

## **SMALL PURCHASE REQUEST FORM**

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

| PROJECT TITLE   | REBID ITS 81971_Calabrio Call Recording-Cisco Renewal |
|---|---|
| REQUESTING DEPARTMENT / DIVISION                              | Procurement & Contracts / Information Technology      |
| REQUEST ISSUED  | 5/29/2025   |
| QUOTE DUE DATE AND TIME                                       | 6/6/2025 at 1:00 PM CT                                |
| PERFORMANCE PERIOD Initial and Option Periods (if applicable) | 2 Year Base Term                                      |
| PROJECTED CONTRACT START DATE                                 | 7/1/2025  |
| 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 seller to provide license renewal for Calabrio Call recording under the Cisco network **Subscription ID#1854091**:

\*Government (Federal/State/Local), GSA, or Omnia contract no. used \_\_\_\_\_\_, if applicable\*

| Item  | Original<br>Price Per<br>Item | GSA or<br>Discounted<br>Price Per<br>Item        | ESTIMATED<br>ANNUAL<br>QTY** | GSA or Any Addt'I Discounted Total (Estimated Qty * Total Discounted Price Per Item) |
|---|-------------------------------|--|------------------------------|--|
| Cisco Collaboration Flex Plan 3.0 Calabrio Call Recording – QM named agent license A-FLEX-WFO-NQM A-FLEX-WFO-NQM-O  |                               |  | 140                          |  |
| Cisco Software Support Service Basic - technical support - for Cisco Collaboration Flex Plan SVS-CSS-SUPT-SSPT  |                               |  | 1                            |  |
| Cisco Flex for Contact Center (v. 3.0) - license - 1 license  A-FLEX-3-CC Cisco Contact Center Entitlement - add-on license - 1 license  A-FLEX-ADDON-ENT | Included                      | TOTAL 2 YEAR BASE TERM:<br>07/24/2025-07/23/2027 |                              |  |

<sup>\*</sup>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.

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

#### **PART 3 – VENDOR INFORMATION**

(ABOVE ADD **CORPORATE NAME ATTACHED TO FEDERAL TAX ID NUMBER**) has thoroughly read all pages of REBID ITS SP 81971\_Calabrio Call Recording-Cisco Renewal *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 OFFICIAL E-MAIL ADDRESS             |  |
| COMPANY PHONE NUMBER                          |  |
| COMPANY ADDRESS                               |  |
| CORPORATE AUTHORIZED REPRESENTATIVE SIGNATURE |  |

The successful Respondent(s) will be required to submit mandatory CHA forms and affidavits <u>within seven</u> days of notice of award found at <a href="https://www.thecha.org/contracting-opportunities/forms-and-documents">https://www.thecha.org/contracting-opportunities/forms-and-documents</a>.

The mandatory forms will be forwarded to the successful Respondents prior to contract award. Forms should be completed, signed, and notarized where required or marked "not applicable" where 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
- HUD 5369-A Representations, Certifications and Other Statements of Bidders
- Required Insurance Certificate (see below Insurance Requirements)

Failure by the Respondent to provide such information within the allotted time will render the Respondent ineligible 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.

#### **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. The 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 – Information Technology Agreements

- 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. **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.
- 3. **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
- 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

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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 <u>will not</u> 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 CHAin 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.

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#### 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<br>Section 3 Status | Certification Attached (Y/N) |
|-------------|------------------------------------|------------------------------|
|             |                                    |                              |
|             |                                    |                              |
|             |                                    |                              |
|             |                                    |                              |



CHA is committed to contracting with vendors who share our values for inclusive and equitable contracting opportunities. CHA strives to be fair, transparent and practical, and to optimize the use of public funds through purchasing decisions.

#### 1. Summary of Contract Requirements

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

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

#### **Minimum Contract Requirements:**

#### 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. Vendors unable to meet the 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. To locate a Section 3 Businesses, visit the <a href="Workforce Opportunity Resource Center">Workforce Opportunity Resource Center</a> (WORC) site. Professional Services that directly provide social 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 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.

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

<sup>\*</sup>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<br>By   | Details  |
|---|---|--|
| Utilization Plan<br>(UP) M/W/DBE and<br>Section 3<br>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<br>and Section 3<br>subcontractor listed<br>on the UP including<br>a self-performing<br>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<br>Certification                              | Each M/W/DBE<br>listed on UP,<br>including a self-<br>performing Prime<br>Contractor                                  | This form must be submitted with every UP and Letter of Intent and include current certification letters. Applications are not accepted.   |
| Waiver Request-<br>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<br>Opportunities<br>(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<br>Requirement   | System     | Details   |
|---------------------------|------------|---|
| Construction<br>Contracts | LCPtracker | Certified Payroll Reports must be entered into LCPtracker weekly. This system also tracks compliance with Davis Bacon and Section 3 hours.                  |
| Professional<br>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 <a href="https://www.thecha.org/how-do-business-cha">https://www.thecha.org/how-do-business-cha</a>