

# CHICAGO HOUSING AUTHORITY ("CHA") REQUEST FOR PROPOSAL ("RFP") EVENT NO. 3282 (2025) for

## **Real Estate Services**

# Required for use by Property and Asset Management

ISSUED ON: Thursday, September 18, 2025
ISSUED BY: DEPARTMENT OF PROCUREMENT AND CONTRACTS

PROPOSALS DEADLINE: Wednesday, November 5, 2025, at 1:00 P.M., CT

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

## PROPOSALS WILL NOT BE ACCEPTED AFTER THE DUE DATE AND TIME

Respondent Name:	_	
Contact Name:		
Contact Telephone:		
Contact Email:		
	bid requests provided b	ribed herein and notwithstanding any by the Chicago Housing Authority. this RFP.
Angela Hurlock Interim Chief Executive Officer	www.thecha.org	Sheila Johnson Deputy Chief Procurement

Chicago Housing Authority

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ATTACHMENT C - VENDOR SUBMISSION CHECKLIST

ATTACHMENT D - STANDARD PROFESSIONAL SERVICES AGREEMENT

ATTACHMENT E – REFERENCE QUESTIONNAIRE

ATTACHMENT F - UTILIZATION PLAN

**EXHIBIT 1 – APPRAISAL REPORT REQUIREMENTS** 

#### **KEY INFORMATION**

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

Mauricio Beltran, Senior Procurement Services

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

Phone: (312) 786-3391

E-mail: MBeltran@thecha.org

An **in-person** pre-proposal conference is scheduled for **Tuesday**, **September 30**, **2025**, **at 1:00 PM CT**. to discuss the scope of services and the CHA contract requirements. The meeting address is <u>60 E. Van Buren Conference Rooms 736A-C</u>. In order to participate onsite, you will need to **RSVP by Thursday**, **September 25**, **2025**, **at 1:00 PM CT with Mauricio Beltran via email at <u>MBeltran@thecha.org</u>. Please submit your Company Name, Your Name and email address confirming reservation.** 

Questions regarding clarification or verification of these specifications and CHA contract requirements must be submitted via the Supplier Portal at <a href="https://supplier.thecha.org">https://supplier.thecha.org</a>. no later than **Thursday**, **October 2**, **2025 by 1:00 PM CT**.

The Letter of Intent to Submit a Proposal, Attachment B, is due **Monday, October 27, 2025, at 1:00 PM CT**. The Letter of Intent to Submit a Proposal, Attachment B must be submitted via the Supplier Portal at <a href="https://supplier.thecha.org">https://supplier.thecha.org</a>.

Responses shall be submitted via the Supplier Portal at <a href="https://supplier.thecha.org">https://supplier.thecha.org</a> no later than Wednesday, November 5, 2025, 1:00 PM, CT.

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

If you do not intend to submit a proposal in response to this RFP, please submit via the Supplier Portal at <a href="https://supplier.thecha.org">https://supplier.thecha.org</a>, a brief explanation in order to continue to receive future bid/RFP notices.

<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: <a href="https://supplier.thecha.org">https://supplier.thecha.org</a>. Electronic proposal submission requires only one (1) copy. Each submittal section of the electronic proposal shall be labeled <u>and</u> 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, MBeltran@thecha.org. **Respondent shall bear all costs of responding to this solicitation.** 

#### ARTICLE I INTRODUCTION

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

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

#### ARTICLE II INTENT AND PURPOSE

The Chicago Housing Authority (CHA) is issuing this Request for Proposals (RFP) to solicit responses from qualified, experienced, and licensed professional firms to provide a suite of real estate services. These services include, real estate appraisals, brokerage services, consulting services, and land surveying services in support of CHA's mission to expand access to affordable, high-quality housing throughout the City of Chicago.

Through this RFP, CHA seeks to establish one or more contractual partnerships with firms that demonstrate technical expertise, professional integrity, and a strong commitment to the public good. These services are critical to CHA's strategic real estate initiatives, including the acquisition, disposition, development, renovation, and long-term management of residential, commercial, and mixed-use properties, as well as vacant land across a variety of zoning classifications.

**CATEGORY 1 Appraisal Services:** CHA requires firms that can deliver comprehensive property valuations and market analyses that comply with the Uniform Standards of Professional Appraisal Practice (USPAP). These services will include appraisals of single-family homes, multi-family buildings, commercial properties, mixed-use developments, and land, as well as market studies and comparable property reports. Appraisal reports must support CHA's decision-making processes by providing accurate, timely, and well-supported valuation data, including cost, income, and sales comparison approaches, along with feasibility and affordability analyses where applicable.

**CATEGORY 2 Brokerage Services:** CHA requires Real Estate Brokerage Consultant to act as broker in a variety of transaction types including, but not limited to: the sale of CHA property or acquisition of property on behalf of the CHA; leasing and purchasing of new space or locations; relocation or expansion into new space; and the consolidation, termination, subleasing, reconfiguration or restructuring of existing lease agreements. Service needs may also include support leasing property to other entities including renewals or extensions of existing leases, expansions of existing tenants and leasing any vacant space.

**CATEGORY 3 Consulting and Advisory Services:** CHA requires strategic Real Estate Consulting and Advisory Services to provide various real estate consulting services to supplement CHA's internal resources and assist CHA in making real estate decisions based on current and anticipated future public policy objectives, regulatory requirements and market

conditions. This category includes real estate development financial feasibility and proforma analysis services for CHA-owned sites being considered for redevelopment. These services are required to assess the development potential of CHA sites and provide advisory support for structuring complex, multi-source public housing development projects. Consultants will support CHA in evaluating development scenarios and project financing and structure terms that align with the agency's mission and strategic goals, including affordable mixed-income and mixed-use development.

**CATEGORY 4 Land Surveying Services:** CHA also requires firms capable of performing a full spectrum of professional land surveys. These include, but are not limited to, boundary surveys, ALTA/NSPS Land Title Surveys, topographic and as-built surveys, plats of subdivision, right-of-way and easement surveys, and construction staking. All surveying work must be performed by certified professional land surveyors licensed in the State of Illinois and conducted in accordance with applicable federal, state, and local regulations, including the 2021 ALTA/NSPS survey standards.

**CATEGORY 5**: **Market Studies and Market Reports**: CHA requires professional real estate research and other qualified real estate firms to deliver accurate and effective market studies and market reports. Over the past decade, CHA has required market reports for its real estate development sites and other strategic real estate portfolio purposes. CHA seeks to contract firms for such services who share CHA's goal to house more people.

All five of these service areas are essential to ensuring the integrity of CHA's real estate data, facilitating compliance with regulatory requirements, and guiding planning, zoning, design, and development activities. Firms selected through this RFP will support CHA projects from early planning phases through implementation and close-out, providing accurate and actionable insights that drive efficient and equitable housing outcomes.

The CHA anticipates awarding a firm fixed-rate contract for a base period of (3) years. Additionally, the CHA reserves the right, at its sole discretion, to extend the contract for up to two (2) one-year extensions. No award will be granted to a Respondent that is on the list of ineligible contractors to receive awards from the CHA or the United States, as furnished form time to time by HUD. The CHA reserves the right to select one or more vendors and award on or more contracts in connection with its solicitation.

This RFP reflects CHA's commitment to engaging experienced and responsible professional partners who share its vision of building stronger communities through informed, data-driven, and equitable real estate practices.

## ARTICLE III SCOPE OF SERVICES

#### A. SCOPE OF SERVICES

#### **CATEGORY 1: APPRAISAL SERVICES**

The Real Estate Appraisal Services Consultant will provide real estate appraisals in accordance with recognized professional practice and applicable principals of valuation including Uniform Standards of Professional Appraisal Practices ("USPAP") as promulgated by the Appraisal Foundation.

The appraiser must make all inspections and investigations, including verification and analysis of sales of comparable properties, as are necessary to enable the appraiser to prepare an opinion on the value of the property interest under appraisal, and to complete the required report to the full satisfaction of the user department. If applicable, each appraiser must comply with specific instructions or requirements as may be required for eminent domain proceedings. The appraiser may be required to give testimony in judicial proceedings and may be required to act as a review appraiser for specific appraisals.

The following is a general description of the procedures for obtaining Real Estate Appraisal Services. The term "Appraiser" means one or more qualified and licensed individual(s) employed by the selected Firm to perform appraisal services covered under an awarded Task Order based on the Consultant's proposal in response to a Task Order Request. "Appraisal Order" means the Task Order awarded to the Consultant and subsequent Notice to Proceed issued by each respective Department for each property appraisal.

#### **REQUIREMENTS:**

- Appraisers and firms must be State Licensed and State Certified Residential Appraisers in Illinois.
- Firms must be in good standing with the Illinois Office of Banks and Real Estate (OBRE).
- Each appraisal must include comprehensive documentation with market, economic, and cost data to support the appraised value. Reports should also include a narrative analysis and, if requested, value ranges based on zoning and intended use.

#### A. General

**Appraisal Services.** Appraisal Services may be ordered by an authorized Using Department at any time during normal business hours. Appraisals must be completed within the time limits specified in the Appraisal Order or otherwise required by the terms of this Agreement.

CHA invites firms to submit proposals for Real Estate Appraisal Services, which include, but are not limited to, the following property types:

- 1. Single Family Residences
- 2. **Bulk Appraisals** (10 or more single-family residences)
- 3. Condominium Units
- 4. **Multi-Family Apartments** (2-4 units, 5-12 units, 13+ units)
- 5. Large Elevator Apartment Buildings
- 6. **Mixed Use Properties** (Retail/Residential)
- 7. Commercial Properties (Office/Retail)
- 8. **Unimproved Land** (Various Zoning Areas)
- 9. Market Studies (residential rental, residential homeownership, commercial)
- 10. **Market Comparable Reports** (residential rental, residential homeownership, commercial)

Appraisal Orders. An authorized representative of a Using Department will specify whether it will select the Consultant that offers the lowest cost proposal resulting from a competitive bid among all Consultants (or a randomly rotating subgroup of Firm) or whether it will establish criteria other than, or in addition to, cost. The Using Department will then place an Appraisal Order as otherwise set forth in this Agreement. The Using Department may set forth qualifications for a particular Appraisal Order and select the Consultant based on their qualifications.

- The Using Department may request the services of a specific Appraiser in its Appraisal Order. In this case, the Consultant must assure that the appraisal is actually performed by that Appraiser, unless the Department approves substitution of an equally qualified Appraiser.
- If the Appraisal Order does not request that a specific Appraiser perform the services, then the Consultant may assign any appraiser who is appropriately licensed and qualified by the Appraisal Order or this Agreement.
- The Consultant must perform all Services in accordance with the standards of performance set forth in the Agreement.

# **B.** Description of Services

The Appraiser must appraise all parcels of property in accordance with recognized professional practice and applicable principals of valuation including Uniform Standards of Professional Appraisal Practices ("USPAP") as promulgated by the Appraisal Foundation. The Appraiser must make all inspection and investigations, including verification and analysis of sales of comparable properties, as are necessary to enable the Appraiser to prepare an opinion on the value of the property interest under Appraisal, and to complete the required Appraisal Report to the full satisfaction of the Using Department. The Appraiser must inspect each parcel, including all building structures, fixtures, and other improvements to the property. If applicable, each Appraiser must comply with specific instructions or requirements as may be required for eminent domain proceedings.

## C. Testimony in Judicial Proceedings

An Appraiser may be required to give testimony in Judicial Proceedings. Upon request from an authorized representative of a Using Department, the Consultant agrees that the Appraiser who completed the Appraisal Report will testify as to the value of the property interest appraised in any legislative or judicial proceedings in which such testimony is required. The Appraiser in preparation for deposition or testifying in a judicial proceeding must make available to the Authority for inspection all documents used in reaching their opinion of value. These documents could include but not be limited to all sales data, land sales research, surveys, maps, plats, models, land plans, artist renderings, architectural drawings, photographs, and other information used in reaching their opinion of value. In addition, if the Appraiser is required to provide copies of the documents in anticipation of deposition or trial they shall be reimbursed the costs for copying the documents at a rate agreed upon set forth in the Agreement.

The Consultant will be compensated for Testimony in Judicial Proceedings in accordance with the hourly rates agreed upon and set forth in the Agreement.

These services must include time required for:

- (a) reinspection of the property;
- (b) updating the Appraiser's valuation;
- (c) participating in pretrial conferences with counsel for the Authority;
- (d) verifying comparable sales, locating sales witnesses and supplying information relative to comparable sales;
- (e) time spent in depositions;
- (f) testifying in judicial proceedings; and, meetings with counsel in preparation for (e) and (f).

## D. Cooperation with Review Appraiser

CHA may require that one or more Appraisers act as Review Appraisers for specific appraisals. Upon the issuance of an Appraisal Order by an authorized representative of a Using Department, the Consultant will designate a Review Appraiser. The Review Appraiser will be required to examine all Appraisals performed for a particular parcel to assure that the Appraisals meet applicable appraisal requirements and seek, if necessary, corrections or revisions. Before the Authority will accept an Appraisal, the Review Appraiser must determine that the Appraiser's documentation, including valuation data and the analysis of that data supports the Appraiser's opinion of value. Appraisers will be required to cooperate with a Review Appraiser in every manner.

#### E. Consultation with CHA

The Consultant must assure that all Appraisers performing services pursuant to this Agreement will be available to consult with Authority employees about services to be performed by the Appraiser, at mutually convenient times. The Appraiser must initiate consultations whenever the Appraiser is in doubt about whether an element of property is real or personal property or needs legal advice on any aspect of the Appraisals to be furnished to the Authority. The Authority may also initiate consultations whenever the Authority is in doubt about whether an element of property is real or personal property or needs legal advice on any aspect of the Appraisals. There will be no charge by any party for these consultations.

#### F. Appraisal Reports Checklist for Appraisal Reports

- Highest and Best Use Analysis
- Land Value
- Value Estimates (Cost, Income, Comparative Approaches)
- Interpretation and Correlation of Estimates
- Affidavit of Appraiser
- Required Maps and Plans
- Comparative Sales Data Details
- Qualifications of Appraisers

All maps and plans should be bound opposite their corresponding descriptions and tabulations for clarity.

## 1. Reports in General.

An Appraiser must complete a written report on each parcel and must supplement this report with any additional narrative required to fully explain and justify the Appraiser's conclusions as to value and all other matters. Appraiser must submit an electronic copy (PDF or similar format) for each parcel of property appraised. All Appraisal Reports must be printed on good quality paper and bound. The Appraisal Reports must be suitable for submission as evidence in courts of law. Appraisal Reports must be submitted to the Using Department on the date required in the Appraisal Order, but no later than three weeks after the Using Department issues the Notice to Proceed with the Appraisal Order, unless otherwise agreed to in writing. The date of valuation must be as close as possible to the date of delivery and in no case more than two weeks prior. In issuing Appraisal Orders, Using Departments may require that Appraisal Reports be completed on standard forms approved by the Department or may require that the Appraiser produce a self-contained, summary, or restricted use report. If the Using Department informs the Appraiser in the Appraisal Order that the funds to be used are the Authority funds, State of Illinois funds or Federal funds, then the Appraisal Report must conform to current regulations established by the Authority, the State of Illinois, the standards of the Appraisal Institute, or any applicable Federal funding agency, as necessary and as may be directed by the Using Department.

# 2. General Requirements for Appraisal Reports.

Reports may be in Standard Uniform Residential Appraisal Report format or narrative format, as appropriate. Unless otherwise directed in an Appraisal Order, the Appraiser must provide the information found in **Exhibit 1** as part of each Appraisal Report.

# 3. Appraisal for a portion of a Parcel.

Where the property sought to be acquired constitutes only a portion of a parcel, the Appraiser must generate an Appraisal Report in accordance with all requirements set forth above. In addition, the Appraiser must include in the Appraisal Report: (1) an opinion as to the fair cash market value of the whole; (2) the fair cash market value of the part taken and the fair cash market value of the part not taken (and any damages which may accrue to the portion not sought to be acquired); (3) the special benefits accruing to the part not taken, if any; and (4) the Appraisal Report must fully explain and justify the reasons for such allocation of value and conclusions. Appraisers must retain all field notes, which may be needed to support the valuation and appraisal findings in the event that Appraiser is called upon to testify in any judicial proceeding. Appraisers must be available to answer questions or otherwise explain the bases of valuations, opinions or conclusions to CHA employees.

## 4. Supplements or Corrections.

If an Appraiser must modify or supplement an Appraisal Report for any reason, this modification must be made, and a revised Appraisal Report completed within two weeks without additional cost to CHA, if (1) applicable appraisal principles require the modification or supplement of the appraisal, (2) material omissions, inaccuracies, or defects in the appraisal are discovered, or (3) if there is significant delay between the date of the valuation and the date of the

acquisition of any parcel or if the property has been materially altered since the appraisal, a revised opinion of the value of the property may be requested by CHA, if a supplementary report is required.

# 5. Specific Appraisals Services and Appraisal Report Requirements.

In addition to the general requirements for Appraisal Services as specified above, Appraisers must provide the following documentation or services for each category of Appraisal Services:

## a. Acquisition Appraisals

Appraisal Reports for acquisition appraisals of improved properties must include express summaries of calculations for the three basic approaches to value, namely: (a) market; (b) income; and (c) cost approach. If it is not appropriate to provide all three calculations, then the appraiser must provide an explanation of why such calculation is not necessary.

# b. **RE-USE Appraisal**

- i. The Appraiser must consult and advise the Using Department about the functions performed and to be performed under this Agreement, and the real estate aspects of the Using Department's plans and programs that are related to reports prepared and to be prepared by the Appraiser.
- ii. The Appraiser must appraise the property for such particular re-use as may be specified by CHA.
- iii. The Appraiser must make all necessary or appropriate inspections, investigations, and studies to enable the Appraiser to perform properly the functions to be performed by the Appraiser under the Agreement.
- iv. The Appraiser must also prepare and deliver to the Using Department, within 45 calendar days after assignment of the parcel(s), or within the time specified in an Appraisal Order, an Appraisal Report containing:
  - The Appraiser's estimates of the fair market re-use value of the property for the use specified by the Department;
  - A discussion of the principal. factors influencing the marketability and value of the property in the immediate area, including consideration of such matters as the activity of local real estate market during the past five years for properties comparable to the property appraised, the current demand for such properties and the extent of the competitive
    - for such properties and the extent of the competitive properties presently available to meet the current and future demand anticipated in a reasonable length of time, the environment of the area, and proposed improvements to be installed by the Using Department of which the Appraiser has been advised by the Using Department;
  - Other information and analyses considered by the Appraiser or the Using Department to be relevant to the marketability or the valuation of the appraised property. For instance, vacant properties that are located in inactive real estate markets where the comparable sales information is insufficient from which to derive a reliable indication of

value, the Appraiser should consider supporting the estimate of value by use of the land residual technique.

## 6. Lease Appraisals.

The Appraiser may be requested to prepare an Appraisal Report designed to determine the fair market rental value of property the Authority is considering leasing. Fair Market Rental Value is defined as: "The rental income that a property would most likely command on the open market as indicated by current rentals being paid for comparable space (as of the effective date of the appraisal)." The term is often synonymous with "economic rent." Fair market rental value should be based upon specified comparable rental properties.

# 7. Appraisals Requirements for Vacations of Public Ways

The Appraiser may be requested to determine the amount of money that represents the benefit that will accrue to the owners of the reversionary interest in the public way being vacated. In making this determination, the Appraiser must ascertain and compare the value of the subject property before the vacation to the value of the subject property after the vacation. All opinions of value must be supported by relevant comparable sales data. The appraisal report must state what value, if any, is attributed to the assemblage of any parcels which are affected by the vacation and include a statement of the Appraiser's opinion of highest and best use. In determining the fair market value of the parcel appraised after the vacation of the public way, the Appraiser must consider any reservations of easements or dedications of property for public use as contained in the vacation ordinance or other documentation as instructed by the Corporation Counsel. The Appraiser must be available to consult with the Corporation Counsel upon request and must furnish information and materials reasonably required to support or explain the Appraisal.

## 8. Appraisals for Irremovable Equipment of Removable Fixtures.

If machinery, equipment or other fixtures used in a trade or business, farm operation, or institutional or governmental function constitutes part of real property, the Appraiser may be requested to appraise fixtures and irremovable equipment. If there is more than one owner for each item, a separate schedule must be furnished for each owner. The information and conclusions being furnished on each item include:

- a. Descriptions of the items, including as appropriate: the manufacturer, model and serial numbers, size or capacity, age and condition, and degree of obsolescence of the item. Accessories and spare parts, special foundations and power wiring, and process piping generally should be listed separately, following the listing of the item(s) to which they apply;
- b. Estimates of the replacement cost installed for each item as listed and identified (excluding any elements listed separately). The Appraiser should separately identify the basis of estimated replacement cost (new or used);
- c. Conclusions as to the value added to the fair market value of the real property as a whole by the presence of the item(s);
- d. An estimate of the fair market value of the item if removed from the property at the purchaser's expense. This value must be considered the probable

selling price of the item if the item were offered for sale for removal from the property by a third party, allowing a reasonable time to find a purchaser buying with knowledge of the uses and purposes for which such item is adaptable, including salvage.

# 9. Easement Appraisals.

If easements or other separate interests exist or are intended by the Using Department on a parcel of real property, and the division of ownership is not of such a character as to destroy the practical unity of the property, the Appraiser must determine the fair market value of the property to each interest held separately. The Appraisal Report must contain the data, analyses and reasoning by which the Appraiser made such determination.

#### 10. Grants of Privilege Appraisals.

The Appraiser may be requested to determine the per square foot fair market value of uses in, over and under the public way that are granted by the Using Department for permanent structures such as balconies, fences, generators, loading docks, conduit, irrigation systems, underground vaults, and temporary structures such as, but not limited to, windscreens, benches, kiosks, booths, that may be removed and the public way can be restored easily.

# 11. Appraisals Deliverables.

Each appraisal report should follow the USPAP guidelines and include:

- a. **Part I Introduction**: Title Page, Table of Contents, Letter of Transmittal, Photographs, and Statement of Limiting Conditions.
- Part II Factual Data: Purpose of Appraisal, Legal Description, Area Data, Project Data (including site conditions, improvements, history, taxes, utilities, and zoning).
- c. Part III Analysis and Conclusions: Definition and Analysis of Highest and Best Use, Land Value, Value Estimate (Cost, Income, and Market Approaches), Interpretation and Correlation of Estimates, and Affidavit of Appraiser.
- d. **Part IV Exhibits and Addenda**: Location Map, Comparative Sales Data Map, Comparative Sales Data Details, Plot Plan, Floor Plans, Other Exhibits, and Appraisers' Qualifications.

#### **CATEGORY 2: BROKERAGE SERVICES**

The Real Estate Brokerage Consultant must act as broker in a variety of transactions including, but not limited to: the sale of CHA property or acquisition of property on behalf of the CHA; leasing and purchasing of new space or locations; relocation or expansion into new space; and the consolidation, termination, subleasing, reconfiguration or restructuring of existing lease agreements. Consultant must lease property including renewals or extensions of existing leases, expansions of existing tenants and leasing any vacant space. In addition, Consultant must coordinate the consolidation, termination, subleasing and other reconfiguration or restructuring of existing lease agreements or other leasing services as needed.

The following is a general description of the procedures for obtaining Brokerage Services. The term "Broker" means one or more qualified and licensed individual(s) employed by the selected Consultant to perform Brokerage Services covered under an awarded Task Order based on the Consultant's proposal in response to a Task Order Request. The Consultant must act as Broker in a variety of transactions including, but not limited to: transactions involving identification, leasing and purchasing of new space or locations; relocation or expansion into new space; and the consolidation, termination, subleasing, reconfiguration or restructuring of existing lease agreements. Consultant must lease property including renewals or extensions of existing leases, expansions of existing tenants and leasing any vacant space. In addition, Consultant must coordinate the consolidation, termination, subleasing and other reconfiguration or restructuring of existing lease agreements or other leasing services as needed. Consultant must assist CHA in the negotiation of cost-effective and/or revenue producing leases that satisfy the property requirements while conforming to the CHA's policies and procedures. Services to be provided may include, but are not limited to, the following subcategories:

# **A. Leasing:** Consultant must perform the following tasks:

- Assist CHA in identifying tenants for vacant space in CHA owned properties or lease opportunities within the Chicago market to meet space requirements for specific CHA requests on a project specific basis.
- 2. Assist CHA in negotiating competitive leases, terms for new leases, renewals or amended lease terms where the CHA is the lessor or the lessee.
- 3. Assist CHA with preparation of lease documents.
- 4. Assist with the representation of CHA in the lease-execution process.
- 5. Prepare lease term executive summaries and presentations to CHA.
- 6. Make presentations to CHA and/or its proxies or delegate agents.
- 7. Assist in the coordination of legal and appraisal work.
- 8. Other matters relevant & appropriate to support the above activities.

## **B. Acquisitions:** Consultant must perform the following tasks:

- 1. Assist CHA in identifying purchase opportunities within the Chicago market to meet space requirements for specific CHA requests on a project specific basis.
- 2. Assist CHA in negotiating competitive purchase terms for property acquisitions.
- 3. Represent CHA in purchase negotiations and closing processes.
- 4. Prepare executive summaries and presentations to CHA and/or its proxies or delegate agents.
- 5. Make presentations on behalf of CHA.
- 6. Coordinate with CHA and The Office of CHA Legal Counsel City regarding appraisal, survey, and title work, including assisting CHA in the preparation of draft ordinance packages as required for purchase transactions.

#### **C. Dispositions:** Consultant must perform the following tasks:

- 1. Assist CHA in creating optimal disposition strategies for select CHA properties to ensure greatest market and optimum return.
- 2. Assist CHA in advertising the sale of select CHA properties.
- 3. Evaluate offers received and prepare narrative analysis of each offer.
- 4. Provide economic analysis of all offers and prepare report of such analysis.

- 5. Recommend the best possible offer, providing backup as necessary to substantiate.
- 6. Prepare executive summaries and presentations for CHA.
- 7. Make presentations to CHA and provide support services to CHA in connection with presentations made to relevant internal and external audiences.
- 8. Coordinate legal, appraisal, survey and title work including CHA in preparation of draft ordinance packages as required for transactions involving disposition of properties.
- **D. General Tasks:** In addition to the above, Consultant must perform the following tasks:
  - 1. Prepare maps and graphics for reports, including data from geographic information Systems (GIS).
  - 2. Assist in making presentations to various CHA department and committees, real estate Industry functions and community organizations.
  - 3. Provide monthly reports on the status of its assignments, including project timelines and action plans.

## **CATEGORY 3: CONSULTING AND ADVISORY SERVICES**

The Real Estate Consulting Service Consultant must provide various real estate Consulting and advisory services to supplement CHA's internal resources and assist CHA in making optimum real estate decisions based on current and anticipated future market and regulatory conditions. Services to be provided may include, but are not limited to, the following subcategories:

#### **A. Portfolio Management:** Consultant must perform the following tasks:

- 1. For each property under management, make recommendations for alternatives to consider upon lease renewals, tracking overall lease renewal timelines and notifying CHA in advance of such alternatives for consideration.
- 2. Analyze benchmark and supply market data to support real estate transactions proposed by either CHA or the real estate advisor.
- 3. If requested, identify areas of inappropriate space utilization within current CHA inventory of space and make recommendations for the reduction of leased space, increase of leased space, reduction of CHA-owned space, or increase of CHA-owned space, as found necessary.
- 4. If requested, evaluate lease versus purchase options for select properties.

#### **B. Site Review:** Consultant must perform the following tasks:

- 1. Assist CHA in reviewing potential site alternatives for given property assignments, for both lease and purchase options.
- 2. Evaluate site alternatives and prepare a narrative analysis of each offer.
- 3. Provide an economic analysis of all alternatives and prepare a report of such analysis.
- 4. Recommend the best possible alternative, providing backup as necessary.
- 5. Prepare executive summaries and Presentations relevant groups and Internal CHA audiences.

6. Assist in the coordination of legal, appraisal, survey and title work.

## **C. Marketing:** Consultant must perform the following tasks:

- 1. Write copy for, plan and implement, as required, all advertising for solicitation to sell, lease or purchase real estate on behalf of CHA.
- 2. Plan and implement a targeted public relations campaign for specific property transactions as well as for communication of CHA real estate initiatives.
- Create concept papers for communication of CHA real estate transactions, programs and initiatives within CHA Departments and to appropriate approval authorities.
- 4. Assist CHA in assembling documentation required to pursue opportunities in industry trade events and for award recognition.

# **D. Community Outreach:** Consultant must perform the following tasks:

- 1. Assist CHA in organizing meetings throughout CHA to share CHA acquisition strategies with residents of affected neighborhoods.
- 2. In conjunction with CHA, meet with residents affected by relocation to explain the relocation plan and ensuing management of the property prior to relocation.
- 3. Assist CHA in resolving potential conflicts as a result of CHA obtaining title to and managing given properties.
- 4. Assist in identifying and soliciting MBE/WBE/DBE firms available to provide services as required by this RFP.
- 5. Prepare reports identifying utilization of MBE/WBE/DBE firms in services provided in response to the RFP on a quarterly basis.

#### **E. Auditing:** Consultant must perform the following tasks:

- 1. Utilizing in-house resources or outside accounting services, assist the CHA in auditing payments by CHA for rent, operating, tax, build-out and other expenses as needed.
- 2. As needed, compare actual expenses on real estate transactions and required expenses per executed lease, determining any discrepancies.

# F. Development Advisory

- Provide strategic advisory services to support the structuring, underwriting, and execution of complex affordable and public housing transactions, including new construction, acquisition/rehabilitation, and recapitalization projects.
- 2. Advise CHA on optimizing capital stacks using a range of funding sources including LIHTC (9% and 4%), Public Housing Authority Capital Funds, Section 8 HAPs (PBV, RAD, etc.), TIF, HOME, CDBG, Permanent Supportive Housing funding, and other federal, state, and local sources.
- Evaluate and recommend deal structures to maximize leveraging of public resources and attract private capital while aligning with CHA's policy goals, including structuring transactions that use publicly financed and other creditenhanced or insured debt.

- 4. Provide guidance and advisory for preparation of financing applications, securing debt and equity commitments, and assembling deal teams as necessary to advance CHA projects to financial closing.
- 5. Offer strategic policy guidance to CHA on using new financing tools or underwriting approaches that can support innovation in affordable and public housing delivery.
- 6. Provide advisory support through all stages of development including recapitalizations, RAD conversions, mixed-finance structures, and projects involving nonprofit or for-profit partnerships.
- 7. Coordinate with CHA and its legal, financial, and development partners to ensure timely, compliant execution of development and financing transactions.

# G. Financial Feasibility and Proforma Analysis

- 1. Conduct detailed financial feasibility assessments for one or more CHAowned sites under consideration for redevelopment.
- 2. Develop Excel-based (or similar) proforma models to evaluate a range of development typologies (e.g., single-family, multifamily, mid-rise) and tenures (rental and for-sale) and based on specific modelling criteria provided by CHA.
- Incorporate real-world assumptions regarding development costs (land, infrastructure, hard/soft costs) including scenario analysis for different cost or deal structures, funding sources (public and private, including LIHTC), projected revenues, and long-term sustainability.
- 4. Estimate total development costs and sources/uses for recommended scenarios, including return-on-investment analysis for for-sale development and long-term operating sustainability for rental development. Include where possible cost assumptions based on real world construction costs for comparable developments in Chicago.
- 5. Recommend financially viable phasing strategies aligned with expected market conditions and public funding availability.
- 6. Provide a tailored approach to analysis and recommendations based a variety of site contexts and community priorities and coordinate closely with CHA staff including but not limited to planning, development, finance, and asset management.

#### **Deliverables and Presentation Requirements**

Depending on the nature of the consulting or advisory services requested, the consultant shall provide written reports and all associated model files in an editable format to ensure CHA can make future updates as needed. Generally, deliverables should include:

## Narrative Report

A summary report outlining sections such as:

- Site overview and context
- Development scenarios assessed
- Market findings and assumptions
- Key results for all modeled or evaluated scenarios (including proformas where applicable, per-unit and total costs, revenues, and any subsidy or funding gaps)

- Feasibility assessment and recommendation
- Assumptions, methodology, and data sources

#### Financial Proforma Models

- Excel-based (or similar) proforma models for each development scenario, including:
  - Clearly labeled and linked inputs, formulas, and outputs
  - Flexibility to adjust key assumptions (e.g., costs, rents, subsidies)
  - Sources and uses of funds, 15-year operating proforma (for rental), or sales pro forma (for for-sale)

## Supporting Materials

- o Any market data or research used in the feasibility assessment
- Cost estimate breakdowns (unit-level and total development cost)
- Phasing or build-out timelines
- o GIS shapefiles, diagrams, or illustrative plans if developed.

## Presentation (Optional at CHA Request)

Consultant may be asked to present findings to CHA staff or leadership. Presentation materials (PowerPoint, PDF of similar format) summarizing the analysis and recommendations must be included if a briefing is requested. CHA will retain ownership and full editing rights to all materials developed as part of this engagement.

## **CATEGORY 4: LAND SURVEYING**

The Real Estate Land Surveying Consultant must provide comprehensive land surveying services for a range of upcoming projects. These projects may include:

- New multi-family residential construction
- Community center and recreational facilities
- Extensive renovations of existing multifamily and single-family buildings
- Disposition of vacant lots
- Other real estate property types

Required services encompass various types of surveys related to real estate operations and development. Surveying services including but not limited to:

- Boundary Surveys
- American Land Title (ALTA) / National Society of Professional Surveyors (NSPS) land surveys
- Topographical Surveys
- Acquisition Plats
- Right-of Way and Vacation Plats
- Plats for the Dedication, Closing, and Opening of Streets and Alleys

The CHA will select qualified respondents for inclusion in various projects from the planning phase through the design and construction phase for the term of the contract, including any potential extensions or renewals.

All land survey work must be performed by a licensed, certified professional land surveyor in the State of Illinois. The CHA will review the qualifications of these firms and select licensed, qualified land surveyor firms to provide competitive quotes on various land survey requests. These service requests will include, at minimum:

- A legal property description
- Boundary line survey of property showing all easements, encumbrances, infrastructure, and encroachments (if any)
- Additional survey types as required for CHA real estate purposes

The surveyor must adhere to the following requirements for each task performed under this contract:

#### 1. Professional Qualifications:

- Survey work must be performed by a licensed, certified professional land surveyor.
- The surveyor must comply with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2021.
- All surveys must be conducted in accordance with applicable jurisdictional requirements and industry standards.

# 2. Survey Requirements:

- Surveys must accurately detail the property's **boundaries**, **building lines**, **improvements**, and any **recorded easements** or **encroachments**.
- The surveyor must verify property boundaries by conducting **on-site measurements** to document the location of existing structures as required.
- The survey should also include a thorough review of county records to identify any pertinent building lines, easements, or encroachments.

## 3. **Deliverables**:

- A **detailed**, **scaled survey map** showing property boundaries, building lines, structures, easements, and encroachments.
- A comprehensive report analyzing survey findings and providing recommendations.
- Legal description where applicable for land parcels, easements, or encroachments.
- The **surveyor must deliver the survey** within the proposed timeline and ensure all deliverables are compliant with CHA's standards.

#### 4. Special Tasks:

The CHA may require additional or specialized surveys, including but not limited to:

- Construction Staking (for new building projects)
- Utility Location Surveys

• Plat of Survey/Subdivision Plat for dividing land into smaller parcels or rightof-way vacations and dedications.

# 5. Compliance:

- All surveying and mapping activities must comply with applicable federal, state, and local regulations and follow industry standards unless special conditions arise.
- If deviations from standard practices occur due to special conditions, the surveyor must clearly note such deviations on the relevant plats or maps.
- The surveyor should ensure **public safety** and **professional integrity** throughout the surveying process.

# Types of Land Survey Required: Boundary Survey

- **Purpose**: Determines legal property boundaries, resolves disputes, and confirms property lines.
- **Use Cases**: Property acquisition, disputes, construction.

# **ALTA/NSPS Land Survey**

- **Purpose**: A detailed survey for title and real estate transactions.
- Use Cases: Property acquisitions, title verification, easement identification.

## **Topographic Survey**

- Purpose: Maps surface features and elevation data, including buildings, trees, and utilities.
- Use Cases: Site design, grading, drainage analysis.

#### As-Built Survey

- Purpose: Documents actual locations of completed construction elements.
- Use Cases: Post-construction verification and compliance.

# **Construction Staking/ Layout Survey**

- Purpose: Places markers to guide construction projects.
- **Use Cases**: Foundations, utility installation, roadways.

#### Easement & Right-of-Way Survey

- **Purpose**: Identifies and maps existing and/or easements for utilities, public access or other necessary purposes for real estate operations or development.
- **Use Cases**: Granting or reviewing easements, infrastructure projects.

## **Utility Location Survey**

- Purpose: Identifies underground and above-ground utility locations.
- **Use Cases**: Utility management, construction, excavation planning.

# Plat of Survey / Subdivision Plat

- **Purpose**: Defines new parcels of land, often for development or resale, but also including proposals for street and alley vacations and dedications, and other purposes necessary for real estate operations and development.
- **Use Cases**: Land division, subdivision, property sales, property development, zoning and entitlement applications and approvals.

## **CATEGORY 5: MARKET STUDIES AND MARKET REPORTS**

The real estate research Consultant and other qualified real estate firms must deliver accurate and effective market studies, market reports and Rent Comparability Studies (RCS) for public housing and regulatory purposes. Over the past decade, CHA has required market reports for its real estate development sites and other strategic real estate portfolio purposes.

#### Requirements:

Each market report or market study must follow industry best practices for real estate research and analysis (e.g., those used by HUD, NCHMA, or local planning bodies) and must include:

#### Part I – Introduction:

- Title Page
- Table of Contents
- Executive Summary
- Letter of Transmittal
- Statement of Assumptions and Limiting Conditions
- Analyst or Consultant's Qualifications

## Part II – Study Area Overview:

- Description of the geographic area under study (including clearly defined boundaries)
- Regional context and submarket description
- Demographic and economic overview (population trends, household income, employment, etc.)
- Maps illustrating the subject market area and relevant boundaries (e.g., trade area, neighborhood, submarket)

#### Part III - Market Analysis:

- Overview of real estate type (rental, homeownership, commercial) and relevant local market conditions
- Supply Analysis: Inventory of comparable properties (e.g., active listings, recent sales, leasing activity), vacancy rates, construction pipeline
- Demand Analysis: Absorption trends, target population characteristics, tenure trends, and purchasing/renting power
- Rent/Price Comparables: Table of comparable properties with location, physical characteristics, rent/price, occupancy, and other key indicators
- Affordability or feasibility analysis, if applicable

#### Part IV - Conclusions and Recommendations:

- Summary of key findings
- Market opportunities and risks
- Suitability of the area for the proposed or studied use
- Strategic recommendations (e.g., pricing guidance, development scale, timing, unit mix)

# Part V - Exhibits and Supporting Data:

- Area and location maps
- Comparable property location maps
- Tables and charts summarizing data (e.g., rent/price comparables, demographic data, pipeline summary)
- Photos of the subject area and/or comparable properties
- Sources and citations for third-party data
- Appendices (e.g., survey instruments, detailed property data, raw data sets)

# **Checklist for Market Studies and Reports:**

- Defined study area with accompanying maps
- Demographic and economic data analysis
- Supply and demand evaluation
- Rent/Price Comparable Analysis
- Feasibility or Affordability Analysis (as applicable)
- Summary of key trends and recommendations
- Clear data sourcing and methodology
- Consultant/analyst qualifications and relevant experience

In specific instances when a Rent Comparability Study (RCS) is requested for HUD purposes, additional requirements will apply. Respondents should indicate if they have the qualifications and capacity to complete HUD RCSs for the full range of HUD Section 8 programs.

## 6. **REGULATORY AND LEGAL COMPLIANCE**

Consultant shall comply fully with all federal, state, county, municipal, and special district laws, ordinances, rules, regulations, orders, consent decrees, voluntary compliance agreements and settlement agreements, as they relate to the performance of duties in this Scope of Work.

#### 7. FINANCIAL REPORTING

Consultant must perform its fiscal responsibilities for sound financial management and adhere to Generally Accepted Accounting Principles in record keeping and reporting. Consultant must establish controls and follow best practices and procedures for all financial activities.

#### 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: <a href="https://supplier.thecha.org">https://supplier.thecha.org</a>, and noticed on the CHA website. It is the responsibility of the Respondent to inquire of the issuance of any addenda. Respondents shall acknowledge receipt of all addenda in the cover letter of the response. If CHA determines this RFP should be modified, it will inform all prospective Respondents by distributing addendum/addenda to this RFP before the date set for receipt of proposals.

#### E. False Statements

Any false statement(s) made by the Respondent (s) will void the response and eliminate the Respondent(s) from further consideration.

# F. Withdrawal of Proposals

Proposals may be withdrawn by written request by the Respondent. A written withdrawal of a Proposal must be received, prior to the time set for opening of Proposals. A Respondent's negligence in preparing a Proposal creates no right of withdrawal or modification after the date and time set for opening of the Proposals.

#### G. Award of Contracts

CHA may award one or more Contracts according to the Evaluation Criteria contained in this RFP to responsible and responsive respondents, provided their Proposals are in the best interest of CHA. The Selected Respondent(s) will be notified at the earliest practical date. Each award may be subject to HUD approval. No award may be made to a contractor or firm that is on the list of contractors ineligible to receive awards from CHA or the United States, as furnished by HUD.

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

#### H. Notice of Contract Award

Unsuccessful Respondents will be notified in writing after an award of contract has been made by the Contracting Officer and/or Board approval, if required.

## I. Right to Protest

In accordance with CHA's Procurement Protest Procedures (copies may be obtained by contacting the department of Procurement and Contracts), all protests regarding this solicitation document must be filed no later than five (5) business days before the due date for proposals. All other protests regarding the evaluation of proposals or award of contract by the Authority must be filed no later than ten (10) business days after the notice of contract award. Any protest filed after such date will not be considered.

# J. Preparatory Costs

All costs incurred in the preparation and presentation of Proposals shall be wholly borne by each Respondent. All supporting documentation and manuals submitted with each Proposal will become the property of CHA unless otherwise indicated by the Respondent at the time of submission. CHA is not liable for any costs incurred by any Respondent prior to issuance of a Notice to Proceed.

#### K. Confidential Material

Any material submitted by a Respondent as part of a proposal that is to be considered confidential must be clearly marked as such but may be subject to disclosure under applicable law.

#### L. Subcontract / Sub consultants

All subcontractors proposed to be used under the Contract must be identified within the proposal. If the proposed services include the use of subcontractors, CHA will hold the prime contractor responsible for the proposed services to be provided by the subcontractors.

## M. Minimum Wage Requirements

Any award under this solicitation shall be subject to the current local minimum wage requirement and prevailing wage determination for CHA. The minimum wage requirements shall be specifically incorporated as a contractual requirement in any award and agreement resulting from this solicitation for any of the Selected Respondent's covered employees. The Respondent must take the minimum wage requirement and prevailing wage determination for CHA into consideration in determining its staffing plan for services to be performed or provided by the Respondent under its fee proposal and other submittals. Note that Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) preempt any conflicting State prevailing wage rate or the minimum wage requirement when the State prevailing wage rate or the minimum wage requirement is higher than the Federally imposed wage rate (24 CFR 965.101).

## N. Disclosure Certification

The Contractor shall be required to make the following certification, which is included in the Contractor's Affidavit, a required submittal to be executed and notarized.

The Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or

regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Agency.

The recommended firm(s) will be required to disclose the following information at the appropriate time during the solicitation process: Vendors' other business relationships including but not limited to: Board affiliations, positions or board memberships with all other non-profit, government and other Chicago businesses.

# O. Disqualify for Conflict of Interest

CHA reserves the right to disqualify any Respondent on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to CHA. This disqualification is at the sole discretion of CHA. Any Respondent submitting a proposal herein waives any right to object to such disqualification now or at any future time, before any body or agency, including but not limited to, the Board of Commissioners, City Council of the City of Chicago, Mayor's Office of Chicago or any company.

# P. Participation by other Local Government Agencies

Other local government agencies ("Local Government Agencies") may be eligible to purchase Services pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the Chicago Housing Authority Contracting Officer, and if such purchases have no significant net adverse effect on CHA and result in no observed diminished ability on the Bidder to provide the Services to CHA or user departments pursuant to such purchases. Local Government Agencies shall include without limitation: City of Chicago, Chicago Park District, Chicago Public Schools, Chicago Transit Authority, City Colleges of Chicago. All purchases and payment transactions shall be made directly between the Bidder and the requesting Local Government Agency; CHA shall not be responsible for payment of any amounts owed by any Local Government Agency to Bidder. CHA assumes no authority, liability or obligation on behalf of any Local Government Authority.

## Q. Bribery, Price Fixing, or Fraud

No person or business entity shall be awarded a contract or subcontract for a period of five years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

- 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 <a href="https://supplier.thecha.org">https://supplier.thecha.org</a> only require one (1) complete proposal. The Respondents must also include an indexed version of each submittal section of the electronic proposal shall be formatted, labeled, and separated into a different file.

**Note**: There is <u>no</u> maximum file capacity size when uploading attachments in the Supplier Portal. *If you receive an error message that states the "Maximum size is: 50" while uploading an attachment in the Supplier Portal, that error message is referring to the file naming size. The name of your file cannot be more that 50 characters.* 

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

# B. Cover Letter and Executive Summary Form

A cover letter shall be submitted on the Respondent's letterhead, signed by a principal and the joint venture partner, if applicable. The cover letter must contain a plan explaining how services will be performed; a commitment to provide the services described in the Scope of Services of this RFP; and indicate that the offer is good for one hundred-eighty (180) days from submittal of proposal. In the cover letter, the Respondent shall also include an acknowledgement that the

Respondent has read and understands the requirements of the RFP including, but not limited to, the terms and conditions of the attached Professional Services Agreement (refer to Article IX), CHA's contract Requirements, Insurance and Indemnification requirements, and will comply with these requirements if awarded a contract. Proposers and Bidders shall also include the Executive Summary Form (Article X).

# **C.** Qualifications and Experience

Each proposal must demonstrate the Respondent's qualifications, technical capacity, and relevant experience to deliver services for the selected category or categories. At a minimum, all proposals must include the following:.

## 1. REQUIREMENTS

- a. The Respondent must demonstrate a minimum of five (5) years of relevant experience conducting Real Estate Assessments of comparable complexity for public agencies, housing authorities, or private sector clients.
- b. Respondents must have staff or subcontractors with all necessary professional licenses and certifications relevant to the proposed services, including but not limited to:
  - i. Certified General Real Estate Appraiser (Illinois) for Category 1
  - ii. Licensed Real Estate Broker (Illinois) for Category 2
  - iii. Licensed Professional Land Surveyor (Illinois) for Category 4
  - iv. Demonstrated real estate finance, policy, planning, or development credentials for Categories 3, 5, and 6
- c. The Respondent shall provide evidence of the firm's capacity to perform the requested services, including profiles of the principals and a detailed description of the professional and technical qualifications of the key staff members assigned to this project.
- d. Resumes for all principals involved must be submitted, highlighting education, technical training, and relevant work experience.
- e. The Proposal must include the following firm information:
  - i. Firm name
  - ii. Primary area(s) of expertise
  - iii. Names of the firm's principal(s)
  - iv. Contact information, including address, telephone number, and primary contacts
  - v. Size of the firm
  - vi. All applicable Illinois registration and license numbers
  - vii. Length of time the firm has operated within its area of expertise, both generally and specifically in Illinois
  - viii. Optional: a general firm brochure showcasing previous work
- f. The Respondent must describe its qualifications, resources, and relevant experience in relation to the requested services. Demonstration of the firm's ability to deliver all required services—whether concurrently or separately—is essential.
- g. An organizational chart must be provided, identifying the primary contacts responsible for managing the Chicago Housing Authority (CHA) account.

# 2. QUALIFICATIONS

The Respondent must submit between three (3) and five (5) project summaries completed within the past ten (10) years that best demonstrate the ability to perform the Scope of Services. Each project description shall be no longer than one page and include the following:

- 1. Scope of work, project location, contract value (awarded versus actual reimbursed), cost per participant, and key personnel involved.
- 2. Demonstrated success in similar projects and how previous experience aligns with the Scope of Services for this RFP.
- 3. Qualitative and quantitative outcomes, including achievement of contract benchmarks; explanations for any unmet benchmarks, if applicable.
- 4. Evidence of completing projects within budget and on schedule.
- 5. Summary of significant challenges encountered during the project and strategies employed to overcome them.
- 6. Performance metrics demonstrating the program's ability to meet or exceed proposed indicators.

# **Examples of acceptable prior work include:**

- Appraisal Services (Category 1): USPAP-compliant appraisals for public-sector land disposition, mixed-use valuations, and market analyses for affordable housing development.
- Brokerage Services (Category 2): Transactions representing public clients in acquisitions, lease negotiations, or asset sales including repositioning or tenant expansions.
- Consulting and Advisory Services (Category 3): Strategic planning or policy advisory for public land use, P3 structuring, portfolio management, or asset repositioning for housing authorities or municipalities. Development feasibility studies integrating public finance tools (e.g., LIHTC, TIF), cost modeling, and site strategy.
- Land Surveying Services (Category 4): ALTA/NSPS surveys for redevelopment sites, boundary and right-of-way surveys, or platting services in complex urban environments.
- Real Estate Market Reports and Market Studies (Category 5): Market feasibility studies, rental market trend analyses, absorption studies, or targeted reporting for affordable and mixed-income housing markets.

# D. Approach/Work Plan

The Respondent must provide a comprehensive narrative detailing its approach to delivering the Scope of Services and fulfilling the Statement of Work. This should include, but not be limited to:

- Project management methodologies and systems to be used.
- Description of tools, technologies, or methodologies to be used (e.g., real estate databases, GIS, financial modeling platforms, CAD) Description of internal quality assurance/quality control measures.
- For Joint Ventures, the roles and responsibilities of each partner must be explicitly defined.
- A detailed strategy for integrating CHA staff into the project workflow to ensure seamless collaboration and efficient service delivery.

- Method for delivering final work product such as written reports, memos, or market summaries, GIS/CAD files, spreadsheets, source data, editable versions of models or financial tools (e.g., Excel-based proformas)
- Specific technical approaches or innovations that could yield cost savings for CHA.

The work plan must clearly outline how the Respondent will provide the required services as specified in the Statement of Work. The Respondent shall demonstrate a clear understanding of the Scope of Services and all related tasks necessary for successful completion. Each proposal must include specified strategies tailored to the category(ies) being proposed.

Each proposal must include specific strategies tailored to the category(ies) being proposed:

## Category 1 (Appraisal Services):

- Proposed appraisal approaches (cost, income, sales comparison)
- USPAP compliance protocol
- Process for ensuring timely and defensible valuations
- Ability to produce supporting market studies and affordability feasibility analysis

## Category 2 (Brokerage Services):

- Strategy for representing CHA in acquisitions, dispositions, and lease negotiations
- Market access and tenant/buyer networks
- Protocols for assessing site suitability and handling relocation or lease restructuring

## Category 3 (Consulting and Advisory Services):

- Proposed analytical frameworks for evaluating real estate strategy or policy impacts
- Case study or sample approach to guiding CHA through a real estate decision-making process
- Strategy for integrating market conditions, regulatory context, and stakeholder input
- Proforma structure, assumptions, and sensitivity testing methodology
- Strategy for incorporating infrastructure cost, regulatory requirements, and public funding sources
- Plan for coordinating closely with CHA real estate and development teams

#### Category 4 (Land Surveying Services):

- Field protocols and data accuracy standards
- Deliverable formats (PDF, CAD, GIS layers) and expected turnaround time
- Compliance with 2021 ALTA/NSPS standards and City of Chicago platting requirements

#### Category 5 (Market Reports and Market Studies):

- Research methodology for rental and ownership trends, competitive supply, and absorption
- Approach to synthesizing data into practical development guidance
- Ability to address nuances in mixed-income housing, land cost pressure, and emerging demand

# E. Work History with CHA and other Local Public Agencies

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

# F. Past Performance

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

- 1. The scope of work performed, the location, dollar value (awarded versus received or reimbursed), the cost per participant, and list the Respondent's key personnel on the project.
- 2. Demonstrated success in previous and current work and how that work relates to success on this project.
- 3. Description of the qualitative and quantitative outcomes related to each project, whether they met the contract benchmarks, and if applicable, why the benchmarks were or were not achieved.
- 4. Highlighted in each of the descriptions should be a summary of challenges encountered and how they were overcome.
- 5. Performance measures of the program's demonstrated ability to meet the indicators included in the proposal.

# G. References

Proposers are required to provide at least three (3) references, excluding CHA, from within the past three (3) years for projects and areas of responsibility similar to those the Respondent desires to provide herein. Please include company name, contact person, mailing address, telephone number and email address. Please include a brief but detailed explanation of services provided and submit with your proposal. CHA will email any questions to the references included in your submission. Please inform your references that they will be contacted by CHA. (Attachment E)

# H. <u>Organization Structure and Key Personnel</u>

- 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. <u>Fee Proposal Form (refer to Attachment A)</u>

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

#### J. Insurance Requirements

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

# K. Joint Venture Agreement

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

# L. <u>Liens, Suits, Disputes, Defaults and Judgments</u>

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. <u>Audit Findings and Other Compliance Reports/Evaluations</u>

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. <u>Debarment Statement</u>

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 C for all required submittal requirements. The following documents are exhibits to this RFP and can be found at <a href="https://www.thecha.org/doing-business">www.thecha.org/doing-business</a>:

- **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 Chicago Housing

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 nonrenew 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 = 0.80 0.80 x 20 = 16 (points)

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

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

# **EXAMPLE EVALUATION CRITERIA**

EVALUATION CRITERIA	MAXIMUM POINTS
The Respondent shall describe its qualifications, resources and experience as it pertains to the Scope of Services for the requested services/categories. The Respondent shall demonstrate it has the experience, capacity, professional qualifications, licenses and technical expertise to complete all of the services as listed in the Scope of Services/Statement of Work and applicable category or categories for which they are responding. (20 points)	20
<ul> <li>PAST PERFORMANCE (TECHNICAL):         <ul> <li>Respondent must provide a minimum of three (3) and a maximum of five (5) project descriptions that best demonstrate the Respondent's ability to perform the work outlined in the Scope of Services. 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. The project descriptions must be relevant to the proposed package(s). Performance on CHA contracts will be considered. (20 points)</li> </ul> </li> </ul>	20
<ul> <li>APPROACH/WORK PLAN (TECHNICAL):         <ul> <li>Respondent's plan clearly articulates how they will provide the required services as outlined in the Statement of Work relative to the categories(s) proposed. (5 points)</li> </ul> </li> <li>Respondent's staffing plan for managing the Scope of Work within the package is specific, reasonable, and supports the proposed management plan and approach. (10 points)</li> <li>Respondent's proposal clearly articulates how outstanding customer service will be achieved and demonstrates an ability to achieve positive community relations. (5 points)</li> <li>Respondent's proposal clearly articulates the process, procedures, and metrics to be used to monitor the quality of those processes to be executed by the Respondent. (5 points)</li> <li>Respondent's proposal clearly articulates how they plan to ensure a smooth project kick-off and project management. (5 points)</li> </ul>	30

<ul> <li>ORGANIZATION STRUCTURE AND KEY PERSONNEL (TECHNICAL):</li> <li>The Respondent shall describe its qualifications, resources, and experience as it pertains to the Scope of Services/Statement of Work requested services. The Respondent shall demonstrate it has the experience and capacity to complete all of the services as listed in the Scope of Services, whether they are conducted at the same time, or separately. (20 points)</li> </ul>	10
<ul> <li>MBE/WBE/DBE and SECTION 3:         <ul> <li>Demonstrated understanding and quality of the MBE/WBE/DBE Utilization Plan. (5 points)</li> </ul> </li> <li>Section 3: Demonstrated understanding of CHA's Section 3 Policy, and quality of Respondent's Section 3 Utilization Plan. (5 points)</li> </ul>	10
PROPOSED FEES:  • The Respondent's overall proposed fee for Real Estate Services. (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.

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## 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

<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 Business, visit the <u>Workforce Opportunity Resource Center</u> (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%

<sup>\*</sup>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 <a href="https://www.thecha.org/contracting-opportunities/cha-contract-requirements">https://www.thecha.org/contracting-opportunities/cha-contract-requirements</a>.

## ARTICLE IX STANDARD PROFESSIONAL SERVICES AGREEMENT

Upon the award of a contract, the Selected Respondent(s) will execute CHA's Professional Services Agreement in substantially the same form with the same terms and conditions as set forth in the attached Agreement. A Respondent shall include, as part of its cover letter for its proposal to CHA, an acknowledgement that it has read, understands, and accepts the terms and conditions of the Agreement. If there are any terms and conditions to which the Respondent has objections, such objections and the specific section numbers must be noted in the cover letter. The Respondent's proposed alternative language, if any, must be included as an attachment to the cover letter and such requests for revisions will be taken into consideration when determining a Respondent's responsiveness to the RFP. A Respondent who fails to provide objections and propose alternative language shall waive its right to subsequently object to any terms of the agreement if awarded a contract by CHA (refer to Attachment D).

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# ARTICLE X EXECUTIVE SUMMARY FORM

- A. The undersigned, hereby acknowledges having received a full set of the Request for Proposal (RFP) Event # 3282.
- B. The undersigned proposes, in accordance with all terms of the contract documents of which this proposal is a part, to perform all services in accordance with the terms and conditions specified herein. The proposer also agrees that this proposal to offer services to CHA will remain in effect for one hundred eighty (180) days from the date on which proposals are due unless a written letter of withdrawal is submitted to CHA Contracting Officer prior to the award of the contract.
- C. All prices quoted herein shall remain firm for the period of this contract and shall not increase during the initial term of the contract.

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

Email Address

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

# **ATTACHMENT B**

# LETTER OF INTENT TO SUBMIT A PROPOSAL REQUEST FOR PROPOSALS (RFP) EVENT # 3282 Real Estate Services Property and Asset Management

l,					,	the	undersigned	being	а	duly
authorize	d official	of							he	reby
acknowle	edges receip	t of the	above re	ferenced	RFP o	ffering	and certify t	the inte	nt of	this
firm to su	ıbmit a Prop	osal in	response	to the R	equest.					
*****	******	*****	******	*****	******	*****	*******	******	****	****
PLEASE	EXECUTE	AND	SUBMIT	THIS	FORM	THE	SUPPLIER	POR	ΓAL	ΑT
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