



**CHICAGO HOUSING AUTHORITY (“CHA”)
REQUEST FOR PROPOSAL (“RFP”) EVENT NO. 3245 (2024)
for
RENT REASONABLENESS AND PROPERTY LISTING SERVICES**

**Required for use by
[User Department Name]**
ISSUED ON: FRIDAY, April 12, 2024
ISSUED BY: DEPARTMENT OF PROCUREMENT AND CONTRACTS

PROPOSALS DEADLINE:
MONDAY, May 13, 2024 at 4:00 P.M., CST

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: _____

This selection process is unique to the Scope of Work described herein and notwithstanding any other proposal, qualification or bid requests provided by the Chicago Housing Authority. Proposers must comply with the requirements as defined in this RFP.

Tracey Scott
Chief Executive Officer

Sheila Johnson
Deputy Chief Procurement

www.thecha.org

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KEY INFORMATION

- 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).

Robert Thompson, Procurement Specialist

Chicago Housing Authority
Department of Procurement and Contracts
60 East Van Buren Street, 8th Floor
Chicago, Illinois 60605
Phone: (312) 913-7032
E-mail: rthompson@thecha.org

Responses shall be submitted via the Supplier Portal at <https://supplier.thecha.org> no later than **Monday, May 13, 2024, at 4:00 PM CST.**

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

An **in-person** pre-proposal conference is scheduled for **Monday, April 22, 2024**, at 11:00 a.m. CST to discuss the scope of services and the CHA diversity and inclusion requirements. The meeting address is 60 E. Van Buren Conference Rooms 736A-C. In order to participate onsite, you will need to **RSVP by Friday, April 19, 2024 at 12:00 PM, CST** with Patricia Rodriguez via email at prodriquez@thecha.org. Please submit your Company Name, Your Name and email address confirming reservation.

The Letter of Intent to Submit a Proposal, Attachment B, is due, **Friday, April 26, 2024 at 11:00 AM CST.** The Letter of Intent to Submit a Proposal, Attachment B must be submitted via the Supplier Portal at <https://supplier.thecha.org>.

If you do not intend to submit a proposal in response to this RFP, please submit via the Supplier Portal at <https://supplier.thecha.org>, 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 <https://supplier.thecha.org>. no later than **Monday, April 29, 2024 by 10:00 AM, CST.**

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

Note: There is no 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

CHA is the third largest public housing authority in the nation and the largest single owner of rental housing in Chicago. Through its public housing and voucher programs, CHA serves 135,000 people in almost 65,000 households across all 77 of Chicago's community areas. CHA's mission is to create and sustain strong communities where seniors thrive and everyone can unlock their economic power, ensuring that every neighborhood in Chicago has quality affordable housing and everyone feels welcome.

In its procurement of its good and services, CHA seeks relationships with vendors who share our values for inclusive and equitable contracting opportunities. CHA strives to be fair, transparent, and practical, and works to optimize the use of public funds through purchasing decisions. For more information, visit www.thecha.org.

ARTICLE II INTENT AND PURPOSE

CHA requires the professional services of a vendor to provide an integrated online tool that manages property listings and has the ability to perform "rent reasonableness" comparisons for properties that will be leased through the CHA tenant and property-based subsidy programs.

CHA anticipates it will award a firm fixed price contract for a base period of two (2) year(s) and reserves the right to extend the Contract, at its sole discretion, for three (3), one (1) year options. 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 Federal Government of 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.

Project Background

The CHA's Housing Choice Voucher (HCV) Program serves over 47,000 families and approximately 13,000 property owners annually. CHA is among industry leaders embracing the flexibilities of the MTW demonstration program to introduce innovation that simplifies the administration and management of the HCV Program.

1. Rent Reasonableness Comparability

Public Housing Authorities (PHAs) must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment. Moreover, this process is also required when there is a 10% decrease in the published Fair Market Rents (FMR) in effect 60 days before the contract anniversary as compared with the FMR in effect 1 year before the contract anniversary. The rent reasonableness determination process ensures that rents charged by owners to HCV participants are in line with rents for similar units in the area. This determination involves two comparisons:

- a) First, the PHA must compare the rent for the voucher unit to rents for similar unassisted units in the marketplace.
- b) Second, the PHA must compare the rent to rents for similar unassisted units on the premises, or in a determined radius.

In determining comparability, the PHA must consider:

- Location, quality, size, unit type, age of the contract unit, amenities, housing services, maintenance, and utilities the owner must provide under the lease.
- The existence of any accessibility features; and take into consideration relevant market data and activity.

Ensuring that HCV rents remain reasonable is critical for effective and economical program operation. Where a PHA approves program rents that are inappropriately high, HCV costs are driven up and limited HCV housing subsidies are wasted. In addition, this can potentially cause artificially inflated rents in areas with high voucher saturation and have adverse impacts on the community as a whole. CHA is interested in features that look for anomalies in order to prevent fraud. Conversely, where a PHA restricts program rents to inappropriately low levels, owner participation may be discouraged, especially in Mobility Areas, leading to limited choices for voucher households.

PHAs must determine rent reasonableness at the following four instances:

- a) **Before entering into a Housing Assistance Payment (HAP) contract.** The PHA must not execute a HAP contract until it has documented that the charged rent is reasonable.
- b) **Before any increase in the rent to owner.** Before the PHA may approve any rent increase to the owner, the PHA must determine and document whether the proposed rent is reasonable compared to similar units in the marketplace and not higher than those paid by unassisted tenants on the premises or within a defined radius.
- c) **If there is a 10 percent (10%) decrease in the published HUD Fair Market Rent (FMR) (for the unit size rented by the family) in effect 60 days before the contract anniversary date as compared with the FMR in effect one year before the contract anniversary date.** This provision is designed to ensure that when the market goes down by a significant amount the PHA must reexamine rent reasonableness at the request of a rent increase or at contract anniversary date, even if the owner does not propose a rent increase.
- d) **If directed by HUD.** If HUD has reason to question the PHA's system or the accuracy of the determinations, it may require the PHA to conduct rent reasonableness reviews on all or a portion of its units.

2. Property Listings

Ensuring that voucher holders locate appropriate housing as quickly as possible is important to the success of the HCV program. Additionally, PHAs are charged by HUD to proactively create and expand housing opportunities and mobility for very low-income families. To assist with these challenges, most PHAs maintain listings of interested landlords and their rental properties. The listings are made available to HCV applicants and participants.

ARTICLE III STATEMENT OF WORK/SCOPE OF SERVICES

The Selected Respondent shall provide services including, but not limited to, providing 1) a web-based tool to conduct rent reasonableness determinations, 2) an online searchable property listing service that is customizable and designed to meet the needs of the Housing Choice Voucher property owners and participants and 3) an interface/integration that enables CHA users to perform rent reasonableness assessments and obtain the results in Yardi Voyager 7S.

The Selected Respondent will collect and maintain a robust database of unassisted comparable market units and rent data to perform rent reasonableness and determine the market value of a unit. The Selected Respondent will have the ongoing responsibility to collect and maintain a large enough sample of comparable units and enough unit-specific data (e.g. unit age, location, condition, market area, structure type, and building and neighborhood amenities) to ensure that the rent reasonableness determinations are accurate. Potential data sources may include public records, the multiple listing service (MLS), appropriate market surveys, owners, web-based real estate data sources (rent.com, apartment.com, Zillow, etc.), property owner submitted units, and any other source determined to be reliable, verifiable and documentable. The rent reasonableness process will make appropriate rental rate adjustments for rental concessions (if applicable), utility responsibilities, and other amenities. The respondent will update this data ongoing to assure current information is being provided.

1. Rent Reasonableness - Establishing Comparability

- A. **Factors to Consider** –HUD regulation [24 CFR 982.507(b)] requires housing authorities to take into consideration the factors listed below when determining rent comparability. The tool shall utilize these factors to make upward or downward adjustments to the rents of comparable units when the comparable units are not identical to the HCV subject unit.
- Location and age of unit
 - Size, including the number of bedrooms and bathrooms and square footage of unit
 - Structure type (e.g., single family, duplex, low-rise, high-rise)
 - Quality or condition of the unit including the original construction and improvements made
 - Amenities, housing services, and maintenance
- B. **Rents Charged for Other Units on the Premises** - The Request for Tenancy Approval (HUD-52517 form) requires owners to provide information about the rent charged for other unassisted comparable units on the premises. In the case of a participant moving into a multifamily property, CHA will only consider units leased within the past year in determining the rents that the owner is charging for comparable unassisted units. In many cases, CHA may have comparable unit data provided by owners; the respondent must be able to populate that comparable data to the rent determination comparable unit database/tool.

The Respondents will provide an efficient, accurate, and consistent method for comparing units and documenting rent reasonableness determinations.

2. Property Listing Service [Housing Locator]

The Selected Respondent shall provide and maintain an online property listing service database, integrated with the CHA website, www.thecha.org. The listings should allow owners to widely share information about their units for prospective renters and include features such as: interactive maps, unit photos, satellite images, and nearby points of interest to assist searchers in finding quality housing and neighborhoods. The tool must be accessible and

mobile responsive through the CHA webpage and have CHA branding. It should have web accessibility standards included to ensure it is compatible with assistive technologies. It should follow the most current Web Content Accessibility Guidelines (WCAG) to reach and be accessible to the widest possible audience with emphasis on mobile-first and user-centered design principles.

As described, the Selected Respondent shall provide a tool that will allow a prospective renter to enjoy the benefit of instant access to search for listings that match specified criteria, beyond price and location. Searchable features should vary and include, but not be limited to:

- Location
- Neighborhood
- Bedroom Size
- Rent Ranges
- Housing Types
- Utilities paid by Owner/Tenant Amenities
- Mobility Area Identifier
- Accessible features in unit. Including but not limited to the following:
 - Accessible Parking Nearby/Close to accessible Public Transportation
 - Automatic Entry Door
 - Flat/No-Step Entry/Ramped Entry
 - Accessible Elevator
 - Unit on First Floor
 - Doorways 32' or wider
 - Lever-style door handles
 - Low Counters
 - ADA Compliant Appliances
 - Low Vanity
 - Roll in Shower
 - Lowered/Raised Toilet
 - Grab Bars/Reinforced for Grab Bars
 - "T" Turn or 60" Turning Circle in Bathroom
 - Accessible Laundry
 - Accessible Flooring
 - Visual Alarms

A. Mobility Area Identifier:

CHA requires an identifier for the Mobility Area units/properties available. A CHA Mobility Area is defined as a Chicago community area with 20 percent or fewer of its families with income below the poverty level and a below median reported violent crime count (normalized by the community area's total population). Some community areas with improving poverty and violent crime rates along with significant job clusters are also designated as Mobility Areas.

In addition, an identifier should be displayed that can easily identify units that have accessibility features.

B. Comparable Units Requirements:

HUD requires that subsidized units are not included in determining rent reasonableness. The tool the Selected Respondent provides shall not include subsidized units, including units currently occupied by CHA voucher holders.

The tool the Selected Respondent provides will identify false, incomplete, and unreliable listings.

3. Interfacing/Integration with Yardi.

The CHA and its vendors use the Yardi Voyager 7S for both the HCV program and the public housing program. The Selected Respondent should provide a feature that is either an interface, such as APIs, for data exchange between the tool and Yardi system, or a full integration that seamlessly incorporates rent reasonableness analysis functionality into Yardi system, enabling CHA staff and its vendors to perform assessments directly within Yardi system.

Project Deliverables and Services:

The Selected Respondent(s) shall perform all services and project deliverables required to complete the project that should consist of, at a minimum, the following:

- A. Customer Support Call Center:** Provide an accessible bilingual call center providing full support to all website functionalities. Property owners' support may require assistance to add available unit listings, update existing unit information, navigating the website, and upload information regarding the comparable data units. Tenant support may include assistance in learning how to use the property search tool, assistance navigating the website, special housing needs, and other housing related questions.
- B. Maintain Comparable Data:** In order to maintain the accuracy and integrity of the listings, the data must be easily verified, updated, or removed in a timely manner through a process determined by the respondent.
- C. Discovery & Analysis**
 - a. Conduct discovery and analysis to thoroughly understand the current environment, stakeholder needs, system requirements
 - b. Gather detailed information to identify key requirements
 - c. Deliver a detailed Requirements Documentation that outlines all functional and non-functional requirements to meet the business requirements
 - d. Perform technical analysis to determine the best architectural and technological solution
 - e. Design the application architecture, including database schemas, system interfaces, and user interfaces
- D. Development**
 - a. Develop front-end and back-end components, ensuring they meet functional and non-functional requirements
 - b. Implement the application based on the design specifications, using agile methodologies for iterative development
 - c. Integrate the application with existing Yardi system and other third-party services as required
- E. Testing**
 - a. Conduct comprehensive testing, including unit, integration, system, and user acceptance testing (UAT) to ensure the application meets all requirements.

- b. Fix any issues identified during the testing phases.
- c. The vendor will provide a detailed test plan for the new application and review with the CHA key stakeholders. Once reviewed and refined together, test plans will be added to the project plan to track to completion.
- d. Facilitate the User Acceptance Testing (“UAT”) to ensure the new applications are functioning properly and all data was properly migrated

F. Training & Knowledge Transfer

- a. Develop user manuals and system documentation
- b. The Selected Respondent must provide a staff training, user guide or power point presentation on how to use the product for staff, Owners, and prospective Tenants.
- c. Provide a minimum of at least four (4) onsite or webinar trainings outlining use and function of the product throughout the term of the contract upon request by the CHA.
- d. Provide any additional training if upgrades or modifications are implemented to the services provided throughout the term of the contract.
- e. Provide training to the site administrators of the new application
- f. Provide knowledge transfer and documentation to ITS to maintain and support.

G. Deployment & Final Preparation, Go-Live/Cutover Plan

- a. The overall project plan will include a detailed Cutover Plan, which will contain a complete sequence of events required at the time of cutover.
- b. This should include systematic procedures for both systems and business processes to transition from our current system.
- c. Prepare the production environment and deploy the application.
- d. Conduct final testing in the production environment to ensure proper deployment.

H. Reporting: The Selected Respondent must provide a tool that will provide out of the box and customized reporting which will include, but not be limited to:

- a. Total Listings: Number of listings in database and those added/deleted/modified during a specified time period
- b. Total Units: Number of units represented by each listing in database and those added/deleted/modified during a specified time period
- c. Available Units/Listings: Available unit/property listing searchable online during a specified time period
- d. Total Owners: Number of Owners listing units/properties in the market area
- e. Unit Status: Available, Rented, Removed/Disabled
- f. Total by Unit Category: Mobility Area, Accessible/Features, etc.
- g. Search and Visitor Totals: To indicate countable searches performed and visits within a given time period
- h. A Rent Reasonableness Report/Certification: Showing the comparable process and document is printable so it may be kept in the tenant file and available for audits.
- i. A report, preferably exportable to Excel that contains information for all rent reasonableness certifications created with various data, including address of subject unit, requested rent, and market value.
- j. Back End Dashboard: The ability to review historical rent reasonableness determinations for program tracking and quality control. Needed to conduct extensive analysis of requested and approved rents to make policy and procedural improvements as necessary.

Additionally, the respondent would also allow CHA to view comparable units used to determine rent reasonableness.

I. Post-Production, Maintenance & Support

- a. Offer ongoing maintenance and support services post-deployment.
- b. Implement updates and enhancements as needed.

Project Planning and Management:

- A. Oversee and direct the project tasks and activities, risks and issues, communications, deliverables within the defined scope, timeline, project plan, quality of implementation for product, project, and budget.
- B. Establish a project charter that includes scope, project resources, roles, responsibilities, key deliverables, success criteria, etc.
- C. Create and maintain a detailed project plan identifying tasks to ensure a successful project implementation and monitor progress against the plan.

Prompt Response Time: The Selected Respondent must provide CHA with the requested rent determination comparable data in a timely manner, preferably immediately but, no longer than 5 minutes.

Technical Support: The Selected Respondent must provide CHA personnel with customer service and technical support during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) throughout the contract term.

The Selected Respondent must be able to provide, at minimum, all requirements described above. Respondents must provide the CHA with quotes for the services described above separate from any additional or upgraded services being offered to the CHA, unless those additional or upgraded services are part of a packet with no additional cost to the CHA.

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 **date and time** 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: <https://supplier.thecha.org>, 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 <https://supplier.thecha.org> 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 no 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 than 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

1. 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.
2. 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.
3. Respondent's proposal shall include the following information: (1) the legal 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 numbers(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

Respondent must provide a narrative describing its approach to the Scope of Services and Statement of Work including, but not limited to, project management systems to be utilized, plans for effective communications including reporting tools, and specific approaches to technical problems that may lead to cost savings for the CHA.

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. The Property Listing Tool described in the RFP should include at a minimum:
 - a. Introduction to the Property Listing Tool – discuss the tools objective, why is it important to the project, and when completed, what the end state will be
 - b. Tasks – identification of the specific work effort(s) that need to be completed to reach the end state
 - c. Roles – by task, or logical grouping of tasks, identify the skill set (or position) needed
 - d. Responsibility – by task, determine if the work is to be carried out by: a) the Vendor, b) the CHA, or c) is shared
 - e. Deliverables - by task, logical grouping of tasks and/or by Property Listing, the tangible outcomes of the work
 - f. Assumptions – identify what is taken for granted as of this time
 - g. Risks – identify the areas of concern at this time
 - h. Timeframe – identify the amount of time needed to complete

NOTE: Identification of responsibilities, assumptions, risks, and deliverables will remain iterative as the SOW versions progress, until finalization during the last iteration.

2. The Respondent shall demonstrate in the work plan that it understands the Scope of Services and all tasks required to perform the Scope of Services.
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 five (5) 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. Organization Structure and Key Personnel

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 and provide the following information including, but not limited to:
 - i. 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. Fee Proposal Form (refer to Attachment A)

Respondent must complete the Fee Proposal Form in its entirety and return it with this RFP package (refer to Attachment A).

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. Debarment Statement

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 (Exhibit I)

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
- Balance Sheet (last 2 years)
- Income Statement (last 2 years)
- 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

CHA values diversity, equity and inclusion and seeks vendors with similar share values. Refer to Article VIII for CHA's Contract Requirements for additional detail. To enable CHA to assess this alignment, Respondent should answer the following questions and submit with their proposal (Limit responses to no more than 2 pages). **Any responses that exceed this page limit will not be considered as responsive.**

1. What is your organization's strategy for DEI?
2. What is the racial ethnicity of your Board and staff? What percentage resides 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 www.thecha.org/doing-business:

- 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. EEOC Certificate
- G. Contractor's Affidavit
- H. Statement of Bidder's Qualification
- I. Economic Disclosure Statement
- J. HUD Form 5370-C

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

ARTICLE VI INSURANCE REQUIREMENTS

Insurance is applicable to All Contracts as approved by CHA Risk Management.

The Contractor shall furnish the Chicago Housing Authority (CHA) with satisfactory evidence (subject to approval from CHA) that it has the following insurance coverage(s). When indicated below, * coverages are required of any vendor delivering equipment, accessing the building, installing/repairing equipment in CHA offices.

- (a) **Technology E & O/ Cyber Liability** – When any technology related service, including programming, storage of data, licensing of software, other professional consultant performed work in connection

with the Contract, Technology Errors & Omissions or Cyber Liability Insurance covering acts, errors, or omissions shall be maintained with the limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under the Contract. A claim-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

- (b) ***Workers' Compensation** – Statutory Limits (Coverage A) and Employer's Liability (Coverage B) in an amount of not less than \$500,000/\$500,000/\$500,000.
- (c) ***Commercial General Liability** - Insurance in the amount of \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.
- (d) **Automobile Liability** – when any motor vehicles (owned, unowned and hired) are used in connection with the services to be performed, the vendor shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence CSL, for Bodily Injury and Property Damage.
- (e) **Professional Liability Insurance** – covering acts, errors or omissions shall be maintained with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, the start of Services under the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

MUST BE INCLUDED ON ALL CERTIFICATES:

- 1) Certificate Holder: Chicago Housing Authority, 60 E Van Buren, Chicago IL 60605
- 2) Solicitation number or Contract number and/or the title of the Project or Service
- 3) CHA must be endorsed as an additional insured on the Vendor's general and auto liability policies and such insurance will be primary and non-contributory to any other insurance available to CHA.

Insurance Certificate, naming Chicago Housing Authority as certificate holder, is to be emailed (unsecured, readable PDF format) to the attention of the Procurement Specialist in the Department of Procurement and Contracts referencing Solicitation Number or Purchase Order Number, Procurement Specialist and Project Title. The Chicago Housing Authority is to be endorsed as an additional insured on the Contractor's general/auto liability policies and such insurance will be endorsed as primary and non-contributory to any other insurance available to CHA. The Certificate of Insurance evidencing the required coverage shall be in force on the Effective Date of the Contract. The required documentation must be received prior to the Vendor commencing work under this Agreement.

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 10 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 (10) to determine the point value relative to the lowest price, as follows:

$$\begin{aligned} \$100,000/\$125,000 &= 0.80 \\ 0.80 \times 10 &= 8 \text{ (points)} \end{aligned}$$

As such, the proposed price of \$125,000 would be awarded 8 points out of a maximum point value of 10.

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:

PROPOSAL EVALUATION CRITERIA	MAXIMUM POINTS
<p>Approach and Work Plan</p> <ul style="list-style-type: none"> • The professional and technical demonstrated experience of the Respondent(s) and its team members of comparable scope, magnitude, and complexity (5 points) 	30

<ul style="list-style-type: none"> Respondent(s) demonstrated approach to providing the required services, such as proposed rent reasonableness tool, the property listing service, and any unique features of the services and/or products being proposed (15 points) Respondents work plan clearly demonstrated their firm's understanding of the scope and articulated how specifically the scope of service and deliverables would be met. (10 points) 	
Quality and Innovation of Solution <ul style="list-style-type: none"> The quality and creative innovation of the solution proposed. (25 points) 	25
Past Performance of Similar Scope <ul style="list-style-type: none"> Respondent's demonstrated past performance on similar projects, as evidenced by information and references provided. (10 points) Respondent's demonstrated ability to successfully perform similar services required by other clients and to deliver the services in a timely manner. (5 points) 	15
Qualifications and Experience <ul style="list-style-type: none"> Respondent's qualifications as an entity, as well as the experience of its proposed key personnel, to provide the required services. (10 points) 	10
Diversity and Inclusion Goals: <ul style="list-style-type: none"> Demonstrated understanding and quality of CHA's diversity goals, including MWD/BE and Section 3 goals (10 Points) 	10
Proposed Fees <ul style="list-style-type: none"> The Respondent's overall proposed fee is reasonable and justifiable for the scope of work and scored by the ratio method. (10 points) 	10
Total Points	100

After the evaluation committee has evaluated and scored the respondents proposals submitted in response to the RFP, Diversity Plan and Proposed fees have been evaluated and scored, CHA's Contracting Officer shall establish the competitive range. Respondents within the competitive range will be notified and unless otherwise indicated, will be required to participate in presentations/discussions with the CHA. The CHA may also require further information or clarification from the Respondents in the competitive range regarding their proposals prior to the presentations/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 referenced below by an evaluation committee. Respondents in the competitive range will be scored on a 30-point scale in accordance with the presentation evaluation criteria set forth below which includes scoring best and final proposed fees, and the resulting points will be added to their written proposal scores for a total score.

Oral Presentation Evaluation Criteria	Maximum Points
Total Points	30

Following the presentations, the evaluation committee members will evaluate and summarize their findings for each firm that participates in the presentations and submit scores to CHA's Contracting Officer. Best and Final proposed fees will be scored. CHA will make an award to

the responsive and responsible Respondent whose proposal conforms to the solicitation and whose total score for price and technical factors is the highest and provides the best value.

The 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 24 CFR 85.36(d)(4) or to re-solicit competitive proposals. For the purpose of efficiency and economy CHA has the right to limit the number of respondents in the competitive range

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.

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

* 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 [Workforce Opportunity Resource Center \(WORC\)](#) 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 LCPtracker 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%

*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	LCPtracker	Certified Payroll Reports must be entered into LCPtracker weekly. This system also tracks compliance with Davis Bacon and Section 3 hours.
Professional Services	B2GNow	Payments must be entered into B2Gnow for every pay application monthly. This system tracks and verifies Prime and Subcontractor payments made and received.

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 www.thecha.org/doing-business.

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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 # 3245.
- 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: _____

Address: _____

City, State, Zip Code: _____

I do solemnly declare and affirm under penalty of perjury that the contents of the forgoing documents are true and correct, and that I am authorized, on behalf of the firm, to commit to this proposal.

Name of Preparer (print)	Title
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Signature	Date
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Attesting Signer's name (required for corporations)	Title
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Attesting Signature (required for corporations)	Title
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Contact Person's Name and Title

Telephone Number	Fax Number
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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

ARTICLE XI DEFINITIONS

1. "Covered Project" means the post-conversion property with assistance converted from one form of rental assistance to another under the Rental Assistance Demonstration program (RAD).
2. "Fair Market Rent (FMR)" is primarily used to determine payment standard amounts for the Housing Choice Voucher program including the Property Rental Assistance program, to determine initial renewal rents for some expiring project-based Section 8 contracts, to determine initial rents for housing assistance payment (HAP) contracts in the Moderate Rehabilitation Single Room Occupancy program (Mod Rehab).
3. "Housing Assistance Payments (HAP)" is used to provide Section 8 tenant-based assistance and project-based assistance under the housing choice voucher program of the US Department of Housing and Urban Development (HUD).
4. "Mobility Area" A CHA Mobility Area is a Chicago community area with 20 percent or fewer of its families with income below the poverty level and a below median reported violent crime count (normalized by the community's area's total population). Some community areas with improving poverty and violent crime rates along with significant job clusters are also designated as Mobility areas. CHA uses this definition of Mobility Areas for its Mobility Counseling Program and to grant monthly rental payments comparable to area rents for the HCV Program.
5. "Property Rental Assistance (PRA)" PRA is a part of the Mixed Income portfolio in the Asset Management Department and CHA's version of HUD's Project-Based Voucher Program (PBV) using funds from the Housing Choice Voucher Program (HCV). The program commits project-based vouchers to privately developed and owned housing units in properties within Chicago's stable and revitalizing neighborhoods.
6. "Public Housing Authority (PHA)" means public housing authority; referenced here as Chicago Housing Authority.
7. "Rental Assistance Demonstration" is the HUD initiative that permits the conversion of assets under Section 9 of the U.S. Housing Act of 1937 and several other HUD rental assistance programs to either a Project-Based Voucher or Project-Based Rental Assistance HAP contract.
8. "RAD Notice" refers to the technical notice issued by HUD that implements the Rental Assistance Demonstration.
9. "Rent Reasonableness" is the HUD mandated process that housing authorities use to ensure that HCV program participants pay a "reasonable" amount of rent to owners. "Reasonable" is defined as what a knowledgeable consumer will pay for rent in a particular rental market.
10. "Request for Tenancy Approval (RTA)" HUD form 52517; completed by Owner and prompts an inspection for the proposed unit.
11. "Unassisted Unit" means a unit that does not have any rental subsidy or a unit that is not income restricted due to Low Income Housing Tax Credits or any other federal, state or local funding requirements.