



**Request for Proposal
24-102**

**Aurora Financial Empowerment Center
Non-Profit Provider**

PROPOSALS DUE

**Wednesday, October 23, 2024
at 4:00 p.m.**

**City of Aurora
Purchasing Division
44 E Downer Place
Aurora, Illinois**



**CITY OF AURORA
Request for Proposal
24-102**

Aurora Financial Empowerment Center Non-Profit Provider

Introduction/Scope of Services

The City of Aurora is seeking proposals from community organizations (Non-Profit Providers) to operate the Aurora Financial Empowerment Center (AFEC). The Aurora Financial Empowerment Center provides free, professional services, one-on-one financial counseling, and coaching to residents of Aurora and the surrounding area. With support from the Cities for Financial Empowerment (CFE) Fund and other community organizations, the City launched the Aurora Financial Empowerment Center in 2020 as free public service to help our community progress by improving financial stability for families and individuals. The City is continuing to improve and enhance the services provided through the AFEC and seeks a nonprofit provider to implement the comprehensive activities detailed in the updated scope of work (Exhibit B).

As a full-service Aurora Financial Empowerment Center, the City of Aurora will partner with a qualified community organization to operate the AFEC, including the responsibilities related to the delivery of financial empowerment programming for youth and adults, one-on-one financial counseling, supervision of financial counselors, collaboration on children's savings accounts, community outreach, and other program deliverables as determined by the City.

The City of Aurora will consider proposals from organizations with proven experience in the delivery of social services to residents in Aurora. The non-profit provider will be expected to develop referral systems with a range of other programs and organizations to drive traffic to the AFEC, as well as be responsive to strategic partnerships initiated by the City to ensure that goals are being met.

City Profile

Incorporated in 1875, the City of Aurora was the first in the United States to use electric lights for publicly lighting the entire City, achieving the nickname, "City of Lights."

With a population of 180,542 according to the 2020 U.S. Census, the City is the second largest city in the State of Illinois.

The City is accessible through five interchanges on the East/West Tollway Corridor. Corporate offices and commercial growth on the City's east and west sides continue to expand the City's boundaries, now stretching from Route 59 on the east to portions beyond Orchard Road on the west. The Far East Side of the City includes the regional Westfield Shopping Mall at Fox Valley (formerly known as Fox Valley Mall) and residential areas and is projected to house 60,000 people within the next twenty years. The City extends into four counties, Kane, DuPage, Kendall, and Will. There are

six school districts and seven townships covered within the city limits. There are four historic districts and a large number of individual landmark designations for many of the City's buildings.

The City of Aurora is rich in history and pride. The future for the "City of Lights" looks bright as the community continues to grow and prosper.

Submission Requirements:

Proposal Format

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Firms should format their proposals so that their responses correspond to the specific sections to the extent possible without unnecessary repetition. Emphasis should be given to 1) conformance to the RFP instructions; 2) responsiveness to the RFP requirements; and 3) completeness and clarity of content.

All proposals should be submitted as one original and one (1) copy on a flash drive so that additional copies can be made as necessary **and one copy of the proposed pricing in a separate sealed envelope**. Any maps, graphics, tables, drawings, or illustrations should be made available as separate documents for the purposes of utilizing them in subsequent annual action plans to convey the purpose and content of the Consolidated Plan goal. A copyright release will be requested in order for staff to make copies of any copyrighted materials submitted.

The following information shall be provided in each proposal in the order listed below. A firm is expected to provide a response for each requirement listed. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the City.

Proposal and Submission Requirements

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals shall not exceed thirty (30) pages in length (*including* letter of transmittal, resumes, title page(s) and index/table of contents). Information in excess of those allowed will not be evaluated or scored. One page shall be interpreted as one side of a single-lined, typed, 8 ½" x 11" piece of paper.

1. Title Page

Reference the RFP, the name of your firm, address, telephone number(s), name of contact person with their email address and phone number and date.

2. Table of Contents

Clearly identify the materials by section and page number.

3. Letter of Transmittal

Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified. In addition, give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, email addresses, and telephone numbers.

4. Organizational Capability

- Provide a description of the organization, including its mission
- Provide a narrative of the overall organizational capacity including any recent growth or contractions, and changes in strategic directions in recent years.
- Explain how the agency has the organizational capability (financial and operational) to perform the administrative and programmatic responsibilities related to the delivery of the proposed services; the increased level of supervision and management activity required to ensure that benchmarks and core service outcomes set forth in this RFP are achieved.
- Describe the role that senior managers will play in the operation and oversight of the project.
- Explain how this contract would extend the capacity of your existing efforts in the arena of financial empowerment.
- Highlight any experience with data tracking and reporting to government agencies and/or private funders.
- Describe the applicant's approach to human resources management, including hiring, supervision and professional development. Provide the turnover rate, explain how it is calculated, and describe the approach to reducing turnover. Detail any experience managing financial or other counselors. Submit a copy of applicant's most recent IRS letter indicating the applicant's tax-exempt status. If the applicant does not have 501c3 status, submit the IRS letter for the tax-exempt fiscal sponsor.
- Submit applicant's most recent annual report, if available.

5. Financial capacity

- List all local, state and federal government contracts held by the applicant at any time during the past three years, including the applicant's project name, contract name and number, contract purpose, total contract amount (cumulative over five years), government contracting agency, and agency contact person.
- Provide financial statements, audited if available, showing statement of activities (revenue and expense) and financial position (balance sheet) for the most recent complete fiscal year and the two years prior.
- Provide the most recent IRS Form 990.
- If the AFEC will be part of the applicant's larger anti-poverty strategy, describe that strategy's other components, how the AFEC will relate to them operationally, and how they are funded. If the applicant intends to raise additional funds to expand the AFEC beyond the level of city funding, list the other potential funders and explain how the expansion will operate. In particular, if any other funder requires different deliverables or tracks different outcomes, explain how the applicant will manage blended operations and reporting.
- If financial counseling is an entirely new undertaking for the applicant, describe start-up costs and how they are included in the budget. If the AFEC is an expansion or alteration of related work already underway by the applicant, explain how resources will be shared by or reassigned to the AFEC.
- If the applicant intends to subcontract any of the AFEC operations, describe subcontracting plans in detail.

In addition:

- Attach a chart showing where, or an explanation of how, the proposed services will fit into the applicant's organization.

6. Relevant experience

- Experience with the delivery of financial counseling or coaching to adults with demonstrable outcomes (if the organization does not have experience in financial counseling or coaching, then it must provide a staff training plan and timeline to ensure adequate capacity).
- Experience working in one or more low-income communities in the City of Aurora, with a preference for those with a high concentration of working poor adults; established community relationships and partnerships highly desirable.
- Capacity and flexibility to meet a continuum of financial needs of low-income, multilingual residents in a variety of stages of financial need and crisis.
- Experience conducting effective client outreach. Preference will be given to applicants with specific experience using multiple outreach tools to build a high-volume client base and leveraging partnerships with community leaders and activities to drive traffic
- Listing of at least two relevant references, including the name of the reference entity, a brief statement describing the relationship between the applicant, and the reference entity, and the name, title and telephone number of a contact person at the reference entity, for the applicant and each proposed sub-contractor if any.
- Program staffing chart identifying for each position that will be working with or at the AFEC, the job responsibilities, level of skills and expertise. For each key staff position please provide a brief bio (and attach a resume) and/or description of the qualifications that will be required for the positions to be hired. All key management positions, including Executive Director, Managing Director, Director of Operations, Director of Programs, Manager, or similar positions, should be identified with specific people assigned to key tasks.

7. Proposed approach

- Manager: Name of the AFEC Manager, including a resume and brief bio.
- Delivery of Service: Provide a detailed plan on how the organization will meet the City of Aurora's AFEC Model (Exhibit A) and the Scope of Work (Exhibit B). Be as detailed as possible with regard to operational issues and specifically address the following:
 - ✓ Explain the organization's approach to counseling with a particular emphasis on describing the client experience. This may include a detailed description of a typical counseling session, relevant materials used during sessions, and any additional information that will fully explain the applicant's plans for achieving client outcomes.
 - ✓ Describe the organization's staffing plan for one (1) manager, up to two (2) hourly contracted financial counselors, one (1) part time intake coordinator, and one (1) stipend-paid community outreach coordinator.
 - ✓ Affirm that the organization will collect, manage and track data using the AFEC data system.
 - ✓ Describe the organization's plan to include public benefits application assistance as a part of financial counseling.
 - ✓ Describe the organization's plan to implement additional financial empowerment programming, including, but not limited to, youth financial empowerment, workshops, and collaboration on incentive programming for Aurora's Children's Savings Account program.
 - ✓ Describe the organization's plan to incorporate related administrative tasks into the hourly contracted billing for the financial counselor(s); tasks to include preparation of newsletter and

- other client and partner communications, management and use of client database, and other tasks as needed.
- ✓ Describe the organization's plan to staff one (1) part-time intake coordinator/administrative assistant to facilitate client intake, manage counselor schedules, track referral sources, and other tasks as needed.
 - External Referrals: Detail plans for referrals from the AFEC to other supportive services (employment, housing, access to additional public benefits, legal, etc.)
 - Subcontractors: If subcontractors are proposed, describe in detail on how each one will be trained, how the quality of the service will be assessed and ways in which oversight will be conducted.
 - Outreach: Detail existing organizational communications opportunities to promote the AFEC and any other outreach opportunities.
8. *Proposed pricing – in a separate sealed envelope*
- Provide a proposal price and include a fee structure outlining a base price with fees for extra related expenses. Provide a detailed proposed budget. If applicable, applicants should include a list of any additional anticipated sources of income toward the project, actual and prospective with amounts.
 - ✓ Direct Personnel Expenses, including anticipated hourly billing for hourly contracted financial counselors
 - ✓ Personnel Fringe Expenses (for FT staff only)
 - ✓ Other Than Personnel Services (OTPS)
 - ✓ Expenses (credit report/scores, training, certifications, software, etc.)
 - ✓ Administrative Expenses (supplies, equipment, etc.)
 - ✓ Indirect costs
 - ✓ Current expense budget anticipated for the project, or currently used on similar projects.
 - ✓ List each staff line separately and include percent of time anticipated for this project or currently spent on a similar project.
 - ✓ Organization budget for the current fiscal year.

Rules Governing Competition

Any requests for interpretation and clarifications should be submitted in writing to the Director of Purchasing, by e-mail at PurchasingDL@aurora.il.us by **8:00 am CST, Tuesday, October 15, 2024**. As appropriate, interpretations will be summarized in the form of an addendum to the RFP, which will be posted to the City's website at <https://www.aurora-il.org/bids.aspx> by **5:00 pm, CST, Thursday, October 17, 2024**. Questions received after the Tuesday, October 15, 2024 8:00 am date/time will not receive a response.

It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this request for proposal.

The City of Aurora reserves the right to reject any and all proposals and has the right in its sole discretion to accept the proposal it considers the most favorable to the interests of the City of Aurora. In the event that all proposals have been rejected, the City further reserves the right to seek out new proposals when such procedure is deemed reasonable and in the best interest of the City of Aurora.

The City of Aurora shall not be liable for any expenses incurred by the applicant including, but not limited to, expenses associated with the preparation of the proposal; any meeting required during the selection process; presentations or interviews; preparation of the cost statement; or final contract negotiations.

All responses to the Request for Proposals will become the property of the City of Aurora.

Addenda

Questions will be answered in the form of an addendum and emailed to all vendors on record associated with this RFP. Changes and clarifications posted in the form of addenda to the RFP may occur prior to the RFP opening date and time.

Proposers have sole responsibility to seek, obtain and properly consider Addendums. Proposers that fail to properly acknowledge receipt of addenda on the outside of their proposal package may be rejected by the City of Aurora, or the City of Aurora may choose to accept the proposal with the sole responsibility upon the Proposer for adhering to the addendums regardless of acknowledgement above.

Examination of Proposals

Proposers should carefully examine the entire RFP document and any addenda, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

Proposal Submission

One original copy and one copy on a flash drive of the proposal including the sealed price proposal must be received by the City of Aurora, Attn: City Clerk's Office, 44 E. Downer Place, Aurora, IL 60505 prior to 4:00 P.M. on October 23, 2024. All copies of the proposals must be under sealed cover and plainly marked. Proposals shall be delivered or mailed to:

City of Aurora
Attn: City Clerk's Office
44 East Downer Place
Aurora, IL 60505

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Overnight courier is acceptable provided timely receipt. The firm assumes responsibility for late delivery of the mail. It is the sole responsibility of the firm to see that his proposal is received in the proper time.

Any submission received by the City Clerk's Office after **4:00 pm on Wednesday, October 23, 2024** shall be rejected.

Proposal Acceptance Period and Timeline

Staff review of proposals is expected to be completed no later than Monday, November 18, 2024. The awarding of the contract is expected by Tuesday, December 9, 2024 pending City Council

approval. The project is expected to commence January 1, 2025. The following timeline is anticipated:

RFP Released:	October 7, 2024
Questions Due:	October 15, 2024, 8:00 am CST
Responses/Addendum:	October 17, 2024, 5:00 pm CST
RFP Due Date:	October 23, 2024, 4:00 pm CST
Conclusion of staff review:	November 18, 2024
Contract Sent to Consultant for Execution:	November 20, 2024
Anticipated City Council Award	December 9, 2024

Confidentiality

The content of all proposals will be kept confidential until the selection of the Contractor is publicly announced. At that time, the selected proposal is open for review. After the award of the contract, all proposals will then become public information.

Illinois Freedom of Information Act

The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession) and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

Timeline and Budget

The contract is anticipated to have a start date of January 1, 2025, assuming all parties come to agreement and the contract is fully executed.

Travel reimbursement, including meal reimbursement and transportation costs shall not exceed GSA per diem guidelines at www.gsa.gov. Budgets shall include an itemized cost for the elements described herein. Additional items beyond those outlined in the RFP must be listed in the estimated budget separately.

Signature Requirements

All proposals must be signed. A proposal may be signed by an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; the owner of a privately-owned vendor; or other agent properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

News Releases

News releases pertaining to the award resulting from the RFP shall not be made without prior written approval of the City of Aurora.

Disposition of Proposals

All materials submitted in response to this RFP will become the property of the City of Aurora. One copy shall be retained for the official files of the City of Aurora and will become public record after award of the contract.

Modification/Withdrawal of Proposals

A respondent may withdraw a proposal at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The respondent may thereafter submit a new proposal prior to the final submission date; or submit written modification or addition to a proposal prior to the final submission date. Modifications offered in any other manner, oral or written, will not be considered. A final proposal cannot be changed or withdrawn after the time designated for receipt, except for modifications requested by the City of Aurora after the date of receipt and following any requested presentations.

Late Submissions

Proposals not received by the date and time specified in this request for proposals will not be considered, and will be returned unopened. Fax and emails proposals will not be considered.

Criteria

The criteria to consider during evaluations, and the associated point values, are as follows:

Previous Experience

Response must describe previous projects that the project team has worked on that are related in size and scope of this project. Describe the dollar amount of the contract and a brief narrative of the successes encountered during the contract period. Address how the experience will help your team to perform under this contract and provide references for each project. The City of Aurora reserves the right to investigate referenced projects, contact references and research other projects the respondent has worked on.

Proposer must, with sufficient notice, be available to attend City Council meetings and staff meetings and other meetings or presentations related to the fulfillment of this RFP.

Proposer shall specify the name(s) and experience of each person who would perform the items identified in the scope of services, herein. Attached resumes for primary personnel are required.

Proposer shall provide evidence/documentation of all required Certifications for each individual performing technical services.

Project Approach

Response must outline the methods for accomplishing the proposed contract and address adequacy of proposed Scope of Services. Describe what, when, where, how and in what sequence the work will be done. Identify the amount and type of work to be performed by any subcontractors. Identify

any distinct and substantive qualifications for undertaking the proposed contract such as unique approaches or concepts relevant to the required services which the firms may use.

Proposed Personnel, Financial Capabilities

Response must name the individuals to perform the required services, plus any other professional/technical functions you deem essential to perform the services. Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive experience directly related to the proposed contract.

Proposal Price

Committee members will evaluate the price to determine the best overall proposal.

Quality of Proposal

Proposers do not respond directly to this criterion. Committee members will rate this criterion based on their perception of the clarity, completeness and presentation of the submittal. This criterion is NOT used to evaluate color, graphics or other visual techniques except as they may detract from legibility.

Evaluation Process

The City of Aurora will evaluate all proposals, and rank them on the basis of the scoring and weighting system outlined above.

The City of Aurora may conduct in-person interviews with the highest-ranked firms. The purpose of the interviews would be to allow for expansion upon the written responses. The final selection will be based on the total of all evaluators' scores and evaluation of any in-person interviews. The highest ranked respondent may then be invited to enter into final negotiations with the City of Aurora for the purposes of contract awarding.

Contractual Agreements

The City of Aurora will execute contracts for the above services. The following are important provisions that will be contained in the contracts:

1. Vendor submittal of W-9 form required.
2. Conflict of Interest Certification
3. Certificate of Insurance
4. Completed City of Aurora Vendor Application Packet

General Requirements

The selected Proposer shall maintain for the duration of the contract and any extensions thereof, at Proposer'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, 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 Contractors, 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

Certificate of Insurance

The selected Proposer agrees that with respect to the above required insurance that:

(a) The selected Proposer 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 Proposer (selected) 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, Independent Contractors, and employees if any, shall comply with or be provided for the same insurance requirements; and

(e) City of Aurora will be named as a primary, non-contributory additional insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of

Insurance provided to the City pursuant to this project. The address for certificate holder must read exactly as:

City of Aurora
44 E. Downer Place
Aurora, IL 60507

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

City of Aurora
Attn: Purchasing Division

44 E. Downer Place
Aurora, IL 60507

(g) 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.

5. Reserved Rights

The City reserves the right at any time and for any reason to reject any and all Proposals, to waive irregularities, or to accept an alternate proposal. The minimum requirements are for purposes of evaluation; proposals that do not meet the minimum qualifications as outlined herein or address submission requirements will be rejected. Proposal evaluation will be completed by the City of Aurora Community Services Division.

City reserves the right to conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers 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 Community Services Division shall not disclose any information derived from one proposal to any other vendor.

Any Proposer who owes the City on a past due balance may be disqualified at the City's discretion.

The City 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 City may require the RFP and the proposer'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 City of Aurora as contractually binding on the successful vendor.

Upon determination of a proposer's proposal, if the Community Services deems the proposal to be unacceptable, such vendor shall not be afforded an additional opportunity to supplement its proposal.

6. Taxes

The City of Aurora is exempt, by law from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

7. Payments

The vendor shall furnish the City with an itemized invoice. Payment shall be made in accordance with the provisions of the "Local Government Prompt Payment Act" after review of costs are deemed reasonable and necessary and in accordance with the contract between the vendor and the City. Vendor will be required to submit a W-9 form and verify remit address and point of contact for billing payment inquiries. If performance or invoice is deemed unsatisfactory for the

requested payment, payment will be rejected with notice to the vendor providing reasons for rejection and allowing vendor to respond within thirty (30) days.

8. Fees

The final fees as agreed upon via contract between the City and selected Proposer will not increase during the entire term of the contract unless agreed upon by both parties. Any fees that may be subject to increase must be defined as part of the RFP response and clearly outlined accordingly.

9. Law Governing

A contract resulting from the RFP shall be governed by and construed according to the laws of the State of Illinois and the code of federal regulations 2 CFR Part 200.

10. Cancellation

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The City 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 (30) days, the City deems the vendor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the City's right to seek any other remedies allowed by law.

11. Equal Employment Opportunity Requirements

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

12. Compliance

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

- Civil Rights

The Proposer 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).

- 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 Proposer, 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.

- Hatch Act

The Proposer 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.

- Affirmative Action

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

- Section 504, the Architectural Barriers Act of 1968 and the Americans with Disabilities Act

The Proposer 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.

- Drug-free Workplace

The Proposer 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.

13. Termination for Cause

The City may terminate its Contract with the Contractor, for cause, upon ten (10) days prior written notice to the Contractor indicating the Contractor's default in the performance of any term of the Contract.

14. Termination for Convenience

The City of Aurora may terminate its Contract with the Contractor, for its convenience, at any time by thirty (30) days written notice to the Contractor. In the event of the City's termination of the Contract, the Contractor will be paid for those services actually performed up to the point of the termination effective date. Partially completed performance of the Contract will be compensated upon a signed statement of completion submitted by the Contractor which shall itemize each element of the performance and which upon review and approval by the City will be paid.

The City reserves the right to reject all Proposals; to request additional information concerning any Proposal for purposes of clarification; to accept or negotiate any modification to any Proposal, following the deadline for receipt of all Proposals; and to waive any irregularities, if such would serve the best interest of the City.

15. Entire Agreement

This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

16. Consents and Approvals

The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

17. Questions:

Any requests for interpretation should be submitted in writing to the Director of Purchasing, by e-mail at PurchasingDL@aurora.il.us by **8:00 am CST, Tuesday, October 15, 2024**.

As appropriate, interpretations will be summarized in the form of an addendum to the RFP, which will be posted to the City's website at <https://www.aurora-il.org/bids.aspx> by **5:00 pm, CST, Thursday, October 17, 2024**. Questions may not be communicated by the telephone. Questions received after the Tuesday, October 15, 2024 at 8:00 am date/time will not receive a response.

It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this request for proposal.

**City of Aurora
Financial Empowerment Initiative**

Exhibit A:

Aurora FEC Model

Please note that this provides a broad overview of the model. During the course of engagement, the City will be providing further details on all components of the model.

Model:

- One-on-one financial counseling from trained professionals
- Offered by local government, delivered through nonprofit organization partner, as a free public service
- Data systematically tracked, including defined client outcomes
- Counseling connected to a range of local government and nonprofit service delivery systems
- Prioritizes sustainability efforts to become a sustained, publicly funded service
- Incorporates a comprehensive range of services to address the financial health of low- and moderate-income residents, including workshops, public benefits application assistance, children's savings account incentive programming, and additional services as determined by the City

Operations:

- Program management is led and overseen by the City.
- Service provision is conducted by a qualified nonprofit partner.
- Counselors conduct financial triage with clients to determine the nature of their financial situation, set goals, and establish a specific plan of action with each client focused in five primary areas: public benefits access, banking, savings, debt, and credit.
- FEC Manager is a full time, salaried position; Financial Counselors bill hourly for sessions and workshops worked; Intake Coordinator/Administrative Assistant is part time; and Community Outreach Coordinator is stipend-paid to attend events only to market the AFEC and its programs.
- Client retention is encouraged to improve outcomes.
- All counselors must take and pass a City-approved training.

The Financial Counseling Session

One-on-one financial counseling and coaching represents a mix of goal setting and light case management in a direct service provision role, as well as deep technical knowledge of financial issues and the ability to advise people on their financial and personal goals in the areas of public benefits access, banking, savings, debt, and credit. One-on-one counseling, either in person or remotely, is conducted or tracked with the goal of clients achieving meaningful, defined financial outcomes. A financial counseling session is a confidential, private meeting between an AFEC counselor and individual (or household) lasting a minimum of 30 minutes. Sessions are typically in person, but remote (i.e. phone, video) sessions are also permitted as follow-up sessions provided they meet the 30-minute requirement and are scheduled to accommodate a request of the client to meet remotely

The initial counseling session consists of a comprehensive financial health assessment, where counselors conduct triage to determine the full nature of the client's financial situation, support the client in setting goals, determine eligibility for certain public benefits, and establish a specific

client-led action plan to apply for eligible benefits, manage their finances, pay down debt, increase savings, establish and build credit, and access safe and affordable mainstream banking products. Retention, or returning for more than one session, is critical; clients are more likely to achieve outcomes if they participate in multiple counseling sessions. Throughout the process, counselors advise clients, and track progress towards outcomes aimed at enhancing financial stability.

Partnership Structure

The AFEC is a partnership between The City and a community-based organization, with critical and distinct roles for each partner.

The City of Aurora plays a central role of directing and managing the initiative, its programming and partnerships. The City ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs, local government access points, and community partners.

Financial Counseling Provider recruits, hires and supervises the AFEC counselors. They are responsible for all data collection and regular reporting to the City. They support public marketing efforts by participating in outreach events and presentations. In addition, the nonprofit provider maintains relationships with other community partners hosting counselors (colocations), referral partners, and other outreach and community efforts.

Programmatic Partners are crucial to integrating the AFEC services into the service streams of local government and nonprofit agencies, especially those serving people with low and moderate incomes. At their best, these partnerships deeply embed financial counseling and coaching into local government and nonprofit programs and advance those programs' goals. Potential complementary program linkages could include homeownership assistance, homeless prevention, foreclosure prevention, workforce development, asset building, financial access, domestic violence prevention, or other social services.

Philanthropic Partners play a key role in both the sustainability and enhancement opportunities of the AFEC. Funder engagement in the AFEC stems from a range of interests, including geographic footprints, programmatic priorities, innovation opportunities, and issue-based giving. Funders offer opportunities to enhance the Model with targeted pilots, while also providing support to complement the public funding.

Data Collection and Reporting

Data collection and reporting are essential to the success of the AFEC, used to improve service delivery, track outcomes, and further programmatic and budgetary sustainability efforts. The Financial Counseling Provider will be required to utilize the AFEC data system to provide regular reports to the City.

Learning Community

The Financial Counseling Provider will have access to regular learning and training opportunities designated and approved by the City.

**City of Aurora
Financial Empowerment Initiative**

Exhibit B:

Scope of Work

AURORA FINANCIAL EMPOWERMENT CENTER NON-PROFIT PROVIDER

REQUEST FOR PROPOSAL 24-102

CONTRACTOR'S SCOPE OF WORK

1. Implement the FEC initiative, including but not limited to, free one-on-one counseling, youth and family financial literacy, integration with a range of services, financial counselor training, and data collection to manage the work.
 - a. Counselors work to recruit and retain clients, providing one-on-one financial counseling, including assistance with certain public benefits applications and CSA program incentives, and financial literacy programming, based generally upon the model established between the City and Contractor.
 - b. Achieve an appropriate number of outcomes per counselor, based generally upon the model established between the City and Contractor and determined annually between the City and the Contractor.
 - c. Work with the City of Aurora to support other programming and appropriate levels of prioritization, as mutually agreed, but ultimately specified by the City with emphasis on utilization of the FEC building.
2. Identify a Manager or equivalent who will oversee the delivery of the financial counseling, coaching, and programming, and serve as the main contact person between the Contractor and the City.
 - a. Supervise overall program implementation, management, and support service delivery, including monitoring efforts and troubleshooting.
 - b. Monitor the work of the Financial Counselors, including but not limited to service delivery, counselor training and Code of Ethics adherence, data entry and progress towards target goals.
 - c. Update the City on all organizational staffing matters that could impact the FEC initiative.
 - d. Support all development efforts to ensure FEC counselors are deployed effectively, including working closely with the FEC Program Manager to maintain such relationships, and monitor progress.
 - e. Participate in regular meetings with the City, to review progress on goals, identify additional innovations and opportunities, and to make modifications to the program, as needed.
 - f. Use the Financial Empowerment Center database ("FECBOT") and other databases identified by the City to monitor efforts and create and share reports.
 - g. Participate in all trainings, including training on the model, database, and any continuing education sessions.
 - h. Participate in all learning community activities, along with other FEC staff members when applicable, including sharing accomplishments, best practices and lessons learned with the broader field.

3. Identify an Administrative Assistant at least 0.50 FTE who will support the financial counselors and manager in delivering FEC services to clients.
 - a. Facilitate client intake by contacting the client and entering appropriate data into FECBOT.
 - b. Assign clients appropriately to FEC counselors.
 - c. Manage referral services by appropriately identifying where referrals are coming from and documenting feedback appropriately.
 - d. Participate in trainings related to FECBOT and other databases used when appropriate.
 - e. Perform a variety of administrative duties for the FEC Manager
 - f. Assist in preparing, organizing and submitting paperwork to the City of Aurora related to outcomes, grants, programs, and/or payroll.
4. Identify a Community Outreach Coordinator to effectively and efficiently increase community awareness of FEC services.
 - a. Conduct targeted, intentional, and strategic local outreach about the FEC by attending local events to raise awareness and generate demand for the services in coordination with the City.
 - b. Attend a determined minimum number of community events.
5. Ensure that the Financial Empowerment Center service is delivered effectively and follows the model requirements provided by the City.
 - a. Work closely with the City on day-to-day operations, reporting needs, and counselor supervision.
 - b. Contractor shall ensure the number of counselors meets the capacity of the number of client sessions. At no time shall the manager, counselors, or administrative assistant be considered employees, volunteers, or agents of the City.
 - (i) Notify the City of all staffing matters, including the hiring of financial counselors, as it pertains to the FEC, including but not limited to key staff openings, or personnel changes as it relates to Contractor's performance of this Contract.
 - (ii) Financial counselors should have a minimum of two years of work experience, with some background in finance, financial education, counseling/coaching, or social service delivery. Staff should also have particular expertise in one of the following: financial services, social work, financial planning coaching/mentoring, teaching, or other related fields.

Financial Counselors will ideally be bilingual, speaking English as well as one other language prevalent in the geographic areas or target populations they serve.

 - (i) Ensure that counselors and the manager have received appropriate training including a code of ethics training.
 1. Provide the City with proof that financial counselors have completed all the required trainings, specifically counselor certificates and signed code of ethics forms.
 - c. Ensure each client understands and signs the Client Waiver form and must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Waiver.

- d. Ensure each client understands and signs a proof of income form
- e. Ensure that no material changes to operations are made without the prior approval and consent of the City including change in hours of operation, staffing, external collaborations and locations.
 - (i) It is the sole responsibility of the Contractor to address any issues (personnel or otherwise) that affect the operations of the FEC during this contract period and come to a resolution with the City.
- f. Develop and implement an effective deployment strategy, including hours of operation, for counselors based on client needs, City priorities, geographic needs, target population, external collaboration opportunities or other needs. Strategy will be reviewed annually and modified if necessary.
 - (i) Ensure that each counselor, regardless of where he/she is placed, will conduct the counseling in a private or semi-private area to allow for counselor-client information and conversations to be held confidentially.
 Counseling spaces should be equipped with standard, modern technological capabilities (including computer equipment, multi-line telephone and voicemail, high speed internet access and access to printing, faxing, shredding, and reproduction equipment). Although spaces differ, each site should be able to accommodate approximately 150 square feet of private counseling space per counselor, plus an additional 300-500 square feet of meeting and waiting room space (to be shared).
 - (ii) One-on-one counseling sessions shall be performed primarily on-site at the FEC, or alternatively, at secondary locations to be approved by the City in advance. However, one-on-one counseling sessions may also be provided virtually so long as the request accommodates a specific client request. All locations must be compliant with the Americans with Disabilities Act. Facilities for all sites, including satellite sites, will be made available for at least one day per week.
 - (iii) Deliver counseling on days and at hours that, upon consultation with the City, are determined to meet the needs of clients. The Contractor is expected to make some evening and weekend hours available at locations. The Contractor shall make counseling available on a full-time basis with hours of operation at each location subject to review and approval by the City.
 - (iv) Ensure that the FEC database is used for data collection and reporting; and that data security and client confidentiality protocols are in place.
 - (v) The Contractor shall agree to participate in additional monitoring and evaluation activities, including, but not limited to, site visits, surveys, interviews, focus groups organization, administrative records review, and other data collection and evaluation strategies, as shall be required by the City. The City will make best efforts to provide a minimum 7 days' notice.
 - (vi) The Contractor shall not enter into any agreement for evaluation of the FEC services or clients without prior consent and approval by the City.
 - (vii) If the Contractor has existing financial counseling/coaching programs, the Contractor and the City shall develop a plan to ensure that the FEC work is distinct from such programs and is tailored specifically to the needs of the FEC.

6. Support efforts to manage programmatic external integration opportunities (referrals, colocations and coordinated case management).
 - a. Continue the FEC with a minimum of eight external integration opportunities per year that cover the following approaches.
 - (i) Referral: Case manager directs client to an FEC counselor, or the referral is embedded within the program.
 - (ii) Co-Location: FEC counselor is on site at the organization.
 - (iii) Coordinated Case Management: FEC counselor is on site, the financial counseling is part of the service delivery and there is sharing of key data points.
 - b. Continue to support external integration opportunities within a range of services and locations, including within local government programs, nonprofit services or private companies.
 - (i) The City will serve as the lead on identifying and implementing any external integration agreements.
 - c. Work with the City to assess external collaboration opportunities, ensuring effectiveness and impact.
7. Adhere to FEC marketing protocols, including City communications guidelines.
 - a. Prominently display marketing materials for the FEC at counseling locations.
 - (i) On any communications pieces related to the FEC, the City logo and financial counseling provider logo are included with the FEC logo unless otherwise determined for effectiveness of marketing.
 - b. Refer all media queries and media interviews to the City or the City designated agent.
 - c. Contractor, any employees, servant or agents must obtain written approval from the City or the City designate agent before making any statement to the press, public announcement, or issuing any material for publication through any medium of communication bearing on the work performed or data collected under this Agreement. This includes any time before, during or after completion or termination of this Agreement.

Support the City in collecting client stories for press inquiries, reports and other evaluation purposes. When applicable, facilitate outreach to clients for permissions and to coordinate press events.

**City of Aurora
Financial Empowerment Initiative**

Exhibit C:

Sample Contract

CITY OF AURORA, ILLINOIS SERVICES AGREEMENT

THIS AGREEMENT, is entered on the Effective Date between the City of Aurora, Illinois (“City”) an Illinois home rule municipal corporation, with its office of City Clerk located at 44 E Downer Place, Aurora, Illinois and the Contractor, for the Services herein described. The terms “Effective Date,” “Contractor,” and “Services” shall be defined as set forth in Exhibit A.

1. Scope of Services. The Contractor shall perform the Services set forth in Exhibit A and any attachments thereto.

2. Term. The term of this Agreement shall be as set forth in Exhibit A. If provided in Exhibit A, the Agreement shall renew without further action by the Parties as set forth in therein, provided that the City Council of the City has budgeted funds for the services contemplated by this Agreement.

3. Standard of Performance. Contractor shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with applicable federal, state, and local laws, regulations or ordinances; and (iv) strictly conform to the terms of this Agreement. Contractor shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Contractor or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Contractor from the responsibilities set forth herein.

5. Payment. Contractor shall invoice the City for its Services rendered in the amount and with the frequency set forth in Exhibit A. Upon receipt, the City shall review and process such invoices for payment in accordance with the procedures and the time limitations provided by the Local Government Prompt Payment Act. Approved but unpaid amounts shall accrue interest and penalties in the amount and to the extent authorized the Act.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Contractor only for services performed up the date of termination. After the termination date, Contractor has

no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Indemnification and Insurance

- (a) **Insurance.** The Contractor shall provide to the City evidence that it has obtained and maintains the insurance coverages set forth in Exhibit B. In all cases, the Contractor shall provide the City with a certificate naming the City as an additional insured party and shall not cancel such insurance without prior notice to the City.
- (b) **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, and employees from and against all claims, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees arising from or out of Contractor's performance of its obligations under this Agreement, including specifically those brought by third parties.
- (c) **Non-Wavier.** Neither by the insurance or indemnifications requirements of this Agreement does the City waive any privilege, defense, or immunity, which may be available to it, its elected officials, officers, or employees by law, including, but not limited to those set forth in the Local Governmental and Governmental Employees Tort Immunity Act.

8. Miscellaneous Provisions.

a. **Illinois Freedom of Information Act.** The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. **Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. **Consents and Approvals.** The Parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

e. Jurisdiction and Venue. The Parties agree that in the event of litigation arising from this Agreement, the exclusive venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County and that the Illinois law shall apply to such disputes without regard to its choice of law principles.

f. Construction of Contract Provisions. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

Date: _____

FOR: CITY OF AURORA, ILLINOIS

By: _____

Jolene Coulter

Director of Purchasing

FOR: CONTRACTOR

By: _____

Print: _____

Title: _____

**EXHIBIT A
CITY OF AURORA, ILLINOIS
SERVICES AGREEMENT**

Contractor Information (“Contractor”)	
Legal Name:	
Type of Entity:	<input type="checkbox"/> Illinois Business Corporation <input type="checkbox"/> Illinois Not-For Profit Corporation <input type="checkbox"/> Illinois Limited Liability Company or Limited Partnership <input type="checkbox"/> Partnership or Solo Proprietorship <input type="checkbox"/> Other. Organized under the laws of the State of _____, and authorized to do business in Illinois.
Address:	
Email	
Phone	

Contract Term Information	
Effective Date:	
Term:	
Renewal Period:	No Renewals are Authorized

Payment Terms	
<input type="checkbox"/> Daily	The City shall compensate the Contractor on an hourly daily basis at the rate of \$100.00 per hour.
<input type="checkbox"/> Monthly	The City shall compensate the Contractor on a monthly basis at the rate of \$_____ per calendar month.
<input type="checkbox"/> Total	The total compensation of the Contractor under this Agreement shall be \$_____.
<input type="checkbox"/> Other	

Expenses	
<input type="checkbox"/> Authorized	The City shall reimburse the Contractor for its ordinary and customary expenses incurred in the performance of the Services under this Agreement.
<input type="checkbox"/> Not Authorized	The Contractor is responsible for its ordinary and customary expenses incurred in the performance of the Services under this Agreement.

Scope of Work

The Contractor agrees to perform the Services set forth herein pursuant to this Agreement.