives invites and welcomes proposals for their City of Chicago Home Repair Program: Roofing Package project. Based on your previous work experience, your firm has been selected to receive this RFP and is invited to submit a proposal. Please take the time to carefully read and become familiar with the proposal requirements. All proposals submitted for consideration must be received by the time specified above under the "PROPOSAL SUBMISSION DEADLINE."

BIDDERS SHOULD NOTE THAT ANY AND ALL WORK INTENDED TO BE SUBCONTRACTED AS PART OF THE BID SUBMITTAL MUST BE ACCOMPANIED BY BACKGROUND MATERIALS AND REFERENCES FOR PROPOSED SUBCONTRACTOR(S) NO EXCEPTIONS.

PROJECT AND LOCATION

The project associated with this RFP is or shall be located at Various Chicagoland Addresses, Chicago, Illinois 60649.

PROJECT MANAGER CONTACT INFORMATION

The following individual(s) are the assigned contacts for the following:

For questions or information regarding Project Information, contact:

Name: Irma Holloway
Title: Executive Director
Phone: 708-372-1089
Fax: N/a
Email: askirma1@gmail.com

PROJECT OBJECTIVE

The objective and ultimate goal for this project is to manage a qualified pool of local small and minority construction firms to secure bids on hrp projects and to undertake the repairs of qualified homes, with an emphasis on providing construction contract opportunities for minority contractors and building wealth through hiring residents.

PROJECT SCOPE AND SPECIFICATIONS

The Project Scope and Specification are:

All contractors are to issue the prequalification's as below:

- A. Insurance Requirements (See attached)
- B. 2 References (1 Trade Reference and 1 Client Reference)
- C. Company Financials are not required, but can be provided as an added plus
- D. City of Chicago General Contractor/Trade License
- E. All subcontractors will be responsible for procuring their own permits

SCHEDULED TIMELINE

The following timeline has been established to ensure that our project objective is achieved; however, the following project timeline shall be subject to change when deemed necessary by management.

MILESTONE	DATE
RFQ Release:	November 2, 2023
RFI's Questions Due:	November 6, 2023
Proposal Dates Due:	November 10, 2023

PROPOSAL BIDDING REQUIREMENTS

PROJECT PROPOSAL EXPECTATIONS

Black Contractors, Owners, & Executives shall award the contract to the proposal that best accommodates the various project requirements. Black Contractors, Owners, & Executives reserves the right to: (i) award any contract prior to the proposal deadline or prior to the receipt of all proposals, (ii) award the contract to more than one Bidder, and (iii) refuse any proposal or contract.

DEADLINE TO SUBMIT PROPOSAL

All proposals must be received by Black Contractors, Owners, & Executives no later than 5:00 PM on November 10, 2023 for consideration in the project proposal selection process.

PROPOSAL SELECTION CRITERIA

Only those proposals received by the stated deadline will be considered. All proposals, submitted by the deadline, will be reviewed and evaluated based upon information provided in the submitted proposal. In addition, consideration will be given to cost and performance projections. Furthermore, the following criteria will be given considerable weight in the proposal selection process:

1. Proposals received by the stipulated deadline must be in the correct format.
2. Bidder's alleged performance effectiveness of their proposal's solution.
3. Bidder's performance history and alleged ability to timely deliver proposed services.
4. Bidder's ability to provide and deliver qualified personnel having the knowledge and skills required to effectively and efficiently execute proposed services.
5. Overall cost effectiveness of the proposal.

Black Contractors, Owners, & Executives reserves the right to cancel, suspend, and/or discontinue any proposal at any time, without obligation or notice to the proposing bidder.

PROPOSAL SUBMISSION FORMAT

The following is a list of information that the Bidder should include in their proposal submission:

Summary of Bidder Background

1. Bidder's Name(s)
2. Bidder's Address
3. Bidder's Contact Information (and preferred method of communication)
4. Bidder's Federal Employee Identification Number (FEIN)
5. Evidence of legal authority to conduct business in Illinois (e.g. business license number).

References

- Provide 2 references

By submitted a proposal, Bidder agrees that Black Contractors, Owners, & Executives may contact all submitted references to obtain any and all information regarding Bidder's performance.

Exhibit E
Delegate Agency Grant Agreement
Chicago Recovery Plan

Insurance Requirements & Insurance Certificate

A. INSURANCE REQUIRED

You must provide and maintain at your own expense, during the term of this Agreement and during the time period following expiration if you are required to return and perform any work, services or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to this Agreement.

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work, services or operations under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to, the following: other states endorsement, alternate employer and voluntary compensation endorsement, when applicable.

- 2) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following, if applicable to the work, services, or operations performed: All premises and operations, products/completed operations (for the full statute of repose following project completion) or (for a minimum of two (2) years following project completion) explosion, collapse, underground, separation of insureds, mobile equipment, products and completed operations for food or beverages for consumption, food or beverage contamination, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or you may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any of your other work or activity. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City and other entities as required by City must be provided additional insured status with respect to liability arising out of your work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of your acts or omissions, whether such liability is attributable to you or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Your liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

- 3) Automobile Liability (Primary and Umbrella)
You must maintain Automobile Liability Insurance with limits of not less than \$500,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the project site including loading and unloading. If applicable, coverage extension must include an MCS-90 endorsement where required by the Motor Carrier Act of 1980. The City is to be named as an additional insured on a

primary, non-contributory basis.

4) Builders Risk

When you or any subcontractor undertakes any construction, including improvements, betterments, and/or repairs, you or your designated subcontractor must provide All Risk Builders Risk Insurance at limits equal to the completed value of the project for materials (on-site and off-site), supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. The City is to be named as an additional insured and loss payee.

You are responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by you.

5) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

6) Medical Professional Liability

When any physicians, physicians' assistants, nurses, or nurses' assistants are performing any work, services, or operations related to this Agreement, you or your designated subcontractor must maintain Medical Malpractice Insurance covering all damages resulting from a medical incident arising out your medical staff's professional services including acts, errors, or omissions with limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. A separate policy must be in place for each physician. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

8) Contractors Pollution Liability

When any work, services, or operations performed involves a potential pollution risk that may arise from the operations of your scope of services Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$1,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as an additional insured.

9) Environmental and Asbestos Abatement Liability

If your scope of work, services, or operations involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, you will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the City: \$10,000,000 per Claim/Aggregate.

10) Property Insurance/Installation Floater

If your scope of work, services, or operations involves performing a repair or replacement related to this Agreement, you or your designated subcontractor must provide All Risk Property/Installation Insurance, at replacement cost, for loss or damage to equipment, machinery, materials or supplies that are part of this Agreement. Coverages must include in-transit, off-site, faulty workmanship or materials, testing and mechanical-electrical breakdown. The City is to be

named as additional insured and loss payee.

You or your designated subcontractor are responsible for all loss or damage to City property at replacement cost during installation, modification, maintenance and/or repairs.

11) Valuable Papers

When any plans, designs, drawings, specifications, data, media and/or documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

12) Cyber Liability (Primary and Umbrella)

If any personally identifiable information ("PII"), protected health information ("PHI") or payment card industry data ("PCI") is collected and maintained by you, Cyber Liability must be maintained with limits of not less than \$1,000,000 for each occurrence or claim. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by you in this Agreement and must include, but not be limited to, the following: invasion of privacy violations, information theft, release of private information, extortion and network security, breach response coverage and cost, regulatory liability including fines and penalties and credit monitoring expenses, denial or loss of service, unauthorized access to or use of computer systems, no exclusion/restriction for unencrypted portable devices/media may be on the policy and introduction, implantation, and/or spread of malicious software code and property damage liability in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the City that will be in your care, custody, or control must also be included. The City must be named as an indemnified party or additional insured. Should the City be named as an additional insured and the policy contains an insured vs insured exclusion, the exclusion must be amended and not be applicable to the City.

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. You must furnish to the email address and/or website location specified by the City certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and additional insured endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. You must submit certificate of insurance, additional insured endorsements, or other evidence of insurance prior to execution of Agreement. The receipt of any certificate of insurance and additional insured endorsement does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain a certificate of insurance, additional insured endorsement or other evidence of insurance from you, your insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. In addition, the City's receipt of, or failure to object to, a non-complying certificate of insurance, additional insured endorsement or other evidence of insurance from you, your insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions.

You must advise all insurers of this Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect you for liabilities which may arise from or relate to this Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Your failure to comply with required coverage and terms and conditions outlined herein will not limit your liability or responsibility nor does it relieve you of your obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or this Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. You must provide the City sixty (60) days prior written notice before any required insurance is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by you.

Waiver of Subrogation. You hereby waive your rights and agree to require your insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. You agree to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement from your insurer(s).

Your Insurance Primary. All insurance required of you under this Agreement must be endorsed to state that your insurance policy is primary and not contributory with any insurance procured or maintained by the City.

No Limitation as to Your Liabilities. The coverages and limits furnished by you in no way limit or restricts your liabilities and responsibilities specified within this Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by you under this Agreement.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Insurance and Limits Maintained. If you maintain higher limits and/or broader coverage than the minimums shown herein, the City is entitled to the higher limits and/or broader coverage.

Joint Venture or Limited Liability Company. If you are a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

Other Insurance obtained by You. If you desire additional coverages, then you will be responsible for the acquisition and cost.

Insurance required of subcontractors. You must either name subcontractor(s) as a named insured(s) under your insurance or require each subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance. The limits of coverage will be determined by you and may be subject to approval by the City. You must determine if subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. You are responsible for ensuring that each subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations on an endorsement form at least as broad and acceptable to the City. You are also responsible for ensuring that each subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, you must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance from each subcontractor. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the subcontractors to comply with required coverage and terms and conditions outlined herein will not limit your liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in this Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.