

## CHICAGO HOUSING AUTHORITY ("CHA") REQUEST FOR PROPOSAL ("RFP") EVENT NO. 3226 (2023) for

#### **Internal Audit Services**

### Required for use by [Internal Audit]

ISSUED ON: Wednesday, May 3, 2023
ISSUED BY: DEPARTMENT OF PROCUREMENT AND CONTRACTS

PROPOSALS DEADLINE: Wednesday, June 7, 2023 at 10:00 A.M., CT

Proposals may be submitted early but must be received electronically no later than the date and time listed in the solicitation.

#### PROPOSALS WILL NOT BE ACCEPTED AFTER THE DUE DATE AND TIME

Respondent Name:		
Contact Name:		
Contact Telephone:		
Contact Email:		
	or bid requests provide	described herein and notwithstanding any ed by the Chicago Housing Authority. ed in this RFP.
Tracey Scott Chief Executive Officer	www.thecha.org	Sheila Johnson Deputy Chief Procurement

Chicago Housing Authority

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#### **KEY INFORMATION**

1. **RESPONDENT CONTACT WITH CHA:** The Procurement Specialist identified below is the *sole point of contact* regarding this RFP from the date of issuance until selection of the successful proposer(s).

**David Martin, Senior Procurement Specialist** 

Chicago Housing Authority
Department of Procurement and Contracts
60 East Van Buren Street, 8th Floor
Chicago, Illinois 60605

Phone: (312) 786-3260 E-mail: DPMartin@thecha.org

Responses shall be submitted via the Supplier Portal at <a href="https://supplier.thecha.org">https://supplier.thecha.org</a> no later than Wednesday, June 7, 2023 by 10:00 AM, CST.

The Proposer shall be responsible for electronic submission by the due date and time. Late proposals will not be accepted.

A pre-proposal conference is scheduled for **Monday**, **May 15**, **2023**, **at 1:00 p.m. CST** to discuss the scope of services and the CHA diversity and inclusion requirements. The pre-proposal conference will take place via Microsoft Teams. Firms anticipating submitting a proposal are encouraged to attend the teleconference. **CHA encourages all interested firms to attend the Pre-Proposal Conference**. **Real-time online viewing is available**. **To view the Pre-Proposal Conference online visit** - <a href="https://msteams.link/L3CQ">https://msteams.link/L3CQ</a>

The Letter of Intent to Submit a Proposal, Attachment B, is due **Wednesday, May 24 2023**, **at 11:00 a.m. CST**. The Letter of Intent to Submit a Proposal, Attachment B must be submitted via the Supplier Portal at <a href="https://supplier.thecha.org">https://supplier.thecha.org</a>.

If you do not intend to submit a proposal in response to this RFP, please submit via the Supplier Portal at <a href="https://supplier.thecha.org">https://supplier.thecha.org</a>, a brief explanation in order to continue to receive future bid/RFP notices.

Questions regarding clarification or verification of these specifications and CHA diversity and inclusion requirements must be submitted via the Supplier Portal at <a href="https://supplier.thecha.org">https://supplier.thecha.org</a>. no later than **Thursday**, **May 18**, **2023 by 10:00 AM**, **CST**.

<u>Electronic Submission</u>: CHA requires Respondents to submit an electronic proposal for the above-described Event. Respondent shall upload all documents via the CHA Supplier Portal at: <a href="https://supplier.thecha.org">https://supplier.thecha.org</a>. Electronic proposal submission requires only one (1) copy. Each submittal section of the electronic proposal shall be labeled <u>and</u> separated into a different file as described in "ARTICLE V Submittal Requirements."

**Note**: There is <u>no</u> maximum file capacity size when uploading attachments in the Supplier Portal. If you receive an error message that states the "Maximum size is: 50" while uploading an attachment in the Supplier Portal, that error message is referring to the file naming size. The name of your file cannot be more that 50 characters. For questions or assistance with the Supplier Portal, please contact Harriet Herron-King, Procurement Coordinator, at 312-913-7356, HHerron@thecha.org.

Respondent shall bear all costs of responding to this solicitation.

#### ARTICLE I INTRODUCTION

The Chicago Housing Authority ("CHA" or "Authority") is a municipal corporation established in 1937 pursuant to the Illinois Housing Authority Act, 310 ILCS10/1, et seq., to administer federal housing programs to provide temporary housing for people with incomes insufficient to obtain "decent, safe and sanitary" dwellings in the private market. Today CHA's mission is to ensure the provision of affordable housing opportunities in a variety of communities for lower-income households.

CHA receives certain funding from the United States Department of Housing and Urban Development (hereinafter, "HUD") and is entitled to apply for funding to acquire, construct, modernize, maintain, and operate public housing. In addition, CHA administers several programs funded and regulated by the State of Illinois and the City of Chicago. These programs are parallel to federal housing programs and include conventional, rental assistance and community development components.

CHA's vision is to foster strong, vibrant communities throughout Chicago by increasing affordable housing choices for low-income families. As the largest rental housing provider in the City of Chicago, CHA serves more than 133,000 people in 63,000 households across the city through our Public Housing, Housing Choice Voucher, and Project-Based Voucher programs. For more information, visit <a href="https://www.thecha.org">www.thecha.org</a>.

#### ARTICLE II INTENT AND PURPOSE

#### **Project Background**

With a 2023 annual budget of \$1 billion and complex business operations, CHA outsources its Internal Audit function to achieve a high level of governance, independence, and objectivity. The Internal Audit function serves a pivotal and critical role with management to provide risk assessment and oversight through project-based services. A Finance and Audit Committee, a sub-committee appointed by the Board of Commissioners, comprised of City of Chicago appointed Board members, provides oversight and input to CHA's external and internal audit activities. The Internal Audit Department functionally reports to the Chief Executive Officer and is headed by the Senior Director, Internal Audit. The Internal Audit Department conducts operational audits and advisory projects with the assistance of a co-sourced service provider.

#### **CHA Internal Audit Services - Mission Statement**

Independently and objectively perform assurance and consulting activity designed to add value and improve operations of the CHA. Help the organization accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the process and effectiveness of risk management, controls, and governance.

#### The Internal Audit Provider Responsibilities

The Internal Audit Provider responsibilities under the Contract include:

- assisting development of a risk-based audit approach,
- facilitating prioritization of CHA risks through a risk assessment process,
- improving operational efficiency and effectiveness

The CHA is requesting proposals from qualified auditing/accounting and professional consulting firms to provide comprehensive internal audit and consulting services. Respondents should be knowledgeable of the standards affecting auditing and government organizations such as *The Institute of Internal Auditors*, *Government Finance Officers Association* and *Generally Accepted Government Auditing Standards*.

Respondents should be aware of the following general parameters of this RFP prior to submitting a proposal:

- 1. A firm may propose both as a joint venture and/or independently. If a joint venture proposal is rejected, no firm that participated in the joint proposal can be considered to provide services unless it has separately submitted a proposal.
- 2. Similarly, two (2) or more firms may submit proposals as a prime contractor(s) and subcontractor(s) relationship. In the event of such an arrangement, the CHA reserves the right to reject any subcontractor and accept only the primary contractor. The CHA will not accept a subcontractor and reject the primary contractor. If a subcontractor wishes to be considered separately for a portion of the services, such firm should submit a separate submittal in response to the RFP.
- 3. The CHA reserves the right to identify any areas where conflict of interest may require limitations on potential respondents. It is understood and agreed that the CHA will have the right to negotiate the terms and/or conditions of any contract entered into by the Authority and the selected respondent.

The CHA anticipates it will award a firm fixed price contract for a period of one (1) year from execution with options to extend the contract for one (1) additional one (1) year period. No award may be made to a Respondent that is on the list of contractor's ineligible to receive awards from the CHA or the United States, as furnished from time to time by HUD. The CHA reserves the right to award one or more contracts in connection with this solicitation.

#### ARTICLE III STATEMENT OF WORK/SCOPE OF SERVICES

Firm(s) will perform professional consulting services under the guidance of the CHA's Management, Finance, and Audit Committee and its Internal Audit Charter. Annually, the CHA's Internal Audit team presents updated CHA risk profiles and proposed projects to the Finance and Audit Committee for acceptance. Respondent must understand the overall scope and develop an audit approach. CHA's Senior Director, Internal Audit issues engagement scope memos to stakeholders, including background and objectives, scope and methodology, potential exposures, schedule, and key milestones. For each project, Respondent team must present a plan including budget and proposed tasks to accomplish the project. The Internal Audit team members must be approved by the CHA's Senior Director, Internal Audit, prior to assignment to the CHA project and beginning work. Respondents will be required to demonstrate in their proposal the methods to accomplish the approved audit plan within the budgeted hours, establish and estimate tasks to accomplish projects, hours, and budget based upon a defined scope of services. Services include but are not limited to:

#### 1. Advisory Firm Partner

Respondents will be responsible for assisting CHA with general business improvements and recommendations regarding best practices in several areas of expertise and assisting with managing the CHA risk profile.

- **a. Management Advisory Services -** The areas may include, but are not limited to:
  - Asset Management
  - U. S. Department of Housing and Urban Development
  - Capital Construction
  - Information Technology
  - Mixed Income Financing
  - Real Estate Property Management
  - Resident Services
  - Housing Choice Voucher Program
  - Self Sufficiency Initiatives

The CHA Internal Audit Department is authorized to conduct Management Advisory services. Projects are defined, based upon CHA needs and approved by the Audit Committee. A key component of the Management Advisory Services will be assisting Internal Audit with identifying and evaluating areas needing advisory services as an alternative to audit, due to a need for improved or enhanced controls. Management may also request management advisory services.

Implementation of procedures and other consulting skills are needed to assist CHA management achieve its objectives. Respondents in this area will be responsible for assisting business units implement new processes and procedures. Identification of projects may occur through the audit process or business units' self-assessment.

Respondents must demonstrate significant experience performing management advisory services or knowledge of CHA or Public Housing regulations and policy, or Real Estate management.

#### **Example Work Process:**

- 1) Assemble a qualified team to accomplish a detailed review of the inscope areas
- 2) Participate in planning meetings
- 3) Propose scope of services, fieldwork, plan budget
- 4) Participate in kick-off meeting with Stakeholders
- 5) Implement fieldwork plan, conduct appropriate testing, interviews and evidence gathering
- 6) Make conclusions and recommendations for process improvement
- 7) Develop draft report
- 8) Communicate draft findings/observations to stakeholders and request management responses, if applicable.
- 9) Prepare final report

10) Present and discuss final report at Audit Committee meetings, as requested.

#### 2. Risk Assessment (RA)

Respondent will perform an interactive Risk Assessment annually and update quarterly, as needed. The Risk Assessment process identifies areas of risk management that will be addressed and/or internal reviews performed.

The CHA Internal Audit Department assesses the CHA risk environment and provides recommendations for the annual internal audit plan and management consideration. Development of the risk profile and audit plan is driven by risk and focused on the processes implemented to achieve the strategic, operational, financial, and compliance goals of the CHA. The assessment is based on a compilation of information gathered from CHA management and members of the Board of Commissioners.

The results of the risk assessment form the foundation for developing the risk-based internal audit plan. The risk assessment and audit plan for the CHA are key components to drive continuous quality improvement within critical aspects of CHA's operations and administration. The risk assessment and audit plan are also vital to deriving the most benefit from Internal Audit Services.

**The Risk Factors** that enter into the risk assessment and priority of audits include External and Internal Risks:

RISK TYPE	DEFINITION
Compliance	HUD regulatory issues, grant requirements, employment law
Financial	Budgets, financing, cash flow, sources and uses of funds, reporting
Legal	Outside demands and restrictions, such as grants, data retention, data preservation
Operational	Consider needs of the delivery of core operations, such as key
	process indicators, data integrity, unity vacancy
Reputational	Consider political and outside perception of CHA "Goodwill"
Strategic	Consider what needs to be done to maintain and enhance
	CHA's stature as a leader and innovator in the public housing
	industry by focusing on achieving strategic initiatives and
	mission
Technology	Information systems and infrastructure, user access

#### **Example Work Process:**

a) Review key documentation and information to gain a current understanding of the CHA's vision and strategy, business process objectives, and key risks. This documentation includes the Moving To Work (MTW) Agreement, Annual Plan and Annual Report, the Strategic

Plan, organization charts and the results of previously completed audits and reviews.

- b) Summarize CHA risk factors based on historical experience with the CHA and the Internal Audit team's overall understanding of internal and external risks facing the CHA. This includes updating overall risk factor categories and ranking the top overall risks.
- Conduct interviews with Finance and Audit committee members,
   executive and senior management to gain input on the perception of risk
   and obstacles in achieving CHA's goals and objectives.
- d) Conduct facilitated sessions with management to rank the top risks by impact and likelihood, as well as management's effectiveness both in its current state and desired future state.
- e) Summarize CHA key risks and assist management with approach to mitigate risks
- f) Quarterly, update risk profile based upon Internal Audit and Management activities

#### 3. Project Management (PM)

The project management component is administrative hours for performing the Internal Audit Program at CHA. These hours would be for non-project specific tasks such as meetings and reporting to CHA management the status of the program on a periodic basis. The project management should not exceed 10% of the budgeted hours for the Internal Audit Program. Responsibilities may include preparation for, and possible attendance of, the following:

- Finance and Audit Committee (minimal two meetings annually)
- Board of Commissioner's meetings (as needed, six (6) annually)
- Internal Audit Team update/status meetings (monthly)

#### ARTICLE IV GENERAL INSTRUCTIONS

#### A. Acceptance of Proposals

Proposals in response to this RFP must be received (electronically) through the CHA Supplier Portal. Proposals must be received electronically no later than the <u>date and time</u> listed in the solicitation. Proposals submitted after the designated date and time will not be accepted for any reason.

CHA reserves the right to accept or reject any or all proposals, issue addenda, or to waive any informalities. A Respondent whose proposal fails to fully comply with the requirements of the RFP may be determined to be nonresponsive and excluded from further consideration.

#### B. Time for Receiving Proposals

Proposals received prior to the due date and time will be maintained in a secure place, unopened. No proposal received after the deadline set forth on the cover page of this RFP will be considered.

Proposals will not be publicly opened. Once submitted, proposals will become the property of CHA.

#### C. Right To Cancel

CHA reserves the right to cancel this procurement process whenever the best interest of CHA is served. CHA shall not be liable for costs incurred by Respondents associated with this procurement process.

#### D. Addenda

Any interpretations, corrections, or changes to the RFP will be made by addenda issued by CHA. Any addenda that are issued will be provided to prospective Respondents, posted on the CHA's Supplier Portal at: <a href="https://supplier.thecha.org">https://supplier.thecha.org</a>, and noticed on the CHA website. It is the responsibility of the Respondent to inquire of the issuance of any addenda. Respondents shall acknowledge receipt of all addenda in the cover letter of the response. If CHA determines this RFP should be modified, it will inform all prospective Respondents by distributing addendum/addenda to this RFP before the date set for receipt of proposals.

#### E. False Statements

Any false statement(s) made by the Respondent (s) will void the response and eliminate the Respondent(s) from further consideration.

#### F. Withdrawal of Proposals

Proposals may be withdrawn by written request by the Respondent. A written withdrawal of a Proposal must be received, prior to the time set for opening of Proposals. A Respondent's negligence in preparing a Proposal creates no right of withdrawal or modification after the date and time set for opening of the Proposals.

#### G. Award of Contracts

CHA may award one or more Contracts according to the Evaluation Criteria contained in this RFP to responsible and responsive respondents, provided their Proposals are in the best interest of CHA. The Selected Respondent(s) will be notified at the earliest practical date. Each award may be subject to HUD approval. No award may be made to a contractor or firm that is on the list of contractor's ineligible to receive awards from CHA or the United States, as furnished by HUD.

CHA reserves the right to reject any and all proposals and reserves the right to secure services solicited by this RFP by means of a non-competitive procurement in accordance with §2 CFR 200.320 (c) or to re-solicit competitive proposals.

#### H. Notice of Contract Award

Unsuccessful Respondents will be notified in writing after an award of contract has been made by the Contracting Officer and/or Board approval, if required.

#### I. Right to Protest

In accordance with CHA's Procurement Protest Procedures (copies may be obtained by contacting the department of Procurement and Contracts), all protests regarding this solicitation document must be filed no later than five (5) business days before the due date for proposals. All other protests regarding the evaluation of proposals or award of contract by the Authority must be filed no later than ten (10) business days after the notice of contract award. Any protest filed after such date will not be considered.

#### J. Preparatory Costs

All costs incurred in the preparation and presentation of Proposals shall be wholly borne by each Respondent. All supporting documentation and manuals submitted with each Proposal will become the property of CHA unless otherwise indicated by the Respondent at the time of submission. CHA is not liable for any costs incurred by any Respondent prior to issuance of a Notice to Proceed.

#### K. Confidential Material

Any material submitted by a Respondent as part of a proposal that is to be considered confidential must be clearly marked as such but may be subject to disclosure under applicable law.

#### L. Subcontract / Sub consultants

All subcontractors proposed to be used under the Contract must be identified within the proposal. If the proposed services include the use of subcontractors, CHA will hold the prime contractor responsible for the proposed services to be provided by the subcontractors.

#### M. Minimum Wage Requirements

Any award under this solicitation shall be subject to the current local minimum wage requirement and prevailing wage determination for CHA. The minimum wage requirements shall be specifically incorporated as a contractual requirement in any award and agreement resulting from this solicitation for any of the Selected Respondent's covered employees. The Respondent must take the minimum wage requirement and prevailing wage determination for CHA into consideration in determining its staffing plan for services to be performed or provided by the Respondent under its fee proposal and other submittals. Note that Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) preempt any conflicting State prevailing wage rate or the minimum wage requirement when the State prevailing wage rate or the minimum wage requirement is higher than the Federally imposed wage rate (24 CFR 965.101).

#### N. Disclosure Certification

The Contractor shall be required to make the following certification, which is included in the Contractor's Affidavit, a required submittal to be executed and notarized.

The Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Agency.

The recommended firm(s) will be required to disclose the following information at the appropriate time during the solicitation process: Vendors' other business relationships including but not limited to: Board affiliations, positions or board memberships with all other non-profit, government and other Chicago businesses.

#### O. Disqualify for Conflict of Interest

CHA reserves the right to disqualify any Respondent on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to CHA. This disqualification is at the sole discretion of CHA. Any Respondent submitting a proposal herein waives any right to object to such disqualification now or at any future time, before any body or agency, including but not limited to, the Board of Commissioners, City Council of the City of Chicago, Mayor's Office of Chicago or any company.

#### P. Participation by other Local Government Agencies

Other local government agencies ("Local Government Agencies") may be eligible to purchase Services pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the Chicago Housing Authority Contracting Officer, and if such purchases have no significant net adverse effect on CHA and result in no observed diminished ability on the Bidder to provide the Services to CHA or user departments pursuant to such purchases. Local Government Agencies shall include without limitation: City of Chicago, Chicago Park District, Chicago Public Schools, Chicago Transit Authority, City Colleges of Chicago. All purchases and payment transactions shall be made directly between the Bidder and the requesting Local Government Agency; CHA shall not be responsible for payment of any amounts owed by any Local Government Agency to Bidder. CHA assumes no authority, liability or obligation on behalf of any Local Government Authority

#### Q. Bribery, Price Fixing, or Fraud

No person or business entity shall be awarded a contract or subcontract for a period of five years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

- A. has been convicted of an act committed of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in that officer's or employee's official capacity; or
- B. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act (15 U.S.C. §1 et seq.), or under the laws of the State of Illinois; or has been convicted of an act of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act (15 U.S.C. §1 et seq.) or under the laws of the State of Illinois; or
- C. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district; or
- D. has made an admission of guilt of such conduct as set forth in subparagraph A through C above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offense admitted to; or

E. has entered into a plea of nolo contendere to charges of such conduct, as is set forth in subparagraphs A through C above.

For purpose of the Paragraph, "business entity" means a corporation, partnership, trust, association, unincorporated business, or individually owned business. Where an official, agent or employee of a business entity committed the acts as set forth in subparagraphs A through E above on behalf of such entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct and be disqualified.

A business entity shall also be disqualified if it employs as an officer any individual who was an officer of another business entity at the time the latter committed a disqualifying act as set forth in subparagraphs A through D above.

A business entity shall also be disqualified if any owner directly or indirectly controls 20% or more of the business entity and was an owner who directly or indirectly controlled 20% of another business entity at the time, such business entity committed a disqualifying act as set forth in subparagraphs A through C above.

Any contract found to have been awarded in violation of this Paragraph may be voided at the discretion of CHA.

#### ARTICLE V SUBMITTAL REQUIREMENTS

#### A. Format

Respondents shall present their proposals as a firm offer which, if accepted by CHA in its entirety, shall be binding between the parties. Electronic responses submitted via the CHA Supplier Portal at <a href="https://supplier.thecha.org">https://supplier.thecha.org</a> only require one (1) complete proposal. The Respondents must also include an indexed version of each submittal section of the electronic proposal shall be formatted, labeled and separated into a different file.

**Note**: There is <u>no</u> maximum file capacity size when uploading attachments in the Supplier Portal. If you receive an error message that states the "Maximum size is: 50" while uploading an attachment in the Supplier Portal, that error message is referring to the file naming size. The name of your file cannot be more that 50 characters.

Proposals not containing all the submittal requirements (See Attachment C – Vendor Submission Checklist) may be deemed non-responsive to this RFP.

#### B. Cover Letter and Executive Summary Form

A cover letter shall be submitted on the Respondent's letterhead, signed by a principal and the joint venture partner, if applicable. The cover letter must contain a plan explaining how services will be performed; a commitment to provide the services described in the Scope of Services of this RFP; and indicate that the offer is good for one hundred-eighty (180) days from submittal of proposal. In the cover letter, the Respondent shall also include an acknowledgement that the Respondent has read and understands the requirements of the RFP including, but not limited to, the terms and conditions of the attached Professional Services Agreement (refer to Article IX), CHA's Diversity and Inclusion requirements, Insurance and Indemnification requirements, and will

comply with these requirements if awarded a contract. Proposers and Bidders shall also include the Executive Summary Form (Article X).

#### C. Qualifications and Experience

The Respondents will be responsible for evaluating the internal controls affecting the recording and safekeeping of assets, and CHA policy and procedures for operating its business objectives. It is recommended that personnel have detailed knowledge regarding internal controls with a general understanding of accounting principles. The Respondents will possess experience as a Professional Consulting Firm with direct expertise in providing innovative solutions to clients. Respondents should be qualified to implement and train personnel on those areas identified as areas for improvement.

It is desirable that Respondents' audit team has one or more person(s) who have received or qualify to receive one or more of the following professional certifications:

- Certified Internal Auditor (CIA)
- Certification Government Auditing Professional (CGAP)
- Certified Public Accountant (CPA)
- Information Systems and Control Association (ISACA)

Certifications in the CHA systems of record, Yardi and Lawson, are preferred, but not required. Respondents must however demonstrate working knowledge of Yardi and Lawson either through experience or certifications.

The Respondent will at a minimum have capabilities in the areas below:

Performance Advisory Consulting reviews. Respondent shall possess the skills to perform reviews in accordance with professional standards as promulgated by the Institute of Internal Auditors and Government Accounting Office. An organization shall have a minimum of ten (10) years and project management staff a minimum of five (5) years' experience in one or more of the categories below:

- Professional Internal Auditing or Consulting organization
- Project Management
- Public Sector, state, or local government
- Public Housing Authorities (large)
- Real Estate
- Construction Industry
- 1. The Respondent must describe its qualifications, resources and experience as it pertains to the requested services. The Respondent must demonstrate it has the experience and capacity to complete all of the required services, whether they are conducted at the same time or separately.
- 2. The Respondent shall submit evidence of the firm's ability to perform the work, as indicated by profiles of the principals and a description of the staff's professional and technical competence for those principals and staff members who will be involved in the work requested herein. Respondent shall submit, the resumes of the principals detailing each individual's education, technical training and work experience. Respondent's

proposal shall include the following information: (1) the name of the firm, (2) a description of the primary area of expertise of the firm, (3) the names of the firm's principal(s), (4) the address, telephone number and names of individuals to be contacted (5) the size of the enterprise, (6) all of the firm's registration/license number(s) in Illinois, (7) the length of time the firm has worked in its area of expertise generally, and in Illinois if different for a different length of time, and (8) the firm may submit a general brochure of their work.

#### D. Approach/Work Plan

The Respondent must provide a narrative describing its approach to the Statement of Work including, but not limited to, project management systems to be utilized, plans for effective communications including reporting tools, timeline, and specific approaches to technical problems that may lead to cost savings for CHA. At a minimum, Respondents should address the information outlined below:

- 1. The Respondent shall clearly articulate in the work plan how it will provide the required Services as outlined in the Statement of Work. Joint ventures shall clearly identify in the work plan the roles and responsibilities of each party to the joint venture.
- 2. The Respondent shall demonstrate in the approach/work plan that it understands the Statement of Work and all tasks required to perform the Statement of Work.
- 3. The Respondent shall demonstrate in the work plan its plan to integrate CHA staff into its overall strategy to perform the Scope of Services.

#### E. Work History with CHA and other Local Public Agencies

Respondent must list and briefly describe any past work history with CHA and other Local Public Agencies, including the specific project worked on or the specific products delivered to CHA. The project descriptions shall include, at a minimum, the scope of work performed, the location, dollar value, and list the Respondent's key personnel on the project. For each project listed, the Respondent shall provide the client's name, the contact person and their title, address and phone number. Indicate **N/A** if Respondent does not have any work history with CHA and other Local Public Agencies.

#### F. Past Performance

The Respondent must provide a minimum of three (3) and a maximum of ten (10) project descriptions that best demonstrate the Respondent's ability to perform the work outlined in the Scope of Services including work performed for CHA as one of the projects identified. The Respondent shall include a maximum one-page narrative for each project description to address, at a minimum, the following:

- 1. The scope of work performed, the location, dollar value (awarded versus received or reimbursed), the cost per participant, and list the Respondent's key personnel on the project.
- 2. Demonstrated success in previous and current work and how that work relates to success on this project.

- 3. Description of the qualitative and quantitative outcomes related to each project, whether or not they met the contract benchmarks, and if applicable, why the benchmarks were or were not achieved.
- 4. Demonstrated history of completing projects within the awarded budget and timeline of those projects.
- 5. Highlighted in each of the descriptions should be a summary of challenges encountered and how they were overcome.
- 6. Performance measures of the program's demonstrated ability to meet the indicators included in the proposal.

#### G. References

Proposers are required to provide at least three (3) references, excluding CHA, from within the past three (3) years for projects and areas of responsibility similar to those the Respondent desires to provide herein. Please include company name, contact person, mailing address, telephone number and email address. Please include a brief but detailed explanation of services provided and submit with your proposal. CHA will email any questions to the references included in your submission. Please inform your references that they will be contacted by CHA. (Attachment E)

#### H. <u>Organization Structure and Key Personnel</u>

- 1. The Respondent must provide the name and resume of the program executive that will be accountable for the CHA project. Key Personnel shall not be replaced without the prior written approval of CHA.
- 2. The Respondent must provide an organization/structure chart and include its key technical and consulting personnel who will be assigned to the CHA project team along with their resumes, tenure, professional designations and provide the following information including, but not limited to:
  - Detail concerning each primary team member working with the Respondent, as well as those working in a subcontracting capacity. List all current projects that each primary team member may be working on during the term of the Contract, and indicate which team member will have primary responsibility for the CHA account;
  - ii. Correlation of team members to the tasks each will be performing;
  - iii. Describe previous, related experiences and projects (preferably public housing); and
  - iv. If Respondent proposes staff to work on the CHA account who are not located in a Chicago area office (within 25 miles of the city), indicate their office location.
- 3. If a Respondent is planning to joint venture or subcontract with other companies, incorporate the relationship on the organization chart and provide letters of interest

from those firms, the names and credentials of their principals and key personnel, and include their resumes along with evidence of any required licenses. The Respondent should describe the roles and responsibilities of their subcontractors, including the key personnel as they relate to the Scope of Services for the RFP.

#### I. <u>Fee Proposal Form (refer to Attachment A)</u>

Respondent must complete the Fee Proposal Form in its entirety and return it with this RFP package (refer to Attachment A). The Respondent must provide a breakdown of all fees, per professional level, based upon an estimated 1300 hours per year of service for one-year base term, and, including any and all extension option years, if applicable, on the fee proposal forms.

#### J. Insurance Requirements

The Respondent must submit a current certificate of insurance in the form required by this RFP. At the time of contract award, the Selected Respondent shall be required to provide an updated certificate of insurance, and all required endorsements adding CHA and any other required party as an additional insured, meeting the CHA's minimum insurance requirements.

#### K. Joint Venture Agreement

Firms entering into a joint venture must submit a copy of its joint venture agreement and all required submittals must be signed by a principal of each joint venture partner including, but not limited to, subcontractors' information submittals, and MBE/WBE/DBE and Section 3 Utilization Plans. Indicate **N/A** if Respondent will not be part of a joint venture agreement.

#### L. Liens, Suits, Disputes, Defaults and Judgments

Respondents shall include a detailed description of any disputes they currently are involved in, as well as, a complete list of any lawsuits, disputes, defaults and judgments occurring within the last five (5) years, and all current liens, lawsuits, disputes, defaults, and judgments pending including Fair Housing claims, regulatory or tax credit violations. Indicate N/A if Respondent does not have any disputes, lawsuits, judgments, disputes, defaults or liens described above.

#### M. Audit Findings and Other Compliance Reports/Evaluations

Respondents shall submit to CHA's Department of Procurement and Contracts any third party reports or evaluations of Respondent's compliance with any applicable laws, rules, regulations, policies procedures, contract provisions, or requirements with respect to Respondent's performance of services similar in nature to those being solicited by this RFP in the past five years, including, but not limited to, any and all final findings made by an Office of the Inspector General ("OIG") or Internal Auditor (including those conducted by CHA's Inspector General and/or CHA's Internal Auditor) with respect to Respondent's performance of services, compliance with terms of a contract, findings in an Administrative or Internal Investigation, or any findings of failure to cooperate in an OIG inquiry or with Internal Auditors. Indicate N/A if Respondent does not have any findings described above.

#### N. <u>Debarment Statement</u>

Respondent shall submit a statement that the Respondent, its joint venture partner, if applicable, its subcontractors, vendors and staff are not debarred, suspended or otherwise prohibited from conducting business with any Federal, State or local agency.

#### O. Economic Disclosure Statement

Respondents must complete the attached economic disclosure statement and affidavit as referenced in the Attachments. The economic disclosure forms must be completed by the Respondent and all subcontractors in its entirety and notarized. Privately held firms and not-for-profit organizations must disclose the board of directors/corporate officers. All firms must disclose the percentage of ownership. Failure to provide complete ownership information may cause your response to be deemed non-responsive.

#### P. Financial Information

The Respondent/Financially Responsible Party shall demonstrate its financial responsibility by submitting the most recent two years of audited, reviewed or compiled financial statements prepared by a third party licensed Certified Public Accountant (CPA). Listed below are the minimum acceptable required documents based upon the amount of the procurement:

The Respondent must provide Financial Statements, which are compiled, reviewed and/or audited as defined below (which may be subject to different levels depending upon the Respondent's proposal and the projected contract value of the award), and which consist of:

- Accountant's Report
- o Balance Sheet (last 2 years)
- Income Statement (last 2 years)
- o Cash Flow Statement (last 2 years)
- Financial Statement Footnotes (if applicable)

For proposals or contracts awards valued at less than \$500,000, the Respondent must provide the IRS tax transcript.

For proposals or contract awards valued at less than \$1,000,000 the Respondent must provide complied financial statements.

For proposals or contract awards valued at less than \$2,500,000.00, the Respondent must provide reviewed financial statements.

For proposals or contract awards valued in excess of \$2,500,000.00, the Respondent must provide audited financial statements.

CHA will also evaluate the respondents based upon analysis of third-party reporting agencies, regulatory agencies, bureaus, etc., as it deems necessary to determine the financial adequacy of the respondent entity and confirm that the entity is in good financial standing with governmental agencies.

Other considerations in the evaluation of the financial condition of Respondents follow:

- Financial statements must be from a legal business entity (i.e., corporation, partnership, LLC, etc.). The entity name and address listed on the Financial Report should match the address on file with Dun & Bradstreet report in order for CHA to perform financial review.
- If respondent is not able to provide the Financials 6 months after their fiscal year end, respondents should provide the reason for delay or non-completion.
- Newly created entities (partnerships, LLC's, etc.) must provide financial statements from the entity's general partner and/or any other financially responsible entity that collectively can demonstrate the capability to complete the contract.
- Internally prepared business entity financial reports generated by the respondent will not be accepted.
- Personal financial statements or tax returns will not be accepted.
- CHA reserves the right to request Dun & Bradstreet reports in order to make an award determination. Vendors must provide the address on file with Dun & Bradstreet if it differs from the address listed on the proposal.
- CHA reserves the right to request additional information to complete the financial evaluation and review of any respondents.

#### Q. Diversity Goals

Respondent shall complete the required diversity requirements in its entirety and submit with their proposal. Refer to Article VIII for CHA's contract requirements. CHA values Diversity, Equity, and Inclusion. Respondents are required to answer the following questions as it relates to DEI.

- 1. What is your organization's strategy for DEI?
- 2. What is the racial ethnicity of your Board and staff? What percentage resides in Chicago?
- 3. Describe any opportunities for CHA residents including any internships, job shadowing, employment, or mentorships.

#### R. Vendor Submission Checklist

Refer to Attachment C for all required submittal requirements. The following documents are Exhibits to this RFP and can be found at <a href="https://www.thecha.org/doing-business">www.thecha.org/doing-business</a>:

- **A.** Contract Compliance Certification
- B. Letter of Intent-MWDBE and Section 3 Subs
- C. Subcontractor Information Submittal Form
- **D.** Waiver Request-M/W/DBE (If Applicable)
- E. Submittal Requirements Checklist
- F. Contractor's Affidavit
- **G.** Statement of Bidder's Qualification
- H. Economic Disclosure Statement
- **I.** HUD Form 5370-C
- J. Equal Opportunity Compliance Certificate

Proposals not containing all submittal requirements may be deemed Non-Responsive.

#### ARTICLE VI INSURANCE REQUIREMENTS

Prior to the commencement of this Agreement, Contractor shall procure and maintain at all times during the term of this Agreement insurance against claims for bodily injury or property damage which may arise from or in connection with services performed under this Agreement and from the negligent acts, omissions and errors of the Contractor, its officers, agents, representatives or employees. The insurance carriers used must be authorized to conduct business in the State of Illinois and shall have an A.M. Best rating of not less than A: VII.

#### **Minimum Coverage and Limit Requirements**

- 1. **Commercial General Liability**: General Liability Insurance on an occurrence basis with limits not less than \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 covering bodily injury and property damage. This coverage shall also include, but not be limited to, contractual liability, products and completed operations, personal and advertising injury.
- 2. Workers' Compensation and Employer's Liability: Coverage must be in accordance with the laws of the State of Illinois and include a waiver of subrogation in favor of Chicago Housing Authority.
  - Coverage A Statutory Limits
  - Coverage B Employers Liability \$500,000 bodily injury or disease each accident;
     each employee
- 3. **Auto Liability**: Required when any vehicles (owned, hired and/or non-owned) are used in connection with the Services to be performed, coverage limits of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage.
- 4. Professional Liability: Coverage is required when services are performed by licensed professionals and/or Scope involves performing any design, engineering, surveying, testing, or other professional services. Professional Liability insurance appropriate to the Contractor's profession shall provide coverage for the acts, errors, or omissions with a limit of not less than \$1,000,000 per claim or occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years following termination of Agreement. Based on the Scope of Work and at CHA's discretion, the coverage limit requirement may be increased. Contractor must agree to comply with such limit increase requirement.

#### Related Insurance Requirements

Prior to the issuing of the Notice to Proceed by the CHA, the Contractor shall submit a
Certificate of Insurance via an email to the CHA Procurement Specialist, evidencing
compliance with the insurance requirements set forth above. The Certificate of Insurance
evidencing the minimum coverages required herein shall be in force on the Effective Date

of the Contract and continuously throughout the duration. The required documentation must be received prior to the commencement of work under this Agreement.

2. It is understood and agreed to by the parties hereto that Chicago Housing Authority and others listed below shall be included as Additional Insureds on Contractor's liability policies, with the exception of Professional Liability and Employer's Liability and such insurance is primary to and will not seek contribution from any insurance, deductibles, self-insured retentions and/or self-insured programs available to Chicago Housing Authority.

Certificate Holder: Chicago Housing Authority

60 E Van Buren Chicago, IL 60605

Additional Insureds: Collectively referred to as the "Additional Insureds" shall include Chicago

Housing Authority, Chicago Housing Administration, LLC; and/or other Partnership, Limited Liability Company as established by CHA; its respective commissioners, board members, officers, directors, agents,

property management firms, agents, employees, invitees and visitors.

Primary Coverage: For any claims related to this Agreement, the Contractor's insurance

coverage shall be the primary policy. The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and shall not contribute

with insurance provided by the Contractor.

3. The required coverages evidenced on the Certificate of Insurance shall be in force on the Effective Date of the Contract and must be received prior to the commencement of work under this Agreement. Copies of the endorsement(s) adding the CHA to Contractor's policy as an additional insured are required upon request. Updated Certificates of Insurance are required for policies which renew during the term of this Agreement or extensions thereof. Under no circumstances shall the Contractor allow any required coverage to lapse, cancel or non-renew throughout the duration of the Agreement or extensions thereof.

- 4. At the CHA's option, non-compliance will result in (1) all payments due the Contractor being withheld until the Contractor has complied with the Agreement; or (2) the Contractor will be assessed Five Hundred Dollars (\$500.00) for every day of non-compliance; or (3) the Contractor will be immediately removed from the premises and the Agreement will be terminated for default. The receipt of any certificates does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.
- 5. The Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Authority from liabilities that might arise out of the performance of the work under this Agreement by the Contractors or its Subcontractors. Contractor shall assess

its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain sufficient insurance. If the Contractor maintains broader coverage and/or higher limits than the minimum requirements, CHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CHA.

- 6. The Contractor shall require all subcontractors to carry the insurance required and adhere to the same requirements and conditions as outlined above. In the event that Contractor utilizes subcontractors to perform any Services under the Agreement on its behalf, Contractor shall require and verify that such subcontractors maintain the minimum insurance required herein or as appropriate for the work being performed. Contractor shall ensure that CHA is included as an additional insured on subcontractor's liability insurance.
- 7. The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and <u>will not</u> contribute with insurance provided by the Contractor and/or any of its subcontractors.

#### ARTICLE VII EVALUATION PROCESS

Proposals will be scored on a (100) point scale by an evaluation committee scoring the technical criteria in accordance with the evaluation criteria set forth below, with CHA Diversity Goals scored by Compliance and Pricing scored by Procurement. Each Respondent must indicate its fees on the attached fee form. Fees must be reasonable and justifiable and must reflect the proposed approach/work plan, which is being evaluated under Article VII. CHA will make an award to the responsive and responsible Respondent whose proposal conforms to the solicitation and whose combined total score for price, compliance, technical factors and oral presentations provides the best value. Notwithstanding anything contained herein, CHA reserves the right to make an award based on any other relevant considerations and in the best interest of CHA. CHA reserves the right to perform site visits that may be included in the evaluation scoring.

CHA will utilize a ratio method for scoring proposed fees. With this method, the proposal with the lowest price receives the maximum points allowed (20 points). All other proposals will receive a percentage of the points available based on their price relationship to the lowest. This is determined by applying the following formula:

 $(A/B) \times C = D$ 

A—the lowest Respondent 's price.

B—the Respondent 's price being scored.

C—the maximum number of price points available. D—Respondent 's pricing score (points).

Lowest proposed price divided by the Respondent's price times the maximum points allowed.

**Example**: The lowest proposed price is \$100,000. The next lowest proposal price is \$125,000. The maximum point total available for price is 20 points. The proposal with the \$100,000 price

would receive 10 points (because it is the lowest of all proposals). Using the lowest proposal price as a base (or numerator), we would then divide the second lowest price by the first lowest price (denominator) and then multiply the result by the max point value (20) to determine the point value relative to the lowest price, as follows:

\$100,000/\$125,000 = 0.80 0.80 x 20 = 16 (points)

As such, the proposed price of \$125,000 would be awarded 16 points out of a maximum point value of 20.

Materials, information or explanations should be included in each Respondent's proposal, as required in Article V Submittal Requirements, and/or as otherwise necessary to allow the following evaluation criteria to be considered:

EVALUATION CRITERIA	MAXIMUM POINTS
<ul> <li>SPECIALIZED QUALIFICATIONS AND EXPERIENCE (TECHNICAL):         <ul> <li>Demonstrated capacity of the firm to perform all related tasks for assigned projects, including develop qualified team to accomplish tasks, supervise team members, and meet stated timelines, dollar budget, and present timely final reports to the Finance and Audit Committee. (25 Points)</li> </ul> </li> <li>The Respondent demonstrates that it meets all of the requirements and qualifications as outlined (e.g. years providing similar services, equipment, and staff capacity) to complete the Statement of Work. (20 Points)</li> </ul>	45
<ul> <li>APPROACH AND WORK PLAN (TECHNICAL):         <ul> <li>Provided a narrative describing its approach to the Statement of Work including, but not limited to, project management systems to be utilized, plans for effective communications including reporting tools, timeline, and specific approaches to technical problems that may lead to cost savings for CHA. (10 Points)</li> </ul> </li> <li>Approach to providing best practices and innovative solutions for areas identified in Scope of Services. (5 Points)</li> </ul>	15
<ul> <li>ORGANIZATION STRUCTURE AND KEY PERSONNEL (TECHNICAL):         <ul> <li>Submit chronological resumes or corporate personnel profiles with past experience for each of the key technical personnel and key support personnel committed to the project(s), and statement regarding their local availability. Include Project Manager(s). Resumes must describe previous related experience. Professional qualifications and specialized experience of Key Personnel and Key Support Personnel. (5 Points)</li> </ul> </li> <li>The professional qualifications and experience of the firm(s)'s key personnel necessary for the satisfactory performance of the proposed</li> </ul>	10

professional services. Tenure of the assigned personnel, professional designations, and qualifications to perform the proposed services.  (5 Points)	
Diversity and Inclusion Goals:	
<ul> <li>Demonstrated understanding and quality of CHA's diversity goals, including MWD/BE, Section 3 goals and Diversity and Inclusion Responses (10 Points)</li> </ul>	10
PROPOSED FEES	
<ul> <li>Respondent's overall proposed fee for Internal Audit Services as outlined within the statement of work. (20 Points)</li> </ul>	20
TOTAL COMBINED POINTS for TECHNICAL, MBE/WBE/DBE, SECTION 3 PLAN and PROPOSED FEES	100

After the evaluation committee has evaluated and scored the Respondents' proposals, the MBE/WBE/DBE and Section 3 Business Utilization Plans and the proposed fees have been evaluated and scored, CHA's Contracting Officer shall establish the competitive range. If deemed necessary for the purpose of efficiency and economy, CHA has the right to limit the number of Respondents in the competitive range. Respondents within the competitive range will be notified and unless otherwise indicated, will be required to participate in presentations/discussions with CHA. CHA may also require further information or clarification from the Respondents in the competitive range regarding their proposals prior to the presentations/discussions.

CHA, however, reserves the right to make its decision to award a contract based solely on the written submitted Proposals without any requests for presentations, formal interviews, negotiations or further discussions.

The objective of the presentations/discussions is to answer questions, clarify issues, and/or provide additional information regarding a Respondent's proposal and negotiate. Presentations will be evaluated according to the criteria established by the evaluation committee. Respondents in the competitive range will be scored on a maximum 30-point scale. The resulting points will be added to their written proposal scores for a total score.

ORAL PRESENTATION EVALUATION CRITERIA	MAXIMUM POINTS
TOTAL ORAL PRESENTATION POINTS	30

Following the presentations, the evaluation committee members will evaluate and summarize their findings for each firm that participates in the presentations, and the evaluation committee will submit scores to Procurement. CHA will make an award to the responsive and responsible Respondent(s) whose proposal conforms to the solicitation requirements and whose combined total score for price, compliance, technical factors and oral presentations provides the best value to CHA. Notwithstanding anything contained herein, CHA reserves the right to make an award based on any other relevant considerations and in the best interest of CHA.

CHA reserves the right to reject any and all proposals and reserves the right to secure services solicited by this RFP by means of a non-competitive proposal process in accordance with §2 CFR 200.320 (c) or to re-solicit competitive proposals.

#### ARTICLE VIII DIVERSITY AND INCLUSION GOALS

In its procurement of goods and services, CHA seeks relationships with vendors who share our values for inclusive and equitable contracting opportunities. CHA values contract diversity and is committed to strengthening workforce development and economic opportunities for low-income workers, and Minority, Women, and Disadvantaged Business, including Section 3 Businesses.

#### 1. Summary of Contract Requirements

Type of Contract	M/W/DBE	Section 3 (Labor Hours)	S3 Business subcontracting (> \$250,000)	Davis Bacon
Construction	Yes	Yes	Yes	Yes
Professional Service (licensure required)	Yes	No	Yes	No
Professional Service (non- licensure required)	Yes	Yes	Yes	No
Professional Services (direct services to residents)	Yes	Yes	No	No
Material & Supply	Yes	No	Yes	No

<sup>\*</sup> if not self-performing

#### **Minimum Thresholds for Contract Diversity:**

#### Minority/Women/Disadvantaged Business Enterprises (M/W/DBEs)

Certified Minority, Women, and Disadvantaged Business Enterprises (M/W/DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Vendors and their subcontractors or suppliers must take all necessary and reasonable steps to ensure that M/W/DBEs have the maximum opportunity to compete for and perform contracts financed in whole or in part by federal funds. CHA establishes minimum **thresholds** for all contracts over \$50,001 The percentage is required for the entire project amount and not limited to CHA's funding. Vendors unable to meet the threshold requirement may propose indirect participation subject to CHA's written approval.

**Section 3 Business Subcontracting –** For contracts >\$250,000, vendors are required to subcontract to Section 3 Businesses, unless self-performing. CHA establishes minimum thresholds. To locate a Section 3 Business visit the <a href="Workforce Opportunity Resource Center">Workforce Opportunity Resource Center</a> (WORC) site. Professional Services that directly provide support services for CHA residents are

not required to sub-contract to Section 3 Businesses but are encouraged to sub-contract when feasible. Vendors unable to meet the threshold requirement may propose indirect participation subject to CHA's written approval. These may include, but are not limited to mentorship programs, internships, training, and employment opportunities for non-CHA funded projects, or payment into CHA's Workforce & Education Fund.

#### **Section 3 Labor Hours**

CHA supports HUD's Section 3 requirement which counts labor hours. All applicable contracts **require at least 25% of the labor hours** performed on a project are done so with Section 3 workers and businesses, of which 5% of those hours must be performed by Targeted Section 3 workers (i.e. CHA residents and HCV participants). Vendors will report these hours via B2Gnow and/or LCP tracker or through required affidavits based on the contract type (HUD Section 3 24 CFR part 75).

#### **Davis Bacon and Minimum Wage Requirements:**

The Davis-Bacon & Related Acts apply to construction contracts over **\$2,000** and ensures that all construction employees are paid under the US Department of Labor's wage decision. Union contractors must ensure that Davis-Bacon wages are met, in accordance with the contract.

All CHA contracts must comply with the current local Minimum Wage requirement. The Minimum Wage Requirements shall be specifically incorporated as a contractual requirement in any award and agreement resulting from this solicitation for any of the Selected Respondent's covered employees. The Respondent must consider the Minimum Wage Requirement in determining its fees for services to be performed or provided by the Respondent under its fee proposal and other submittals. Note that Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) preempt any conflicting State prevailing wage rate or the Minimum Wage Requirement when the State prevailing wage rate or the Minimum Wage Requirement is higher than the Federally imposed wage rate (24 CFR 965).

The following chart indicates the goals set by CHA for each type of contract.

#### **Minimum Thresholds**

Type of Contract	Contract Amount	MBE/WBE/DBE Participation	Section 3 Business Subcontracting (>\$250,000)	Section 3 Labor Hours (25% of which 5% is through CHA resident hires)***
Construction	\$50,001+	30%	10%	25%
Supply & Delivery	\$50,001 +	20%	3%*	N/A
Professional Services	\$50,001 +	20%	3%**	25%

<sup>\*</sup>Or indirect \*\*excludes direct support service providers \*\*\* Required regardless of contract amount

#### 1. Utilization Plan:

This chart is a list of items needed to evaluate a full utilization Plan (UP). All respondents to CHA solicitations must submit a UP which enables CHA to evaluate how they will fulfill contract requirements.

Document Name	To be Completed By	Details
Utilization Plan (UP) M/W/DBE and Section 3 Businesses	Prime Contractor	This Excel worksheet will include all M/W/DBE and Section 3 Businesses subcontracting as well as proposed indirect, etc.
Letter of Intent	Each M/W/DBE and Section 3 subcontractor listed on the UP including a self- performing Prime Contractor	If a Prime is a M/W/DBE and they are self-performing, they must submit a Letter of Intent. A Letter of Intent for each sub-contractor that is MWD/BE or Section 3 Business must also be submitted. The information outlined in the UP must correspond with the Letters.
Letter of M/W/DBE Certification	Each M/W/DBE listed on UP, including a self- performing Prime Contractor	This form must be submitted with every UP and Letter of Intent and include current certification letters. Applications are not accepted.
Waiver Request- M/W/DBE	Prime Contractor	This form is only to be used if a vendor cannot meet their subcontracting requirements and all good-faith efforts, including indirect participation, have been exhausted. The form must include (1) the scope of work and (2) the reason the Prime cannot meet the commitments outlined.
Other Economic Opportunities (OEO)	Prime Contractor	If vendor is unable to subcontract to a Section 3 Business in full or in part they will need to propose indirect participation through the OEO section on the UP, or make commensurate payment upfront into the Workforce and Education Fund, subject to approval by CHA.
Contract Compliance Certification	Prime Contractor	Acknowledgment by the Vendor of their understanding of the CHA's diversity and inclusion contract requirements.

#### 2. Reporting Requirements:

Contract Requirement	System	Details
Construction Contracts	LCP tracker	Certified Payroll Reports must be entered into LCP tracker weekly. This system also tracks compliance with Davis Bacon and Section 3 hours.

#### Additional Information:

- (a) COUNTING M/W/DBE AND SECTION 3 BUSINESS (S3B) CREDIT: A business that is both self-identified /certified as a Section 3 Business and certified as a M/W/DBE will count towards subcontracting requirements for both the M/W/DBE and Section 3 sub-contracting requirements.
- (b) PROVIDING OPPORTUNITIES TO SECTION 3 WORKERS: In accordance with 24 CFR part 75.9, Prime and sub-contractors (including Section 3 Businesses) on CHA/HUD-funded contracts must ensure that Section 3 workers are provided economic opportunities with the following preference when applicable: a) residents of the project where the assistance is being provided; b) residents of other public housing or Section 8; c) Youthbuild participants; and d) resident of the metropolitan area.
- (c) SUBSTITUTION/REMOVAL OF SUBCONTRACTOR: A prime contractor that needs to remove or substitute a subcontractor on its approved utilization plan must submit a written request for the removal or substitution of the subcontractor concerned. Only when Department of Procurement and Contracts (DPC) approves such a request in writing can the removal or substitution of the subcontractor be done by the prime contractor. Under no circumstance should a prime contractor unilaterally remove or substitute a subcontractor on its CHA/HUD-funded contract without prior approval by DPC.

#### **Definitions**

Section 3 Business are defined a business that either is a) 51% owned by public housing or housing choice voucher participant(s); b) 51% owned by a low-income person(s); or c) 75% of the labor hours are performed by low-income workers.

Davis-Bacon and Related Acts directs the US Depart of Labor to determine prevailing wage for construction projects.

Indirect Participation refers to the value of payments made to MWD/BE firms for work that is done outside of the proposed project or commensurate value to S3 Business or CHA residents/participants in other economic opportunities.

Additional information on CHA's contract requirements and forms can be found at <a href="https://www.thecha.org/doing-business">www.thecha.org/doing-business</a>.

#### ARTICLE IX STANDARD PROFESSIONAL SERVICES AGREEMENT

Upon the award of a contract, the Selected Respondent(s) will execute CHA's Professional Services Agreement in substantially the same form with the same terms and conditions as set forth in the attached Agreement. A Respondent shall include, as part of its cover letter for its proposal to CHA, an acknowledgement that it has read, understands and accepts the terms and conditions of the Agreement. If there are any terms and conditions to which the Respondent has objections, such objections and the specific section numbers must be noted in the cover letter. The Respondent's proposed alternative language, if any, must be included as an attachment to the cover letter and such requests for revisions will be taken into consideration when determining a Respondent's responsiveness to the RFP. A Respondent who fails to provide objections and propose alternative language shall waive its right to subsequently object to any terms of the agreement if awarded a contract by CHA (refer to Attachment D).

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#### ARTICLE X EXECUTIVE SUMMARY FORM

- A. The undersigned, hereby acknowledges having received a full set of the Request for Proposal (RFP) Event # 3226.
- B. The undersigned proposes, in accordance with all terms of the contract documents of which this proposal is a part, to perform all services in accordance with the terms and conditions specified herein. The proposer also agrees that this proposal to offer services to CHA will remain in effect for one hundred eighty (180) days from the date on which proposals are due unless a written letter of withdrawal is submitted to CHA Contracting Officer prior to the award of the contract.
- C. All prices quoted herein shall remain firm for the period of this contract and shall not increase during the initial term of the contract.D. Company's Name:

Company's Name:	
Address:	
City, State, Zip Code:	
I do solemnly declare and affirm under penalty of perjulorgoing documents are true and correct, and that I am to commit to this proposal.	
Name of Preparer (print)	Title
Signature	Date
Attesting Signer's name (required for corporations)	Title
Attesting Signature (required for corporations)	Title
Contact Person's Name and Title	
Telephone Number	Fax Number
Email Address	

Note: Executive Summary Sheet must be completed, or Proposal may be deemed non-responsive. Rubber-stamped or typed signatures will disqualify your proposal

#### **ATTACHMENT B**

# LETTER OF INTENT TO SUBMIT A PROPOSAL REQUEST FOR PROPOSALS (RFP) EVENT # 3226 INTERNAL AUDIT SERVICES INTERNAL AUDIT

l,	,	the undersigned	l being a duly
authorized official of _			hereby
acknowledges receipt of the a	above referenced RFP o	ffering and certify	the intent of this
firm to submit a Proposal in re	esponse to the Request.		
**********	*********	*******	*******
PLEASE EXECUTE AND SUBM	MIT THIS FORM THE SUF	PPLIER PORTAL AT	Г
HTTPS://SUPPLIER.THECHA.C	ORG. NO LATER THAN V	Vednesday, May 24	, 2023 BY 11:00
AM, CST.			
***********	*********	**********	*******
FIRM'S NAME:			
ADDRESS:			
CITY:	STATE:	ZIPCODE:	
TELEPHONE:	WEBSITE	i	
PRINCIPAL CONTACT:		TITLE:	
SIGNATURE:		DATE:	
DIRECT PHONE:	EMAIL:		