CONTRACT NO. 11332

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

SYSTEM SOLUTIONS, INC.

AND

THE CHICAGO HOUSING AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
HP HARDWARE AND SOFTWARE MAINTENANCE
(SERVERS & EVA SAN)

This Professional Services Agreement (the “Agreement”) is made effective as of the 1st day of September, 2013, by and between the CHICAGO HOUSING AUTHORITY, an Illinois municipal corporation with its principal office at 60 East Van Buren, in the City of Chicago, State of Illinois (hereinafter, the "CHA"), and SYSTEM SOLUTIONS, INC. (hereinafter, the “Contractor”) an Illinois corporation, authorized to do business in Illinois, with its principal office at 330 Commercial, Northbrook, Illinois 60062.

RECITALS

WHEREAS, the CHA requires HP hardware and software maintenance services and coverage to support its HP network, hardware, software, infrastructure and other devices (collectively the “HP Infrastructure”), and therefore advertised and issued a Request for Proposal No. 13-01134 (hereinafter, the “RFP”, which is attached as Exhibit 1 and incorporated herein) from qualified contractors willing provide HP Maintenance and Support services for the CHA’s HP Infrastructure (hereinafter referred to as the “HP Maintenance Services” or “Services”);

WHEREAS, the CHA evaluated the Contractor’s submissions and proposal (including the Contractor’s original and amended proposals and its best and final offer) provided in response to the RFP (which is attached and incorporated herein by reference as Exhibit A to the Agreement) and determined that, at minimum, it met the qualifications to be capable of performing the Services;

WHEREAS, the Contractor by submitting its qualifications and proposal in response to the RFP, represents and warrants that it is highly qualified and competent to perform the Services, and has the necessary means, expertise and capacity to perform the HP Maintenance Services and to complete any services assigned to it in accordance with this Agreement; and

WHEREAS, the Contractor desires and is ready, willing and able to perform the HP Maintenance Services identified in the RFP and otherwise provided for or referenced herein;

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the CHA and the Contractor agree as follows:

ARTICLE I
INCORPORATION OF RECITALS

1.1 Incorporation of Recitals. The recitals set forth above, are incorporated by reference as if fully set forth herein.

1.2 Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

“Account Manager” means the Key Employee of the Contractor who is assigned to the CHA upon execution of this Agreement and who is the primary contact for the CHA for all Requests for Service.
"Acceptance" shall mean the issuance of a letter by CHA indicating its acceptance of any Deliverable.

"Agreement" means this Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Information Officer" or "CIO" means the Chief Information Officer of the Chicago Housing Authority, who is the chief executive of the Department of Information Technology Services, and any representative duly authorized to act on his behalf.

"CHA" means the Chicago Housing Authority.

"Confidential Information" of a party shall mean all confidential or proprietary information and documentation of such party, including with respect to the CHA, all Deliverables and other information of the CHA that is not permitted to be disclosed to third parties under local laws and regulations.

"Contractor" means the vendor herein upon the event that such vendor is issued a Notice-to-Proceed by the CHA.

"Deliverables" shall mean those tangibles to be provided by the Contractor as described in Section 3.3.

"Department" means the Department of Information Technology Services.

"Documentation" shall mean all documentary materials such as, but not limited to, work papers, configurations, manuals, and other work product in hard copy or electronic format, prepared by or on behalf of the Contractor, its subcontractors or agents in connection with providing the Services.

"Fully-Loaded Hourly Rates" shall mean that hourly rate by particular type of worker, which includes all expenses and fees of the Contractor.

"Key Personnel" shall mean those positions and job titles and the persons assigned to those positions and job titles in accordance with the provisions of Section 3.9 of this Agreement.

"Maintenance and Support Services" shall mean those portions of the Services which are provided for purposes of maintaining service contract, software and/or hardware maintenance and support for any and all elements, components, hardware, software and other equipment specified in Exhibit C, in addition to the terms and conditions of the SSI and HP maintenance terms and conditions, incorporated herein by reference as Exhibits B and D.

"Notice-to-Proceed" means a written acceptance of a Work Plan by both the CIO and Director of Procurement and Contracts and direction to commence Services under the Work Plan.

"Project Documents" means this Agreement, the Request for Proposal, any written Accepted Work Plan, and any attachments and exhibits incorporated into them.

"Project Manager" means the Contractor's staff member indicated on each Work Plan as the person who will direct and coordinate the execution of the Work Plan and who will be the primary contact with the Department on the work plan.
"Director of Procurement and Contracts" means the Director of Procurement and Contracts of the CHA and any representative duly authorized to act on her behalf.

"Risk Management Office" means the Risk Management Office in the CHA's Department of Finance which is under the direction of the Comptroller of the CHA and is charged with reviewing and analyzing insurance and related liability matters for the CHA.

"Services" or "HP Maintenance Services" means, collectively, the services, duties and responsibilities described in Article IV of the RFP and Exhibits B and D (the SSL and HP Maintenance - Service Level Agreement(s), which are incorporated herein by reference, and any and all work necessary to complete them or carry them out fully as required and in accordance with the terms of this Agreement.

"Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the Services. The term Subcontractor also includes sub-contractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

"Work Product" shall include all finished and unfinished originals or copies (when originals are unavailable) of documents, screens, reports, writings, procedural manuals, forms, source and object code, work flow charts, methods, processes, data studies, plans, designs, transformed data, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, interfaces, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Contractor under this Agreement.

ARTICLE II
CONTRACTOR'S DUTIES AND RESPONSIBILITIES

2.1 Scope of Services.

The type of Services which the Contractor shall perform and provide under this Agreement are those described in the RFP, including any attachments, exhibits addenda or other inclusions, as well as any statement of work, project plan or similar description of services to be provided or rendered, which is attached to this Agreement and incorporated by reference as if fully set forth herein, and all tasks necessary to complete such Services, and are also referenced more specifically in Exhibit B. The Contractor must provide Services in accordance with the standards of performance set forth in Section 3.3.

The Contractor is acting as an independent contractor in performing under this Agreement and nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the CHA and the Contractor, or as constituting the Contractor or any officer, owner, employee or agent of the Contractor as an agent, representative or employee of the CHA for any purpose or in any manner whatsoever.

2.2 CHA agrees to provide working space and facilities, and any other services and materials Contractor or its personnel may reasonably request in order to perform the work assigned to them. All work shall be performed at CHA's facilities unless otherwise mutually agreed and shall be performed in a workmanlike and professional manner by employees of Contractor having a level of skill in the area
commensurate with the requirements of the scope of work to be performed. Contractor shall make sure its employees, representatives and agents at all times observe security and safety policies of CHA.

2.3. CHA will advise Contractor of the individuals to whom Contractor's personnel will report for purposes of day-to-day work assignments associate with the on-site performance of services, as may be applicable.

ARTICLE III
CONTRACTOR STANDARDS OF CONDUCT

3.1 Deliverables. In carrying out Services, the Contractor must prepare or provide Deliverables. The Deliverables shall specifically include HP maintenance coverage for all equipment, elements or items set forth in Schedule 1, including any ancillary, necessary or related items comprising the HP Infrastructure. Deliverables may also include, but are not limited, to various written studies, best practice and supporting documentation, procedural manuals, forms, source and object code, work flow charts, methods, processes, plans, designs, transformed data, data studies, interfaces, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Contractor under this Agreement. The CHA reserves the right to reject any and all Deliverables which in the sole judgment of the CHA do not adequately represent the intended number, specification or quality goods or Services to be supplied, or level of completion or standard of performance, do not include relevant information or data, do not comply with federal, state, or local reporting requirements, or do not include all documents which are specified in this Agreement, or which are reasonably necessary for the purposes for which the CHA made this Agreement with Contractor or for which the CHA intends to use the Deliverables. Deliverables must be provided in the CHA standard format and media as defined in the Request for Services, if applicable.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the CIO. Such Deliverables may not be considered as satisfying the requirements of this Agreement. Partial or incomplete Deliverables will in no way relieve Contractor of its commitments hereunder.

3.2 Meetings. The Contractor will meet regularly with the CHA Project Manager to discuss matters relating to outstanding Projects. In addition, at the CIO's request, the Contractor must attend other meetings with the CHA or other interested parties designated by the CIO.

3.3 Standard of Performance.

(a) Professional and Fiduciary. The Contractor will perform all Services required of it under this Agreement with that degree of skill and care normally shown by a professional performing Service of a comparable nature and scope. The Contractor shall at all times use its best efforts to assure high quality, timeliness, efficiency and creativity in rendering and completing the Services. The Contractor agrees that performance of the Services in a satisfactory manner shall include quick response to the CHA's needs. Accordingly, the Contractor shall return all telephone calls and respond to all electronic mail on a timely basis.

(b) Satisfactory Performance. The Contractor will perform or cause to be performed all
Services required by the Agreement in accordance with the terms and conditions of this Agreement, in accordance with any federal, state and local laws, statutes, applicable to this Agreement, and to the satisfaction of the CIO. The Deliverables must meet the Acceptance Criteria within the time frame contained in the Work Plan associated with that Deliverable. The Contractor must at all times act in the best interests of the CHA consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement and will assure timely and satisfactory rendering and completion of its Services, including but not limited to Deliverables.

(c) **Qualified Personnel.** The Contractor must assure that all Services which require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor covenants with the CHA to furnish its best professional expertise and judgment in furthering the CHA's interests.

(d) **Efficiency.** The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost, if furnished on a time and material basis.

3.4 **Cooperation** The Contractor will at all times cooperate fully with the CHA, its agents, employees, contractors, and subcontractors; any other parties providing services with respect to this Agreement; and any interested governmental agency. The Contractor will at all times act in the CHA's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Contractor will make every effort to assure an orderly transition to another provider of the Services, if any; an orderly demobilization of its own operations in connection with the Services; uninterrupted provision of Services during any transition period; and will otherwise comply with the reasonable requests and requirements of the CIO in connection with the termination or expiration.

3.5 **Confidentiality.** Contractor agrees that all reports and documents prepared or assembled or received by Contractor, or information that they became aware of in the course of performing Services pursuant to this Agreement, are to remain confidential and to be used solely for the purposes of meeting the objectives of this Agreement. Except as required or necessary to conduct the Services contemplated hereby, Contractor agrees that such reports, documents and information learned in the course of performing Services, shall not be made available to any individual or organization other than the CHA, HUD or courts of competent jurisdiction or administrative agencies pursuant to a subpoena, without the prior written approval of the CHA.

3.6 **Adequate Staffing** The Contractor will, immediately upon receiving a fully executed copy of this Agreement, assign during the term of this Agreement and any extension of it, an Account Manager who will be the Contractor's designated person to receive communications and documentation pursuant to the Agreement and the parties' regular course of conduct in furtherance of the Agreement. The Contractor will identify such personnel and their positions in a staffing schedule which will be included in any Work Plan.

3.7 **Key Personnel**

(a) **Minimum Requirements.** The Contractor's Key Personnel under this Agreement will consist of an Account Manager who will be the contact person for the CHA and such other personnel as may be jointly identified by the parties, if applicable. Changes in the assignment of committed key
personnel due to commitments not related to this Agreement are prohibited without the CIO's written approval.

(b) **No Substitutions.** The Contractor will not reassign or replace Key Personnel without the written consent of the CIO which consent will not be unreasonably withheld.

3.8 **No Limitation on CHA's Rights** No provision in this Agreement granting the CHA a right of access to Deliverables and Accounting Records is intended to impair, limit or affect any right of access to such Records which the CHA would have had in the absence of such provisions.

The Contractor covenants that it and its partners (if any), and to the best of its knowledge, its Sub-Contractors and subcontractors, if any (collectively, "Consulting Parties"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services hereunder. Without limiting the foregoing, the Consulting Parties will not participate, directly or indirectly, as a prime, subcontractor, or joint venturer, during the term of this Agreement or thereafter in the preparation of any proposal or bid where the Consulting Parties performed any Services for the CHA in recommending, researching, preparing, drafting, or issuing a request for proposals or bid specifications, or reviewing proposals or bids, or performed similar services, nor shall the Consulting Parties enter into any agreement, either individually or through an entity in which it has a controlling interest, with the CHA where the Consulting Parties performed Services on the project that is the subject of the agreement. The Consulting Parties further covenant that, in the performance of this Agreement no person having any such conflicting interest will be assigned to perform any Services or have access to any Confidential Information.

In addition, Contractor agrees that if the CHA, by the CIO in his reasonable judgment, determines that any of Contractor's services for third parties conflict with the Services Contractor is to render for the CHA under this Agreement, Contractor shall terminate such third party services immediately upon request of the CHA.

3.9 **Failure to Comply** If Contractor fails to comply with the above standards, Contractor will perform again, at its own expense, any and all Services required to be performed again as a direct or indirect result of such failure. The duty to perform again is in addition to and not a limitation on any other remedies available to the CHA under this Agreement, at law, or in equity.

**ARTICLE IV**
**TERM OF AGREEMENT**

4.1 **Term of Agreement.** This Agreement shall take effect as of July 31, 2013, and shall continue until December 20, 2015 (the "Base Term"), or until the Services for all task items, Services, and other performance requirements are completed in accordance with their respective terms, or otherwise terminated in accordance with the terms of this Agreement. The terms and conditions of the Maintenance and Support Services are set forth in Exhibit B, which is incorporated herein by reference.
overpayments made by the CHA may be offset by use of any payment due to the Contractor. If such amount offset is insufficient to cover those excess costs, credits, or overpayments, the Contractor will be liable for and promptly remit to the CHA the balance upon written demand. This right to offset is in addition to, and not a limitation on, any other remedies available to the CHA.

**ARTICLE VI**
**DISPUTES AND RISK**

6.1 *Disputes* In the event of a dispute between the CHA and Contractor involving this Agreement, the Director of Procurement and Contracts and Contractor will attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, either party may, submit the dispute in writing to CHA’s Chief Executive Officer for decision. The Chief Executive Officer shall, render a decision concerning the dispute submitted. Unless Contractor, within thirty (30) days after receipt of the decision, shall notify the Chief Executive Officer in writing that it takes exception to the decision of the Chief Executive Officer, the decision of the Chief Executive Officer shall be final and binding. Provided Contractor has given the notice within the time stated above and has brought suit against the CHA not later than one year after Contractor has received notice of the decision of the Chief Executive Officer, then the decision of the Chief Executive Officer for the CHA shall not be final, but the dispute shall be determined on the merits by a court of competent jurisdiction which shall be located according the terms Section 9.8.

6.2 *Insurance.* Contractor agrees to procure and maintain at all times during the term of any work awarded to the Contractor under this Agreement between Contractor and the CHA, the types of insurance specified below in order to protect the CHA from the acts, omissions and negligence of Contractor, its officers, officials, subcontractors, joint ventures, partners, agents or employees. The insurance carriers used by Contractor must be authorized to conduct business in the State of Illinois and shall have a BEST Rating of not less than an "A. X". The insurance provided shall cover all operations under the Agreement, whether performed by Contractor or by its subcontractor, joint ventures, partners, agents, officers or employees. The following levels of insurance are merely guidelines, the CHA may require all or some of the following forms of insurance and may require higher levels of each insurance.

(a) Workers Compensation and Occupational Disease Insurance Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois along with Employer’s Liability in an amount of not less than $1MM/$1MM.$1MM.

(b) Commercial/General Liability Insurance written on an occurrence form (Primary) and Umbrella Liability (Excess).

Commercial/General Liability Insurance provided is to have limits of not less than One Million Dollars ($1,000,000) per occurrence with an Aggregate of not less than Two Million Dollars ($2,000,000) (i.e., $1,000,000/$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Contractor’s agents subcontractors, invitees and guests and their personal property. The CHA is to be endorsed as an additional insured on the Contractor’s policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.
(c) Automobile Liability Insurance. When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence CSL, for bodily injury and property damage. The CHA is to be endorsed as an additional insured on the Contractor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

(d) Professional Liability. Professional Liability insurance covering acts, errors or omissions of your product or work including representations/warranties to this contract, shall be maintained with limits of not less than One Million Dollars ($1,000,000) per occurrence. Coverage extensions shall include Blanket Contractual Liability and Internet presented issues including but not limited to: Failure of Hotlinks to Work, Failure of Supply Chains, Loss of Data, Theft of Intellectual Property, Transmission of Computer Viruses, Disruption of Service attacks, etc. When policies are renewed or replaced, the policy retroactive date must coincide with or precede the start of Services under this Agreement. A Claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(e) Umbrella Liability. Coverage, if applicable, is to follow form of the Primary Insurance requirements outlined above.

6.3 Related Requirements. Contractor shall furnish the Chicago Housing Authority, Procurement and Contracts, 60 East Van Buren, Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of this Agreement.

THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO CONTRACTOR COMMENCING WORK UNDER THIS AGREEMENT AT THE DESIGNATED CHA LOCATIONS.

The Contractor shall furnish the Chicago Housing Authority, Procurement and Contracts Department, 60 East Van Buren, Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverages to be in force on the Effective Date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if coverages have an expiration or renewal date occurring during the term of this Agreement or extensions thereof. 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 are in compliance with all Agreement requirements. The insurance policies shall provide for ninety (90) days prior written notice to be given to the CHA in the event coverage is substantially changed, cancelled or non-renewed.

Contractor shall require all subcontractors to carry the insurance required herein or Contractor may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined in Section "A" above. Evidence of such coverage must be submitted to CHA.

Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of, and will not contribute with insurance provided by Contractor under this Agreement.

6.4 Indemnification. Contractor agrees to defend, indemnify and hold the CHA its officers, officials, employees and agents and contractors free and harmless from and against any and all
liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees (including reasonable attorney fees) or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "Claims") arising out of or resulting from Contractor's, its agents', employees' and subcontractors' performance of the Services under this Agreement, and/or the acts or omissions of Contractor, its agents, employees and subcontractors, including but not limited to, the enforcement of this indemnification provision. Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Workers Compensation Act or any other law or judicial decision (specifically Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)).

Contractor shall have the right and obligation to conduct and control the defense of any Claim for which the CHA is entitled to indemnification hereunder, provided however, the CHA shall have the right, at its option, to engage separate counsel to monitor the defense of any suit, without relieving Contractor of any of its obligations under this indemnity provision. Contractor expressly understands and agrees that the requirements set forth in this indemnity to defend, indemnify and hold the CHA harmless are separate from and not limited by Contractor's responsibility to obtain, procure and maintain insurance pursuant to any other section of this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

**ARTICLE VII**

**EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION**

7.1 **Events of Default Defined.** Each of the following shall constitute an event of default:

(a) Any misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the CHA.

(b) Contractor's failure to perform any of its obligations in all material respects under this Agreement including, but not limited to, the following:

(i) Inability to perform the Services satisfactorily in accordance with the performance standards or as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors; and

(ii) Failure to comply in all material respects with any term of this Agreement, including, but not limited to, the provisions concerning compliance with HUD regulations, insurance and nondiscrimination.
(c) Any change in majority ownership or majority control of Contractor without the prior written approval of the CHA, which written approval shall not be unreasonably withheld.

(d) Contractor's default under any other agreement it may presently have or may enter into with the CHA during the term of this Agreement. Contractor acknowledges and agrees that in the event of default under this Agreement the CHA may also declare default under any such other agreements.

7.2 Remedies. Upon the occurrence of any event of default which Contractor fails to cure within thirty (30) calendar days after receipt of notice given by the CHA in accordance with the terms of this Agreement, the CHA may declare Contractor in default and invoke any or all of the following remedies:

(a) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the CHA.

(b) Pursue any and all remedies, legal and/or equitable, available to the CHA.

(c) The right to withhold all or any part of Contractor's compensation hereunder.

(d) The right to deem Contractor non-responsible in future contracts to be awarded the CHA.

The remedies under this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies existing now or hereafter, at law, in equity or by statute. The CHA's failure to exercise any right or remedy shall not be construed as a waiver of any event of default or acquiescence thereto.

7.3 Termination for Convenience. Notwithstanding the foregoing, the CHA may terminate the Services to be performed under this Agreement for convenience at any time by giving notice, in writing, to the Contractor when the Agreement may be deemed to be no longer in the best interest of the CHA. Contractor shall continue to render the Services until the effective date of termination. No costs incurred by Contractor after the effective date of the termination shall be allowed. The CHA shall reimburse Contractor for all of the direct and reasonable costs, as determined by the CHA, that were properly incurred through the date of termination.

7.4 Suspension. The CHA may request at any time that Contractor suspend its Services or any part thereof by giving ten (10) business days prior written notice to Contractor or upon no notice in the event of emergency. Contractor shall promptly resume performance of such Services under the same terms and conditions as stated herein when requested to do so by the CHA.

7.5 No Damages for Delay. Contractor agrees that it shall make no claims against the CHA for damages, charges, interest, additional costs or fees incurred by reason of suspension of work or delays caused by the CHA. Contractor's sole and exclusive remedy for suspension of work or delays caused by the CHA is an extension of time equal to the duration of the suspension or delay to allow Contractor to perform.
ARTICLE VIII
WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS

8.1 Warranties and Representations. In connection with the execution of this Agreement, Contractor warrants and represents to CHA:

(a) That it is financially solvent and that it and each of its employees, agents or subcontractors of any tier are competent to perform the Services required under this Agreement.

(b) That no officer, agent or employee of the CHA is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder, except as may be permitted in writing by the CHA and HUD, and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of Contractor to any employee of the CHA as an inducement for the award of this Agreement; and Contractor further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable as to the CHA.

(c) That Contractor and its subcontractors are not in default at the time of the execution of this Agreement, or deemed by the CHA's Director of Procurement and Contracts Department to have, within the last five (5) years been found to be in default on any contract awarded by the CHA.

(d) That Contractor shall not knowingly use the services of any ineligible contractor for any purpose in the performance of the Services under this Agreement.

(e) That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the CHA, its officials, officers, agents, or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor.

(f) That Contractor and, to the best of its knowledge, its subcontractors are not in violation of the provisions of 18 U.S.C. § 666 (a)(2) and other Federal criminal laws applicable to public contracts funded with federal government funds, the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; and CHA's Ethics Policy (attached).

(g) That Contractor has disclosed any and all relevant information to the CHA and Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath or failure to disclose in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination of this Agreement.

(h) That Contractor is a duly organized and validly existing corporation under the laws of the State of Illinois, or is otherwise lawfully authorized to do business within the State of Illinois and has and will continue to have at all times during the term of this Agreement all licenses necessary to render the Services required hereunder.
(i) That Contractor has the power and authority to enter into and perform obligations under this Agreement, and that this Agreement, when executed will constitute the duly authorized, valid and legally binding obligation of Contractor.

(j) That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the CHA, its officials, agents, or employees, has induced the Contracts to enter into this Agreement or has been relied upon by the Contractor.

8.2 Joint and Several Liability. In the event that the Contractor, or its permitted successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Contractor shall be the joint and several obligation or undertaking of each such individual or other legal entity.

8.3 Ownership of Work Product. Contractor acknowledges that all work papers, reports, documentation, drawings, photographs, film and all negatives, tapes and the masters therefore, prototypes, and other material, or other work product generated and assembled either in hard copy or on diskette, pursuant to the work contracted for by the CHA (hereinafter, “Work Product”) will belong solely to the CHA and the Contractor will retain no rights therein. The Work Product is conclusively deemed by the parties as “works made for hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (hereinafter, “the Act”), and the CHA will be the copyright owner thereof and of all aspects, elements and components thereof in which copyright can subsist.

To the extent the Work Product does not qualify as “work made for hire,” Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the CHA, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals therefore, and other intangible, intellectual property embodied in or pertaining to the Work contracted for under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will execute assignments in the forms attached if requested by the CHA, without additional compensation. Contractor will document all work performed for the CHA and will turn such documentation over to the CHA on completion of the Contractor’s services hereunder or earlier, if requested by the CHA. Contractor will make no use of the Work Product generated during the course of its work for the CHA during or after the term of this Agreement except to perform the work requested by the CHA.

To the extent the CHA is unable to effectively or economically use the Work Product without also using rights which are the subject of patent applications, patents, copyrights or other statutory protection owned by Contractor, Contractor grants to the CHA, a royalty-free, irrevocable, worldwide, nonexclusive license to make, have made, sell, use, reproduce, disclose, and publish such rights as necessary to fully utilize the Work Product.

In addition, Contractor agrees that it will not do anything contrary to the CHA’s ownership in the Work Product or which might impair the value of such ownership. Contractor agrees to cooperate with the CHA in executing all documentation requested by the CHA to enable the CHA to perfect its right in and to the Work Product.
8.4 Patents and Copyrights. To the extent applicable, the CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for CHA or HUD purposes, including, but not limited to commercial exploitation: (a) the copyright, patent or other form of intellectual property right, claim or interest in any work developed or discovered in the performance of the Services under this Agreement, (whether tangible or intangible) and (b) any rights, copyright, patent or other form of intellectual property right, claim or interest to which the Contractor purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

Contractor warrants and represents that it has or will have the right, through written agreements with its employees, agents and representatives, to secure for the CHA, the right provided for in this section and section 8.3. Further, in the event Contractor uses any subcontractor, or other third party to perform any of the services contracted for under this Agreement, Contractor agrees to enter into such written agreements with such subcontractor or other third party, and to take such other steps as are or may be required to secure for the CHA the rights provided for in this section and in section 8.3.

8.5 Subcontracts and Assignments. Unless otherwise provided for herein, or previously disclosed in Contractor's Proposal, Contractor shall not subcontract, assign or otherwise delegate all or any part of its obligations under this Agreement or any part hereof without the prior written approval of the CHA. Any attempted subcontract, assignment or delegation shall be void and of no legal effect.

Contractor shall not transfer or assign any funds or claims due or which may become due under this Agreement without the prior written approval of the CHA. Any attempted transfer or assignment of any contract funds, either in whole or in part, or any interest therein, which shall be due or become due to Contractor without such prior written approval of the CHA shall be void and of no legal effect. The CHA expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

8.6 Business Documents. To the extent applicable, Contractor shall provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreements, and evidence of its authority to conduct business in the State of Illinois including, without limitation, registrations of assumed names.

8.7 Conflict of Interest.

(a) No member of the governing body of the CHA or other units of government and no other officer, employee, or agent of the CHA or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any interest, direct, or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly or CHA employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members of a joint venture, and subcontractors, presently have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. Contractor
agrees that if the CHA determines that any of Contractor's services for others conflict with the Services that Contractor is to render for the CHA under this Agreement, Contractor shall terminate such other services immediately upon request of the CHA.

Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 CFR §85.36(b)(3), no person who is an employee, agent, contractor, officer, or appointed official of the CHA and who exercises or has exercised any functions or responsibilities with respect to CHA or HUD assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such CHA and HUD activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties during his or her tenure or for one (1) year thereafter.


8.8 Independent Contractor. The Contractor and the CHA recognize that Contractor is an independent contractor and not an employee, agent, partner, joint venturer, covenantor, or representative of the CHA and that CHA will not incur any liability as the result of Contractor's actions. Contractor and its employees, representatives, and agents shall at all times represent and disclose that they are independent contractors of the CHA and shall not represent to any third party that they are an employee, agent, covenantor, or representative of the CHA. The CHA shall not be obligated to withhold any funds from Contractor for tax or other governmental purposes, with respect to its employees, agents, representative or subcontractors. Contractor and its employees, representatives, and agents shall not be entitled to receive any employment benefits offered to employees of the CHA including workers' compensation insurance coverage. Company shall not exercise control over Contractor.

8.9 MBE/WBE Participation and Section 3 Requirements. Contractor agrees to comply with the CHA's MBE/WBE (Minority and Women Business Enterprises) Policy. In addition, Contractor shall comply with CHA's Section 3 Policy. Prior to issuance of the Notice to Proceed, the Contractor shall state the degree of MBE/WBE participation and level of commitment to CHA's Section 3 Policy and thereafter, throughout the term of this Contract, fulfill the stated levels of participation and commitment as set forth in any CHA-approved Utilization Plan(s), which shall be incorporated as if fully and originally set forth herein.

ARTICLE IX
GENERAL CONDITIONS

9.1 Entire Agreement. This Agreement, comprised of this Agreement and the Exhibit(s) attached hereto and incorporated herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein. In the event of an inconsistency between the terms, conditions and provisions of the Agreement and the Exhibits attached hereto, the terms of the Agreement shall control.
9.2 **Counterparts.** This Agreement may be executed by several identical counterparts, each of which shall be deemed an original and constitute one agreement binding on the parties hereto.

9.3 **Amendments.** No changes, amendments, modification or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Contractor and by the Chief Executive Officer of the CHA or his designated representative. The CHA shall incur no liability for additional Services without a written and signed amendment to this Agreement pursuant to this Section. Whenever in this Agreement Contractor is required to obtain prior written approval, the effect of any approval which may be granted pursuant to Contractor's request shall be prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event may approval apply retroactively to a date before the approval was granted.


9.6 **Religious Activities.** In connection with this Agreement, Contractor agrees that:
(a) Contractor shall not discriminate against any person on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion; and

(b) Contractor shall not discriminate against any person on the basis of religion when rendering the services hereunder and shall not limit such services or give preference to persons on the basis of religion.

9.7 Drug-Free Workplace. Contractor shall establish procedures and policies to promote a "Drug-Free Workplace." Contractor shall notify all employees of its policy for maintaining a "Drug-Free Workplace" and the penalties that may be imposed for drug abuse violations occurring in the workplace. Further, Contractor shall notify the CHA if any of its employees are convicted of a criminal drug offense in the workplace no later than ten (10) days after such conviction.

9.8 Governing Law. This Agreement shall be governed as to performance and interpretation in accordance with Federal Laws and the laws of the State of Illinois. Contractor hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Contractor agrees that service of process on Contractor may be made, at the option of the CHA, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor or by personal delivery on any officer or director of Contractor. If Contractor brings any action against the CHA concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

9.9 Severability. If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

9.10 Interpretation. The headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any Exhibit or document shall be deemed to include all supplements and/or amendments to any such Exhibits or documents entered into in accordance with the terms and conditions hereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

9.11 Assigns. All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors.

9.12 Waiver. Whenever under this Agreement the CHA by a proper authority expressly waives in writing Contractor's performance in any respect or expressly waives a requirement or
condition to either the CHA or Contractor's performance, the waiver in writing so granted shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the CHA may have waived the performance of a requirement or condition under this Agreement.

ARTICLE X
COMMUNICATION AND NOTICES

10.1 Communication Between the Parties. All communication by Contractor shall be with the CHA Project Manager on behalf of the CIO. All Deliverables required to be submitted under this Agreement shall be sent to the CHA Project Manager, Information Technology Services Department, Chicago Housing Authority, 60 East Van Buren, Chicago IL 60605. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

10.2 Notices. Any notices sent to Contractor shall be mailed by certified mail return receipt requested, postage prepaid to:

System Solutions, Inc.
330 Commercial
Northbrook, Illinois 60062
Attn: ________________

With copies to:

____________________
____________________

Notices sent to the CHA shall be mailed by certified mail, postage prepaid to:

Chicago Housing Authority
60 East Van Buren, 13th Floor
Chicago, Illinois 60605
Attn.: Director of Procurement and Contracts

With a Copy to:

Office of the General Counsel
60 East Van Buren, 12th Floor
Chicago, Illinois 60605
Attn.: General Counsel, Chief Information Officer
ARTICLE XI
AUTHORITY

11.1 **CHA's Authority.** Execution of this Agreement by the CHA is pursuant to the United States Housing Act of 1937, 42 U.S.C. §1437 et seq., regulations promulgated by HUD, and the State Housing Authorities Act. 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.

11.2 **Contractor's Authority.** Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors and the signature(s) of each person signing on behalf of Contractor, have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement.

**IN WITNESS WHEREOF,** the Chicago Housing Authority and Contractor have executed this Agreement as of the date first written above.

**CHICAGO HOUSING AUTHORITY**

By: [Signature]

Title: [Title]

Date: 9/12/2013

**SYSTEM SOLUTIONS, INC.**

By: [Signature]

Title: [Title]

Date: 9/3/13

APPROVED AS TO FORM BY:

[Signature]

Chicago Housing Authority
Office of the General Counsel

Date: 9/12/13
**CERTIFICATE OF LIABILITY INSURANCE**

**09/03/13**

---

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
- **NAME:** Lamb, Little & Co.
- **ADDRESS:** 1101 Perimeter Drive Suite 500
  Schaumburg, IL 60173
- **PHONE:** 847-398-7060
- **FAX:** 847-398-7077

**INSURED**
- **NAME:** System Solutions, Inc.
- **ADDRESS:** 3630 Commercial Avenue
  Northbrook, IL 60062

**INSURER**
- **NAME:** The Hartford Group
- **NAIC #:** 19682

**COVERAGES**

<table>
<thead>
<tr>
<th>INSURER LTR</th>
<th>TYPE OF INSURANCE</th>
<th>RDC</th>
<th>KUSR</th>
<th>NVD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>83UUNKV7269</td>
<td>06/01/13</td>
<td>06/01/14</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td></td>
<td>Commercial General Liability</td>
<td>X</td>
<td>CLAIMS-MADE</td>
<td>Occur</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Blkt Addl Insured</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**AUTOMOBILE LIABILITY**

<table>
<thead>
<tr>
<th>INSURER LTR</th>
<th>TYPE OF INSURANCE</th>
<th>RDC</th>
<th>KUSR</th>
<th>NVD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>ANY AUTO</td>
<td></td>
<td></td>
<td></td>
<td>83UUNKV7269</td>
<td>06/01/13</td>
<td>06/01/14</td>
<td>COMBINED SINGLE LIMIT $1,000,000</td>
</tr>
<tr>
<td></td>
<td>All Owned Autos</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Scheduled Autos</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HIRED AUTOS</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Non-Owned Autos</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles**

- Chicago Housing Authority is named as Additional Insured on a Primary & Non-Contributory basis with respects to the General Liability & Auto Liability if evidenced by a contract.

**Certificate Holder**

- **NAME:** Chicago Housing Authority
- **ADDRESS:** 60 E. Van Buren Street
  Chicago, IL 60605

**Cancellation**

- **NAME:** CHA1001
- **NOTICE:** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

© 1988-2009 ACORD CORPORATION. All rights reserved.
**DEPARTMENT OF PROCUREMENT AND CONTRACTS**

**Compliance Utilization Plan**

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Contract Number</th>
<th>Contract Description</th>
<th>Total</th>
<th>Action</th>
<th>Contracted</th>
<th>Under Contract</th>
<th>Over Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC Company</td>
<td>1234567</td>
<td>X-001</td>
<td>100,000</td>
<td>Approve</td>
<td>20,000</td>
<td>30,000</td>
<td>50,000</td>
</tr>
</tbody>
</table>

**MBE/MDE/MBE Utilization**

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Direct</th>
<th>MBE</th>
<th>Minority</th>
<th>$0.00</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC Company</td>
<td>10,000</td>
<td>20,000</td>
<td>30,000</td>
<td>40,000</td>
<td>50,000</td>
</tr>
</tbody>
</table>

**Other Economic Opportunities**

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Contract Number</th>
<th>Contract Description</th>
<th>Total</th>
<th>Action</th>
<th>Contracted</th>
<th>Under Contract</th>
<th>Over Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABC Company</td>
<td>1234567</td>
<td>X-001</td>
<td>100,000</td>
<td>Approve</td>
<td>20,000</td>
<td>30,000</td>
<td>50,000</td>
</tr>
</tbody>
</table>

**COMMENTS:**
The vendor has a waiver pending for the Section 3 Subcontracting requirements. They will hire and contribute to the Section fund.
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A — M/W/DIS UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTORS)

RFP/PF/P/CONTRACT/PURCHASE ORDER NO. 13-01134 DATE FORM COMPLETED: 7/14/13

PROJECT TITLE: H2 HANDICAPP/SOFTWARE MGMT.

PRIME CONTRACTOR NAME: SYSTEMS SOLUTIONS, INC.

ADDRESS: 8390 COMMERCIAL AVE., NAPLES, FL 34109 TELEPHONE: 813-222-6160

CONTACT NAME/ TITLE: Jim Dillen / DIRECTOR

E-MAIL ADDRESS: jimdillen@thesi.com

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO: [REDACTED]

CONTRACT AMOUNT: $483,788.53

NOTE: The above listed Total represents the sum of all of the subcontractors listed on this Schedule A.

I. DIRECT PARTICIPATION

The Contractor shall develop the manner of MBE/WBE/DIS participation, that consider involvement with minority and disadvantaged business, suppliers of goods and services, or as joint venture partners, those firms that are minority or disadvantaged to the performance of this contract. MBE/WBE/DIS utilized for direct or indirect participation must be certified by one of the following agencies: City of Chicago, METRA, PACE, Cook County, State of Illinois - Central Management Services (CMS), Women Business Development Center (WBCD), Chicago Transit Authority (CTA), the Chicago Housing Development Corporation (CHDC), Illinois Department of Transportation (IDOT), and/or the Small Business Administration (SBA RD). Those seeking MBE/WBE/DIS subcontracting credit via direct or indirect participation must indicate on all current applications for MBE/WBE/DIS certification from CHA approved certifying agencies. A copy of a current letter of certification is required. Applications for certified status will not be accepted. For contractors whose principal business address is located outside of the metropolitan Chicago area, certification of comparable agencies will be considered.

A. COMPANY NAME: SYSTEM SOLUTIONS, INC.

ADDRESS: 8390 COMMERCIAL AVE., NAPLES, FL 34109

CONTACT PERSON: Jim Dillen

E-MAIL ADDRESS: jimdillen@thesi.com

CONTRACT AMOUNT DOLLAR VALUE: $483,788.53

NOTE: Amounted dollar value only used when changes are made and approved by Compliance during a contract.

A few key responsibilities (What will the contractor be asking the contractor be doing during the week and for how long)

Schedule A — M/W/DIS Utilization Plan Page 1 of 6 Revised 07/2012
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A - M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTORS)

APP/PR/CONTRACT/PURCHASE ORDER NO. 13-01134 DATE FORM COMPLETED: 7/2/13
PROJECT TITLE: HP Healthcare Software Maintenance
PRIME CONTRACTOR NAME: System Solutions Inc.
ADDRESS: 3636 Commercial Ave, Northbrook, IL 60062 TELEPHONE: 847.272.8160
CONTACT NAME/TITLE: Jim Dunn / Director
E-MAIL ADDRESS: jim.dunn@tessi.com
SOCIAL SECURITY OR FEIN: [Redacted]

CONTRACT AMOUNT: $499,056.53 M/W/DBE TOTAL: $499,056.53

NOTE: The M/W/DBE Total above represents the sum of all of the subcontractors listed on this Schedule A.

I. DIRECT PARTICIPATION

The Contractor shall in determining the manner of MBE/WBE/DBE participation, first consider involvement with MBE/WBE/DBE companies as subcontractors, suppliers of goods and services, or as joint venture partners, directly related to the performance of this contract. MBE/WBE/DBE utilized for direct or indirect participation must be currently certified by one of the following agencies: City of Chicago, MBE/W, PADE, Cook County, State of Illinois - Central Management Services (CMS), Women Business Development Center (WDBC), Chicago Transit Authority (CTA), the Chicago Minority Business Development Council (CHMBDC), Illinois Department of Transportation (IDOT), and/or the Small Business Administration (SBA 8a). Firms seeking M/W/DBE subcontracting credit via Direct or Indirect participation must include one (1) current certification form CHA approved certifying agencies. A copy of a current Letter of Certification is required. Applications for certified status will not be accepted. For contractors whose principal business address is located outside of the metropolitan Chicago area, certification of comparable agencies will be considered.

A. COMPANY NAME: System Solutions Inc.
ADDRESS: 3636 Commercial Ave, Northbrook, IL 60062
CONTACT PERSON: Jim Dunn TELEPHONE: [Redacted]
E-MAIL ADDRESS: j.dunn@tessi.com
ORIGINAL M/W/DBE DOLLAR VALUE: $499,056.53 AMENDED M/W/DBE DOLLAR VALUE: [Redacted]

NOTE: Amended dollar value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:
Anticipated Performance Timeframe (When the contractor be onsite performing the work and for how long): [Redacted]
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A – M/W/DBE UTILIZATION PLAN
(To Be Completed by PRIME CONTRACTORS)

I. COMPANY NAME: ____________________________
ADDRESS: __________________________________
CONTACT PERSON: _____________________________
TELEPHONE: __________________________________
E-MAIL ADDRESS: ______________________________

ORIGINAL M/W/DBE DOLLAR VALUE: __________________
AMENDED M/W/DBE DOLLAR VALUE: __________________

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):


II. COMPANY NAME: ____________________________
ADDRESS: __________________________________
CONTACT PERSON: _____________________________
TELEPHONE: __________________________________
E-MAIL ADDRESS: ______________________________

ORIGINAL M/W/DBE DOLLAR VALUE: __________________
AMENDED M/W/DBE DOLLAR VALUE: __________________

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):


III. COMPANY NAME: ____________________________
ADDRESS: __________________________________
CONTACT PERSON: _____________________________
TELEPHONE: __________________________________
E-MAIL ADDRESS: ______________________________

ORIGINAL M/W/DBE DOLLAR VALUE: __________________
AMENDED M/W/DBE DOLLAR VALUE: __________________

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):


II. INDIRECT PARTICIPATION

This section need not be completed if the M/W/DBE goal has been met through Item I. DIRECT participation as outlined in the M/W/DBE Policy.

After exhausting reasonable good faith efforts and with HCA approval, the bidder/proposer may also meet all or part of the HCA's M/W/DBE commitment goals by contracting with MBEs/WBEs/DBEs for the provision of goods and services not directly related to the performance of the contract. Indirect participation can be demonstrated by providing copies of certified checks (both front and back) paid to the certified subcontractor, and a Letter of Certification that was current at the time the checks were issued to the subcontractor (must be entered into KISMV and Contract Compliance Specialist will approve). Indirect participation must have occurred within a six month period of the dates of the contract and will not be considered as acceptable participation on multiple contracts or for more than one contract.

<table>
<thead>
<tr>
<th>A. COMPANY NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td></td>
</tr>
<tr>
<td>E-MAIL:</td>
<td></td>
</tr>
<tr>
<td>ORIGINAL M/W/DBE DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>AMENDED M/W/DBE DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.</td>
<td></td>
</tr>
</tbody>
</table>

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeline (When will the contractor be onsite performing the work and for how long):

<table>
<thead>
<tr>
<th>B. COMPANY NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td></td>
</tr>
<tr>
<td>E-MAIL:</td>
<td></td>
</tr>
<tr>
<td>ORIGINAL M/W/DBE DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>AMENDED M/W/DBE DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.</td>
<td></td>
</tr>
</tbody>
</table>

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeline (When will the contractor be onsite performing the work and for how long):

<table>
<thead>
<tr>
<th>C. COMPANY NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td></td>
</tr>
<tr>
<td>E-MAIL:</td>
<td></td>
</tr>
<tr>
<td>ORIGINAL M/W/DBE DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>AMENDED M/W/DBE DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.</td>
<td></td>
</tr>
</tbody>
</table>

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeline (When will the contractor be onsite performing the work and for how long):
### CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

**SCHEDULE A – M/W/DBE UTILIZATION PLAN**
*(To Be Completed by PRIME CONTRACTORS)*

<table>
<thead>
<tr>
<th>D. COMPANY NAME: ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS: ___________________________________</td>
</tr>
<tr>
<td>CONTACT PERSON: ____________________________</td>
</tr>
<tr>
<td>TELEPHONE: ________________________________</td>
</tr>
<tr>
<td>E-MAIL ADDRESS: ____________________________</td>
</tr>
<tr>
<td>ORIGINAL M/W/DBE DOLLAR VALUE: _____________</td>
</tr>
<tr>
<td>AMENDED M/W/DBE DOLLAR VALUE: ______________</td>
</tr>
</tbody>
</table>

**NOTE:** Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

**WORK TO BE PERFORMED/MATERIALS SUPPLIED:**

Anticipated Performance Timeline (When will the contractor be onsite performing the work and for how long):

<table>
<thead>
<tr>
<th>E. COMPANY NAME: ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS: ___________________________________</td>
</tr>
<tr>
<td>CONTACT PERSON: ____________________________</td>
</tr>
<tr>
<td>TELEPHONE: ________________________________</td>
</tr>
<tr>
<td>E-MAIL ADDRESS: ____________________________</td>
</tr>
<tr>
<td>ORIGINAL M/W/DBE DOLLAR VALUE: _____________</td>
</tr>
<tr>
<td>AMENDED M/W/DBE DOLLAR VALUE: ______________</td>
</tr>
</tbody>
</table>

**NOTE:** Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

**WORK TO BE PERFORMED/MATERIALS SUPPLIED:**

Anticipated Performance Timeline (When will the contractor be onsite performing the work and for how long):
AFFIDAVIT OF PRIME CONTRACTOR

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule A are true and no material facts have been omitted.

The undersigned will enter into agreements with the above listed companies for work as indicated on this Schedule A within five (5) days after receipt of a signed contract executed by the Chicago Housing Authority. Copies of agreements including but not limited to joint ventures, subcontracts, supplier agreements, purchase orders referencing the SPC, RFP, or Purchase Order Number shall be forwarded to the Procurement & Contracts Department, Contract Compliance Section, 300 East Van Buren, 13th Floor, Chicago, IL 60607.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing document are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

NAME OF PRIME CONTRACTOR (Print or Type)

Systec Solutions Inc.

AUTHORIZED OFFICER

[Signature]

Date: 7/2/13

NAME OF NOTARY (Print or Type)

Frieda Salibeh

STATE OF Illinois

COUNTY OF Cook

ON THIS 1st DAY OF July, 2013 BEFORE ME APPEARED (NAME) Leila Sayla TO ME PERSONALLY

KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY (NAME OF COMPANY) Systec Solutions Inc. TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED. NOTARY PUBLIC Fieda Salibeh

(SEAL) COMMISSION EXPIRES: 4/16/16

Schedule A – M/W/DBE Utilization Plan

Page 6 of 6

Revised 07.2012
The contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 128.1 et seq and CHA Regulations implementing Section 3 requirements. The Contractor hereby submits this document to identify employment, subcontracting, and other opportunities for Chicago Housing Authority residents and low and very low income Chicago area residents during the term of the contract between the Contractor and CHA. Any changes to this Utilization Plan must be approved by a Section 3 Change Form.

The Contractor agrees to meet its Section 3 requirements through the following:

**Hire**

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order 

The Contractor has committed to employ __ resident(s) in order to comply with its Section 3 requirements.

**NOTE:** A prime contractor may satisfy the CHA Resident Hiring Requirements through the hiring of residents through his/her subcontractors.

A Job Order Form must be submitted with this Schedule B when hiring is one of the Contractor's methods in satisfying Section 3 requirements.

The Contractor must complete the following table as instructed below:

1. Indicate each job title for all phases of this contract
2. the number of positions which will be needed in each category
3. how many of those positions are currently filled
4. the number currently filled by low and very low-income CHA residents
5. the number currently filled by low and very low-income Chicago area residents
6. how many positions need to be filled for each job title
7. the number of Low Income CHA Residents (UCHAR) or Low-Income Chicago Area Residents (LICAR) to be hired at each job title
In the event a Section 3 resident is employed for less than the duration of the job commitment, as outlined in the Section 8 Job Order Form, vendors must contribute to the Other Economic Opportunities Fund in the lesser of the following amounts:

- a) the amount of money which the Section 3 resident would have received if employed for the duration of the contract, or
- b) 5% of the actual contract amount if a construction contract; 1.5% for other contracts.
Chicago Housing Authority (CHA)
Department of Procurement & Contracts Contract Compliance Division

SCHEDULE B - SECTION 3 UTILIZATION PLAN
(To Be Completed by Prime Contractor)

CONTRACTING

Per 24 CFR 135.30, Section 3 requires construction contracts to subcontract at least 10% of the work to Section 3 Business Concerns and 3% of the work for all other contracts.

A Section 3 Business concern is a business concern under HUD Regulations:

(1) 51 percent or more owned by section 3 residents; or
(2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
(3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “section 3 business concern.”

The Prime Contractor will subcontract with a total of [ ] Section 3 Business Concerns totaling [ ] % of the Contract Value.

In the section below, outline the Section 3 Business Concerns that will hold subcontracts with your firm under this contract (Note: Each subcontractor listed below must submit a corresponding Schedule C)

A. COMPANY NAME: ____________________________________________
   ADDRESS: ____________________________________________________
   CONTACT PERSON: ___________________ TELEPHONE: ____________
   E-MAIL ADDRESS: ____________________________________________
   ORIGINAL CONTRACT DOLLAR VALUE: __________________________
   AMENDED CONTRACT DOLLAR VALUE: __________________________
   NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED: ____________________

Type of Participation: Direct [ ] Indirect [ ]

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): ____________________

Schedule B – Section 3 Utilization Plan
Page 3 of 7

Revised 08.2012
B. COMPANY NAME: ____________________________
ADDRESS: ____________________________________
CONTACT PERSON: __________________ TELEPHONE: ______
E-MAIL ADDRESS: ________________________________
ORIGINAL CONTRACT DOLLAR VALUE: _____________
AMENDED CONTRACT DOLLAR VALUE: ______________
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: ____________________________
Type of Participation: Direct: [ ] Indirect: [ ]
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): ____________________________

C. COMPANY NAME: ____________________________
ADDRESS: ____________________________________
CONTACT PERSON: __________________ TELEPHONE: ______
E-MAIL ADDRESS: ________________________________
ORIGINAL CONTRACT DOLLAR VALUE: _____________
AMENDED CONTRACT DOLLAR VALUE: ______________
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: ____________________________
Type of Participation: Direct: [ ] Indirect: [ ]
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): ____________________________
D. COMPANY NAME: ____________________________

ADDRESS: __________________________________

CONTACT PERSON: __________________________ TELEPHONE: _______________________

E-MAIL ADDRESS: ____________________________

ORIGINAL CONTRACT DOLLAR VALUE: ____________________________

AMENDED CONTRACT DOLLAR VALUE: ____________________________

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED: ____________________________

Type of Participation: Direct [ ] Indirect [ ]

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): ____________________________

E. COMPANY NAME: ____________________________

ADDRESS: __________________________________

CONTACT PERSON: __________________________ TELEPHONE: _______________________

E-MAIL ADDRESS: ____________________________

ORIGINAL CONTRACT DOLLAR VALUE: ____________________________

AMENDED CONTRACT DOLLAR VALUE: ____________________________

NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.

WORK TO BE PERFORMED/MATERIALS SUPPLIED: ____________________________

Type of Participation: Direct [ ] Indirect [ ]

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): ____________________________

OTHER ECONOMIC OPPORTUNITIES

Par 24 CFR 135.40, other economic opportunities offer an effective means of empowering low-income persons, and Contractors are encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with Section 3 covered assistance.
In the space provided below, please outline your plan to provide other economic opportunities to a Section 3 or low-income person (if more space is needed, please provide an attachment to this Schedule B). Examples of plans may include internship programs, mentorship programs, and teaming agreements. Please note that any indirect subcontracting should also be described in the section below.

☐ If hiring, subcontracting, and other economic opportunities are proven to be infeasible, CHA suggests the minimum threshold requirements for contribution to a fund that provides other economic opportunities to our residents, including scholarships, job training, transportation, and other services provided through the Resident Services Department:

a) For trade, construction and rehabilitation work, the “value” of the other economic opportunity must equal or exceed 5% of the total contract amount plus any modifications;

b) For other types of contracts, including service contracts, the “value” of the other economic opportunity must equal or exceed 1.5% of the total contract amount plus any modifications. The Contractor agrees to provide other economic opportunities to train and employ Section 3 residents or contribute to a fund which provides Other Economic Opportunities in accordance with provisions of the Section 3 Policy.
By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the CHA Section 3 Policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form prior to AWARD of a contract from the Chicago Housing Authority.

NAME OF PRIME CONTRACTOR (Print or Type)

[Signature]

NAME OF AUTHORIZED OFFICER

[Signature]  Date: 7/1/2013

NAME OF NOTARY (Print or Type)

[Signature]


SIGNATURE OF NOTARY

INTERNAL CHA APPROVAL

[Signature]  Date: 7/1/13

COMPLIANCE MANAGER'S SIGNATURE

[Signature]  Date: 7/1/13
System Solutions, Inc.

Certification Number (Check One): ☑ Base ☐ DBE ☐ JOE

Section 3 Limited Concerns: Yes ☐ No ☑

Personal Information:

Name: [Redacted]
Birth Date: [Redacted]
Gender: Male
Contact Name/Title: Jim Davis / Director
E-mail Address: jimg.davis@theSSI.com

IF/IF/IF/IF or Purchase Order #: 13-01134

Project Title: HP HCI SW Install.
Date Form Completed: 7/14/13

Prime Contractor: System Solutions, Inc. 947-272-6168

NOTE: M/W/D/E contractors must attach a Letter of Certification from one of the certifying agencies listed on the Schedule 4 - M/W/D/E Utilization Plan.

1. Will the Subcontractor contract any of the work to be performed on this contract to another firm? Yes ☑ No ☐

If yes, explain below (Specify dollar amount & percentage that will be subcontracted to other firms):

2. List any additional services to be provided for the above-referenced contracts:

3. Indicate the total dollar value: $483,788.63

4. Terms of the agreement including but not limited to joint venture, subcontract, supplier of products and/or agreements on the above-referenced contract (timeframe and other subcontract details):
AFFIDAVIT

The undersigned will enter into a signed agreement with the Prime Contractor listed above within
five (5) days after receipt of a signed contract executed by the Chicago Housing Authority.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing
document are true and correct, and that I am authorized on behalf of the Subcontractor to make this
affidavit.

SYSTEM SOLUTIONS INC.
(NAME OF M/W/DBE SUBCONTRACTOR/SUPPLIER - PRINT OR TYPE)

Faiza Salehshai
(NAME OF NOTARY - PRINT OR TYPE)

STATE OF Illinois COUNTY OF Cook

ON THE 1st DAY OF July 2013

BEFORE ME APPEARED (NAME)

unto me personally known who, being duly sworn, did acknowledge the foregoing affidavit, and did state
that the undersigned is duly authorized by SYSTEM SOLUTIONS INC. to execute this affidavit
and did sign his or her true name and title.

NOTARY PUBLIC: Faiza Salehshai

COMMISSION EXPIRES: 4/16/2016
SECTION 3 JOB ORDER FORM

The following job order form shall be completed by CHA contractors to provide detailed information about the Section 3 job position. CHA's Resident Services Division will use this job order to identify candidates for open job positions. A separate job order must be completed for each position title. This form must be submitted directly to the Procurement Specialist with all of the Compliance Schedules, prior to contract award. If this is submitted after the contract award, please submit this directly to your Contract Compliance Specialist.

Contractor Information
If you are the Prime Contractor on a Section 3 contract only complete the prime contractor information below. If you are a subcontractor on a Section 3 contract you must complete both the prime contractor and subcontractor information below.

Prime Contractor:
Company Name: SyStem Solutions, Inc
Company Address: 3630 Commercial
Worksite Address: sla

Contract Person: Mitch SJolin
Phone #: 847-272-6163
Fax #: 847-272-8465
E-Mail: Mitch.Sjolin@CHICAGO.org

Contract #: 13-01134
RFP #: 13-01134

Subcontractor:
Company Name: 
Company Address: 
Worksite Address: 

Contract Person: 

CHA Internal Contact Information
Contract Compliance Specialist: Johnetta Scott
Contract Compliance Specialist E-Mail: jmscott@chicago.org

Revised October 2011
Position Information

Position Title: **Technician**
CHA Development (If applicable): **N/A**

Anticipated Position Start Date: **Aug 2013**
Anticipated Position End Date: **Open**

Will the employee(s) work onsite every day that the company is onsite? If no, please explain below.

Public Transportation Available? □ Yes □ No

No. of Openings:
□ 1
□ 2
□ 3
□ 4
□ 5
□ Other: ____________________

Industry:
□ Administration
□ Basic Office/Clerical
□ Child Care
□ Construction
□ Customer Service
□ Health Care
□ Hospitality and Tourism
□ Landscaping
□ Transportation/Warehouse/Trucking
□ Other: ____________________

Job Term:
□ < 1 week
□ 1 – 2 weeks
□ 3 – 4 weeks
□ 5 – 1 year
□ 1 – 2 months
□ 3 – 6 months
□ 6 – 12 months

Shift:
□ Day Shift (e.g., 8:00 AM – 5:00 PM)
□ Second Shift (e.g., 2:00 PM – 10:00 PM)
□ Third Shift (e.g., 10:00 PM – 6:00 AM)
□ Other: ____________________

Schedule:
□ Weekdays
□ Weekends
□ Other: ____________________

Hours per Week:
□ 1 – 10
□ 11 – 20
□ 21 – 30
□ 31 – 40
□ >40

Minimum Hourly Wage: **$12.50**

*Any job classifications applicable to Davis-Bacon minimum wage requirements will be identified to the Prime Contractor in the final contract and are subject to updates, according to the official look-in date of the wage decision. These wages are determined by the Department of Labor and are non-negotiable.*
### Certifications

**Educational Achievement**
- High School Diploma
- Some College
- Associate's Degree
- Bachelor's Degree
- Graduate Degree
- No Educational Requirement

*If you selected a degree, specify the field of study:*

**General Computer/Technical Skills**
- Beginner
- Intermediate
- Advanced
- No Computer Skills Requirement

**Physical Demands**
- Sedentary (mostly sitting; lifting to 10 lbs.)
- Light (sitting/walking/standing; lifting to 20 lbs.)
- Medium (lifting to 50 lbs.)
- Heavy (lifting to 100 lbs.)
- Very Heavy (lifting in excess of 100 lbs.)

**Certifications/Licenses**
- Accounting
- Air Conditioning & Refrigeration
- Automotive Maintenance
- Automotive Technology
-bricklayer
- Business Administration - General
- CAD Technology
- Certified Medical Assistant
- Certified Nurse Assistant
- Child Development
- Commercial Driver Training
- Commercial Passenger Driver - Class B
- Computer Information Systems
- Concrete Masonry
- Construction - Carpentry
- Construction - Masonry Technician
- Construction - Painter
- Cosmetology
- Criminal Justice
- Culinary Arts
- Dental Assistant
- Digital/Virtual Media
- Electrical Line Worker
- Emergency Medical Technician
- Food Sanitation
- Forklift Operation & Safety
- Home Healthcare Provider
- Medical Billing/Coding
- Networking Systems & Technologies
- Paralegal
- PECR Card (Security)
- Pharmacy Technician
- Phlebotomy
- Plumbing & Fire Protection
- Social Work - Generalist
- Truck Driver's License (CDL Class A/B)
- Web Development
- Weatherization
- Welder (Combination)
- Other: ______________________
- No Certifications or Licenses Needed

**Related Work Experience**
- < 1 year
- 1 - 2 years
- > 2 years
- None
### SECTION 3 JOB ORDER FORM

#### Required Skills

<table>
<thead>
<tr>
<th>Required Skills</th>
<th>Required Skills</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>Lead Abatement</td>
</tr>
<tr>
<td>Air Conditioning &amp; Refrigeration</td>
<td>Machine Operation (construction, industrial)</td>
</tr>
<tr>
<td>Asbestos Removal</td>
<td>Machine Operation (office – computer, fax, copier)</td>
</tr>
<tr>
<td>Automotive Maintenance/Technology</td>
<td>Manufacturing</td>
</tr>
<tr>
<td>Basic Office (data entry, reception, filing)</td>
<td>Moving Heavy Racks/Boxes</td>
</tr>
<tr>
<td>Child Care/Development</td>
<td>Plumbing &amp; Pipe Protection</td>
</tr>
<tr>
<td>Computer – Information Systems, Technical</td>
<td>Security</td>
</tr>
<tr>
<td>Construction – Carpenter</td>
<td>Social Services/Social Work</td>
</tr>
<tr>
<td>Construction – Demolition</td>
<td>Truck Driving (CDL Class A/B)</td>
</tr>
<tr>
<td>Construction – Masonry, Bricklaying</td>
<td>Warehouse (forklift operation, packaging)</td>
</tr>
<tr>
<td>Construction – Painting</td>
<td>Welding</td>
</tr>
<tr>
<td>Customer Service</td>
<td>Other: ____________</td>
</tr>
<tr>
<td>Digital/Visual Media</td>
<td>None</td>
</tr>
<tr>
<td>Electrical</td>
<td></td>
</tr>
<tr>
<td>Equipment Maintenance (construction, industrial)</td>
<td></td>
</tr>
<tr>
<td>Equipment Maintenance (office – computer, fax, copier)</td>
<td></td>
</tr>
<tr>
<td>Hazardous Waste Removal</td>
<td></td>
</tr>
<tr>
<td>Health Care</td>
<td></td>
</tr>
<tr>
<td>Home Health/Personal Health Aide</td>
<td></td>
</tr>
<tr>
<td>Hospitality/Food Service/Janitorial</td>
<td></td>
</tr>
<tr>
<td>Janitorial</td>
<td></td>
</tr>
</tbody>
</table>

#### Membership/Affiliations

- **Union Card Required?**
  - Yes
  - No

- **Union Affiliation Required:**
  - AFL-CIO
  - Chicago Plumbers
  - IPE
  - IBEW
  - IUOE
  - Iron Workers
  - Laborers
  - Mechanics
  - Pipe Fitters
  - Roofers
  - SEIU
  - Sheet Metal Workers
  - Teamsters
  - United Food & Commercial Workers International
  - Other: ____________
  - None

*By selecting a position that is union affiliated, the vendor is aware that they must be responsible for overseeing any negotiations with the union that involve this Section 3 position.

#### Criminal Background

- **Required Screenings**
  - Drug/Alcohol
  - Criminal/Background
  - Physical
  - Other: ____________

*Revised October 2011*
Additional Job Information:

Please attach an internal job description or use the space provided below to outline the roles and responsibilities of the identified position from the previous page. Job descriptions should include the general tasks, functions and everyday duties performed in this position. Include any special requirements or expectations of the individual who fills this position and the reporting supervisor. If applicable, list all equipment that will be provided upon hire and any additional items needed to perform job but not provided.

This form was completed by Jim Dillon on 01/31/13

(Name) (Date)

Any edits or proposed revisions that need to be made will be communicated through the contact person identified on the first page of this Job Order Form.
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement & Contracts Contract Compliance Division
WAIVER REQUEST: Section 3 Business Concern Subcontracting

REI/RES/CONTRACT OR PURCHASE ORDER NO. TITLE: 13-01136
BIDDER/PROPOSER: System Solutions Inc.
ADDRESS: 3620 Communication, Naperville, IL 60562

CONTACT PERSON: Jim Dillon
TITLE: HP HW SW Maint.
TELEPHONE: (1) 630-772-6160
FAX: (1) 630-772-8465

PROPOSED AMOUNT: $483,788.53

Please select whether this is a Full or Partial Waiver Request (check one):

Full Waiver [ ]
Partial Waiver [ ]

PLEASE STATE (REASON) FOR WAIVER REQUEST:
(please note: This must be a detailed account of why you are unable to meet the requirements of the contract. Any incomplete or insufficient requests will be returned to the vendor. If more room is needed than what is provided below, please enclose a clearly printed document to this waiver request.)

HP HW & SW Maintenance services as required in the RFP are paused through authorized partners only and cannot be resold. The agreements were attempted to contract training as required by RFP and was unable to source classroom training or specific training requested in RFP.
<table>
<thead>
<tr>
<th>Business Name</th>
<th>Vendor Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>TEC SERVICES CONSULTING INC</td>
<td>Greg Boston</td>
</tr>
<tr>
<td></td>
<td>670-340-7486</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:gregb@tecservinc.com">gregb@tecservinc.com</a></td>
</tr>
</tbody>
</table>

DID NOT OFFER CISCO MCS OR HP LINK TRAINING CLASSROOM AS REQUESTED (ONLY WEB BASED)