



County of McHenry  
Request for Proposal

**RFP # 19-27**  
**Analysis of Impediments to Fair Housing Choice**

July 02, 2019

This Request for Sealed Proposal (RFP) is for the purpose of, contracting with a qualified firm to provide an Analysis of Impediments to Fair Housing Choice, subject to continuing need, and availability of funds as outlined within this document. All requirements are according to specifications enclosed herein.

Any communication regarding this request for proposal between the date of issue and date of award is required to go through the Buyer listed below (or the Purchasing Administrative Specialist). **Unauthorized contact with other McHenry County or CDBG staff is strictly forbidden.**

**GENERAL REQUIREMENT:** This is a Request for Sealed Proposal (see attached). Proposal will be opened and evaluated in private and proposal information will be kept confidential until an award is made. **One (1) signed, original, Two (2) printed copies AND one (1) digital copy of the complete proposal are to be submitted.**

**SUBMISSION LOCATIONS:**

Mailing/Shipping Address:

McHenry County Purchasing Department  
2200 N. Seminary Avenue Room 200  
Woodstock IL 60098

Drop Off In Person:

Purchasing Department  
McHenry County Administration Building  
667 Ware Road Room 200, Woodstock IL 60098

CONTACT PERSON: Djuana M. Leonard, C.P.M., Procurement Specialist  
[dleonard@mchenrycountyil.gov](mailto:dleonard@mchenrycountyil.gov)

**SUBMISSION DATE AND TIME: by 2:00 PM, (CST) August 30, 2019**

Proposals received after the submittal time will be rejected and returned unopened to the sender.

**SCHEDULE OF EVENTS**

July 2, 2019	RFP Available
July 22, 2019	Vendors Questions Submitted via email to <a href="mailto:dleonard@mchenrycountyil.gov">dleonard@mchenrycountyil.gov</a> by <b>12:00PM (CST)</b>
July 26, 2019	Vendors Questions Answered via Addendum, emailed and posted on County website after 4:00PM (CST)
August 30, 2019	<b>Proposals due by 2:00PM (CST)</b>
August 30-September 13, 2019	Evaluation of Proposals
September 16-October 17, 2019	Notification of intent to award, Committee Review, County Board approval and Execution of Contract
March 27, 2020	Completion of Project

## GENERAL INFORMATION

### REQUEST FOR PROPOSALS

#### DEFINITION

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible vendor and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.

#### RECEIPT and HANDLING of PROPOSALS

Proposals shall be opened in private by the Evaluation Committee to avoid disclosure of contents to competing vendors.

#### EVALUATION of PROPOSAL

The proposals submitted by vendors shall be evaluated solely in accordance with the criteria set forth in the RFP.

#### DISCUSSION of PROPOSAL

The Evaluation Committee may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other vendor.

#### NEGOTIATIONS

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

#### NOTICE of UNACCEPTABLE PROPOSAL

When the Evaluation Committee determines a vendor's proposal to be unacceptable, such vendor shall not be afforded an additional opportunity to supplement its proposal.

#### TERMS AND CONDITIONS

##### AUTHORITY

This Request for Proposals is issued pursuant to applicable provisions of the *McHenry County Purchasing Ordinance*, approved August 1, 2014, revised April 1, 2018. This ordinance is incorporated by reference into this RFP as if it were contained herein. An updated copy is available [here](#).

##### RESERVED RIGHTS

The County of McHenry reserves the right at any time and for any reason to cancel this Request for Proposal, to reject any or all proposals, to accept an alternate proposal, and reserves the right to waive any immaterial defect in any proposal. ***Unless otherwise specified by the offeror, the County has no less than one hundred and twenty (120) days to accept.*** The County of McHenry may seek clarification from

a vendor at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

#### INCURRED COSTS

The County of McHenry will not be liable in any way for any costs incurred by respondents in replying to this RFP.

#### AWARD

Award shall be made by the McHenry County Board to the most responsive and responsible vendor whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation criteria set forth herein below.

#### CRITERIA for SELECTION

The following criteria and point system shall be used by the selection team to determine the firm or individual(s) most qualified and best suited to perform the work:

1. Qualifications and Experience (45 points)  
Vendor's capability in all respects to perform fully the contract requirements. This includes the vendor's experience with projects of similar nature, size, complexity, and requirements.
  2. Cost (10 points)  
This refers to the proposed price for the products and services listed in the RFP.
  3. Compliance with RFP (40 points)  
This refers to the adherence to all conditions and requirements of the RFP.
  4. References (5 points)
- Total 100 points

#### NON-DISCRIMINATION

Vendor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith. Including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Vendor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Vendor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

#### SECURITY

The Vendor represents and warrants to The County of McHenry that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Vendor further represents and warrants to The County of McHenry that the Vendor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Vendor hereby agrees to defend, indemnify and hold harmless the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

### OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) “guarantees workers the right to a safe and healthful workplace”. Under Section 5(a) (1) of the OSHA Act, the employer must “furnish to each of his employees’ employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees.”

There are times when the County must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the County of McHenry must perform their duties in a manner that is compliant with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

### PROCUREMENT OF GREEN PRODUCTS AND TECHNOLOGIES

As approved by the McHenry County Board in April 2008, it is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products. The County should strive to influence private purchases through the example of using government specifications and standards that are green or environmentally friendly when making its purchases.

Whenever available and cost-justified, the County should purchase those materials including the purchase of recycled products containing post-consumer materials rather than residual materials resulting from the processing or manufacturing from another product. To the extent practicable, all products standards shall emphasize functional or performance criteria, which do not discriminate against the use of, recycled materials.

McHenry County should cooperate to the greatest extent feasible with other governments and organizations to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, products designed to be recycled, and other environmentally responsible products.

McHenry County shall continue to participate in and shall encourage other public jurisdictions to participate with the County in the purchase of products containing recycled content. Participation in such cooperative systems shall be aimed at obtaining maximum practical recycled content in County purchases, to obtain best available price for products with recycled content, to facilitate or encourage lower prices industry-wide and to encourage development of industries and markets dealing with recycled content products.

### PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

McHenry County shall select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

### COOPERATIVE PURCHASING

This contract shall be offered for purchases to be made by other counties and governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Vendor. The County shall not

be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

#### RIGHT TO PROTEST

Any actual or prospective bidder or Contractor who is aggrieved in connection with the solicitation or award of a Contract may protest to the Director of Purchasing. Any protest must be submitted in writing within ten (10) calendar days from the issuance of the solicitation, addendum, and notice of award or other decision by the Purchasing Department.

#### ADDENDUM

Should the Vendor require any additional information about this RFP, please email the Contact listed on Page 1, with any questions by the deadline as outlined in the schedule of events. ANY AND ALL changes to these specifications are valid only if they are included by Written Addendum to All vendors. No interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has been completed and sent to the Purchasing Office. In addition, all addenda are posted on the County of McHenry's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this RFP as submitted. All addenda so issued shall become part of the RFP documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a proposal.

Response to these questions will be made by means of an addendum. Only the Director of Purchasing has the authority to issue an addendum.

Addenda are written instruments issued by the County prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of proposals, addenda will be emailed or delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a proposal that all addenda issued have been received and, by submission of a proposal, such act shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

#### TAXES

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

#### PAYMENTS

The Vendor shall furnish The County of McHenry with an itemized invoice. Payment shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act."

#### VENDOR RESPONSIBILITIES

The selected Vendor will be required to assume responsibility for all services offered in this proposal. The County of McHenry will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Any contract resulting from this RFP may not be assigned, in whole or in part without written consent of The County of McHenry. If the Vendor attempts to make such an assignment without the written consent of The County of McHenry, the Vendor shall nevertheless remain legally responsible for all obligations under the Contract.

#### INTERPRETATION or CORRECTION of REQUEST for PROPOSALS

Vendors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency, or error, which they may discover upon examination of the Requests for Proposals.

Interpretations, corrections, and changes to the Request for Proposals will be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

#### COMPLIANCE WITH LAWS

The bidder hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit The County of McHenry to terminate this (Request for Sealed Proposal/Bid) in accordance with the termination provisions stated herein.

#### RECOURSE for UNSATISFACTORY MATERIALS

Payment shall be contingent upon The County of McHenry inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to The County of McHenry satisfaction by the successful bidder at no additional charge.

#### TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County of McHenry will give written notice of unsatisfactory performance and the Vendor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, The County of McHenry deems the Vendor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit The County of McHenry right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of The County of McHenry in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to The County of McHenry thirty (30) days after written notification of termination from The County.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Contract, without cause and without penalty.

#### REJECTION of BIDS, WAIVER of IRREGULARITIES

The County of McHenry reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the County. Any such decision shall be considered final.

#### DELIVERY

Delivery will be considered in making the award and the bidders shall state, in the spaces provided expected delivery after receipt of order. Failure to meet said delivery promises without prior consent of the Director of Purchasing will be considered a breach of faith.

#### WORKMANSHIP

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County of McHenry shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

## QUALIFICATIONS

Each firm submitting an RFP for this project shall submit detailed information concerning the professional qualifications of the individual(s) assigned to carry out this project. Relevant project experience, logistical capabilities and other relevant support data regarding the firm and assigned personnel must be included.

Each firm submitting a proposal for this project must provide at least three (3) references where projects of a similar nature have been successfully completed and implemented. These references should provide the name and address of the entity where the project was completed as well as a contact person.

## INSURANCE

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

- a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Vendors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate;

- b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$1,000,000 per occurrence combined single limit for:  
Bodily Injury Liability and Property Damage Liability;

- c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.
- d) Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.

## EVIDENCE of INSURANCE

The successful bidder agrees that with respect to the above-required insurance that:

- (a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A

- copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance; and
- (e) have the County of McHenry named as an additional insured and the address for certificate holder must read exactly as:

The County of McHenry, a body politic  
2200 N. Seminary Avenue  
Woodstock, IL 60098

- (f) Insurance Notices and Certificates of Insurance shall be provided to:

The County of McHenry  
2200 N. Seminary Avenue, Room 200  
Woodstock, Illinois 60098

The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of this Agreement and thereafter with the certificated evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

The County of McHenry shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance maintained by the County shall apply in excess of, and not contribute to, insurance provided by successful bidder.

The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change, and said notification requirements shall be stated on the Certificate of Insurance.

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

#### HOLD HARMLESS CLAUSE

The Vendor agrees to indemnify, save harmless and defend The County of McHenry, their agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of The County of McHenry, their agents, servants, or employees or any other person indemnified hereunder.

#### CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22<sup>nd</sup> Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

#### EVALUATION

Evaluation of proposals will be done by the Director of Purchasing and The Community Development Division. Proposals will be evaluated on experience in doing projects of a similar nature and adherence to specifications.

#### DIRECTIONS FOR SUBMISSION

Qualified individuals or firms are to submit **one (1) signed, printed original, two (2) printed copies and one (1) digital copy** of the completed proposal along with any support documentation.

All data and documentation submitted as part of this RFP shall become the property of McHenry County, Illinois. After award of this contract, all responses, documents, and materials contained in the RFP shall be considered public information and will be made available for inspection in accordance with the Illinois Freedom of Information Act.

1. All proposals must be received by **2:00PM (CST) on August 30, 2019**. Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned unopened to the sender. The County of McHenry does not prescribe the method by which proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of reason, in the transmission of proposals.

**All Proposal packages shall be clearly marked: RFP #19-27 Analysis of Impediments followed by "Request for Proposal" followed by the name of the vendor, their complete address, telephone number and the name of the contact person displayed on the outside. The Proposal package must be sealed.**

#### SUBMITTAL

Submit one (1) bid, multiple bids will not be accepted.

#### PRICING

Price offered shall be firm for at least 120 days after the latest time specified for submission of proposals and thereafter until written notice is received from bidder.

#### FREIGHT

Freight is all inclusive unless otherwise stated.

#### FUEL SURCHARGE

The County of McHenry does NOT accept any fuel surcharges.

#### EXPECTATION FOR EQUIPMENT/HARDWARE

It is the County's expectation equipment and/or hardware installed as part of this bid will be in new, unused condition unless otherwise noted in bid submission.

## SPECIFICATIONS

### Introduction:

McHenry County, Illinois ("County") is soliciting Requests for Proposal ("RFP") from qualified entities for the purpose of providing an Analysis of Impediments to Fair Housing Choice document, pursuant to the United States Department of Housing and Urban Development (HUD) guidelines including the Fair Housing Planning Guide, latest HUD Fair Housing Office Policy Guidance, HUD Community Planning and Development (CPD) Notices and Federal Registrars as pertaining to Fair Housing and Analysis of Impediments.

The County receives entitlement funds from the United States Department of Housing and Urban Development. HUD requires each entitlement jurisdiction to be fully aware of the existence, nature, extent and causes of all fair housing matters. There is a requirement by HUD that an analysis of these issues be executed in order to assess the status of fair housing in the entitlement jurisdiction. The purpose of the Analysis of Impediments to Fair Housing Choice (AI) is to specifically examine how state and local laws, private, public, and non-profit sector regulations, administrative policies, procedures, and practice impact the location, availability, and accessibility of housing for a local jurisdiction and the protected classes including race, color, national origin, religion, sex, familial status or disability.

### Terms and Definitions

For the purposes of this RFP and the ensuing contract, the following terms and definitions will apply:

1. **Analysis of Impediments to Fair Housing Choice** - Document to serve as the substantive, logical basis for fair housing planning; provide essential and detailed information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates; and assist in building public support for fair housing efforts.
2. **AI** - Analysis of Impediments
3. **Handicapped Person** - An individual who has a physical or mental impairment substantially limiting one or more major life activities, has a record of this type of impairment and is regarded as having such an impairment.
4. **HUD** - The United States Department of Housing and Urban Development
5. **Local Jurisdiction** - McHenry County
6. **Minority Group Members** - African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians

### Minimum Qualifications

Interested Respondents must meet all of the following criteria in order to be eligible for consideration. Failure to meet the criteria shall result in the immediate disqualification of a Respondent's proposal. Eligible Respondent(s) must have:

1. A minimum of five (5) years experience consulting in the area of Fair Housing,
2. Completed at least two (2) Analysis of Impediments within the last five (5) years **\*NOTE: please provide hard copy(ies) or electronic link(s) to verify satisfaction of this requirement,**
3. Priority for experience with county government work,
4. Priority for post-Westchester experience.

### Additional Submission Requirements:

Hard copies must be single-sided and bound with such binding device such as a clip; **do not use staples**. Please include a table of contents and tabs as applicable

## **General Requirements**

The Respondent (selected) shall maintain for the duration of the contract and any extensions thereof, at Respondent's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the Grantee, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher.

## **Scope of Services and Requirements**

### **A. General Description**

The County receives entitlement funds from the United States Department of Housing and Urban Development (HUD). HUD requires each entitlement jurisdiction to be fully aware of the existence, nature, extent and causes of all fair housing issues. A completed Analysis of Impediments to Fair Housing Choice is required by HUD for the purpose of the development of McHenry County's action plan.

### **B. Required Services**

The County is seeking consulting services, meaning that the intent of obtaining a consultant is to have this work completed to the greatest extent possible by the Consultant rather than County staff.

Services required but not limited to :

1. Prepare an Analysis of Impediments to Fair Housing Choice, pursuant to the United States Department of Housing and Urban Development (HUD) guidelines including the Fair Housing Planning Guide, latest HUD Fair Housing Office Policy Guidance, HUD Community Planning and Development (CPD) Notices and Federal Registrars as pertaining to Fair Housing and Analysis of Impediments.
2. Analysis and compilation of the following:
  - An assessment of the demographic patterns of the County including but not limited to race, ethnicity, income, disability, and familial status.
  - An assessment of regulations, zoning ordinances, public policies, procedures, and practices for the County and municipalities.
  - Assessment of affordable and accessible housing for both purchase and rental properties.
  - An assessment of the population for current growth and forecast separated by different demographics.
  - Institutional practices in the real estate community as they relate to the purchase, sale and rental of housing loan/rental application procedures, residential residency requirements or preferences, approval procedures for mortgage loans and home insurance, types of advertising used by the real estate and lending industries, multiple listing services; home appraisal practices and location loan approvals by race.
  - The AI will provide a plan of action to overcome any identified impediments and timelines for the implementation of the plan.

### **C. Background Information**

Please provide a description of history in providing such services as outlined in the RFP and detail any experience related to consulting services as related to Fair Housing Choice and documentation that satisfies the minimum qualifications in Section IIB. Please indicate if any employees that would execute the terms of an Agreement of Contract, or Executives of your organization currently share in any involvement with the County NSP Program, County HOME Program, or County CDBG Program. This includes, but is not limited to service for a Board or Commission related to an entity that receives federal grant funds for project work completed in the County. Finally, provide three references from a government or like sector that currently use your services and for which you have completed an AI.

**D. Additional Information Requirements**

Please provide a statement certifying the Proposal as submitted is in full understanding of the requirements of the RFP. Please indicate your organization’s intent to indemnify and hold McHenry County and related officials and designees harmless from claims, costs and losses resulting from your negligence or breach of contract should such negligence or a breach occurs. Please provide a contact person name, direct phone number and direct e-mail for the Proposal that the County will contact for confirmation of receipt of Proposal, questions regarding Proposal and notice of award or declination.

**E. Fee schedule**

Provide a fee structure outlining a base price with fees for extras and study-related expenses.

**F. Deliverable Submittal**

The final AI deliverable(s) required include:

1. Five (5) bound hard copies (at time of submission),
2. Two (2) electronic CD copies (at time of submission),
3. Other milestone submittals as required per contract to include monthly status and memorandum synopsis updates,
4. Quarterly reports.

**G. Executive Summary**

The proposal will include identification of study resources (i.e. potential interviews, data sources). A basic understanding of the County’s needs and goals as related to housing.

**H. Resumes**

Provide resumes of key employees related to the work of the project. Include a listing of work experience within the past five (5) years.

**I. Equal Employment Opportunity Requirements**

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

**J. Compliance**

Will comply with applicable federal statues as per 24CFR Part 570 and 24 CFR Part 92 including:

1. Civil Rights

The Respondent agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, the Fair Housing Act, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 as amended by Executive Order 12259 (Equal Opportunity in Housing), Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of Laws for Faith-Based and Community Organizations).

2. Conflict of Interest

In the procurement of supplies, equipment, services, and construction work, the recipient shall conform to the Conflict of Interest provisions as outlined in 24 CFR Part 570.611 and 24 CFR Part 85.36 and 24 CFR Part 84.42 as applicable. Specifically, the Respondent, its employees or designees, agents, consultants or officials and directly related persons to aforementioned persons, that exercise any responsibility or attain knowledge related to the responsibilities of the activity as per this Agreement shall not have or gain a financial interest or any such benefit as a result of procurement or activities carried out as part of this Agreement.

### 3. Hatch Act

The Respondent agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

### 4. Affirmative Action

The Respondent shall use its best efforts to obtain the participation of services, supplies, and other purchases from minority group members and women-owned businesses.

### 5. Section 504, the Architectural Barriers Act of 1968 and the Americans with Disabilities Act

The Respondent acknowledges compliance with the Rehabilitation Act of 1973, specifically including Section 504 and as amended meaning the recipient shall not discriminate on the basis of a handicap in employment or in programs for qualified handicapped persons. Further, the recipient shall comply with the Architectural Barriers Act of 1968 and the Americans with Disabilities Act as related to the access of and construction of facilities or places as used or developed in part or whole and an activity governed under this Agreement for persons with disabilities. The ADA mandates that structurally-based architectural and communications barriers be removed, provided that the removal be readily achievable, easily accomplished and capable of being accomplished with little difficulty or expense.

### 6. Drug-free Workplace

The Respondent certifies it will provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required as above;
- Notifying the employee in the statement required as above that, as a condition of employment under the grant, the employee will:
- Abide by the terms of the statement; and
- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notifying the Grantee within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
- Taking one of the following actions, within thirty (30) days of receiving notice with respect to any employee who is so convicted:
  - i. Taking appropriate personnel action against such an employee, up to and including termination; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
  - iii. Making a good faith effort to continue to maintain a drug-free workplace.

**THIS PAGE IS MANDATORY**

**PROPOSAL & PRICING**

We, \_\_\_\_\_, propose to provide the requested services according to the requirements of this Request for Proposal. We also certify that this written proposal is valid for 120 days from the day of this proposal and the attached information is received and filed by the County of McHenry.

**Base Price to complete analysis & submit deliverables noted on page 12:**

\$ \_\_\_\_\_

**Fees for extras:** \$ \_\_\_\_\_

**Study-related expenses:** \$ \_\_\_\_\_

**Other costs, not listed:** \$ \_\_\_\_\_

List any Exceptions to this RFP:

\_\_\_\_\_

**Authorized Negotiators:**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Title: \_\_\_\_\_

**THIS PAGE IS MANDATORY**

**REFERENCES**

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (Only correct contact names and phone numbers will be acceptable).

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person & **Email Address:**

---

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person & **Email Address:**

---

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person & **Email Address:**

---

**THIS PAGE IS MANDATORY**

**CERTIFICATIONS**

Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Vendor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) \_\_\_\_\_ Yes      \_\_\_\_\_ No

Under penalties of perjury, I certify that \_\_\_\_\_ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Real Estate Agent       |
| <input type="checkbox"/> Sole Proprietorship                                      | <input type="checkbox"/> Government Entity       |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> Corporation  | (IRC 501(a) only)                                |
| <input type="checkbox"/> Not-for-Profit Corporation                               | <input type="checkbox"/> Trust or Estate         |
| <input type="checkbox"/> Medical and Health Care<br>Services Provider Corporation |  |

State full names, titles and addresses of all responsible principles and/or partners below;

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

**If needed please submit any additional sheets.**

**THIS PAGE IS MANDATORY**

**SIGNATURE PAGE**  
**PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposal, Requirements for Statements of Qualifications, Scope of Work, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the County of McHenry or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

State of Incorporation \_\_\_\_\_

\_\_\_\_\_  
Individual - Partnership - Company - Corporation

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
By Printed Name and Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

**End of Document**