



Village of Carol Stream

Community Development Department

Request for Proposals

Rental Property Licensing Program

Overview of the Project

The Village of Carol Stream Community Development Department is seeking proposals from qualified residential building and property maintenance code consultants to perform ongoing professional services for a Rental Property Licensing Program. The purpose of the program is to ensure that residential rental properties in Carol Stream meet the community's minimum housing standards. The program will benefit Carol Stream by clearly establishing and enforcing the community's minimum housing standards, providing consistent enforcement of codes, and protecting property values.

General Community and Project Information

The Village of Carol Stream is located in the western suburbs of the Chicago metropolitan area. The population of Carol Stream as of the 2000 Census was 40,438. There were 15,157 dwelling units, and of these, an estimated 4,450 were rental units. While many of Carol Stream's rental units are attached and detached single-family residences, certainly the majority of the rental units are located in the Village's ten apartment complexes.

According to research conducted by Village staff, the most prevalent problems in Carol Stream's rental properties derive from poor property maintenance, and such problems are found mostly in multifamily and townhome rental properties. Property maintenance problems are not as significant in detached single-family homes and duplexes. Poor property maintenance manifests itself in Carol Stream's multifamily and townhome rental properties in the following ways:

- General disrepair of buildings, units and common areas.
- Unsanitary conditions.
- Insect and rodent infestation.
- Flooded apartments caused by unmaintained drainage systems and lack of corrective drainage solutions.
- Security concerns due to lack of maintenance of lighting, doors and windows, and locks.

The Carol Stream Rental Property Licensing Program will establish community housing standards, and will require that all owners of rental properties in Carol Stream must maintain their properties in accordance with those standards. Rental property owners will be required to obtain a license for each property, and the Village, with assistance from the consultant, will create a rental property database. The selected consultant will conduct annual inspections of the rental properties, will work with owners and tenants to address code violations, and will work with the Village to prosecute those who fail to comply.

Specific features of the Carol Stream Rental Property Licensing Program will be as follows:

1. The application for license renewal must be received by the Village as of December 31st each year.
2. Program fees will be based on recovery of the program's full cost, including consultant fees, training, legal fees, technological resources, supplies, and Village staff time.
3. There will be a public informational meeting to present the program to rental property owners. Informational materials will be developed to explain the program to tenants as well as owners. It is important that property owners, managers and tenants understand their rights, obligations and resources.
4. Training will be provided for inspectors and program administrators to address proper procedures and legal issues. The Village will contract with an expert consultant for this training.
5. The database of rental properties will be developed by the inspections consultant with the assistance of Village staff. The Village will provide addresses of rental properties. It is anticipated that it will be feasible to modify an existing Village database to develop the Rental Property Licensing Program database.
6. Inspections will be scheduled and performed by the consultant. Inspection reports will be based on a checklist developed by Village staff with the assistance of the inspections consultant.
7. Rental Property Licensing Program will pertain to rental dwelling units only. Common areas will continue to be inspected by the Carol Stream Fire Protection District. Violations in the common areas will be coordinated with the Community Development Department.
8. In the event of failure by a rental property owner to eliminate code violations, a final reinspection will be done by the consultant accompanied by a Village inspector. Issuance of citations and other legal remedies will be done by Community Development, in coordination with the Prosecuting Attorney and Village Attorney.
9. Community Development staff will coordinate cases with Police and Social Services on an as-needed basis.
10. Inspections of rental properties will be done on an annual basis and in response to complaints, but only 20% of the units in an apartment building will be required to be inspected each year.
11. An incentive for well-maintained properties will be offered to rental property owners, in that the annual license renewal and inspection will be deferred by one year for properties that pass the annual inspection with no violations.
12. If a rental property that is found to have violations is offered for sale, the Village will withhold issuance of a property transfer stamp until the violations are abated.
13. The main purpose of the program is to strive to ensure acceptable housing standards in the Village's rental properties by addressing property maintenance violations. Other types of code violations, such as overoccupancy, will be prosecuted only in cases where a clear violation is found to exist.

Scope of Services

The project area will consist of the approximate 4,450 rental dwelling units in the Village of Carol Stream, the majority of which are located in the Village's apartment complexes, including Colony Park, Autumn Ridge, Westhaven, Lakehaven, Parkway Commons, St. Charles Square, The Greenway,

Wellington Place, Covered Bridges, Renaissance, The Preserve, Villagebrook, and apartment buildings on Executive Drive. Inspections will be conducted on an annual basis, or in response to complaints, and the scheduling of the annual inspection will be done at time of license renewal. Inspectors will work off of a checklist developed specifically for the program. As noted above, the program will require only 20% of the units in an apartment building to be inspected each year. Rental units in attached and detached single-family homes will all be inspected annually.

Project Tasks to be Performed by the Consultant

The consultant's specific work tasks will include the following:

1. Assist in the development and ongoing maintenance of a program database.
2. Provide qualified inspectors and conduct up to 2,000 inspections and reinspections per year, the majority of which will be within apartment buildings.
3. Attend specialized training provided by the Village's training consultant.
4. Produce standard reports as required by the Village, and special reports upon request.
5. Assist in the development of inspection checklists.
6. Attend meetings as necessary. This may include attendance at occasional evening meetings to make presentations to the Village Board.
7. Provide support as necessary during prosecution of violations.
8. Carry out program support tasks as directed on an as-needed basis.

Responsibilities of Village Staff and Other Village Resources

The Village staff will do the following:

1. Develop and pass the enabling ordinance for the program.
2. Conduct an informational meeting for rental property owners.
3. Develop informational materials.
4. Provide a partially complete database for completion by the consultant in accordance with program goals and objectives.
5. Provide property and owner information with which to populate the database.
6. Identify report requirements.
7. Develop inspection checklists in accordance with program goals and policies.
8. Prosecute violations.

General Information

All proposals, inquiries and correspondence relating to or in reference to this RFP, as well as all associated documentation, shall become the property of the Village of Carol Stream upon receipt. Any restrictions on the use of data contained within the proposal must be clearly stated within the proposal itself.

The Village of Carol Stream reserves the right to reject in whole or in part any and all proposals, to waive all formalities, and to accept the proposal determined to be in the best interests of the Village. This solicitation may be cancelled at any time if determined to be in the best interests of the Village.

The selected consultant will be required to execute the Village's standard agreement, as attached, and comply with the terms and conditions of that agreement, including insurance requirements.

Questions regarding this Request For Proposals or the project itself should be directed to Bob Glees, Community Development Director, at (630)871-6231, or by e-mail at bglees@carolstream.org.

Submittal Requirements

Proposals must include the following:

1. A cover letter providing a summary of the information contained in the proposal.
2. A description of your firm, including general information and a description of your firm's capabilities and experience with similar projects.
3. A description of your firm's approach to the project, identifying concepts, techniques or tools that will be used to accomplish the tasks set forth in this RFP, as well as any beneficial services or capabilities beyond those required.
4. A detailed work program including staffing allocations and responsibilities. Key members of the project team should be identified.
5. An itemized summary of the costs and fees to be charged for each Project Task. It is expected that the fee proposal will determine the costs on an hourly basis or a per-each basis for specific types of work and direct costs, and these determinations will be made based on the consultant's best judgment so as to achieve the most cost-effective fee structure for the program. Any assumptions made in determining these costs should be identified.
6. A list of any data, supplies or use of Village resources that your firm will expect to be provided by the Village of Carol Stream.
7. A description of your firm's experience on similar projects, including ⁽ⁱ⁾samples of inspection reports, ⁽ⁱⁱ⁾resumes of key staff that would be assigned to the project, and ⁽ⁱⁱⁱ⁾references.
8. A description of your firm's ability to work with an Access database.
9. A statement that your firm agrees to comply with all of the attached terms and conditions of the contract.
10. A statement that your firm has no conflict of interest with any past, present or known future policies, plans or programs of the Village of Carol Stream, with any elected or appointed officials of the Village, nor with any owners or managers of rental properties in Carol Stream..
11. Contact information for your firm, including the name(s) of the contact person(s), e-mail address(es), telephone number(s) and fax number(s).

Four complete copies of the proposal must be submitted within a single sealed envelope or container. The lower left corner of the envelope should have the following notation: "Proposal for Consultant Services."

Proposals should be addressed to:

Robert J. Glees, PE, AICP
Community Development Director
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188

Proposal Due Date

Proposals must be received by no later than 5:00 pm, August 21, 2009.

Project Schedule

Approval of consultant contract –	September 2009
Notification of license requirements –	September 2009
Informational meeting –	October 2009
Process development and training –	September through December 2009
Rental Property License deadline –	December 31, 2009
Inspections commence –	January 2010

Selection Process

The selection team will consist of the Community Development Director, Assistant Community Development Director, and Village Manager. Depending on the response to the RFP, the selection team may elect to short-list two or more firms that demonstrate suitable qualifications and experience.

Interview

Firms submitting proposals for this project may be scheduled for interviews during the week of August 17 – 21, 2009. The interview will enable your firm to present your proposal, your firms qualifications, and your approach to the project. The interview will last approximately one hour. Your presentation should be limited to no more than 30 minutes to allow the remaining time to be used for questions and discussion.

Evaluation Criteria

The selection committee will consider the following criteria in its evaluation of consultants:

1. Quality and content of the written response to the RFP.
2. Past record of performance of the firm on similar projects.
3. Interview presentation.
4. The firm's proposed approach and methodology.
5. Experience and familiarity of the firm with issues pertinent to rental property licensing and inspection programs.
6. The firm's ability to carry out all aspects of the program.
7. Proposed fee structure.

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT entered into by and between _____
herein referred to as the "*First Party*"; and the **VILLAGE OF CAROL STREAM**, 500 North Gary
Avenue, DuPage County, Illinois, hereinafter referred to as the "*Second Party*".

WHEREAS, "*First Party*" will be performing various work under contracts with the said "*Second Party*" entered into and to be entered into from time to time, which work will be performed on and/or off the premises of the "*Second Party*" and said "*First Party*" may have subcontractors or one or more employees engaged in the performance of said work:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the "*First Party*" hereby agrees:

1. To comply with all laws, regulations and rules promulgated by any Federal, State, County, Village and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work to which reference is made above. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commissions regulations, Workmen's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations.
2. To protect, indemnify, hold and save harmless and defend the "*Second Party*" against any and all claims, costs causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the first and second parties, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the "*First Party*" hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the "*Second Party*" whether latent or patent, or from other causes whatsoever, except that the "*First Party*" shall have no liability or damages or the costs incident thereto caused by the sole negligence of the "*Second Party*".
3. To keep in force, to the satisfaction of the "*Second Party*", at all times during the performance of the work referred to above, Commercial General Liability Insurance and Automobile Liability Insurance with Bodily Injury limits of not less than \$1,000,000 and Property Damage Insurance with limits of not less than \$1,000,000. The "*First Party*" agrees that at any time upon the demand of the "*Second Party*" proof of such insurance coverage as will be submitted to the "*Second Party*". There shall be no additional charge for said insurance to the "*Second Party*".
4. To furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.
5. To indemnify "*Second Party*" for any loss it may sustain by theft or other cause from the acts or negligence of the employees of the "*First Party*" or of the subcontractors.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the "*First Party*" shall have full control of the ways and means of performing the work referred to above and that the "*First Party*" or his/its employees, representative or subcontractors are in no sense employees of the "*Second Party*", it being specifically agreed that in respect to the "*Second Party*", the "*First Party*" bears the relationship of an independent contractor.

This agreement shall be in effect from the ___ day of _____ 20__ until the ___ day of _____, 20__ inclusive.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this ___ day of 20__.

FIRST PARTY:

CONTRACTOR _____

SIGNED _____

BY: _____

TITLE: _____

SECOND PARTY:

VILLAGE OF CAROL STREAM

SIGNED: _____

BY: _____

TITLE: _____

INSURANCE

The Contractor shall provide and maintain in force, at no cost to the Village for the life of this contract, or any subsequent extension thereof, insurance coverage as follows:

TYPE	MINIMUM COVERAGE
A. Workmen's Compensation	Statutory State of Illinois
B. Comprehensive general and automobile liability and property damage. The Contractor shall defend, indemnify and save harmless the Owner, and all of their officers, agents, employees from all suits, actions or claims of any character brought for or on account of any injuries to or death or damages received by any person, persons or property resulting from the operations of the Contractor or any of its subcontracts, in prosecuting the work under this contract.	\$1,000,000 Combined Single Limit \$2,000,000 Aggregate Limit

NOTE: It is also required that the Contractor's insurer be subject to approval by the Village.

The Contractor will defend, indemnify and hold harmless the village of Carol Stream against any and all loss, damage, and expense for any injury to persons or damage to property arising out of, or in connection with, and for any loss or penalty resulting from the violation of any law or ordinance, by the Contractor, employees and/or subcontractors engaged by the Contractor. The Contractor shall defend, indemnify and save harmless and defend the Village of Carol Stream together with the officers, agents and employees of the Village, and each of them, from and against any and all claims, costs, expense and liability of every nature or kind, arising out of, or in any way connected with the operations of Contractor, its officers, agents, employees or any subcontractor under this agreement, specifically excepting those claims arising out of or contributed to by the negligence of the Village, its employees or agents.

Contractor agrees to provide certificates of insurance evidencing compliance with the insurance provisions of this contract.

Contractor agrees that in all insurance coverage's obtained in compliance with the indemnity provisions of this contract the Village shall be named as additional named insured's on the comprehensive general liability and automobile liability policies in an ISO approved policy form and that such certificate of insurance shall contain **no** provision limiting carrier's liability for failure to give insured parties at least 30 days written notice of cancellation of such policy.