

CHICAGO HOUSING AUTHORITY ("CHA") REQUEST FOR PROPOSAL ("RFP") EVENT NO. 3267 (2024) for

Executive Search Firm Consulting Services

Required for use by Department of Human Resources Department

ISSUED ON: Friday, November 15, 2024
ISSUED BY: DEPARTMENT OF PROCUREMENT AND CONTRACTS

PROPOSALS DEADLINE: Tuesday, December 3, 2024 at 11:00 A.M., CT

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

PROPOSALS WILL NOT BE ACCEPTED AFTER THE DUE DATE AND TIME

	Respondent Name:		
	Contact Name:		
	Contact Telephone:		
	Contact Email:		
This selection process is unique to the Scope of Work described herein and notwithstanding other proposal, qualification or bid requests provided by the Chicago Housing Author Proposers must comply with the requirements as defined in this RFP.			by the Chicago Housing Authority.
_	la Hurlock n Chief Executive Officer	www.thecha.org	Sheila Johnson Deputy Chief Procurement Officer

Chicago Housing Authority

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ATTACHMENT B – INTENT TO BID/SUBMIT LETTER

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KEY INFORMATION

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

Tamika Carson, Director of Procurement

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

Phone: (312) 786-3401 E-mail: tcarson@thecha.org

Responses shall be submitted via the Supplier Portal at https://supplier.thecha.org no later than Tuesday, December 3, 2024 by 10:00 AM, CST.

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

There will be no pre-proposal conference for this solicitation.

The Letter of Intent to Submit a Proposal, Attachment B, is due **Monday, November 25, 2024**, at 11:00 a.m. 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 **Thursday**, **November 21**, **2024 by 10:00 AM**, **CT**.

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

Respondent shall bear all costs of responding to this solicitation.

ARTICLE I INTRODUCTION

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 over 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's Human Resources department invites qualified and experienced executive search firms to submit qualifications and proposals to assist in the selection of a new Chief Executive Officer (CEO). The CEO reports to the CHA Board of Commissioners. The firm that is selected will work at the direction of a sub-committee of the Board to perform this selection process.

The Selected Respondent(s) should be prepared to oversee all aspects of the search, including but not limited to recruitment and sourcing diverse candidates; screening and recommending qualified candidates.

Respondents must submit a proposal that addresses all components of this RFP. CHA reserves the right to select one or more Respondents through this solicitation.

CHA anticipates it will award a firm fixed fee contract for a base period of one (1) year and reserves the right to extend the contract(s), at its sole discretion for up to two (2) additional one-year option periods. No award will be made to a Respondent that is on the list of Selected Respondent(s) ineligible to receive awards from CHA or the Federal Government, as furnished from time to time by HUD. CHA anticipates the contract resulting from this RFP to begin in January 2025.

CHA reserves the right to use this contract for the search of other executive-type candidates should the need arise. Specific requirements will be discussed and pricing for additional services not currently identified will be negotiated at the time they are needed.

ARTICLE III STATEMENT OF WORK/SCOPE OF SERVICES

A. Scope of Services

- 1. Partner with CHA to develop a strategy for conducting a diverse search that will address the needs expressed by CHA;
- 2. Based on input, finalize and produce job description for selected position;
- 3. Develop and present a detailed recruiting plan including timeline;
- 4. Solicit applications to develop a broad and diverse talent pool of qualified senior level executives with:

- a. A demonstrated record of accomplishments in a result driven organization:
- b. A diverse range of experience from housing or government sector management experience.
- 5. Source all appropriate candidates through personal outreach and post the position on agreed upon outlets;
- 6. Provide regular progress updates;
- 7. Rigorously screen candidates' educational and professional background;
- 8. Prepare a demographic summary of all applicants;
- Recommend a pool of the most qualified candidates for further screening by CHA leadership;
- 10. Prepare a written summary of each candidate and candidate's qualifications and provide a copy of candidate's resume and letter of interest;
- 11. In consultation with CHA leadership, establish interview protocol;
- 12. Coordinate candidates' participation in interviews;
- 13. Participate in the interviews and final selection process, as requested;
- 14. Assist in negotiating final terms, as requested;
- 15. Conduct thorough reference and background checks;
- 16. Notify applicants who are not selected.

B. Statement of Work

Requirements

- 1. Provide an overview of your firm, its size, history, areas of expertise and history of relevant CEO and other C-Suite searches;
- 2. Describe strategy and methodology that the firm would use to conduct the executive search. Please include how you would build a pool of qualified and diverse candidates;
- 3. Include information regarding specific personnel to be assigned to the search, indicate how the team is structured and the name of the primary contact. Include diversity of the team conducting the search;
- 4. Describe coordination and communication with CHA throughout the search process;
- 5. Indicate methodology used to conduct references and background checks on prospective candidates;
- 6. Provide the firm's fee structure and fee schedule. Identify any additional services that may result in extra fees;
- 7. Provide a list of references for relevant searches conducted;
- 8. Describe a suggested accelerated search timeline that should be completed within 12 weeks of contract engagement.

ARTICLE IV GENERAL INSTRUCTIONS

A. Acceptance of Proposals

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

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

B. Time for Receiving Proposals

Proposals received prior to the due date and time will be maintained in a secure place, unopened. No proposal received after the deadline set forth on the cover page of this RFP will be considered. Proposals will not be publicly opened. Once submitted, proposals will become the property of CHA.

C. Right To Cancel

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

D. Addenda

Any interpretations, corrections, or changes to the RFP will be made by addenda issued by CHA. Any addenda that are issued will be provided to prospective Respondents, posted on the CHA's Supplier Portal at: 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 contractors 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:

- 1. 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
- 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
- 3. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district; or

- 4. has made an admission of guilt of such conduct as set forth in subparagraph 1 through 3 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
- 5. has entered into a plea of nolo contendere to charges of such conduct, as is set forth in subparagraphs 1 through 3 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 1 through 5 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 1 through 5 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 1 through 3 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 <u>no</u> maximum file capacity size when uploading attachments in the Supplier Portal. If you receive an error message that states the "Maximum size is: 50" while uploading an attachment in the Supplier Portal, that error message is referring to the file naming size. The name of your file cannot be more that 50 characters.

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

B. Cover Letter and Executive Summary Form

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

the terms and conditions of the attached Professional Services Agreement (refer to Article IX), CHA's Diversity and Inclusion requirements, Insurance and Indemnification requirements, and will comply with these requirements if awarded a contract. Proposers and Bidders shall also include the Executive Summary Form (Article X).

C. Qualifications and Experience

- 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 staffs' professional and technical competence, for those principals and staff members who will be involved in the work requested herein.
- 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) the length of time the firm has worked in its area of expertise generally, and (8) the firm may submit a general brochure of their work.

D. Approach/Work Plan

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

- 1. Provide evidence of the proposing firm's capabilities and performance.
- 2. Provide the name of the proposing firm, principals, addresses, size of firm, and number of years in business.
- Describe the firm's qualifications and experience in identifying, recruiting and successfully
 placing executive level employees in housing or public sector positions similar to the Chief
 Executive Officer position.
- 4. Provide a description of the proposing firm's approach to the project.
- 5. Describe in detail the firm's ability to undertake this executive search and the proposed approach to accomplishing the work required by the Scope of Work and Specifications and Addenda (if any).
- 6. Describe the specific methods and techniques the firm will employ to recruit an appropriate pool of candidates.
- 7. Describe the information and support that will be required of CHA staff.
- 8. Describe how the firm proposes to maintain communication with CHA.
- 9. Describe the proposing firm's guarantee or warranty that the services provided will meet the proposed schedule and deliver a qualified pool of final candidates.

10. Provide a detailed explanation of the schedule the proposing firm will follow to accomplish the work required within 12 weeks. Include a timeline with milestones, key tasks and deliverables. Describe how this schedule will ensure the top candidates will be ready to be presented to the CHA Selection Committee by March 30, 2025.

E. 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, the executive level position, salary range, 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. Demonstrated history of completing projects within the timeline of those projects;
- 4. Highlighted in each of the descriptions should be a summary of challenges encountered and how they were overcome;

F. 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)

G. Organization Structure and Key Personnel

- 1. The Respondent shall provide the name and resume of executive that will be accountable for the CHA project.
- The Respondent shall 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. Describe previous, related experiences and projects (specify any public housing or government experience).
- 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.

4. Key Personnel shall not be replaced without the prior written approval of the CHA.

H. Fee Proposal Form (refer to Attachment A)

Respondent must provide a lump sum "Not to Exceed" price to complete all the required services and tasks noted in the Scope of Services and Addenda (if any).

In addition to the proposed labor costs, the proposed price must be inclusive of all non-labor costs, expenses and incidentals. If any anticipated cost for this project is not included in the proposed "Not to Exceed" price, explain the additional cost (refer to Attachment A).

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. Economic Disclosure Statement

Respondents must complete the economic disclosure statement and affidavit. 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.

O. 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.

P. 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.** Waiver Request-M/W/DBE (**If Applicable**)
- **D.** Submittal Requirements Checklist
- E. Contractor's Affidavit
- **F.** Statement of Bidder's Qualification
- **G.** Economic Disclosure Statement
- H. EEO Certificate
- I. HUD Form 5369-A

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

ARTICLE VI INSURANCE REQUIREMENTS

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

- (a) <u>Workers' Compensation</u> Statutory Limits (Coverage A) and Employer's Liability (Coverage B) in an amount of not less than \$500,000/\$500,000/\$500,000.
- (b) <u>Commercial General Liability</u> Insurance in the amount of \$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.
- (c) 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.

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 Contractor's liability policies, with the exception of Professional Liability and Employer's Liability and such insurance is primary to and will not seek contribution from any insurance, deductibles, self-insured retentions and/or self-insured programs available to Chicago Housing Authority.

Certificate Holder: Chicago Housing Authority

60 E Van Buren Chicago, IL 60605

Additional Insureds: Collectively referred to as the "Additional Insureds" shall include Chicago Housing Authority, Chicago Housing Administration, LLC; and/or other Partnership, Limited Liability Company as established by CHA; its respective commissioners, board members, officers, directors, agents,

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

Primary Coverage:

For any claims related to this Agreement, the Contractor's insurance coverage shall be the primary policy. The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and shall not contribute with insurance provided by the Contractor.

Prior to the issuing of the Notice to Proceed by the CHA, the Contractor 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 Contractor's policy as an additional insured are required upon request. Updated Certificates of Insurance are required for policies which renew during the term of this Agreement or extensions thereof. Under no circumstances shall the Contractor allow any required coverage to lapse, cancel or non-renew throughout the duration of the Agreement or extensions thereof.

The Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Authority from liabilities that might arise out of the performance of the work under this Agreement by the Contractors or its Subcontractors. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain sufficient insurance.

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

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

ARTICLE VII EVALUATION PROCESS

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

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

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

A—the lowest Respondent 's price.

B—the Respondent 's price being scored.

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

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

Example: The lowest proposed price is \$100,000. The next lowest proposal price is \$125,000. The maximum point total available for price is 20 points. The proposal with the \$100,000 price would receive 10 points (because it is the lowest of all proposals). Using the lowest proposal price as a base (or numerator), we would then divide the second lowest price by the first lowest price (denominator) and then multiply the result by the max point value (20) to determine the point value relative to the lowest price, as follows:

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

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

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

EVALUATION CRITERIA

EVALUATION CRITERIA	MAXIMUM POINTS
SPECIALIZED EXPERIENCE AND PAST PERFORMANCE (TECHNICAL): Proposer's capabilities and directly related experience placing top executives (CEOs or executive directors in housing or government agencies) including references and qualifications (40 points)	40
APPROACH AND WORK PLAN (TECHNICAL): Plan for executing the project including milestones and deliverables as described in the scope of services and statement of work (40 points)	40
 Diversity and Inclusion Goals: Demonstrated understanding and quality of CHA's diversity goals, including MWD/BE and Section 3 goals (10 Points) 	10
 PROPOSED FEES Respondent's overall proposed fee as outlined within the statement of work. (10 Points) 	10
TOTAL COMBINED POINTS for TECHNICAL, MBE/WBE/DBE, SECTION 3 PLAN and PROPOSED FEES	100

After the evaluation committee has evaluated and scored the Respondents' proposals, the MBE/WBE/DBE and Section 3 Business Utilization Plans and the proposed fees have been evaluated and scored, CHA's Contracting Officer shall establish the competitive range. If deemed

necessary for the purpose of efficiency and economy, CHA has the right to limit the number of Respondents in the competitive range. Respondents within the competitive range will be notified and unless otherwise indicated, will be required to participate in presentations/discussions with CHA. CHA may also require further information or clarification from the Respondents in the competitive range regarding their proposals prior to the presentations/discussions.

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

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

ORAL PRESENTATION EVALUATION CRITERIA	MAXIMUM POINTS
TOTAL ORAL PRESENTATION POINTS	30

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

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

ARTICLE VIII DIVERSITY AND INCLUSION GOALS

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

1. Summary of Contract Requirements

Type of Contract M/W/DBE		Section 3 S3 Business (Labor Hours) subcontracting (> \$250,000)		Davis Bacon
Construction	Yes	Yes	Yes	Yes
Professional	Yes	No	Yes	No

Service (licensure required)				
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-	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.

	performing Prime Contractor	
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.

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 # 3267.
- 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.

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

Note: Executive Summary Sheet must be completed, or Proposal may be deemed non-

responsive. Rubber-stamped or typed signatures will disqualify your proposal

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ATTACHMENT B

LETTER OF INTENT TO SUBMIT A PROPOSAL REQUEST FOR PROPOSALS (RFP) EVENT # 3267 Executive Search Firm Consulting Services Human Resources Department

l,			, the	undersigned	being a	duly
authorized official	of				he	reby
acknowledges receipt	of the above ref	erenced R	FP offerin	g and certify t	he intent of	f this
firm to submit a Propo	-	-		*****	******	*****
PLEASE EXECUTE						
HTTPS://SUPPLIER.TH	IECHA.ORG. NO	LATER TH	AN Monda	y November, 2	5, 2024 BY 1	11:00
AM, CST.						
******	*******	******	*****	*******	******	*****
FIRM'S NAME:						
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