



CHICAGO HOUSING
AUTHORITY™

REQUEST FOR QUOTES

Physical Inventory

FY2022

Physical Inventory at Various CHA Locations

Tuesday, November 15, 2022

**Tracey Scott, Chief Executive Officer
Sheila Johnson, Deputy Chief of Procurement**

PART 1 – GENERAL INFORMATION

1.1 Chicago Housing Authority

The Chicago Housing Authority (“CHA”) is a municipal not-for-profit corporation which provides homes to more than 63,000 households while supporting healthy communities in neighborhoods throughout the city. Designated a Moving to Work agency by the U.S. Department of Housing and Urban Development, CHA has used that flexibility to create innovative partnerships that expand choices and opportunities for the low-income families and individuals it serves.

1.2 Solicitation Purpose

The CHA is seeking quotes from qualified licensed firms and have professional staffing to perform comprehensive physical inventory and evaluation of all fixed assets, technology, furniture, and equipment at various CHA locations including CHA corporate office.

CHA wishes to have the physical inventory completed every other year starting in December 2022.

The contract term shall be for a base period of three (3) years and two additional 1-year option periods. The anticipated contract starts date of December 2022. The CHA anticipates it will award one (1) contract. The schedule listed below for a base period of three years, with the second year of services is on an “as needed basis”, but work is not guaranteed. CHA will initiate services. No award will be made to a Respondent that is on the list of contractor’s ineligible to receive awards from CHA or the federal government, as furnished from time to time by the United States Department of Housing and Urban Development (HUD).

INVENTORY SCHEDULE	Anticipated Start Date	End Date	Report Delivery
2022	12/19/2022	01/31/2023	02/15/2023
2023	Services upon request by the CHA		
2024	12/16/2024	01/31/2025	02/17/2025

Please Note: Respondents are responsible for reading this Request for Quotes and all exhibits, attachments, addendums, or amendments, in its entirety, as updates and revisions may be added. By submitting a response to this solicitation, the Respondent acknowledges that it has read the entire document and is responding with full knowledge of all terms, conditions, and requirements as set forth.

1.3 Solicitation Schedule

The following Schedule of Events represents CHA’s estimate of the timetable that will be followed in connection with this solicitation:

MILESTONES	DATE AND/OR TIME
RFQ Released	Tuesday, November 15, 2022
Quote Due Date and Time	Tuesday, November 22, 2022, by 11:00 AM (CST)

CHA reserves the right, at its sole discretion, to adjust this Solicitation Schedule as it deems necessary. All agencies doing business with the Chicago Housing Authority must be a registered vendor. Registration can be completed via <https://supplier.thecha.org>.

1.4 Communications

All procurement actions facilitated by CHA will be conducted in an open, transparent, and competitive manner. CHA will consider with each transaction competitive pricing, quality of work, reputation, and referrals, and understanding of the solicited deliverables and/or requirements. CHA supports solicitation of quotes from all markets with no geographical preferences and to give qualified businesses, including those that are owned by minorities, women, and small business enterprises, opportunity to do business with CHA as Contractors and Subcontractors within CHA's procurement policy and procedures.

To maintain a fair and impartial competitive process, CHA and any outside consultants assisting CHA with this solicitation shall avoid private communication concerning this procurement with prospective Respondents during the entire procurement process. From the issue date of this RFQ until the final award is announced, Respondents are not allowed to communicate about this RFQ for any reason with any CHA staff and/or outside consultants assisting CHA with this solicitation except:

- Through the Point of Contact named below
- As otherwise specified in this RFQ; and/or
- As provided by existing work agreement(s) (If any)

Prohibited communications includes all contact, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. CHA reserves the right to reject the quote of any Respondent violating this provision.

The Point of Contact for this RFQ is:

Teresa Lipsey
Department of Procurement & Contracts
Chicago Housing Authority
60 E. Van Buren
Chicago, IL 60605
tlipsey01@thecha.org

Questions must be submitted via email to the above contact.

1.5 Amendments to the RFQ

CHA reserves the right to increase or delete any scheduled items, and/or increase or reduce the quantity of any scheduled item as deemed necessary, to waive informalities and technicalities, and to make other changes and modifications consistent with CHA's policies, and the laws and regulations.

PART 2 – SCOPE OF WORK

2.1 SCOPE OF SERVICES/STATEMENT OF WORK

The purpose of the physical inventory is to: (1) verify the existence and obtain a photo of the asset; (2) report the condition of the equipment. The CHA is requesting physical inventory at approximately 72+ CHA sites throughout the Greater Chicagoland Area and the CHA corporate office. The provider will perform in-person and virtual support throughout the duration of the services.

Fixed Assets, Furniture, and Equipment of unit cost of \$5000 or more shall be classified as (but not limited to) the following:

- Vehicles/Mowers/Tractors
- Employee Desks/Chairs
- Maintenance Equipment
- Building Equipment
- Office Equipment
- Security Equipment

- Generators

The CHA estimates the following counts of Capital Assets, Furniture and Technical Equipment that will be inventoried:

Total Estimated Items to Inventory	108
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Technology Equipment of unit cost of \$5000 or more shall be classified as (but not limited to) the following:

- Audio/video Equipment
- Computers
- Network Equipment
- Laptops
- Scanners and Copiers
- Printers
- Chrome books

The CHA estimates the following counts of Technology Equipment that will be inventoried:

Total Estimated Items to Inventory	380
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Inventory Process

The CHA will provide a copy of all assets currently on file to the winning proposal for inventory. Vendor will perform all labor to conduct a comprehensive inventory at each CHA site locations. During the inventory process, all of the following information will be captured for each item:

Asset Identification Information

- Bar Code Asset Number
- Description
- Manufacturer (face name)
- Product Description
 - For Vehicles - Year/Make/Model/Vin/License Plate
 - Equipment – Serial/Manufacturing/Model Number
- Location Code (building code, address, room, floor)
- Condition (good, fair, poor)
- Estimated addition/in service date for new additions

Vendor will scan existing CHA asset tags which are affixed to current items. If item is found that fall under the category of Fixed Assets/Equipment of unit cost \$5000 or more does not contain a tag, or the current tag has been removed, damaged, or is otherwise unreadable, vendor will affix a new tag on the item. CHA will provide tags to use for this purpose. The vendor and CHA will standardize tag placement on additional tagged items.

The vendor will remedy any discrepancies reported by CHA . A discrepancy is when an item is entered incorrectly by vendor staff or items that CHA reasonably believes the vendor missed at site locations.

The vendor will provide a report to CHA that details the process used in asset inventory and any unusual findings.

The vendor will provide the following information in final reports:

1. Matches found – Assets that have tag numbers and serial numbers of each Asset.
2. Additions – Assets of unit cost \$5000 or more found, but not listed in the provide spreadsheet. Tag numbers and serial numbers should be assigned.

3. Exceptions – Asset exists in CHA reports but does not physically exist after additional follow-up with Site Administrator. Tag numbers should not be assigned.
4. Total of all Assets
5. Photos will be included for all assets physically verified.

Access to Facilities

CHA will provide the following:

- Contact information: site representative, addresses, and phone numbers
- Schedule and coordinate vendor team visits for each site location
- Inventory services will take place during normal business hours Monday through Friday

Bidder must propose an all-inclusive price for base period for the contract to perform the bi-annual Physical Inventory. This proposal will cover all costs related to furnishing all of services or products specified in this RFQ, including but not limited to materials, equipment, profit, labor, and travel to the satisfaction of the Chicago Housing Authority and the performance in said scope of work.

The CHA will not be obligated to any minimum or maximum quantities. All work completed will be subject to inspection and approval by the CHA. Acceptable quality is solely determined by the CHA and the CHA Authorized Representative. The CHA reserves the right to reject and refuse acceptance of work, which is not in accordance with the instructions, specifications, drawings, data, and, or quality standards of same. Rejected work shall be at the expense of the Respondent(s). Any work provided by the CHA and/or the Authorized CHA Representatives for use in the performance of the Services involves property rights of the CHA and shall be held as confidential by the Respondent(s).

Pricing/Invoicing

All contract terms must be provided by the Selected Respondent and included in the pricing. Proper licensing and insurance are required. Invoices should be submitted once a month for service rendered.

2.2 Performance of Work

The Effective Date of the contract is the date on which the original contract is executed by CHA. The contract may be amended in writing from time to time by mutual consent of the parties.

2.3 RFQ Narrative Response

Each Respondent must submit a narrative response that addresses the scope of work described in Section 2.1 of the RFQ. Brevity with respect to responses is strongly encouraged. The CHA will look favorably upon succinct and direct language. Emphasis should be placed on conformity to the CHA's instructions, requirements of this RFQ, completeness, and clarity of content.

Quote responses shall be no more than ten (10) pages in length and shall be organized in the following structure:

Cover Page

- A. Identify the name of the project
- B. Company name, address, and main telephone number
- C. Name and title of primary contact person with their direct contact information Team Identification
- D. Identify key staff that will be involved in providing services
- E. Provide a clear statement indicating current workload and demonstrate the ability to take on additional work

Approach & Work Plan

The Respondent must provide a narrative describing Respondent's approach to the Statement of Work, including Quality Assurance/Quality Control (QA/QC) standards that will be used to prevent errors, project management systems to be utilized, plans for effective communications including reporting tools, and specific approaches to technical problems that may lead to cost savings for the CHA.

References

Respondents must provide references from at least three (3) organizations or clients that can address the

Respondents' specific capabilities as they relate to the requirements of this RFQ, including company names, addresses, telephone numbers, email addresses, fax numbers, and contact persons. Respondents will also list the timeframe of each project and list all uncompleted work.

Financial Information

- A. Indicate whether any lawsuits or claims have been filed against the Respondent within the past five (5) years. Indicate **N/A** if Respondent does not have any lawsuits or claims described above.

Quote responses shall be no more than (10) pages in length, excluding resumes, Quote Form, Mandatory Forms, and any other applicable exhibits specifically requested by CHA within this solicitation. Use Arial font of not less than 11-point size throughout, including all titles, text and any footnotes or citations.

PART 3 – QUOTE SUBMISSION

3.1 Quote Submission Instructions

All quotes must be submitted on the Quote Forms provided by CHA (see **Exhibit B** Quote Form- as an attachment). Failure to provide a quote for each item delineated on the Quote Forms may result in the quote being determined "non- responsive" and subsequently disqualified from consideration. Respondents should insert the words "No Quote" in the space provided for any item for which no price is submitted. Quotes shall include all travel expenses, wages, supplies, and materials necessary to perform work under the terms and conditions of this RFQ. Unless otherwise specified herein, all prices shall be on a firm, fixed-price basis and are not subject to adjustment based on cost incurred. Any stipulations made to the Respondent's quote shall subject the quote to rejection. If the Respondent wishes to include additional information, the Respondent may do so with attachments. The CHA will not be accepting manual submissions at this time. All Respondents must submit an electronic proposal via email to the point of contact noted above.

All Quote Responses Must Be Typed.

Along with submission of the Quote Form, each Respondent must submit the following Mandatory Forms:

- **Exhibit A** - RFQ Narrative Responses
- **Exhibit B** - Quote Form is attached as an Excel file
- **Exhibit C** - HUD 5369-C - Certifications and Representations of Offerors Non-Construction Contract
- **Exhibit D** - HUD 50071 - Certification of Payments to Influence Federal Transactions
- **Exhibit E** - Compliance Affidavit

The successful Respondent(s) will be required to submit mandatory CHA forms and affidavits within seven days of notice of award. The mandatory forms will be forwarded to the successful Respondents prior to contract award. Forms should be completed, signed, and notarized where required or marked "not applicable" where appropriate. The mandatory forms are:

- Contractors Affidavit
- Schedule A: M/W/DBE Utilization Plan
- Schedule C: Letter of Intent M/W/DBE and/or Section 3 Business Concern
- Economic Disclosure Statement Form
- Required Insurance Certificate (see **PART 5 - INSURANCE**)

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

PART 4 – EVALUATION OF QUOTE RESPONSES

4.1 Quotes Evaluation Protocol

The CHA will evaluate bids in response to this solicitation without discussions and will award a contract to the Respondent whose bid is responsive and conforming to the solicitation and will be advantageous to the CHA based on the qualifications, experience, and overall best value. Cost will not be the sole determinative factor.

CHA reserves the right to award this contract to one Respondent, to make multiple awards, and to accept a quote other than the lowest priced quote. CHA may reject any or all quotes if such action is in CHA's best interest, waive informalities and minor irregularities in quotes received, and award all or part of the requirements stated. Furthermore, CHA reserves the right to delete, add, or modify any aspect of this procurement through negotiations (if applicable) up until the final contract signing.

4.2 Evaluation Factors

The CHA will evaluate bids based on the following factors:

- Price
- Best Overall Value (i.e., staffing line up, work approach, etc.)
- Service Availability

4.3 Due Diligence

All procurement transactions shall be conducted only with responsible Respondent, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity. Where warranted and before awarding a contract, CHA shall review the proposed Respondent's ability to perform the contract successfully, considering factors such as the Respondent's integrity, compliance with public policy, record of past performance (including vendor performance reports and contacting previous clients of the Respondent), and financial and technical resources. Respondents shall not be awarded to debarred, suspended, or ineligible Respondents. If a prospective Respondent is found to be non-responsible, a written determination of non-responsibility shall be prepared, and the prospective Respondent shall be advised of the reasons for the determination.

PART 5 – INSURANCE

5.1 Insurance Requirements

Prior to the commencement of this Agreement, Vendor shall procure and maintain at all times during the term of this Agreement insurance against claims for bodily injury or property damage which may arise from or in connection with services performed under this Agreement and from the negligent acts, omissions and errors of the Vendor, its officers, agents, representatives, or employees.

The insurance carriers used must be authorized to conduct business in the State of Illinois and shall have an A.M. Best rating of not less than A: VII.

Minimum Coverage and Limit Requirements

Commercial General Liability: General Liability Insurance on an occurrence basis with limits not less than \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 covering bodily injury and property damage. This coverage shall also include, but not be limited to, contractual liability, products and completed operations, personal and advertising injury.

Workers' Compensation and Employer's Liability: Coverage must be in accordance with the laws of the State of Illinois and include a waiver of subrogation in favor of Chicago Housing Authority.

Coverage A – Statutory Limits

Coverage B - Employers Liability - \$500,000 bodily injury or disease each accident; each employee

Auto Liability: Required when any vehicles (owned, hired and/or non-owned) are used in connection with the Services to be performed, coverage limits of not less than \$1,000,000 each accident combined single limit for Bodily Injury and Property Damage General Liability Insurance

Related Insurance Requirements

1. It is understood and agreed to by the parties hereto that Chicago Housing Authority and others listed below shall be included as Additional Insureds on Vendor's liability policies, with the exception of Professional Liability and Employer's Liability and such insurance is primary to and will not seek contribution from any insurance, deductibles, self-insured retentions and/or self-insured programs available to Chicago Housing Authority.

Certificate Holder: Chicago Housing Authority
60 E Van Buren
Chicago, IL 60605

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

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

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

Renewal Certificates are required prior to expiration of current insurance coverage. The receipt of any Certificate of Insurance does not constitute agreement by the CHA that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Contract. The insurance policies shall provide for thirty (30) days written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

PART 6 – ADMINISTRATIVE TERMS AND CONDITIONS

6.1 Required CHA Vendor Registration

In order to do business with CHA, Respondent must be a registered vendor prior to submitting a response. If Respondent has already registered with CHA, the Respondent's (Vendor) profile must be up to date.

Respondent is responsible for contacting their local authorities to ensure that Respondent has complied with all laws and is authorized and/or licensed to do business in the Territory. All applicable fees associated therewith are the responsibility of Respondent now or hereafter in effect during the contract. Respondent and its employees, agents, and subcontractors shall also comply with all Federal, State, and local laws regarding business permits and licenses that may be required to carry out the services performed under the contract.

6.2 Acceptance Period

All Respondents submitting a quote must agree to honor the terms and conditions contained herein for a period of one hundred twenty (120) days.

6.3 Quote Signature

The person signing the Quote Form must be a person authorized to bind the Respondent contractually. Unsigned offers will be rejected. Unsigned offers cannot be signed after the quote has been received.

6.4 Ownership of Documents

All work products generated, prepared, assembled, and provided to CHA pursuant to this RFQ become the property of CHA upon receipt. Work products include but are not limited to reports, memoranda, data, survey responses, presentations, and other materials of any nature, or information related to any of the foregoing, which are or were generated in connection with the scope of services described in the contract. Respondents shall not copyright, or cause to be copyrighted, any portion of any document submitted to CHA as a result of this RFQ.

6.5 Rejection of Quotes

CHA may reject any or all quotes. Action to reject all quotes shall be taken only for unreasonably high prices, error in the solicitation, cessation of need, unavailability of funds, failure to secure adequate competition, or any other reason deemed appropriate by CHA.

6.6 Contractor Status

The Contractor shall be an independent Contractor and will not be an employee of CHA.

6.7 Funding Limitations

This procurement may be funded, in whole or in part, by grant funds provided by the U.S. Department of Housing and Urban Development ("HUD"). CHA will not be bound to any contract if funding has been disallowed by HUD.

6.8 Taxes

CHA is exempt from sales tax. The Contractor agrees to pay all taxes incurred in the performance of an awarded contract. Freight, handling costs, and taxes shall not be charged to the CHA.

6.9 Advertising

Respondent agrees not to use the fact of or the results from submission of a quote as a part of any commercial advertising. CHA does not permit the use of CHA's relationship with an entity of purposes of marketing efforts unless CHA specifically agrees otherwise.

6.10 Government Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful Respondent to immediately notify CHA in writing specifying the regulation which requires an alteration. CHA reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to CHA.

6.11 Compliance & Law

The Respondent shall comply with all applicable Federal, State and local laws, regulations, ordinances and requirements applicable to the work described herein including, but not limited to, those applicable laws, regulations and requirements governing equal employment opportunity programs, subcontracting with small and minority firms, women's business enterprise, and labor surplus area firms, equal opportunity for businesses and unemployed and underemployed persons (as referenced in Section 3 of The Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Davis-Bacon Act, and those laws and regulations concerning the abatement and remediation of asbestos and lead-based paint, and shall provide for such compliance in the contract documents. To the extent the work required under this contract is related to development, Respondents shall further comply with the applicable Annual Contributions Contract (ACC) related to such development. To the extent such work is related to a mixed finance development, Respondent shall comply with the provisions of 24 CFR ' 941.208. The Respondent shall obtain, at Respondent's expense, such permits, certificates, and licenses as may be required in the performance of the work specified.

Response Questionnaire

Cover Page

- 6.11.1 Identify the name of the project
- 6.11.2 Company name, address, and main telephone number
- 6.11.3 Name and title of primary contact person with their direct contact information Team Identification
- 6.11.4 Provide a clear statement indicating current workload and demonstrate the ability to take on additional work.

Response Questionnaire

Approach & Work Plan

- A. Written narrative based on the understanding of the project goals and objectives.
- B. Work plan and draft project schedule identifying major project tasks, scope of work, meetings, City responsibilities, and deliverables for each task.

Response Questionnaire

References

- A. Respondents must provide references from at least three (3) organizations or clients that can address the Respondents' specific capabilities as they relate to the requirements of this RFQ, including company names, addresses, telephone numbers, email addresses, fax numbers and contact persons.
- B. Respondent will also list the timeframe of each project and list all uncompleted work.

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RFQ Physical Inventory - FY 2022**Quote Form Instructions**

ALL QUOTE SUBMISSIONS ARE SUBJECT TO REVIEW FOR COMPLETENESS, ACCURACY, AND COMPLIANCE WITH ALL TERMS AND CONDITIONS PROVIDED IN THE RFQ. PRICING MUST BE SUBMITTED ON THE QUOTE FORM WITHOUT CONDITIONS. ANY CHANGES, MODIFICATIONS, ADDITIONAL TERMS AND CONDITIONS, EXCEPTIONS OR OTHER REVISIONS TO THIS RFQ, INCLUDING THE QUOTE FORM, OR FAILURE TO COMPLETE ALL REQUIRED INFORMATION, MAY CAUSE THE QUOTE TO BE DEEMED NON-RESPONSIVE.

Quotes shall include all travel expenses, wages, supplies, and materials necessary to perform work under this Request for Quotes' terms and conditions. Unless otherwise specified herein, all prices shall be on a firm, fixed-price basis and are not subject to adjustment based on cost incurred. Any stipulations made to the Respondent's quote shall subject the offer to rejection.

1. Completion of open cells in Quote Form:

Respondent is responsible for electronically entering information into the open cells in Quote Form in the Excel spreadsheet. Respondent must complete all open cells in the following field:

- Bidder's Yearly Price

2. Signature:

The Quote Form must include a printed name, signature, title, telephone number and e-mail address of an authorized representative of the Respondent.

(CORPORATE NAME ATTACHED TO FEDERAL TAX ID NUMBER) has thoroughly read **RFQ Physical Inventory - FY 2022** and all associated Addenda (if applicable) and can provide the services as described at the offer submitted on this Quote Form.

CONTACT INFORMATION FOR CORPORATE OFFICIAL AUTHORIZED TO BIND RESPONDENT

DATE	
CORPORATE OFFICIAL NAME	
CORPORATE OFFICIAL TITLE	
CORPORATE OFFICIAL E-MAIL ADDRESS	
COMPANY PHONE NUMBER	
COMPANY ADDRESS	
CORPORATE OFFICIAL SIGNATURE	

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Bidder/Proposer Name: _____

Bidder/Proposer Address: _____

IFB/RFP NUMBER: _____

Federal Employee I.D. #: _____ or Social Security #: _____

Instructions:

FOR USE WITH ALL CONTRACTS. Every Contractor submitting a bid/proposal to the Chicago Housing Authority ("CHA") must complete this Contractor's Affidavit. Special attention should be paid to those Sections which require the Contractor to provide certain information to the CHA. The Contractor should complete this Contractor's Affidavit by signing and notarizing Section XIV. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a separate and completed Contractor's Affidavit. In the event the Contractor is unable to certify to any of the statements contained herein, the Contractor must contact the Department of Procurement and Contracts of the CHA and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned _____ as _____
(Name) (Title)

and on behalf of _____ ("Contractor") having been duly
(Business Name)

sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Limited liability company* |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |

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CONTRACTOR'S AFFIDAVIT

☐ Sole proprietorship

☐ General partnership*

☐ Limited partnership*

☐ Trust

☐ Not-for-profit corporation

☐ (Is the not-for-profit corporation also a
501(c)(3))? ☐ Yes ☐ No

Other (please specify)

* Note and complete B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes

☐ No

☐ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, that are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name

Title

1. b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an affidavit on its own behalf.

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Name

Title

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity whether held in its or their own name or through intermediaries or nominees. **If none, state "None."**

***NOTE:** CHA may require any such additional information from any applicant which is reasonably intended to achieve full or additional disclosure of ownership.*

Name

Business Address

% Interest in the Disclosing Party

(Add sheets if necessary)

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CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR'S ANTI-COLLUSIVE AFFIDAVIT

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this Contractor's Affidavit or if a subcontractor or subcontractor's affiliated entity during a period of three (3) years prior to the date of award of the subcontract:
 - a. Violated any of the provisions of 18 U.S.C. §666 (a) (2) and 720 ILCS 5/33E-1, et seq.
 - b. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the CHA, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - c. Agreed or colluded, or been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - d. Made an admission of guilt of such conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of Federal, state or local government as a result of engaging in or being convicted of bid-rigging in violation of the Illinois Criminal Code, 720 ILCS 5/33e-3, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rigging during a period of five (5) years prior to the date of submittal of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating in violation of the Illinois Criminal Code, 720 ILCS 5/33E-

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4, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rotating.

4. Additionally, that the undersigned is the party making the foregoing proposal or bid, that such bid or proposal is genuine and not collusive, and that said bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer and has not secured any advantage against the Chicago Housing Authority or any person interested in the proposed contract, nor has said proposer participated with any person or business entity in any collusive scheme to rotate proposals, provide any bribes, kickbacks to CHA employees in violation of any of the provisions of 18 U.S.C. §666 (a) (1) and 720 ILCS 5/33E-1 et seq.; or engage in bid rigging; that proposer is not barred from bidding on the subject contract as a result of a violation of either Section 33-E-3 or 33-E-4 of the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq.; and that all statements on said proposal are true. Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Contractor's Affidavit are true and correct.
5. The Contractor, its agent, officers or employees have not directly or indirectly solicited non-public information from a CHA officer or employee; entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal in violation of Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. Failure to submit this statement as part of the bid/proposal will make the bid non-responsive and not eligible for award consideration.

B. SUBCONTRACTOR'S ANTI-COLLUSION AFFIDAVIT

1. The Contractor has obtained from all subcontractors to be used in performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Sub-Section A of Section II of this affidavit.
2. The Contractor will, prior to using any subcontractor(s), obtain from such all subcontractor(s) to be used in the performance of this contract, but not yet known by the Contractor at this time certification in form and substance equal to the certification Subsection A of Section II of this Affidavit. The Contractor shall not, without the prior written permission of the CHA, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's

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affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of any of the conduct described in Section II (A) hereof.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section II for any subcontractors to be used in the performance of this contract and will make such certifications promptly available to the CHA upon request.
4. The Contractor will not, without the prior written consent of the CHA, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to the certification.
5. Contractor hereby agrees, if the CHA so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under the State of Illinois Criminal Code 720 ILCS 5/33e-1 eq seq. as amended. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this Section II.

Notes 1-4 For Section II. Contractor's Certification

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person control or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity using substantially the same management, ownership or principals as the ineligible entity.
2. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if this employee so convicted is no longer employed by the corporation and: (1) it has been finally indicated not guilty or (2) if it demonstrate to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

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3. For purposes of Section II (A) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted (See, 720 ILCS 5/33E-3).
4. For purpose of Section II (A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contract (See, 720 ILCS 5/33E-4).

III. STATE TAX DELINQUENCIES

In completing this Section III, authorized signatory must initial on the line next to the appropriate subsection.

1. _____ Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting such delinquency in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
 2. _____ Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
 3. _____ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above.
1. 65 ILCS 5/11 - 42.1 - 1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax

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administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement.

Notwithstanding the above, the CHA may enter into the contract if the CHA's Operating Officer determines that:

- 1) the contract is for goods or services vital to the public health, safety, or welfare; and
- 2) the CHA is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

IV. PUNISHMENT

A Contractor or subcontractor who makes a false statement, material to Section II (A) and (B) of this certification commits a 3 class felony. 720 ILCS 5/33e-11(B). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the Contractor and allows the CHA to recover all amounts paid to the Contractor under the contract in a civil action. 65 ILCS 5/11-42.1-1.

V. CERTIFICATION REGARDING SUSPENSION AND DISBARMENT

- A. The Contractor certifies to the best of its knowledge and belief, that it, its' principles and any subcontractors used in the performance of this contract:
1. Meet the Agency requirements and have not violated the City or Sister Agency policy, codes, state, federal, and or local laws, rules or regulations and have not been subject to any debarment, suspension, or other disciplinary action by any government agency. Additionally, if any time the contractor becomes aware of such information, it must immediately disclose it to the Agency.
 2. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, state or local government or agency;
 3. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

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4. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in Section II (A) (1) above; and
 5. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.
- B. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach a detailed factual explanation to this certification.
- C. If any subcontractors are to be used in the performance of this Contract, the Contractor shall cause such subcontractors to certify as to paragraph of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach a detailed factual explanation to this certification.

VI. EPA CONTRACTOR LISTING

- A. Bidder/Proposer/Contractor shall comply with all applicable standards, orders and/or requirements established by and/or pursuant to:
1. The Clean Air Act (42 U.S.C. 4701 et. seq.), as amended;
 2. The Clean Water Act (33 U.S.C. 1251 et. seq.), as amended;
 3. The Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act (RCA) of 1976 (42 U.S.C. 6901, et. seq.), as amended;
 4. The Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et. seq.), as amended;
 5. Occupational Safety and Health Administration (OSHA) regulations, and any amendments thereto;
 6. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 U.S.C. 9601 et. seq.), as amended;
 7. Illinois Environmental Protection Agency regulations, as amended;

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8. Illinois Department of Labor regulations, as amended;
9. City of Chicago Ordinances, as amended;
- B. Bidder/Proposer/Contractor shall not use any facility on the Environmental Protection Agency's ("EPA") List of Violating Facilities in the performance of this Contract for the duration of time that the facility remains on the List.
- C. Bidder/Proposer/Contractor shall immediately notify HUD which has awarded funds for this project if a facility it intends to use in the performance of this Contract is on the EPA's List of Violating Facilities or knows that it has been recommended to be placed on the List of Violating Facilities.
- D. Furthermore, Bidder/Proposer/Contractor shall, in the performance of this Contract, comply with all requirements of the Clean Air Act ("CAA"), 42 U.S.C. §7401-7642 and the Clean Water Act ("CWA"), 33 U.S.C. §1251-1387, including the requirements of Section 114 of the CAA and Section 308 of the CWA, and all other applicable clean air standards and clean water standards.

VII. CERTIFICATION OF RESTRICTION ON LOBBYING

THE CONTRACTOR CERTIFIES THAT:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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- C. The undersigned shall require that the language of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or more than \$100,000 for each such failure.

VIII. CERTIFICATION OF NONSEGREGATED FACILITIES

As used in this Affidavit, the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this Affidavit is submitted as part of a bid or proposal, the term "Contractor" shall be deemed to refer to the Bidder or proposer, or subcontractor or supplier. This Affidavit shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this Affidavit is in effect. The undersigned Contractor certifies the following to the CHA

- A. REPORTS: Within thirty (30) days after CHA award to the Contractor of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Contractor shall file Standard Form 100, entitle "Equal Employment Opportunity Employer Information Report EEO" in accordance with instructions contained therein, unless the Contractor has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
6. PRIOR REPORTS: If the Contractor has participated in a previous contract or subcontract subject to Equal Opportunity Clause (41 C.F.R. Sec 60-1.4(a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.

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CERTIFICATION OF NONSEGREGATED FACILITIES: The Contractor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the IFB or RFP. As used in this certification, the term "segregated facilities" means waiting room, waiting area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of Contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that the CHA will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001).

7. The Contractor certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO regulations.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS/PROPOSALS IS PRESCRIBED IN 18 U.S.C. 1001.

IX. EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR Part 60) require that each prospective contractor or proposed subcontractor submit the following information with his bid, or at the outset of negotiations.

- A. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes ☐ No

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- B. If answer to 1, is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of these organizations?

☐ Yes ☐ No

X. DAVIS - BACON CERTIFICATION

- A. By the submission of this Affidavit, the Contractor hereby certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government or the CHA by virtue of Section 3(a) of the Davis-Bacon Act (29 CFR 5.12 (a)(1)).
- B. No part of the Contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded Contracts by the United States Government or the CHA by virtue of Section 3 (a) of the Davis-Bacon Act (29 CFR 5.12 (A) (1)).
- C. Furthermore, the Contractor hereby certifies that the information contained in this Affidavit and representation, are accurate, complete and current. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

XI. SECTION 3 CERTIFICATION

For all contracts where Section 3 is applicable, the Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq and CHA Resolutions implementing Section 3 requirements. The Prime Contractor will submit a Schedule B-Section 3 Utilization Plan to identify employment, subcontracting, and other economic opportunities for CHA residents and low- and very low-income Chicago area residents during the term of the contract between the Prime Contractor and CHA.

XII. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certifications set forth in this Contractor's Affidavit shall become part of Contract No. _____ and incorporated by reference as if fully set forth therein. Further, the Contractor shall comply with these certifications during the term of the Contract.

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XIII. ETHICS POLICY

The Contractor hereby certifies that it shall comply with all the applicable provisions of the CHA's Ethics Policy adopted by the CHA Board on September 21, 2021. The Contractor further certifies that it has received and read a copy of the CHA's Ethics Policy.

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

Signature of President or Authorized Officer

Name of President or Authorized Officer

Title

Telephone Number

State of _____)

County of _____)

Signed and sworn to before me this _____ day of _____, 20 ____
by

_____(Name) as _____

(Title) of _____(Contractor)

Notary Public Signature _____

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offers represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offers, the bidder/offers:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offers represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offers certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offers or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offers, directly or indirectly, to any other bidder/offers or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offers to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offers's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement & Contracts Contract Compliance Division

RFP/RFQ/Bidder/Proposers' M/W/DBE & Section 3
Contract Compliance Certification

RFP/IFB/CONTRACT/PURCHASE ORDER NO: _____ DATE FORM COMPLETED: _____

PROJECT TITLE: _____

DEVELOPER NAME: _____

PRIME CONTRACTOR NAME(S): _____

ADDRESS: _____ TELEPHONE: _____

CONTACT NAME/TITLE: _____

E-MAIL ADDRESS: _____

M/W/DBE? (Please specify): _____ Certifying Agency: _____

Ethnicity: _____ Gender: _____

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO.: _____

CONTRACT AMOUNT: \$_____

As a respondent to CHA IFB/RFP/CONTRACT or PO NUMBER _____ do hereby affirm that I understand and fully support the policy and regulations set forth in the Amendment to Special Conditions M/W/DBE Utilization Plan and the Section 3 Rule 24 CFR Part 75, (hereafter referred to as the Policies), as well as Davis-Bacon and Related Acts (when applicable).

Given that contracts awarded for work under this IFB/RFP/CONTRACT are subject to the future issuance of contracts whose amounts will constitute the actual dollar amount, I understand that my M/W/DBE Utilization (Schedules A and C) and the Section 3 Utilization Form. Plans will be required to be submitted on each award to reflect actual contract amounts to the listed contractors.

Based upon the total amount of the award as constituted by all issued awards, I agree to fully comply with the minimum participation goals as outlined in the Policies and the following reporting requirements:

- Submit within five (5) business days of issuance of an award, copies of all resultant subcontractor agreements with approved certified M/W/DBE firms
- On a monthly basis an updated payment report and labor hours must be entered for every subcontractor (M/W/DBE and non-minority subcontractors) into B2Gnow (CHA's electronic payment monitoring and labor hour software for contractors and subcontractors)
- Submit weekly payroll information and labor hours for construction contracts with the LCPTracker (CHA's online payroll and labor hour software)

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement & Contracts Contract Compliance Division

RFP/RFQ/Bidder/Proposers' M/W/DBE & Section 3
Contract Compliance Certification

I further understand that any changes to my approved M/W/DBE and Section 3 Utilization Plans require the approval of the Department of Procurement & Contracts' Contract Compliance Division.

NOTE: It is the responsibility of the prime contractor to make sure that its subcontractor(s) is/are in compliance with CHA's M/W/DBE, Section 3 (24 CFR Part 75) and Davis Bacon compliance requirements.

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

ACKNOWLEDGEMENT:

(Authorized Principal or Agent Signature)

Date