

CHICAGO HOUSING AUTHORITY ("CHA") REQUEST FOR PROPOSAL ("RFP") EVENT NO. 3300 (2025) for LOOMIS COURTS REDEVELOPMENT

Required for use by Development

ISSUED ON: Friday, August 29, 2025
ISSUED BY: DEPARTMENT OF PROCUREMENT AND CONTRACTS

PROPOSALS DEADLINE: Friday, October 24, 2025, at 2:00 P.M., CST

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

PROPOSALS WILL NOT BE ACCEPTED AFTER THE DUE DATE AND TIME

Respondent Name:		
Contact Name:		
Contact Telephone:		
Contact Email:		
other proposal, qualification	rue to the Scope of Work described or bid requests provided by the the requirements as defined in this	he Chicago Housing Authority.
Angela Hurlock Interim Chief Executive Officer	www.thecha.org Revised as of 04/10/25, all others void	Sheila Johnson Deputy Chief Procurement

Chicago Housing Authority

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KEY INFORMATION

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

Teresa Lipsey, Senior Procurement Specialist

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

Phone: (312) 913-7322 E-mail: <u>tlipsey@thecha.org</u>

Responses shall be submitted via the Supplier Portal at https://supplier.thecha.org no later than Friday, October 24, 2025, by 2:00 PM, CST. The Proposer shall be responsible for electronic submission by the due date and time. Late proposals will not be accepted.

A mandatory in-person pre-proposal conference is scheduled for Thursday, September 18, 2025, at 9:00 a.m. CST to discuss the scope of services and the CHA contract requirements. The meeting address is 60 E. Van Buren Conference Rooms 736B-C. In order to participate onsite, you will need to RSVP by Tuesday, September 16, 2025, at 12:00 PM, CST with Teresa Lipsey via email at tipsey@thecha.org. Please submit your Company Name, Your Name and email address confirming reservation.

A mandatory site visit is scheduled for Friday, September 19, 2025, from 9:00 AM to 11:00 AM CST. We will meet at the property management office for Loomis Courts, located at 1314 W 15th St #105, Chicago, IL.

The Letter of Intent to Submit a Proposal, Attachment A, is due **Tuesday, September 23, 2025**, **at 11:00 a.m. CST**. The Letter of Intent to Submit a Proposal, Attachment A 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 contract requirements must be submitted via the Supplier Portal at https://supplier.thecha.org. no later than Tuesday, September 23, 2025, by 12:00 PM, CST.

<u>Electronic Submission</u>: CHA requires Respondents to submit an electronic proposal for the above-described Event. Respondent shall upload all documents via the CHA Supplier Portal at: 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 Mauricio Beltran, Senior Procurement Specialist, at 312-786-3391, <u>MBeltran@thecha.org</u>. **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

The Chicago Housing Authority (CHA) seeks to partner with a qualified development team ("Developer") to execute redevelopment of two existing CHA-owned multi-family buildings called Loomis Courts Apartments. The Site is defined as the parcel of land containing two seven story multi-family buildings bounded by W. 14th Place to the north, S. Throop Street to the east, W. 15th Street to the south, and S. Loomis Street to the west, and comprises approximately 3.55 acres of CHA-owned land located in a rapidly developing neighborhood within the Near West Side Community Area.

CHA's primary goal is to improve the quality of life for our residents while completing needed capital repairs and replacing major building systems. CHA seeks to secure a LIHTC Award for the preservation of the exiting Loomis Courts Apartments in 2026 with the goal of closing on financing to begin construction by the end of 2027.

CHA seeks a development partner, who will complete the redevelopment work on behalf of CHA under one of two potential structures:

- (1) Developer functions as a partner in the ownership of the rehabilitated buildings through an affiliated entity with the CHA; OR
- (2) Developer functions as a fee developer without an ownership interest and with no ownership obligations except a development guaranty.

Irrespective of the development approach proposed by respondents, CHA will maintain ownership of the underlying land, which will be ground leased to the owner entity.

Following an award through this solicitation, CHA and the selected Developer will negotiate a Development Agreement, which will lay out the terms of the transaction, including but not limited to the ground lease, performance standards, schedule, construction compliance, roles, responsibilities, and any other terms deemed necessary for the successful redevelopment of the Site.

Respondents must submit a proposal that addresses all components of this solicitation including the Project Background, Scope of Services, and all associated attachments.

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.

Project Background

The priority of this solicitation is to select a respondent to partner with CHA to renovate and preserve the existing Loomis Courts buildings and to enhance the quality of life for future residents by constructing new amenity spaces.

CHA developed Loomis Courts Apartments in 1951. Loomis Courts features two seven story multi-family buildings. The addresses for the multi-family buildings are 1314 & 1342 W. 15th St located in the 60608-zip code. The existing buildings were last renovated in 2005 and 2006. A copy of the architectural drawings from the previous renovations are included as (Attachment F) and (Attachment G) in this solicitation.

The 2005 and 2006 renovations were performed as part of a 4% Low-Income Housing Tax Credits transaction featuring a HUD 221(d)4 loan as the first mortgage. The project reached the end of its 15-year compliance period in 2022 and is currently operating within an Extended Use Period. The remaining balance of the first mortgage at the end of 2025 is expected to be \$4.1 million. Respondents should address the repayment of the outstanding balance of the first mortgage in their development financing scenario as part of the submittal requirements.

The units and the major building systems require significant capital repairs and improvements. The existing buildings also lack the resident amenities typical of modern affordable housing. The existing conditions at the Site and CHA's long-term commitment to the high-quality preservation and sustainability of our buildings supports the goal in this solicitation to update all units, replace major systems as necessary to ensure the buildings' operating longevity and provide new management and amenity spaces.

Below is a chart with the original unit breakdown for each building -

	1314 W. 15 th Street	1342 W. 15 th Street	Total
1-bedroom	42**	42	84
2-bedroom	21	21	42
Total	63	63	126

^{**}Please note – The 126 total unit count includes two first floor one-bedroom units in 1314 W. 15th St. that had been previously combined and currently serves as Property Management Offices.

Loomis Courts currently has a Project-based Rental Assistance (PBRA) contract covering 125 units. However, PBRA subsidy cannot be combined with CHA capital funds. Given the rehabilitation needs at the property, CHA plans to contribute capital funds operating subsidy through the Restore-Rebuild program at Loomis Courts.

Located in Chicago's Near West Side community area, the Site is well-resourced, providing residents with access to new local amenities, public services, shopping, transportation options, and employment opportunities. Since 2018, three large residential developments have created over 300 new units of market rate housing within immediate proximity to Loomis Courts. Loomis

Courts is located within a Planned Development zoning designation and the large swaths of vacant land next to the existing buildings provide the opportunity for new housing.

An important point of CHA's vision for the future of Loomis Courts is to construct new amenity spaces that will enhance the livability and long-term operations of Loomis Courts. The new amenity spaces will ideally be situated in the center of the Site directly between the two buildings and designed to provide amenities such as centralized laundry, community room, exercise room, and other appropriate amenities for use by residents living at Loomis Courts. The new amenities will also include dedicated property management office space designed professionally and appropriately to manage the daily operations of the buildings and appropriately located office space for resident services.

The selected respondent may have the opportunity to acquire portions of the Site not necessary for the redevelopment of the existing Loomis Courts buildings for new mixed income rental and for-sale homes if doing so supports the overall project's financial feasibility or achieves other CHA mission objectives. CHA welcomes interested respondents to submit proposals in accordance with part 3 of the Scope of Services and as further described in the solicitation's Submittal Requirements. Respondents who elect to submit proposals for new development should clearly demonstrate how the new development will financially benefit the redevelopment of the existing buildings.

ARTICLE III STATEMENT OF WORK/SCOPE OF SERVICES

CHA is seeking a development partner who embraces CHA's mission to "create and sustain strong communities where residents thrive, and everyone can unlock their economic power."

Overall, the proposal to redevelop the Property will be for a substantial rehabilitation of the existing buildings and a plan to reposition the existing Site to include:

- Complete renovation of the two existing buildings and renovate residential units to provide the best layouts, modern finishes, and upgrade unit amenities and fixtures.
- Environmental remediation, lead-based paint removal, and asbestos abatement (as required).
- Improvements to the Site that will benefit residents and the surrounding community.
- Design and construction of new amenity spaces.
- Positioning the property for long-term operating, environmental and financial sustainability.

This Scope of Services identifies CHA's goals, objectives, and requirements for the comprehensive rehabilitation of the Property. Respondents are required to outline how they propose to respond to these goals, objectives, and requirements. CHA recognizes that there are multiple approaches to reaching these objectives and respondents are invited to present their preferred approach based on their experience and expertise while ensuring the approach meets the needs of our residents and are operationally and financially viable.

The Selected Respondent will be required to meet all performance criteria throughout the entire redevelopment process regardless of any partnership or subcontracts. Completion of the redevelopment on time and within budget is

critical. Therefore, experience with acquiring land from government agencies, rehabilitation of buildings, construction phasing and scheduling, and the execution of quality rehabilitation are key.

Rehabilitation and Improvement of Existing Buildings

CHA's key objectives for the capital work related to the rehabilitation and improvement of the existing buildings at the Property are outlined in this section of the Scope of Services and in the Physical Needs Assessment performed by BBG Assessments, Property Assessments of Loomis Courts provided by additional inspections, and a preliminary construction scope of work is included in (Attachment I).

This Scope of Services, site visit observations and the supporting materials contained in the Attachments should inform all responses from Developers. Responses that are a drastic deviation from the preliminary scope of work will not be considered.

Respondents are invited to recommend approaches based on the provided materials and their site visit observations to further meet the CHA's objectives for the rehabilitation and improvement of the existing buildings included but not limited to the following:

Quality of Life: Improving residents' quality of life and health outcomes through a substantial rehabilitation and improvement of the buildings ensuring the Property is rehabilitated as a modern, livable, high-quality environment for the future.

Existing Apartment Units: Renovating the existing units to bring them to current design, quality, Building Code, and other applicable standards for comparable projects to the greatest extent feasible. Proposals that seek to increase the size of units by decreasing the number of units will also be considered.

Increasing Unit Sizes: Respondents are strongly encouraged to explore the feasibility of increasing the size of units without decreasing the total number of units. To achieve this goal, respondents are encouraged to explore the feasibility of converting a portion of the two-bedroom units into larger one-bedroom units. Alternative design approaches to increasing unit sizes, such as revising existing layouts, are strongly encouraged. Proposals that do seek to increase the size of units by decreasing the total number of units will be considered.

Design Guidelines and Requirements: Ensuring all proposed designs meet the required standards for any local, State or Federal funders for the redevelopment of the Property.

Exterior Concrete Walkways: To enhance the curb appeal of both buildings and improve their livability, CHA seeks to enclose the exterior concrete walkways with a decorative curtain wall designed to incorporate plexiglass panels with different tints and colors to give the existing buildings a new striking curb appeal. They will also serve the practical purpose of protecting the walkways from the outdoor elements and Chicago's winter weather.

Property Management Spaces: Property Management spaces are presently being operated out of two offline one-bedroom units. A goal of this redevelopment plan should be to bring the units back online and incorporate the appropriate property management spaces into the new amenity facility space as outlined below.

Site Plan and Parking: Redesigning the Site Plan thoughtfully to create desirable, weather-appropriate outdoor spaces for residents and spaces that relate positively to the adjacent neighborhood. The Property should be enhanced in ways that are attractive while offering security to residents. Parking for the rehabilitated buildings should blend well with the Site and the surrounding community. Respondents should review the Proposed Construction Improvements included as (Attachment I).

Environmental Remediation: Ensuring complete environmental remediation of the property to all applicable local, State and Federal regulations including but not limited to ant lead, asbestos, and/or mold abatement as required.

Safety and Security: Increasing safety and security for residents through site design, building design, and building systems upgrades including the provision of cameras to assist with security.

Heating and Cooling: Ensuring centralized heat and air conditioning is a core focus of the rehabilitation at the Property. CHA's goal is for the property to be converted to all-electric while also ensuring residents have the ability to adjust the temperature in their homes independently of their neighbors.

Elevators: Each building is equipped with a passenger elevator and a freight elevator that provides access to all levels. Replacement of the equipment and controls for both elevators in both buildings should be anticipated. Please refer to the Proposed Scope of Work and Draft Property Needs Assessment from 2023 included as (Attachment L).

Internet and Wi-Fi: Ensuring internet access and Wi-Fi infrastructure improvements are included in the rehabilitation at the Property. All residents should have internet access in their units with appropriate bandwidth paid through the property operating budget. The property should have Wi-Fi access throughout the amenity areas and appropriate infrastructure to support secure internet access in management spaces and required for social service programing.

Minimizing Construction Impacts: Ensuring all construction and rehabilitation is planned in a way that minimizes impact to the surrounding community. The impacts to be minimized include but are not limited to disturbance from noise, dust, changes to building access during construction that impede access, and if required, provide for continued access to existing or creation of temporary amenity spaces and community rooms.

Resident and Community Engagement: Ensuring previous residents of Loomis Courts and the larger community are fully engaged in the planning and design of the proposed Site improvements, seeking input on desired features is a critical component. Developing and implementing a clear communication plan around the proposed construction, storage of materials and activities during construction, lease changes, and other relevant information for the rehabilitation of the property. (Additional related requirements for future residents are also outlined in the Property and Asset Management section below).

Existing Debt: The 2005 and 2006 renovations were performed with a HUD 221(d)4 loan as the first mortgage. The remaining balance of the first mortgage at the end of 2025 is expected to be \$4.1 million. The note is scheduled to mature on January 1, 2047, and require monthly payments

of \$23,732 being due until maturity. The note bears interest at 3.31% per annum. A prepayment penalty of 2% of the outstanding balance is in place until the end of 2025 and is reduced to 1% through calendar year of 2026. The prepayment penalty term expires in 2027. Respondents should address the repayment of the outstanding balance of the first mortgage in their development financing scenario as part of the submittal requirements.

Design and Construction of New Facility for Amenity Space

Both Loomis Courts buildings lack the resident amenities typical of modern affordable housing and their original design prohibits the inclusion of amenity space without losing units. A focal point of CHA's vision for the future of Loomis Courts is to construct a new facility that will provide amenity space to enhance the quality of life for future residents and improve the building's functional operations.

Respondents should outline their proposals to create a new amenity space at the Property. By creating modern amenity spaces residents will be served with new spaces to socialize and foster a greater sense of community. The new facility will ideally be situated in the center of the Site directly between the two buildings. Please note there is a playground situated onsite in a location which could be considered for the new amenity space facility.

The new amenity space facility will be designed to provide modern amenities. The space will include centralized laundry and may include a community room, exercise room, computer room and lounging spaces. The facility should also include dedicated property management office space designed professionally and appropriately to manage the daily operations of the buildings including tenant relations, property maintenance, and financial operations/compliance requirements and appropriately located resident service office space.

CHA's key objectives for the new amenity space at the Property include but are not limited to the following:

New Amenity Facility: Design and construction of a new one- or two-story building centered between the existing buildings and provides, at a minimum, a covered walkway that provides residents with access.

Key Fob Access: Ensuring the new facility has a key fob access system.

New Property Entrance: Design and construct a new main entry for the building leading to a central reception area where onsite security will be stationed.

Resident Supportive Services Spaces: Design, construct, and furnishing new family-appropriate spaces for resident supportive services providers to provide assistance to residents and operate programs.

Property Management Spaces: Design, construct, and furnish new spaces for property operations and property management. This scope section should be considered in the context to any proposed design changes for the existing common areas and amenity spaces in the existing buildings.

Additional Amenities: Design, construct, and furnish new family-appropriate recreational and educational amenities within the new facility.

Amenity Sizing and Capacity: Completing planning, design, and engagement work to ensure all common areas and amenities are appropriately sized for the occupancy size of the Property. Respondents should be mindful of the maximum number of resident occupants in both buildings.

Laundry Facilities: Ensuring laundry facilities are updated and redesigned as needed to best serve residents and support maintenance and property operations for the long term.

Resident and End-User Engagement: Ensuring former residents are engaged in the planning and design of the proposed amenity spaces, seeking input on desired features and programming. Ensuring all end-users, including property management staff, resident service providers, and other programming staff are consulted as appropriate on the design to ensure the new spaces meet their needs. (Additional related requirements are also outlined in the Property and Asset Management section below).

Opportunity for New Development on Underutilized Sub-Parcels

Loomis Courts is in a neighborhood with a growing market for market-rate rentals and newly constructed for-sale homes. The Site features 155,000 sf of land within a Planned Development zoning designation and there is an opportunity to create new units of housing.

CHA welcomes interested respondents to submit proposals for new rental and for-sale homes that support the redevelopment of existing buildings. Respondents should demonstrate how the proposed new development will financially benefit the redevelopment of the existing buildings and advance CHA's mission objectives. This may include increased borrowing capacity, and/or the provision of new or additional capital to the redevelopment's capital stack, and/or capital provisions that will ensure the existing building's long-term operating sustainability.

Proposals will be reviewed in their totality. Those choosing to pursuit new development will have their proposals reviewed and scored under the 'Ability to obtain/implement financing and financial capacity,' evaluation criteria. If a respondent's proposal clearly shows financial benefit to the renovation of the existing building, they should expect to receive scoring consideration under the demonstrated creativity and CHA's return on investment scoring categories. **Note:** respondents who choose not to pursuit the opportunity for new development may still receive full points in these scoring categories.

The following includes factual considerations to be addressed in a respondent's proposal -

Full Site Size & Dimensions: The full Site contains approximately 155,000 square feet of land (3.7 acres) and is shaped with rectangular dimensions typical of a Chicago block. The Site runs East to West approximately 600 linear feet and runs North to South for an approximately 264 linear feet.

Design Considerations: The proposed new development should be situated on underutilized portions of the existing Site. The proposed new construction buildings should be appropriately sized and designed to blend within the neighborhood context. Strong proposals should include larger family units as part of the proposed unit mix.

Current Zoning and Entitlements: Per the amendment passed on September 21, 2022, the Site is located entirely within Planned Development Number 896. The Planned Development Zoning Amendment is including as an attachment to this solicitation. PD 896 contains several subareas as defined in the amendment. The subject Site is in Subarea E2 with bulk regulations that allow for additional units, additional floor area, and new residential uses ranging from townhomes to multi-family. Respondents must consider these bulk regulations as part of their proposal for the New Development opportunity.

Development Financing and Structuring

To meet CHA's primary goal of improving the quality of life for residents through the initiative outlined in this solicitation, respondents will need to demonstrate a sustainable and efficient long-term financing plan for the Property.

CHA will seek to redevelop Loomis Courts utilizing Restore-Rebuild program. Through the Restore-Rebuild program, the property will be redeveloped as public housing and convert to RAD PBV upon the delivery of units. The projected rent subsidy amounts for each unit type are subject to HUD's approval of New Assisted Rental Replacement units. Restore-Rebuild will also allow CHA to provide upfront development capital to the redevelopment of Loomis Courts. However, respondents should seek to maximize private financing and seek to minimize the need for CHA funds in the redevelopment's capital stack.

CHA welcomes Respondents to include an additional alternate financing structure in their proposal. Those respondents who choose to include an additional alternate financing structure should highlight in their proposals how the alternate financing structure enhances the feasibility of the project and best realizes the goals of this solicitation.

CHA's primary objectives relating to the financial structure and business terms for this initiative are outlined in this scope section and the Proposed Deal Terms in Exhibit I. The objectives outlined in the scope section include but are not limited to the following:

Capital Funding

Low Income Housing Tax Credits: Plan to finance the renovation of the existing buildings using Low Income Housing Tax Credits (LIHTCs). The deliverables necessary to secure LIHTCs should be central to the respondent's development plan. Respondents may propose to finance the project using 9% or 4% LIHTCs. Respondents should clearly identify their approach in their financing plan. A key consideration of the financing structure should be the effective use of CHA funds. The goal is for Loomis Courts to be awarded LIHTCs in 2026 and close on financing by the end of 2027 with construction planned set to begin immediately following.

Effective Use of CHA Funds: Ensuring the financing plan minimizes the amount of CHA funds required to achieve the development objectives for the Property and maximizes private funding.

Soft Funds Assumptions: Ensuring the financing plan minimizes the use of City of Chicago or Illinois Housing Development Authority soft funding sources required to achieve the development objectives for the Property and maximizes private funding.

Alternative Subordinate Financing: Ensuring to the fullest extent possible that the financing plan relies on subordinate financing sources beyond the financing sources mentioned above.

Innovative Financing Strategies: Identifying to the fullest extent possible, any proposed alternative financing strategies beyond traditional affordable housing funding sources.

Proposed Deal Terms: Respondents should note CHA has included a set of Proposed Deal Terms for the Loomis Courts Redevelopment in the attachments to this solicitation. Respondents should demonstrate their understanding and approach to financing the project based on the Proposed Deal Terms.

Property and Asset Management

The proposed development of the Property will require a complex, multi-year development initiative in a previously occupied building. Respondents should be able to demonstrate their experience with, and proposed approaches to, managing the complexity of a large-scale rehabilitation of property at this scale. CHA's objectives and key considerations for property and asset management include but are not limited to the following:

Property Management Team: Identifying the proposed Property Management firm is an essential requirement for responses to this solicitation. The firm must have experience and a proven track record of planning and managing occupied rehabilitation of LIHTC properties, leasing, resident meetings, lenders, and investors compliance requirements and managing multifamily housing featuring rental subsidy.

Population-specific Experience: Ensuring respondents identify a firm with seasoned management experience and an understanding of the needs of our residents.

Ownership and Asset Management Coordination: Ensuring the Developer's Property Management firm has experience and capacity to work directly with ownership and asset management teams to lease-up the Property from the current public housing funding and operating model to LIHTC financing. The Developer and their Property Management firm must satisfy all CHA, HUD, and LIHTC requirements in a way that meets the needs of CHA residents.

Pre-Construction Responsibilities: Ensuring a clear plan and team capacity to ensure a seamless transition from the property management team in-place before construction takes place to the team responsible for managing the building during construction. The Developer's property management team should be closely engaged in understanding specific and individualized needs of any recent resident and the larger community before any construction activities begin.

Construction Phase Responsibilities: Ensuring a clear plan and team capacity to support residents through temporary relocations and disruptions to building access and amenities during

the construction phase if required. The Selected Respondent's Property Management team must have the necessary experience and staffing to work closely with residents and the surrounding community.

Post-construction Responsibilities: Ensuring a clear plan and team capacity to support all post-construction activities including but not limited to lease-up as required, resident relocation and return to units, supporting transition/handover to the long-term property management team if required, and updating and amending Operating and Maintenance Plans.

Occupancy Target: Achieving and maintaining at least 95% occupancy when rehabilitation is completed.

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 anybody 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:

- 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 B – Vendor Submission Checklist) may be deemed non-responsive to this RFP.

B. <u>Cover Letter and Executive Summary Form</u>

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 Purchase and Sales Agreement (refer to Article IX), CHA's contract Requirements s, 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. Respondent's Proposal <u>shall</u> include the following information: (1) the legal name of the firm, (2) a description of the primary area(s) 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 firm, (6) all of the firm's registration/license numbers(s) in Illinois, (7) the length of time the firm has worked in its area of expertise generally, and in Illinois if different for a different length of time, and (8) the firm may submit a general brochure of their work.
- 2. Describe experience working with Housing Finance Agencies and investors on 9% and 4% LIHTCs transactions and Public Housing Authorities.
- 3. Describe experience of team members completing rehabilitation projects using low income housing tax credits.
- 4. Provide documentation for the proposed Development Team including the proposed architectural design team, MEP engineering firm, the proposed general contractor, and Property Management firm that demonstrates the relevant experience, identifies previous work on CHA-financed projects (if any), and provide resumes/bios for their principals and key staff proposed to be assigned to the project.
- 5. Describe Respondent team's capacity to move the project forward and outline any existing commitments that would impact Respondent team's ability to implement the work according to the timeframe.

Property Management Firm's Qualifications and Experience

Respondents should provide the following information relating to their proposed property management firm's qualifications and experience:

- 1. Brief overview of the proposed property management firm, including the location of the firm's principal office, qualifications of the property management firm's key personnel, and reporting structure for Development team and property management firms.
- 2. Proposed approach to managing both buildings at the Property. Provide details on staffing plan including number of assigned employees and commitment to hold office hours suitable for working residents.
- 3. Describe the property management firm's management, supervision, maintenance, and social service staffing policies.
- 4. Describe the firm's policies and procedures for various management tasks, including rent collection and delinquencies, accounting, and reporting, tracking maintenance work orders and repairs, and emergency repair procedures.
- 5. Describe the firm's policies and procedures for tenant relations including new-resident orientation, recertification, and handling tenant complaints.
- 6. Describe the quality control/assurance activities the Property Management Firm will conduct to ensure all applicable file audits meet or exceed acceptable standards.
- 7. Describe the firm's ongoing staff training procedures and how the firm ensures staff remain experts in compliance, customer service, and crisis response protocol.
- 8. Describe the technology used by the firm and the protocols to track rent payments and lease compliance.
- 9. Describe the preventative maintenance plan to extend the life of property systems and provide a long-term capital improvement strategy to ensure the building remains in good condition post-rehabilitation

D. Approach/Work Plan

The Respondent must provide a narrative describing the approach to delivering the Scope of Services for the Site. At a minimum, Respondents should address the information outlined below:

- 1. Provide a development project narrative description that clearly articulates the overall redevelopment plan and the major redevelopment components.
- 2. Identify proposed key development team members including, at minimum, the architectural design team, MEP engineering firm, and the proposed general contractor.
- 3. A narrative acknowledging the Proposed Construction Improvements for the renovations of the existing buildings as included as (Attachment I). The narrative should also provide feedback, recommended alternatives, and a description of how it was factored into the Sources and Uses included in the proposed Development Financing Plan.
- 4. Provide concept drawings for the existing buildings including 1st floor and typical residential floor plans, unit lay-outs, and a list of suggested design features, especially those that respond to long-term maintenance needs.
- 5. Provide concept drawings for a new community amenity facility including a Site Plan, renderings, floor plan and a narrative that describes design and construction.

- 6. Respondents choosing to pursue the opportunity for new development(s) on underutilized portions of Site should Provide concept drawings including a Site plan with the new development(s) and existing buildings, renderings, unit layouts, and floor plans. Respondents should also provide a narrative description that details the proposed unit mix, number of market rate rental units, and/or number of for sale homes, the size of the new building(s), number of floors, square footage, and construction type.
- 7. Describe the community engagement strategies that will be employed during the planning and construction phases of the project.
- 8. Describe the plan to manage the construction process, including the bidding phase, meeting Section 3 hiring requirements, and construction implementation.
- Include a redevelopment timeline consisting of an overall project schedule that prioritizes completion of the renovation of the existing buildings and include milestones and target completion dates.
- 10. Include proposed ownership structure at development completion.

Capacity to Implement Development Financing Strategy

- 1. The Respondents must provide their most recent Schedule of Real Estate Owned
- 2. The Respondent must provide a development finance scenario for the redevelopment of the existing buildings and the development of a new amenity space facility. Respondents should assume Loomis Courts will be redeveloped through the Restore-Rebuild program. The development finance scenario must include, at a minimum, the following:
 - I. A narrative describing the respondent's proposed finance strategy
 - II. A detailed Sources and Uses that identifies the necessary bond size
 - III. A summary description of assumed financing terms and other key assumptions
 - IV. A detailed 20-year operating pro forma based on a proposed operating budget.
 - V. Projected repayment of any loan from CHA,
 - VI. Division of developer fees.
 - VII. Proposed Ownership structure(s),
 - VIII. Potential alternative financing approaches
- 3. The Respondent **may** provide a development finance scenario to propose the creation of new units on the underutilized portions of the project Site. A development finance scenario to develop new housing should include, at a minimum, the following:
 - I. A narrative describing the respondent's proposed finance strategy
 - II. A narrative describing the how the respondent's proposed new development will provide financial benefit to the redevelopment of the existing buildings.
 - III. A narrative describing the land to be conveyed in accordance with the proposal's plan for the Site and a description of the planned conveyance.

An effective proposal to develop new rental housing should include:

- i. A detailed Sources and Uses for the new rental development
- ii. A summary of assumed financing terms and other key assumptions including the market rate rent amount.

iii. A detailed 20-year operating proforma

An effective proposal to develop new for-sale housing should include:

- i. A total Sources and Uses for the new for-sale housing.
- ii. A defined number of for-sale homes and projected development costs per home.
- iii. A defined target sales price per home and total projected sales proceeds.

E. Work History with CHA and other Local Public Agencies

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

F. Past Performance

The Respondent must provide a minimum of three (3) and a maximum of five (5) past development project descriptions that best demonstrate the Respondent's ability to perform the work outlined in the Scope of Services including work performed for CHA as one of the projects identified. The Respondent shall include a maximum one-page narrative for each project description to address, at a minimum, the following:

- 1. The scope of work performed, the location, dollar value (awarded versus received or reimbursed), the cost per participant, and list the Respondent's key personnel on the project.
- 2. Demonstrated success in previous and current work and how that work relates to success on this project.
- 3. Description of the qualitative and quantitative outcomes related to each project, whether they met the contract benchmarks, and if applicable, why the benchmarks were or were not achieved.
- 4. Demonstrated history of completing projects within the awarded budget and timeline of those projects.
- 5. Highlighted in each of the descriptions should be a summary of challenges encountered and how they were overcome.
- 6. Performance measures of the development team's demonstrated ability to meet the indicators included in the proposal.
- 7. Disclose any contractual defaults and how they were cured including CHA and non-CHA contracts.

Summary of Properties Managed

- 1. Respondents should provide a list of all the Section 8 and other government subsidized rental properties (including those which may be only partially subsidized) currently managed by your firm in Chicago and any such properties in Chicago managed by your firm at any time in the past five years. Provide the following information for each property:
 - i. The address and project name (if applicable)
 - ii. Government programs used to finance the project.
 - iii. The number of buildings involved in the project.
 - iv. The total number of units and the number of subsidized units.
 - v. Whether the project is for elderly or families or both
 - vi. The current occupancy rate for the project if currently managed.
 - vii. The project's annual Debt Service Coverage Ratio in 2024
 - viii. The date the property management firm began managing the project, and the date management of the property ended, if applicable.
 - ix. The property owner(s) name and address.
 - x. Whether the property management firm has any ownership interest in the project.
 - xi. The latest Real Estate Assessment Center (REAC) and Management and Occupancy Review (MOR) scores available.
 - xii. If there is a property with a failing score, and/or has an occupancy rate under 90%, and/or a 2024 Annual DSCR below 1.05, provide an explanation and current plan for improvement.
- 2. Respondents should provide a separate list of non-Section 8/non-subsidized rental properties in Chicago currently managed by your firm including those managed at any time during the past 5 years. Please provide the following information for each property:
 - i. The address and project name (if applicable)
 - ii. Government programs used to finance the project.
 - iii. The number of buildings involved in the project.
 - iv. The total number of units.
 - v. Whether the project is for elderly or families or both
 - vi. The current occupancy rate for the project if currently managed.
 - vii. The project's annual Debt Service Coverage Ratio in 2024
 - viii. The date the property management firm began managing the project, and the date management of the property ended, if applicable.
 - ix. The property owner(s) name and address.

If there is a property with an occupancy rate under 90%, and/or a 2024 Annual DSCR below 1.05, provide an explanation and plan for improvement.

G. References

Proposers are required to provide at least three (3) references, excluding CHA, from within the past three (3) years for projects and areas of responsibility similar to those the Respondent desires to provide herein. Please include company name, contact person, mailing address,

telephone number and email address. Please include a brief but detailed explanation of services provided and submit with your proposal. CHA will email any questions to the references included in your submission. Please inform your references that they will be contacted by CHA. (Attachment D)

H. Organization Structure and Key Personnel

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

I. Fee Proposal Form [Not Required]

J. <u>Insurance Requirements</u>

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

K. <u>Joint Venture Agreement</u>

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

L. Liens, Suits, Disputes, Defaults and Judgments

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

M. Audit Findings and Other Compliance Reports/Evaluations

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

N. Debarment Statement

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

O. Economic Disclosure Statement

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.

P. Financial Information

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

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

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

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

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

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

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

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

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

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

Q. Vendor Submission Checklist

Refer to Attachment B 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. HUD Form 5370 or 5370-C

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

ARTICLE VI INSURANCE REQUIREMENTS

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

Prior to the commencement of this Agreement, the Vendor 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 Vendor, its officers, agents, representatives, or employees. The insurance carriers used must be authorized to conduct business in the State of Illinois and shall have an A.M. Best rating of not less than A: VII.

Minimum Coverage and Limit Requirements

- 1. **Commercial General Liability**: General Liability Insurance on an occurrence basis with limits not less than \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 covering bodily injury and property damage. This coverage shall also include, but not be limited to, contractual liability, products and completed operations, personal and advertising injury.
- 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.
 - o Coverage A Statutory Limits
 - Coverage B Employers Liability \$500,000 bodily injury or disease each accident;
 each employee
- 3. **Auto Liability**: Required when any vehicles (owned, hired and/or non-owned) are used in connection with the Services to be performed, coverage limits of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage.
- 4. Professional Liability: Coverage is required when services are performed by licensed professionals and/or Scope involves performing any financial, auditing, consulting, design, engineering, surveying, testing, or other professional services. Professional Liability insurance appropriate to the Contractor's profession shall provide coverage for the acts, errors, or omissions with a limit of not less than \$1,000,000 per claim or occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under the Agreement. A claims-made policy which is not

renewed or replaced must have an extended reporting period of two (2) years following termination of Agreement.

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 selfinsured 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 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. The 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.

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 Contract Requirements 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 = 0.800.80 x 20 = 16 (points)

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

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

EVALUATION CRITERIA	MAXIMUM POINTS
 SPECIALIZED EXPERIENCE AND PAST PERFORMANCE (TECHNICAL): The proposed team members demonstrate successful experience required for the design, planning, financing, construction (utilizing RAD PBV) of the buildings that require in place rehabilitation. (10 points) Professional qualifications and experience of the Respondent and its team members that demonstrate successful past performance on similar type projects, with similar scope and magnitude. Verifiable past experience that demonstrates Respondent's ability to coordinate activities (including meeting budget, schedule, and other performance requirements). Include references for the Respondent. (10 points) Property Management firm demonstrates a proven track record of managing family housing featuring CHA contracts as demonstrated in the completeness of their defined procedures and the strength of their existing portfolio's performance. (10 points) 	30
 APPROACH AND WORK PLAN (TECHNICAL): Quality work plan that clearly demonstrates the respondent's understanding of CHA's vision for the property, the scope of work for the planned renovation, and demonstrates creativity in design plans for a family resource center with for amenities for residents. (10 points) Work plan should be resident focused with an engagement strategy that is well considered by the respondent and demonstrates capacity to implement the strategy. (10 points) The Respondent shall include a plan to provide CHA long-term ownership through an affiliated entity. (5 points) The Respondent shall include a redevelopment timeline consisting of an overall project schedule that includes milestones and a target completion date. (5 points) 	30
ABILITY TO OBTAIN/IMPLEMENT FINANCING AND FINANCIAL CAPACITY (TECHNICAL): Demonstrated creativity and ability to structure and obtain maximum private financing to leverage public financing for mixed-finance transactions. (10 points) Plan to provide CHA return on investment and need for CHA Predevelopment & Capital funds. (10 points)	30

Demonstrated capacity to provide guarantees needed for funding. (10 points)	
 CONTRACT REQUIREMENTS: Demonstrated understanding and quality of CHA's contract requirements, including MWD/BE and Section 3 goals (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 CONTRACT REQUIREMENTS

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

^{*} if not self-performing

Minimum 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 Business, visit the Workforce Opportunity Resource Center (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.

Minimum Thresholds

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

^{*}Or indirect **excludes direct support service providers *** Required regardless of contract amount

1. Utilization Plan:

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

Document Name	To be Completed By	Details
Utilization Plan (UP) M/W/DBE and Section 3 Businesses	Prime Contractor	This Excel worksheet will include all M/W/DBE and Section 3 Businesses subcontracting as well as proposed indirect, etc.

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

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 https://www.thecha.org/contracting-opportunities/cha-contract-requirements.

ARTICLE IX PURCHASE AND SALES AGREEMENT

Upon the award of a contract, the Selected Respondent(s) will negotiate, then execute CHA's Purchase and Sales Agreement which shall include the same terms and conditions as set forth in Exhibit X, Purchase and Sales Agreement Terms. 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 Exhibit X. 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 in Exhibit X, if awarded a contract by CHA (refer to Attachment C).

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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 #3300 Loomis Courts Redevelopment.
- 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 perjutorgoing documents are true and correct, and that I am to commit to this proposal.						
Name of Preparer (print)	Title					
Signature	Date					
Attesting Signer's name (required for corporations)	Title					
Attesting Signature (required for corporations)	Title					
Contact Person's Name and Title						
Telephone Number	Fax Number					

Email Address

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

ATTACHMENT A

LETTER OF INTENT TO SUBMIT A PROPOSAL REQUEST FOR PROPOSALS (RFP) EVENT #3300 LOOMIS COURTS REDEVELOPMENT Development

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