

**Local Initiatives Support Corporation  
Request for Qualifications (“RFQ”)  
Rebuild Distressed Communities - Construction Management Services**

**Rebuild Distressed Communities**

The Local Initiatives Support Corporation (“LISC”) is responsible for the administration of the State of Illinois Department of Commerce and Economic Opportunity, Rebuild Distressed Communities (“RDC”) grant program. The RDC grant program (“Program”) will distribute \$18 million in state of Illinois capital bond funding to assist businesses that sustained damage due to civil unrest that occurred on or after May 25, 2020. LISC will make sub-grants to eligible businesses to cover the costs of capital repairs through the extension of Program grants. The RDC Program is expected to extend through the summer of 2021.

The RDC Program’s primary objectives are to:

- Stabilize and support Illinois businesses that have sustained property damage due to civil unrest;
- Retain jobs in economically distressed communities determined to be high priority for investment by DCEO;
- Utilize labor from the local communities; and
- Expand opportunities for Minority, Women and/or Disabled business enterprise owners.

LISC is seeking to qualify firms to provide construction management services to sub-grantees of the RDC Program (each, a “Construction Manager”). Qualifications for Construction Manager will be accepted until April 19, 2021, but this RFQ may be reopened for submittals as deemed necessary by LISC, at its sole discretion. The Construction Manager will be directly engaged by the subgrantee for developing scopes of work for construction required to repair damage caused by civil unrest, soliciting and hiring contractors to perform approved construction work, monitoring construction, performing site inspections, evaluating and preparing change orders, assessing the quality and completion of the construction, and preparing requests for contractor payment/requisitions. The Construction Manager will not hold Program funds nor execute contracts on behalf of LISC.

**For consideration, qualifications must be received by LISC on or before **April 19, 2021, by 5pm**. Proposals must follow the Submission Requirements contained in Section VIII and be emailed to [rdc\\_grant@lisc.org](mailto:rdc_grant@lisc.org). Please insert “Construction Manager RFQ” in the subject line.**

**I. Background:**

Local Initiatives Support Corporation (LISC) is a nonprofit organization that provides a broad range of grants, loans, equity investments, and technical assistance to hundreds of organizations in urban and rural communities throughout the country. LISC has raised and directly invested \$22 billion in funding and leveraged over \$64.8 billion in additional private and public resources to support neighborhood revitalization projects and programs throughout a significant national footprint in offices in 36 cities and a rural initiative spanning over 2,200 counties across 45 states.

## II. Program Summary:

LISC has been selected by the State of Illinois Department of Commerce and Economic Opportunity (“DCEO”) to administer the Rebuild Distressed Communities Program (“RDC Program” or the “Program”). In the RDC Program, LISC will make sub-grants to businesses impacted by civil unrest that occurred on or after May 25, 2020. LISC will accept applications from impacted businesses located in priority zip codes determined by DCEO as shown below, and in non-priority zip codes ([see list](#)) located in distressed communities.

60085	60411	60623	60640	60707	61602	61866
60087	60435	60624	60641	60804	61603	62621
60099	60438	60625	60642	61032	61604	62522
60115	60478	60626	60644	61103	61615	62526
60130	60505	60629	60645	61104	61701	62650
60153	60506	60632	60649	61107	61761	62901
60155	60608	60633	60651	61108	61802	
60188	60612	60634	60652	61109	61820	
60302	60617	60638	60656	61265	61821	
60402	60618	60639	60659	61602	61832	

LISC will seek DCEO’s approval to include additional zip codes based on evidence of property damages due to civil unrest in other Economically Distressed Area Zip Codes.

Sub-grants will be made by LISC to business owners whose projects meet Program eligibility requirements (“Eligible Projects”).

The Program authorizes two types of grants. The Program will reimburse business owners for completed repair work that already occurred or had begun prior to the launch of the Program (“Reimbursement Sub-awards”). The Program will also provide grants to business owners to engage a Construction Manager to finalize a scope of work and hire qualified vendors to perform repairs or construction (“New Projects”). Grant funds will cover all bondable costs associated with an Eligible Project as follows:

- “Design/Engineering” – to include costs associated with the overall engineering including consulting for environmental studies and/or testing; permitting; and review of larger reimbursements.
- “Equipment/Material/Labor” – to include the structural repair or reconstruction of existing building structures, storefronts, entrances, doors, and brickwork; paving; plumbing; mechanical systems; total repair/replacement of roofing and windows; total replacement and installation of security shutters, lighting systems, electrical systems; building additions; excavation; and other related construction appurtenances.
- “Construction Management and Oversight” – to include costs associated with the coordination of new project scopes and oversight of sub-contractors.

### **III. PROJECT APPROVAL PROCESS**

#### **A. New Projects**

After LISC determines that business owners submitting New Project applications are Eligible Entities, LISC's Construction Monitoring Consultant will review the proposed repair estimate for cost reasonableness and will assist LISC staff with determining whether the proposed repair costs are eligible expenses pursuant to Program guidelines ("Eligible Expenses"). DCEO will then confirm that the business owner and repair scope are eligible for the Program; thereby authorizing LISC to make a grant to the Eligible Entity, now a "Sub-grantee" to fund the repair scope. The Sub-grantee will seek proposals from pre-qualified Construction Managers to execute repairs as defined in the sub-grantees agreement with LISC. The Sub-grantee will execute a contract with a LISC pre-qualified Construction Manager to manage the construction process. The Construction Manager will then oversee a competitive bidding process, order necessary pre-construction inspections, finalize the scope of work, and select a qualified contractor(s) or qualified vendor(s), as appropriate and approved by the Sub-Grantee, to perform repairs. In accordance with program guidelines, qualified contractors and vendors must include certified Minority, Women, and/or Disabled Owned businesses. Throughout the construction process, the Construction Manager will work with the Sub-grantee to schedule and conduct site inspections, assess work quality, and evaluate requests for change orders, as well as collection, review and submission of contractor applications for payment and supporting documentation. Review and approval by LISC's Construction Monitoring Consultant will be required for all construction-related disbursements to the Construction Manager for the benefit of the Sub-grantee. LISC will make disbursements of grant funds directly to the Construction Manager upon acceptance of requisitions and appropriate construction-related documentation.

#### **B. Payment for Work**

LISC will make payments, and issue 1009's, directly to the Sub-grantee's Construction Manager for the benefit of the Sub-grantee. Construction Managers may apply for construction funding by submitting one advance invoice(s) and/or construction requisition(s) in the amount of fifty percent (50%) of the approved project budget (Scope of Work) upon execution of a contract with the sub-grantee. An additional invoice(s) and/or construction requisitions for the remaining fifty percent (50%) of the project budget may be submitted upon completion of the work and acceptance by the sub-grantee. Each invoice and requisition for payment must be approved by LISC and the LISC Construction Consultant prior to disbursement. Construction Payment Applications and appropriate construction-related documentation will be submitted on forms as directed by or agreed upon by LISC. LISC will not process final payment requisitions without certification by LISC's Construction Monitoring Consultant of completion of the work in accordance with acceptable construction standards and quality and consistent with the approved scope and project budget. LISC will not process final payment requisitions without certification by LISC's Construction Monitoring Consultant of completion of the work in accordance with acceptable construction standards and quality and consistent with the approved scope and project budget.

#### **IV. Descriptions of Construction Management Services**

##### **A. Scope of Services:**

The scope of services of the Construction Manager will include, but shall not be limited to the following:

- Conduct site visits to assess damages caused by civil unrest to property as described by the Sub-Grantee, and review the submitted estimates, bids, and/or scope of work, along with any architectural drawing or plans submitted by the sub-grantee pursuant to repair of said damages;
- Develop scope(s) of work, and cost estimates for materials, supplies, and labor (subject to the Prevailing Wage Act (820 ILCS 130/0 0i. et seq.) required to repair damages;
- Identify and obtain required drawings, plans, and schematics, including but not limited to architectural drawings, electrical plans, etc., as needed for estimating project costs, engaging contractor(s)/vendor(s), and obtaining necessary permits.
- Ensuring minority and women-owned business are represented in the pool contractors receiving solicitation. For projects of \$250,000 or more in value, the Construction Manager must comply with the State of Illinois Business Enterprise Procurement (BEP) goals for contracting with businesses that have been certified as owned or controlled by persons who are the minority, female, or who have disabilities. For these projects, the Construction Manager will work with LISC for coordination with the Capital Development Board regarding BEP goals. The Construction Manager will implement a bidding process with BEP-certified vendors to meet the BEP program requirements of a minimum of 20% participation where required.
- Facilitate any necessary pre-bid/quote walk-through at work site;
- Accept and evaluate bids for completeness, qualifications of contractor and appropriateness of cost, and select contractor(s) as required by scope of work.
- Submit to LISC Construction Consultant the final scope of work, construction schedule, and any associated permits, drawings, plans, etc., for review, and make any adjustments to the proposed scope of work as required by LISC or the RDC program funder, and re-submit, if necessary, to LISC Construction Consultant for final review and approval. The Construction Consultant will notify the subgrantee and Construction Manager when the scope of work has been finalized and when construction may begin;
- Within 10 days of the Sub-grantee issuing the Notice to Proceed, the Construction Manager will conduct the Pre-construction meeting with selected contractor and Sub-grantee to obtain Sub-grantee Acknowledgement of SOW and issue Contractor Notice to Proceed with agreed upon schedule to selected contractor(s).
- Ensure that all contractors are paying the prevailing wage rate for the county in which the work is being performed (pursuant to the Prevailing Wage Act (820 ILCS 130/0 0i. et seq.)
- Identify, procure, or ensure procurement of any permits required for compliance with life-safety, building, or environmental codes or regulations.
- Conduct site inspections to oversee construction process to ensure generally acceptable construction standards are met, an adequate level of quality is achieved, change orders are processed in a timely manner, and the project remains on schedule.
- Notify Sub-grantee and LISC of anticipated changes in schedule;
- Review and submit to LISC for approval change orders GREATER than 10% of total project cost, and change orders that request a change in the actual work outlined in the approved scope of work;

- Conduct final inspection walk through with Contractor and Sub-grantee, issue completion punch list to address any deficiencies. Once project is fully complete, obtain Sub-grantee Acknowledgement of Completion and request final inspection from LISC Construction Consultant.
- Collect and submit to LISC any remaining Contractor Applications for Payment, Release of Liens, Affidavit of Payment, and other supporting documentation as requested by LISC
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**Requisition for Payment:**

- The Construction Manager may requisition for payment no more than two (2) times per project according to milestones defined in the project plan
- Requisitions for payment must be submitted using forms and formats approved by LISC. Final or completion Applications for Payment from contractors and construction requisitions must include the following supporting documentation: lien waivers, payment verifications, and permit inspection reports, etc. from all contractors, and suppliers for installed fixtures and materials used for the New Projects, as appropriate.
- In addition to the above, the final requisitions for payment will also include a copy of the Certificate of Completion signed by the Construction Monitoring Consultant and Contractor, Sub-grantee’s Acknowledgment of Completion, and any other forms not already collected in relation to the associated project.

**B. Deliverables**

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In order to fulfill the scope of work described above, the Construction Manager will be required to:

- Execute a standard AIA contract agreement with the sub-grantee;
- Develop with Sub-Grantee a punch list in relation to any deficiencies discovered upon inspection within 3 days of final inspection.
- Submit final project report, with photo documentation of completed repairs, to the LISC within 7 days of full completion final inspection.
- Submit requisitions for construction disbursements, including copies of contractor application for payment and associated lien waivers, along with other construction-related documentation as determined by LISC within 10 days of project completion,

**C. Term of the Contract/Pricing**

Fees for Construction Management services procured for New Projects under the RDC program will be established as 10% of total project cost calculated as the cost of labor, supplies and materials procured to execute the scope of work. Fifty percent (50%) of the fee may be retained upon execution of the contract and submission of the advance invoice. The remaining fifty percent (50%) will be paid after LISC’s construction consultant has issued the Certificate of Completion and the sub-grantee has executed the Acknowledgement of Completion.

**V. PROGRAM GUIDELINES**

**A. Execution of Contract for Services**

LISC anticipates the selection of multiple Construction Managers that will be provided to Sub-grantees regionally within the State of Illinois. If selected for the Program, Respondents will be required to execute a LISC prescribed standard contract with each Sub-Grantee.

## **B. Obligations of the Construction Manager**

If selected to perform work for a Sub-grantee under the RDC program Construction Manager accepts responsibility for meeting all requirements described in Section IV Description of Construction Manager Services, and for complying with the following:

1. Execute a LISC prescribed standard Construction Manager agreement with the Sub-Grantee;
2. Maintain adequate staff to undertake the services required. The Construction Management agreement may not be assigned, subcontracted or delegated, in whole or in part, without prior approval from LISC, in its sole discretion;
3. Respond to LISC request for specific information including but not limited to construction project progress, qualifications of vendors utilized, percent of budget expended, status of permits or inspections.
4. Provide to LISC a W9 and ACH payment information upon selection as a qualified Construction Management provider;
5. Submit to verification of Good Standing with the State of Illinois Secretary of State and SAM's; and
6. Adhere to the contracting requirements attached to this RFP as **Appendix A**. Pursuant to the foregoing, Construction Manager may be required to, without limitation:
  - a. Complete additional background questionnaires;
  - b. Comply with laws, rules and regulations governing lobbying activity;
  - c. Comply with equal employment opportunity ("EEO") requirements, including participating in an EEO class;
  - d. Comply with whistleblower protection laws, as applicable; and
  - e. Promptly furnish LISC with any reasonably requested information and reports and otherwise cooperate with LISC, in each case, in furtherance of ensuring compliance with federal, state, and local requirements.

## VI. REQUESTS FOR QUALIFICATIONS

This RFQ has been issued by LISC to pre-qualify firms to provide construction management services for businesses receiving sub-grants under the RDC program.

### A. Submission of Qualifications

On or before the submission deadline date, Respondents must submit their applications in accordance with the instructions and attachments contained in the RFQ. Submission of applications shall be deemed to be permission by Respondents for LISC to make inquiries concerning the Respondents as deemed necessary.

### B. Review and Selection

Respondents must initially meet the threshold requirements outlined in Section VII of this RFP to be considered for participation in the Program. LISC will evaluate and determine whether Respondents satisfy the Threshold Requirements set forth in Section VII. A below, and are determined to be qualified Construction Managers. Failure to meet these Threshold Requirements or to provide the complete information required in the RFP may disqualify the Respondent from consideration for the Program.

Once a Respondent is determined to be qualified, LISC will include the name and contact information of the Respondent to any Sub-Grantee who is granted funding for a new construction project under the RDC program. The Sub-grantee may, in its sole discretion, elect whether to execute a contract with such Respondent, pursuant to the criteria outlined in Sections VI and VII of this RFP.

## VII. SELECTION CRITERIA

The application must include all required information and will be deemed complete by LISC. Upon review, LISC, at its discretion, may notify Respondents that additional information or clarification is necessary. Failure to meet any of the requirements listed below may result in the rejection of the application.

To be eligible, Respondents must meet the following qualifications:

- Demonstrate that Respondent is a lawfully organized business, not-for-profit organization or joint venture in good standing and licensed to operate in the State of Illinois;
- Demonstrate at least five (5) years prior experience relevant to and consistent with the scope and description of services provided in Section IV of this RFP;
- Demonstrate that the Respondent (whether a business, organization, or joint venture) is financially viable; and
- Provide evidence of the existence of or ability to obtain insurance as described in Appendix B.

Respondents will be disqualified for adverse findings, which may include, without limitation, the following:

- Arson, fraud, bribery, or grand larceny conviction or pending case;
- Previous record of default on work done under government contract;



- Formal debarment or suspension from entering into contracts with any governmental agency or other notification or ineligibility for or prohibition against bidding or proposing on government contracts;
- Denial of a contract based on any obligation to, or unsatisfied judgment or lien held by, a governmental agency; and
- Subject of any voluntary or involuntary bankruptcy proceeding.

## VIII. SUBMISSION REQUIREMENTS

### A. Cover Letter (30%)

The Respondent's cover letter will constitute a maximum of 30% of its overall score and will be evaluated on completeness of response.

Respondents should include a cover letter on company letterhead that:

- References the RFQ;
- Provides contact information for senior staff identified as the firm's primary point-of-contact;
- Provide a simple organizational chart identifying key members of the firm;
- Provide an explanation or description of prior experience relevant to this program and how the firm will be able to achieve results for the Program.
- Attaches existing insurance certificates, and if necessary, an explanation that the Respondent is able to obtain insurance that complies with Appendix B (Please note that prior to contracting, selected Respondent must provide evidence of insurance for review);
- Attaches two (2) years of financial statements to establish financial viability of the business; and
- Attaches the completed Respondent Questionnaire attached to the RFP as Attachment 1.

### B. Respondent Questionnaire (70%)

The Respondent must complete the Respondent Questionnaire to provide specific detail about the firm's capacity and proposed staffing for the engagement. The Respondent's completed Questionnaire will constitute a maximum of 70% of its total score and will be evaluated on the completeness of the responses.

## APPENDIX A

The Construction Manager selected to perform the services for LISC in connection with the Rebuild Distressed Communities Program must comply with the following requirements and any other legal requirements mandated by the State of Illinois:

**Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Consultant agrees upon reasonable notice, to appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

**Compliance with Nondiscrimination Laws.** Consultant its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**Procurement Lobbying.** Consultant warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

## APPENDIX B

### INSURANCE REQUIREMENTS

- 1) **Commercial General Liability insurance (CG0001 Ed.10/01)** in amounts of at least \$1,000,000 Per Occurrence With \$2,000,000 General Aggregate providing Premises Ops, Products-Completed Ops, Independent Contractors, personal & advertising injury.
- 2) General Aggregate must apply “Per Project”. Business Owner, State of Illinois, and Local Initiatives Support Corporation and its employees, directors, officers, and agents must be included as Additional Insured for Liability and Completed Operations. Completed Operations (GC2010 Ed.11/85 & CG2037 7/2004) should be in force for 6 years or for the period of repose, whichever is greater.
- 3) Must provide full blanket contractual liability including indemnification, holding harmless and in defense of the business owner, State of Illinois, Local Initiatives Support Corporation and its employees, directors, officers, agents and all other parties that are to be included as Additional Insured (“Additional Insured Parties”)
  - a) **Workers Compensation** insurance in the amount(s) required by Law, together with employee's liability insurance to the limit of at least \$1,000,000 per occurrence.
  - b) **Auto Liability** insurance with coverage for all owned, non-owned and/or hired vehicles of sub-contractor with combined limits of not less than \$1,000,000 per each accident for bodily injury or property damage. Owner, and all other parties required to be included, must be included as an additional insured.
- 4) **Umbrella / Excess Liability** coverage in the amount of not less than \$5,000,000 Per Occurrence / Aggregate Per Project. The excess liability coverage must be as broad as the underlying coverage and provide coverage for the additional insureds without limitation and provide for primary / non-contributory coverage for the additional insured (\$25,000,000 if cranes are used in any part of the job).
- 5) **Commercial Crime** insurance covering the dishonest or fraudulent act of the contractor. and its employees or subcontractors of not less than \$500,000 per occurrence, including but not limited to, 3<sup>rd</sup> party Client coverage, employee dishonesty, coverage for computer fraud, funds transfer fraud.
- 6) **Professional Liability** covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than three million dollars (\$3,000,000) per claim and four million dollars (\$4,000,000) in the aggregate.
- 7) **General Liability, Auto, Crime and Workers Compensation** policies must provide coverage to the Additional Insureds on a Primary and Non-Contributory with “Pay on Behalf of” wording.
- 8) Policies must include Waiver of Subrogation in favor of the owner, its directors, agents, subsidiaries, and all other involved parties as an Additional Insured

- 9) Hold Harmless and Indemnification Agreement in favor of the Additional Insured Parties should be obtained from all contractors performing work.
- 10) Notice of Cancellation – The required insurance policies shall contain a provision that coverage afforded under the policies will not be cancelled, materially changes or allowed to expire until at least 30 days written notice has been given to the additional insured herein.

The contractor shall not sublet any of its work without written approval from LISC. If approved the contractor will assume full responsibility for requiring the sub to comply with the insurance requirements in this document and shall submit satisfactory evidence of such. Each insurance policy of the sub, except the WC, shall include LISC and its parties and the contractor as additional insureds by any contract as an additional insured.

Prior to commencing any work, the construction manager (shall submit to LISC, a certificate of insurance, including NYS Acord 855 addendum or an addendum substantially similar to NYS Acord 855 and a copy of the additional insured endorsement. The certificate must include the job location. Copies of policies may be required by LISC and shall be made available prior to the conception of work.

All Carriers must:

- a) Have a Best financial strength of A, X or greater
- b) GL Policies must not contain:
  - i) Labor Law exclusionary Language, fall from a height, injury to workers limitations or exclusions, etc.
  - ii) No exclusions for unmanned aircraft if drones are being used
  - iii) No absolute cannabis exclusion
  - iv) Coverage limitation for number of stories, **regardless** of area of work
  - v) Any “rating classification” limitation
  - vi) Exclusions for Subsidence, XCU. leased worker, continuous damage, respiratory ailment, Construction means or methods, cross liability, No limiting endorsements or exclusions regarding tower cranes, where applicable.
  - vii) Avoid Hammer clauses limiting liability, excluding coverage or increasing deductible for non-compliant subs.
- i) If demo is being provided, no demo exclusion, subsidence exclusion or other related exclusions. Any height restrictions or exclusions.