



REQUEST FOR QUOTES (2022)

Cisco MDS Fiber Channel Switch Upgrade (ITS)

Tuesday, November 1, 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 Chicago Housing Authority is soliciting quotes from experienced suppliers for Cisco MDS Fiber Channel Switch Upgrade. We are looking to upgrade switches from 16 Gbps to 32 Gbps.

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 1, 2022
Quote Due Date and Time	Tuesday, November 8, 2022, by 5:00 pm CT

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 RFQ 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:

David Martin
Senior Procurement Specialist
Chicago Housing Authority
60 E. Van Buren
Chicago, IL 60605
Phone: 312-786-3260
Email: DPMartin@thecha.org

Questions must be submitted in 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 governing HUD programs.

PART 2 – SCOPE OF WORK

2.1 Scope of Work

The Chicago Housing Authority (CHA) is seeking bids from a qualified firm to provide Cisco MDS Fiber Channel switches.

The following switches items are needed to upgrade the current fiber channel switches from 16 Gbps to 32 Gbps:

Line Number	Part Number	Smart Account Mandatory	Description	Service Duration (Months)	Qty
1.0	DS-C9396T-48IK9	-	MDS 9396T 32G 96-Port FC switch, w/ 48 active ports, intake	---	2
1.1	DS-CAC-1200W	-	1200W AC Power Supply (bi-directional)	---	4
1.2	CAB-HVAC-C14-2M	-	HVAC power cable for C14, 2 meters	---	4
1.3	CAB-9K12A-NA	-	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	---	4
1.4	DS-C96S-FAN-I	-	MDS 9396S Fan Tray (port-side intake)	---	4
1.5	M93S2K9-9.2.2	Yes	MDS 9396T NX-OS version 9.2.2	---	2
1.6	DS-9396T-KIT-CSCO	-	MDS 9396T Accessory Kit for Cisco	---	2
1.7	NXOS-SLP-INFO-MDS	-	Info PID for Smart Licensing using Policy for MDS	---	2
1.8	M93XK9-A-3Y	Yes	MDS Advantage Subscription M9300 3Y	---	2
Initial Term - 36.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term					
1.9	SVS-MDS-SSPT	-	Embedded Solution support for MDS, Cisco Support	---	2
Initial Term - 36.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term					
2.0	DS-SFP-FC32G-SW	-	32G FC Shortwave Optics	---	48
2.1	DS-SFP-FC16G-SW	-	16G FC Shortwave Optics	---	48

Pricing/Invoicing:

All equipment supplies and materials 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

Contract period shall be for no time frame from the Effective Date of the contract. 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. CHA will look favorably upon succinct and direct language. Emphasis should be placed on conformity to CHA's instructions, requirements of this RFQ, and 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 who will complete the major tasks of this study
- 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, expected delivery dates 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. Respondent will also list the timeframe of each project and list all uncompleted work.

Financial Information

- A. Quote Form (Exhibit B) which includes a separate "not to exceed" fee total to complete the project. The quoted fees shall include estimated reimbursable fees.
- B. Indicate whether any lawsuits or claims have been filed against the Respondent in the past five (5) years.

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**). 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
- **Exhibit C** - HUD 5369-C - Certifications and Representations of Offerors Non-Construction Contract
- **Exhibit D** – Contract Compliance Certification

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
- HUD-50071 - Certification of Payments to Influence Federal Transactions
- 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., supplies, equipment, work plan)
- 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/Consultant shall procure and maintain at all times during the term of this Agreement insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. The insurance carriers used must be authorized to conduct business in the State of Illinois and shall have an A.M. Best rating of not less than A: VII.

Minimum Coverage and Limit Requirements

1. **Commercial General Liability:** General Liability Insurance on an occurrence basis with limits not less than \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 covering bodily injury and property damage. This coverage shall also include, but not be limited to, contractual liability, products and completed operations, personal and advertising injury.
2. **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
3. **Auto Liability:** Required when any vehicles (owned, hired and/or non-owned) are used in connection with the Services to be performed, coverage limits of not less than \$1,000,000 each accident combined single limit for Bodily Injury and Property Damage.
4. **Cyber Liability:** When applicable to services being performed, minimum limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
5. **Technology Professional Liability Errors & Omissions** required when Vendor/Consultants provides technology services or technology products under this Agreement, insurance appropriate to the professional services being performed shall provide coverage for the acts, errors, or omissions of Vendor/Consultant with a limit of not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information

theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Related Insurance Requirements

1. Prior to the issuing of the Notice to Proceed by the CHA, the Vendor shall submit a Certificate of Insurance via an email to the CHA Procurement Specialist, evidencing compliance with the insurance requirements set forth above. The Certificate of Insurance evidencing the minimum coverages required herein shall be in force on the Effective Date of the Contract and continuously throughout the duration. The required documentation must be received prior to the commencement of any work under this Agreement.
2. 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, agents, employees, invitees and visitors.

Primary Coverage:

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

3. The required coverages evidenced on the Certificate of Insurance shall be in force on the Effective Date of the Contract and must be received prior to the commencement of work under this Agreement. Copies of the endorsement(s) adding the CHA to Vendor's policy as an additional insured are required upon request. Updated Certificates of Insurance are required for policies which renew during the term of this Agreement or extensions thereof. Under no circumstances shall the Vendor allow any required coverage to lapse, cancel or non-renew throughout the duration of the Agreement or extensions thereof.
4. At the CHA's option, non-compliance will result in (1) all payments due the Vendor being withheld until the Vendor has complied with the Agreement; or (2) the Vendor will be assessed Five Hundred Dollars (\$500.00) for every day of non-compliance; or (3) the Vendor will be immediately removed from the premises and the Agreement will be terminated for default. The receipt of any certificates does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

5. The Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Authority from liabilities that might arise out of the performance of the work under this Agreement by the Vendors or its Subcontractors. Vendor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Vendor is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain sufficient insurance. If the Vendor maintains broader coverage and/or higher limits than the minimum requirements, CHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CHA.
6. The Vendor shall require all subcontractors to carry the insurance required and adhere to the same requirements and conditions as outlined above for the duration of the Agreement. In the event that Vendor utilizes subcontractors to perform any Services under the Agreement on its behalf, Vendor shall require and verify that such subcontractors maintain the minimum insurance required herein or as appropriate for the work being performed. Vendor shall ensure that CHA is included as an additional insured on subcontractor's liability insurance.
7. The Vendor 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 the Vendor and/or any of its subcontractors.

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, Respondent 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.

RFQ (2022): Cisco MDS Fiber Channel Switch Upgrade (ITS)

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.

RFQ (2022): Cisco MDS Fiber Channel Switch Upgrade (ITS)

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.

RFQ (2022): Cisco MDS Fiber Channel Switch Upgrade (ITS)

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 fields:

- Bidder's Unit Price (column D)

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.



FEE PROPOSAL FORM

RFQ (2022)
Cisco MDS Fiber Channel Switch Upgrade (ITS)

A	B	C	D	E	F
Unit No.	Specification/ Service Description	Unit of Measure	Bidder's Unit Price	Estimated Quantities	Total Bid Price (Bidder's Unit Price x Estimated Quantities)
A	MDS 9396T 32G 96-Port FC switch, w/ 48 active ports, intake DS-C9396T-48IK9	EA		2	\$ -
1	1200W AC Power Supply (bi-directional) DS-CAC-1200W	EA		4	
2	HVAC power cable for C14, 2 meters CAB-HVAC-C14-2M	EA		4	
3	Power Cord, 125VAC 13A NEMA 5-15 Plug North America CAB-pK12A-NA	EA		4	
4	MDS 9396S Fan Tray (port-side intake) DS-C96S-FAN-I	EA		4	
5	MDS 9396 NX-OS version 9.2.2 M93S2K9-9.2.2	EA		2	
6	MDS 9396T Accessory Kit for Cisco DS-9396T-KIT-CSCO	EA		2	
7	Info PID for Smart Licensing using Policy for MDS NXOS-SLP-INFO-MDS	EA		2	

B	MDS Advantage Subscription M9300 3Y M93XK9-A-3Y	EA		2	
1	Embedded Solution support for MDS, Cisco Support SVS-MDS-SSPT	EA		2	
C	32G FC Shortwave Optics DS-SFP-FC32G-SW	EA		48	
D	16G FC Shortwave OpticsDS-SFP-FC16G-SW	EA		48	
				Aggregate Total	\$ -

Date

Signature of Authorized Company Representative

Telephone Number

Print Name of Authorized Representative

Title

Name of Company

E-mail Address



Exhibit C

HUD Form 5369C

Certifications and Representations of Offerors

Non-Construction Contract

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

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

- (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/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror 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/offeror 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/offeror 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/offeror 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/offeror, directly or indirectly, to any other bidder/offeror 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/offeror 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/offeror'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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror'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:



Exhibit D

Contract Compliance

Affidavit

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

_____ (CORPORATE NAME ATTACHED
TO FEDERAL TAX ID NUMBER) has thoroughly read RFQ (2022) – Cisco MDS Fiber Channel Switch Upgrade) 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	