

# SMALL PURCHASE QUOTE REQUEST FORM

#### PART 1 - REQUESTOR AND SCOPE OF SERVICES INFORMATION

PROJECT TITLE	ITS 78227_Security Card Maintenance & Support
REQUESTING DEPARTMENT / DIVISION	Procurement & Contracts / Information Technology Services
SP RELEASED DATE	11/18/2024
QUOTE DUE DATE AND TIME	11/25/2024 at 1:00 PM CT
PERFORMANCE PERIOD Initial and Option Periods (if applicable)	Per Item Description Listed
NEED BY DATE	12/15/2024
CONTACT PERSON NAME/EMAIL	Frederica Juste – FJuste@thecha.org

#### PART 2 - SCOPE OF WORK

The Chicago Housing Authority (CHA) is seeking bids from a qualified firm to provide maintenance and support for security card readers and software at 60 E. Van Buren St. Chicago, IL 60605 for a one (1) year base term and one (1) year option term. Submitted pricing shall include expenses for parts, material, travel or shipping, and all scope requirements detailed below. (See Appendix A. for current system & hardware specifications)

The Selected respondent shall provide CHA with a primary contact telephone number & email address for all services as listed but not limited to:

- Dedicated technical support 7:00 AM CT 5:00 PM CT. All requests must be acknowledged within 4 hours of the initial request during normal business hours as indicated.
  - 1. The selected vendor shall provide an online platform for CHA to submit all requests.
  - 2. Conduct one routine annual software & hardware maintenance visit to ensure the optimal performance of the card reader system.
    - Standard support, maintenance & warranty inspections shall address all malfunctions, hardware failures, cleaning, & adjustments including the relevant access control system and associated hardware components.
    - Support & Implementation of new software updates or upgrades shall include configuration, optimization, and troubleshooting. This will cover system enhancements, documentation updates, & dial-in diagnostics.

- 24/7 Emergency Services that ensure rapid response times based on the established & approved pricing for critical system issues & troubleshooting. All requests should be acknowledged within 3 hours of the dated request.
  - 1. The Selected respondent shall be on site to evaluate & complete repair within 24 hours. For requests where parts are needed and not currently available, completion of the request must be within 5 business days.

The CHA requires the use of high-quality parts new or refurbished for all replacement & repair. The selected respondent shall supply loaner equipment to minimize downtime during repairs at no additional cost to CHA. Additionally, any callbacks within 7 days of emergency requests shall be at no charge to the CHA.

#### PRICING TABLE INSTRUCTIONS

- 1. A Flat Rate should be provided that encompasses all scope requirements per contract term.
- 2. The Unit Pricing Rate PER HOUR ONLY should be listed in the table below for After hour requests.

Specification/Service Description	Estimated Qty (Annually)	Bidder's Unit Price
Security Card Maintenance, Support, & Repair (Firm Fixed Rate): Base Year 1	1	
Security Card Maintenance, Support, & Repair (Firm Fixed Rate): Option Year 1	1	
Afterhours Request (Per Hour) (Labor only 6:00 PM CT – 6:00 AM CT)	62	
	CONTRACT AGGREGATE TOTAL	

\*Contract Aggregate total should be the sum total - (Base Year 1 + Option Year 1 + (Afterhour Per Hour Rate x 62))

\*CHA reserves the right to increase or delete any scheduled items, and/or increase or reduce the quantity of any scheduled item as deemed necessary, to waive informalities and technicalities, and to make other changes and modifications consistent with CHA's policies, and the laws and regulations governing HUD programs.

Software House C•Cure 9000 Software Series P Software S/N: 9-02754  Equipment (Quantity, Manufacturer)  4 - Software House I-Star 16 Reader Interface Panels  1 - Software House I-Star 8 Reader Interface Panel  9 - Software House I-Star ACM Boards  4 - Software House aps Back Up Panel Power Supplies  1 - Bio-Script V-Series CNV Converter  3 - Bio-Script 150-130-26 V-Prox with HID Prox Readers  64 - HID 5395 Thinline II Prox Card Readers  59 - Bosch DS-150 Request to Exit Motion Sensors  73 - Sentrol 1978W Door Position Switches  7 - Ademco 269R Holdup Switches  6 - Design Systems ES441-C1-B9 Pneumatic Emergency Release Pushbuttons
Equipment (Quantity, Manufacturer)  4 - Software House I-Star 16 Reader Interface Panels  1 - Software House I-Star 8 Reader Interface Panel  9 - Software House I-Star ACM Boards  4 - Software House aps Back Up Panel Power Supplies  1 - Bio-Script V-Series CNV Converter  3 - Bio-Script 150-130-26 V-Prox with HID Prox Readers  64 - HID 5395 Thinline II Prox Card Readers  59 - Bosch DS-150 Request to Exit Motion Sensors  73 - Sentrol 1978W Door Position Switches  7 - Ademco 269R Holdup Switches
4 - Software House I-Star 16 Reader Interface Panels  1 - Software House I-Star 8 Reader Interface Panel  9 - Software House I-Star ACM Boards  4 - Software House aps Back Up Panel Power Supplies  1 - Bio-Script V-Series CNV Converter  3 - Bio-Script 150-130-26 V-Prox with HID Prox Readers  64 - HID 5395 Thinline II Prox Card Readers  59 - Bosch DS-150 Request to Exit Motion Sensors  73 - Sentrol 1978W Door Position Switches  7 - Ademco 269R Holdup Switches
1 - Software House I-Star 8 Reader Interface Panel 9 - Software House I-Star ACM Boards 4 - Software House aps Back Up Panel Power Supplies 1 - Bio-Script V-Series CNV Converter 3 - Bio-Script 150-130-26 V-Prox with HID Prox Readers 64 - HID 5395 Thinline II Prox Card Readers 59 - Bosch DS-150 Request to Exit Motion Sensors 73 - Sentrol 1978W Door Position Switches 7 - Ademco 269R Holdup Switches
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73 - Sentrol 1978W Door Position Switches 7 - Ademco 269R Holdup Switches
7 - Ademco 269R Holdup Switches
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6 - Design Systems ES441-C1-B9 Pneumatic Emergency Release Pushbuttons
2 - PC300 Sirens and Timers
6 - IDEC 24VDC Relays and Bases
7 - Altronix 600ULX Power Supplies
1 - Altronix Maximal 37E Power Supply
11 - Altronix AX-PD-8 Fused Boards
18 - IM-1270 12v 7ah Batteries
61 - Electric Strikes for Card Reader Doors
6 - Electrified Mortise Locks Card Reader Doors
3 - Ademco 269R Holdup Switches
25- Pelco CE-VX1 HD Cameras
7 - Optelecom S-68E Eight Channel H.264 Encoders
1 - Optelecom MC-11 Power Supply Cabinet
1 - Altronix 16 Channel DC Power Supply
1 - Altronix 600ULX Power Supply
3 - Ademco 269R Holdup switch
1 – Remote door entry button

All Quote Responses Must Be Typed & Signed by an Authorized Representative from the Respondent's company.

Within Seven (7) days of Notice of Award, the successful Respondent(s) will be required to submit the mandatory CHA forms and affidavit. Forms should be completed, signed, and notarized where required or marked appropriate.

The mandatory forms are:

- Diversity Inclusion Utilization Plan
- Compliance Certification Form\*\*
- Contractors Affidavit\*\*
- Economic Disclosure Statement Form\*\*
- HUD-50071 Certification of Payments to Influence Federal Transactions\*\*
- 2 Certificates of Insurance (see below CHA & SHVO Insurance Requirements)

#### PART 3 – VENDOR INFORMATION

(CORPORATE NAME ATTACHED TO FEDERAL TAX ID NUMBER) has thoroughly read ITS 78227\_Security Card Maintenance & Support and all associated Addenda (if applicable) and can provide the services as described at the offer submitted on this Quote Form.

#### CONTACT INFORMATION FOR CORPORATE OFFICIAL AUTHORIZED TO BIND RESPONDENT

DATE	
CORPORATE AUTHORIZED REPRESENTATIVE	
CORPORATE OFFICIALE- MAIL ADDRESS	
COMPANY PHONE NUMBER	
COMPANY ADDRESS	
CORPORATE AUTHORIZED REPRESENTATIVE SIGNATURE	

Failure by the Respondent to provide such information within the allotted time will render the Respondentineligible for award.

CHA may reject any or all quotes. Action to reject all quotes shall be taken only for unreasonably high prices, error in the solicitation, cessation of need, unavailability of funds, failure to secure adequate competition, or any other reason deemed appropriate by CHA.

<sup>\*\*</sup>These documents can be found at www.thecha.org/doing-business



# 333 South Wabash Certificate of Insurance Requirements

A current certificate of insurance is required of *all* Contractors, Subcontractors, and Vendors before the commencement of services, as follows:

1. The Service Contractor shall evidence at least the following insurance coverage, provided that the amounts listed below will not act as a limitation on recovery from Service Contractor's insurance:

# A. Commercial General Liability

Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") commercial general liability coverage "occurrence" form CG 0001 04 13 or another "occurrence" form providing equivalent coverage including, but not be limited to, contractual liability coverage, independent contractor's liability, coverage for bodily injury (including death), property damage (including loss of use thereof), ongoing and completed operations, products liability, and personal and advertising injury, in the following amounts:

\$1,000,000 Per Occurrence Limit \$2,000,000 General Aggregate Limit

This coverage shall be primary to Owner and Agent's coverage and Owner and Agent's coverage shall be noncontributory.

B. Excess or Umbrella Liability

Service Contractor shall provide Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability insurance with minimum limits equal to \$4,000,000 each occurrence and \$4,000,000 annual aggregate.

C. Worker's Compensation

As required by statute in the state where the Property is located and where any operations relating to the contract are located, with waiver of subrogation against Manager and Sub-Manager.

D. Employers' Liability

With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit, and \$1,000,000 bodily injury each employee.

E. Automobile Liability

Combined Single Limit - \$1,000,000 per accident.

Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.

G. Commercial Crime Insurance

Service Contractor is responsible for loss to Owner and third-party property/assets and shall maintain Fidelity Bond or comprehensive crime insurance coverage for the dishonest acts of its employees in a minimum amount of \$1,000,000. Service Contractor shall name Owner as Loss Payee with respect to the comprehensive crime insurance coverage.

- Commercial General Liability shall include the following as additional insured, including their
  officers, directors and employees. Additional Insured endorsements CG 20 10 04 13 and CG 20 37
  04 13 or their equivalent shall be utilized for the Commercial General Liability policy. Please note
  that the spelling of these parties must be exactly correct or the Contract Duties will not be allowed
  to commence.
  - 1. SHVO Property Management LLC
  - 2. Seren Managing Member 333 Wabash LLC
  - 3. Shvo Concepts LLC
  - 4. DF 333 Management Company LLC
  - 5. DFA 333 Wabash SMM LLC
  - 6. Deutsche Finance US Ventures LLC
  - 7. Deutsche Finance America LLC
  - 8. DF 333 Investment LLC
  - 9. DF 333 Wabash JVCo LLC
  - 10. DF 333 Wabash MezzCo LLC
  - 11. American General Life Insurance Company, and/or its affiliates and its respective successors and/or assigns
  - 12. The Variable Annuity Life Insurance Company, and/or its affiliates and its respective successors and/or assigns
  - 13. American Home Assurance Company, and/or its affiliates and its respective successors and/or assigns
  - 14. National Union Fire Insurance Company of Pittsburgh, PA., and/or its affiliates and its respective successors and/or assigns
  - 15. Goldman Sachs Bank USA, a New York State-Chartered Bank
  - 16. Jones Lang LaSalle Americas, L.P. Together with the respective owners, partners, affiliates, members managers, shareholders, officers, directors, employees, and agents of each of the foregoing entities, and the holder of any mortgage, deed of trust or other security interest encumbering the building.
- 3. If Vendor's work involves professional design or engineering, special evidence of \$3,000,000 in professional liability coverage is required by Manager.
- 4. If Vendor's work involves any hazardous or toxic substances or materials such as Asbestos or Asbestos abatement, special evidence of \$3,000,000 in Contractor's Pollution Liability coverage is also be required by Manager.
- 5. Manager requires each Vendor to submit certificates of insurance and endorsements in form and substance satisfactory to Manager as evidence of the coverages required. Each required policy will provide for (A) waiver of subrogation against Manager; and (B) if Vendor's liability insurance limit is subject to a policy aggregate, the aggregate limit must apply per project, or per location. All of Vendor's policies will provide for thirty (30) days' prior written notice to Manager of cancellation and shall be

issued by insurers with a Best's rating of A - VII or higher as reported in the most recent Property &Casualty Reports Key Rating Guide edition.

- 6. For Projects in which Manager acts as Project Manager, Contractors are required to extend broad form indemnities to both Manager and Sub-Manager and name Manager and Sub-Manager as additional insured.
- 7. The following should be named as the Certificate Holder:

DF 333 WABASH PROPCO LLC c/o SHVO 745 5<sup>th</sup> Ave, 19<sup>th</sup> Floor New York, NY 10151

Again, please remember that a current Certificate of Insurance must be provided to the Office of the Building via email at <u>333@SHVO.com</u> or direct to <u>333 S. Wabash Ave. Suite 302 Chicago, IL 60604</u> prior to the start of work or commencement of delivery.

#### **CHA Insurance Requirements**

Prior to the commencement of this Agreement, Vendor/Consultant shall procure and maintain at all times during the term of this Agreement insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. 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 each accident combined single limit for Bodily Injury and Property Damage.
- 4. Technology Errors & Omissions (including Cyber Liability) required when Vendor/Consultant provides technology services or technology products under this Agreement, insurance appropriate to the professional services being performed shall provide coverage for the acts, errors, or omissions of Vendor/Consultant with a limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

#### **Related Insurance Requirements**

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.

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 Vendor'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 Vendor's insurance coverage shall be the primary policy. The Vendor 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 Vendor.

Prior to the issuing of the Notice to Proceed by the CHA, the Vendor shall submit a Certificate of Insurance via PINS Advantage Certificate Tracking System, evidencing compliance with the insurance requirements set forth above. You will receive an email with instructions for the submission of your insurance. Copies of the endorsement(s) adding the CHA to the Vendor'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 Vendor allow any required coverage to lapse, cancel or non-renew throughout the duration of the Agreement or extensions thereof.

At the CHA's option, non-compliance will result in (1) all payments due the Vendor being withheld until the Vendor has complied with the Agreement; or (2) the Vendor will be assessed Five Hundred Dollars (\$500.00) for every day of non-compliance; or (3) the Vendor 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.

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 Vendor or its Subcontractors. Vendor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Vendor 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.

The Vendor shall require all subcontractors to carry the insurance required and adhere to the same requirements and conditions as outlined above.

The Vendor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and will not contribute with insurance provided by the Vendor and/or any of its subcontractors.

#### PART 4 – ADMINISTRATIVE TERMS AND CONDITIONS

# Required CHA Vendor Registration

In order to do business with CHA, Respondent must be a registered vendor prior to submitting a response. If Respondent has already registered with CHA, the Respondent's (Vendor) profile must be up to date.

Respondent is responsible for contacting their local authorities to ensure that Respondent has complied with all laws and is authorized and/or licensed to do business in the Territory. All applicable fees associated therewith are the responsibility of Respondent now or hereafter in effect during the contract. Respondent and its employees, agents and subcontractors shall also comply with all Federal, State and local laws regarding business permits and licenses that may be required to carry out the services performed under the contract.

#### Acceptance Period

All Respondents submitting a quote must agree to honor the terms and conditions contained herein for a period of one hundred twenty (120) days.

# Quote Signature

The person signing the Quote Form must be a person authorized to bind the Respondent contractually. Unsigned offers will be rejected. Unsigned offers cannot be signed after the quote has been received.

#### Ownership of Documents

All work products generated, prepared, assembled and provided to CHA pursuant to this RFQ become the property of CHA upon receipt. Work products include but are not limited to reports, memoranda, data, survey responses, presentations, and other materials of any nature, or information related to any of the foregoing, which are or were generated in connection with the scope of services described in the contract. Respondents shall not copyright, or cause to be copyrighted, any portion of any document submitted to CHA as a result of this RFQ.

#### Contractor Status

The Contractor shall be an independent Contractor and will not be an employee of CHA.

### Funding Limitations

This procurement may be funded, in whole or in part, by grant funds provided by the U.S. Department of Housing and Urban Development ("HUD"). CHA will not be bound to any contract if funding has been disallowed by HUD.

#### Taxes

CHA is exempt from sales tax. The Contractor agrees to pay all taxes incurred in the performance of an awarded contract. Freight, handling costs, and taxes shall not be charged to the CHA.

#### Advertising

Respondent agrees not to use the fact of or the results from submission of a quote as a part of any commercialadvertising. CHA does not permit the use of CHA's relationship with an entity of purposes of marketing efforts, unless CHA specifically agrees otherwise.

#### Government Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful Respondent to immediately notify CHA in writing specifying the regulation which requires an alteration. CHA reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to CHA.

### Compliance & Law

The Respondent shall comply with all applicable Federal, State and local laws, regulations, ordinances and requirements applicable to the work described herein including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity programs, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms, equal opportunity for businesses and unemployed and underemployed persons (as referenced in Section 3 of The Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, and those laws and regulations concerning the abatement and remediation of asbestos and lead-based paint, and shall provide for such compliance in the contract documents.

To the extent the work required under this contract is related to development, Respondentshall further comply with the applicable Annual Contributions Contract (ACC) related to such development. To the extent such work is related to a mixed finance development, Respondent shall comply with the provisions of 24 CFR ' 941.208. The Respondent shall obtain, at Respondent's expense, such permits, certificates and licenses as may be required in the performance of the work specified.

Vendor Name	M/W/DBE and/or Section 3 Status	Certification Attached (Y/N)



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 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 the 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



#### 2. 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.

# 3. 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 may allocate credit across both certifications at their discretion. For example, if an M/W/DBE firm is also a Section 3 Business and is required to meet the 30% threshold for M/W/DBE and 10% for Section 3 Business, the Prime could receive credit for the 10% Section 3 as part of the 30% threshold and not in addition to.
- (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>.