



CHA

CHICAGO HOUSING
AUTHORITY™

REQUEST FOR QUOTES (2023)
ENVIRONMENTAL WATER SAMPLING SERVICES
Thursday, March 02, 2023

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 purpose of this Request for Quotes (“RFQ”) is to solicit quotes from qualified vendors to provide on-call environmental consulting services when CHA conducts Lead and Legionella investigations and/or evaluations.

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	Thursday, March 02, 2023
Quote Due Date and Time	Friday, March 10, 2023, by 11:00 A.M. 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 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:

Teresa Lipsey, Senior Procurement Specialist
Department of Procurement & Contracts
Chicago Housing Authority
60 E. Van Buren
Chicago, IL 60605
Phone: 312-913-7322
Email: tlipsey01@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/STATEMENT OF WORK

2.1 Scope of Work

The scope of work for water sampling legionella, lead and technical specifications to be followed are contained in the document entitled "Technical Specifications for lead free chlorine, iron, copper and Legionella sampling , which is attached and is part of this RFQ. (See Attachment EXHIBIT C).

The CHA may award one or more contracts for a base term of three year (3).

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 twelve (12) months 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 shall submit a written statement describing the approach it will use to perform the scope of services in the Technical Specifications (Attachment EXHIBIT C) 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. Respondent 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 in the past five (5) years.
- 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 (Excel Format)
- **Exhibit C** - Technical Specifications for Lead Free Chlorine, Iron, Copper, and Legionella Sampling
- HUD 5369-C - Certifications and Representations of Offerors Non- Construction Contract
- Qualification and Experience
- Contract Compliance
- Diversity Goals Utilization Plan

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
- 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 REQUIREMENTS

5.1 Insurance Requirements and Limit Requirements

Prior to the commencement of this Agreement, Vendor agrees to procure and maintain at all times during the term of this Contract the types of insurance specified below in order to protect the Chicago Housing Authority, its respective commissioners, board members,

officers, directors, agents, property management firms, construction management firms, employees, vendors, invitees and visitors, against bodily injury or property damage claims 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, directors, officials, sub-contractors, joint venture partners, agents, 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

General Liability. Coverage limits not less than \$1,000,000 per occurrence for bodily injury, personal, and property damage and \$2,000,000 general aggregate. CHA shall be included as an additional insured and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

Commercial Auto Liability. When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, coverage limits of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. CHA shall be included as an additional insured and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

Workers' Compensation and Employer's Liability. Coverage must be in accordance with the laws of the State of Illinois and endorsed with 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

Contractor's Pollution Liability. Required when the Scope of Work of the Contract covers working with or around hazardous materials. The Respondent's Pollution Liability policy shall be written on an occurrence basis (claims shall be made is not acceptable), covering any bodily injury, liability, and property damage liability, arising out of pollutants including, without limitation, hazardous materials such as asbestos, lead, PCBs for activities of the Contractor under or incidental to the Contract, including without limitation, transit of hazardous materials to a permanent disposal facility, activities by itself or by any of its subcontractors or by anyone directly or indirectly employed or otherwise contracted by any of them. This policy shall be maintained with limits of not less than Five Million Dollars (\$5,000,000) per occurrence. The CHA is to be endorsed as additional insured on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

Related Insurance Requirements

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 required coverage shall be in force on the Effective Date of the Contract and continuously throughout the duration. The required documentation must be received prior to the commencement of work under this Agreement. Additional Insured status shall apply to all liability policies, with the exception of Professional Liability and Workers' Compensation. 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 the general and auto liability policies and such insurance is primary to and will not seek contribution from any insurance, deductibles, self-insured retentions and/or self-insured programs held by 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 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.

Renewal Certificates of Insurance shall be received by the Procurement and Contracts Department prior to expiration or renewal date occurring during the term of this Agreement or extensions thereof. At the CHA’s option, non-compliance will result in (1) all payments due the Contractor being withheld until the Contractor has complied with the Agreement; or (2) the Contractor will be assessed Five Hundred Dollars (\$500.00) for every day of non-compliance; or (3) the Contractor will be immediately removed from the premises and the Agreement will be terminated for default. The receipt of any certificates does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

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

The Contractor shall require all subcontractors to carry the insurance required herein or the Contractor may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

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, Respondentshall 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 (2023) ENVIRONMENTAL WATER SAMPLING
SERVICES)

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.

RFQ (2023 ENVIRONMENTAL WATER SAMPLING SERVICES)

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 (2023 ENVIRONMENTAL WATER SAMPLING SERVICES)

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 ENVIRONMENTAL WATER SAMPLING
SERVICES (2023)**

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.

_____ (CORPORATE NAME ATTACHED TO FEDERAL TAX ID NUMBER) has thoroughly read RFQ - ENVIRONMENTAL WATER SAMPLING SERVICES(2023)) 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	

EXHIBIT C

ENVIRONMENTAL WATER SAMPLING SERVICES AUTHORITY-WIDE TECHNICAL SPECIFICATIONS FOR LEAD FREE CHLORINE, IRON, COPPER & LEGIONELLA SAMPLING

1.02 SCOPE LEAD IN WATER SAMPLING

An Industrial Hygienist (IH) will collect drinking water samples following a period of 8-18 hours of non-use. Sample collection methodology will follow procedures similar to those recommended by the Environmental Protection Agency (EPA) for "Lead in Drinking Water in Schools and Non-Residential Buildings." First draw and "flush" samples will be collected at each selected sample location.

The samples were analyzed for contaminants regulated for drinking water quality by the United States Environmental Protection Agency (USEPA) including lead, copper, and coliforms. All samples were analyzed by a laboratory that is accredited by the American Industrial Hygiene Association (AIHA).

Methodology:

Lead, Free Chlorine, Iron, & Copper in Drinking Water

Collected two, 300-milliliter (mL) samples from each source location according to the process recommended by the EPA. An initial draw from the fixture will be collected, the fixture will be flushed for 30 seconds, and a second "flush" sample to be collected.

Samples will be analyzed using EPA 200.8 Revision 5.4, inductively coupled plasma mass spectrometry (ICP/MS).

Results:

The samples will consist of an initial "draw", followed by a 30 second flush, then a second "draw". Thus, two samples from each of the identified outlets will be sampled. All sample results will be prepared and submitted in report form with recommendations for any of the samples with analytical results above the EPA Action Levels.

1.03 Scope Legionella Sampling

Water samples will be collected in 125-milliliter sterile screw-capped polypropylene bottles containing sodium thiosulfate as a preservative that will be furnished by the analytical laboratory. Two consecutive hot water samples will be collected from each hot water outlet. The first sample was a "pre-flush" sample that will be collected by opening the hot water outlet and immediately filling the bottle. The second hot water "post-flush" sample will be designed to be collected after the hot water had come to full temperature, or after one minute. The purpose of collecting two consecutive samples is to help determine whether Legionella is due to bacteria amplification near in or near the outlet (faucet, sprayer, etc.) or upstream in or near the hot water source (hot water heater). However, since the pre-flush and post-flush water temperature did not change,

EXHIBIT C

ENVIRONMENTAL WATER SAMPLING SERVICES AUTHORITY-WIDE TECHNICAL SPECIFICATIONS FOR LEAD FREE CHLORINE, IRON, COPPER & LEGIONELLA SAMPLING

the post-flush sample will be collected after approximately one minute. Sample water temperature will be determined using a Masterforce™ Model 65260 Infrared Thermometer and/or equivalent. Following sample collection, the bottles shall be forwarded overnight along with a chain-of-custody record to an Environmental Microbiology Laboratory Program (EMLAP) of the American Industrial Hygiene Association (AIHA) and A2LA accredited laboratory for Legionella analysis. The samples will be analyzed by culture using methods compatible with the CDC method “Procedures for Recovery of Legionella in the Environment” (2005) and the ISO 11731:2017 Standard: Water Quality – Detection and Enumeration of Legionella, 2017.

1.04 Water Management Plan

The consultant shall develop a written Legionella WMP for the potable water system at any identified Chicago Housing Authority property upon authorization from the Environmental Health & Safety Manager. The WMP shall contain elements recommended in the American Society for Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 188-2018 “Legionellosis: Risk Management for Building Water Systems” and Centers for Disease Control and Prevention (CDC) guide “Developing a Water Management Program to Reduce Legionella Growth & Spread in Buildings. The Legionella WMP will contain the following elements: 1. Establishing a Water Management Program Team; 2. A description of the building’s Potable Water System; 3. Development of Process Flow Diagrams for the potable water system; 4. An Analysis of the building’s Potable Water System to determine Legionella risks; 5. Establishing Control Measures to reduce risks; 6. Preparing a Legionella Sampling and Monitoring Plan; 7. Developing Corrective Actions that may be needed if control measures are not met or if changes occur in the system; and 8. Establishing procedures for Program Confirmation. To prepare the WMP, the consultant will conduct up to two (2) site visits and meetings with facility staff and other appropriate personnel responsible for maintaining the building’s potable water system.

END OF SECTION

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

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

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 ILCS5/33E-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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CONTRACTOR'S AFFIDAVIT

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.
-
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, asamended;
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 _____



DEPARTMENT OF PROCUREMENT AND CONTRACTS
Diversity Goals Utilization Plan

Vendor Name: _____
 Vendor Ethnicity: _____
 Contract Type: _____
 Spec. No. (RFP/IFB): _____
 Aggregate Total: _____
 Contract Description: _____
 Contract Start and End Date: _____
 Length of Contract Term: _____

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

*Or Other Economic Opportunities

MBE/WBE/DBE UTILIZATION PLAN									
MBE/WBE/DBE Contractor Name	*Ethnicity	Gender	Participation Type	M/W/DBE	M/W/DBE Aggregate Total	Contract Percentage	Start Date	End Date	Work to be Performed
Totals:					\$	-			

M/W/DBE		M/W/DBE COMMITMENT	
Dollars	Percentage	Dollars	Percentage
\$	-	MBE Commitment: \$	-
		WBE Commitment: \$	-
		DBE Commitment: \$	-
		Total: \$	-

SECTION 3 UTILIZATION PLAN						
SECTION 3 BUSINESS SUBCONTRACTING						
Section 3 Business Name	S3 Cert Status	Current S3B Aggregate Amount	Percentage of Total Contract	Start Date	End Date	Work to be Performed
Totals:		\$	-			

INDIRECT PARTICIPATION: OTHER ECONOMIC OPPORTUNITIES

Outline the Other Economic Opportunities to meet Diversity Goals

OEO Dollar Value of Commitment: _____

**GENERAL CONDITIONS FOR PURCHASE ORDERS
(NON-CONSTRUCTION SERVICES)**

1. SUPPLEMENTAL CONDITIONS: These General Conditions for Purchase Orders supplement the terms and conditions found on the reverse of the purchase order issued to Vendor for the Services described in the solicitation.
2. SCOPE OF SERVICES: The services to be provided by Vendor are those more particularly described in the Scope of Services/Statement of Work in the Request for Quotes (“RFQ”), as such Scope of Services/Statement of Work may have been amended or revised by addendum (the “Services”).
3. NON-DISCRIMINATION: In connection with the performance of the work, the Vendor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin.
4. PERFORMANCE STANDARDS: The Vendor shall perform all Services with the degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Contract, and in accordance with all applicable professional standards of due care.

The Vendor must assure that all Services which require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in the applicable discipline and appropriate licensed, if required by law.

5. EVENTS OF DEFAULT: Each of the following shall constitute an event of default:
 - A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Vendor to the CHA.
 - B. The Vendor's failure to perform any of its obligations under this Contract including, but not limited to, the following:
 1. Failure to perform the Services with adequate personnel or with sufficient material to ensure the performance of the Services or due to a reason or circumstance within the Vendor's control;
 2. Failure to meet any of the performance standards set forth in this Contract;
 3. Failure to perform the Services in a manner reasonably satisfactory to the CHA, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 4. Failure to promptly re-perform within a reasonable time Services or any deliverables that were rejected as erroneous or unsatisfactory;
 5. Discontinuance of the Services for reasons or circumstances not beyond the Vendor's control;

6. Failure to cooperate with the CHA Inspector General in any investigations, audits, reviews, inspections or hearings.
7. The Vendor's default under any other agreement it may presently have or may enter into with the CHA during this Contract. The Vendor acknowledges and agrees that in the event of a default under this Contract the CHA may also declare a default under any such other agreements.

6. **REMEDIES:** Within five (5) business days after Vendor has been provided written notice from CHA of the occurrence of each default, Vendor shall provide a statement setting forth the actions that Vendor has taken and/or proposes to take with respect to curing the default, and an estimated time period within which Vendor anticipates being able to cure the default.

Absent an agreed-upon time frame to cure an event of default, Vendor shall be given thirty (30) calendar days to cure each event of default following CHA's notice. If Vendor fails to cure such default within thirty (30) calendar days after receipt of written notice, or if the Vendor has failed to commence and continue diligent efforts to cure such default within thirty (30) days if such default cannot be reasonably cured within thirty (30) calendar days after notice, the CHA may declare the Vendor in default.

Whether to declare the Vendor in default is within the sole discretion of the CHA. Written notification of the default, and any intention of the CHA to terminate the Contract, shall be provided to the Vendor and such decision shall be final and effective upon the Vendor's receipt of such notice. Upon the giving of such notice, the CHA may invoke any or all of the following remedies:

- A. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the CHA.
- B. The right to pursue any and all remedies, legal and/or equitable, available to the CHA.
- C. The right to withhold all or any part of Vendor's compensation hereunder with respect to Services not completed in accordance with the terms hereof prior to the termination of this Contract.
- D. The right to deem Vendor non-responsible in future contracts to be awarded by the CHA.
- E. The right to take over and complete the Services or any part thereof as agent for and at the cost of Vendor, either directly or through others.

If the CHA considers it to be in its best interests, it may elect not to declare default or to terminate the Contract hereunder. The parties acknowledge that this provision is solely for the benefit of the CHA and that if the CHA permits Vendor to continue to provide the Services despite one or more events of default, the Vendor shall in no way be relieved of any of its responsibilities, duties or obligations under this Contract nor shall the CHA waive or relinquish any of its rights.

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or failure to exercise any right or power accruing upon any event

of default or acquiescence therein shall be deemed as a waiver of such right or power, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

7. **MBE/WBE/DBE PARTICIPATION:** All Service Contracts/Purchase orders including any modifications to the Contract or Purchase Order in excess of \$25,000.00 require 20% MBE/WBE/DBE participation.

The Vendor shall comply with the CHA's Minority, Women and Disadvantaged Business Participation requirements through the Prime Vendor being a certified MBE/WBE/DBE firm or through direct or indirect subcontracting with certified MBE/WBE/DBE businesses. Vendor's approved MBE/WBE/DBE Utilization Plan is incorporated by reference into the Contract.

MBE/WBE/DBE NON-COMPLIANCE SANCTIONS AND LIQUIDATED DAMAGES

- A. THE CHA SHALL HAVE THE DISCRETION TO APPLY SUITABLE SANCTIONS TO THE BIDDER/PROPOSER IF THE BIDDER/PROPOSER IS FOUND TO BE IN NON-COMPLIANCE WITH THE MBE/WBE/DBE REQUIREMENTS. FAILURE TO COMPLY WITH THE MBE/WBE/DBE TERMS OF COMMITMENT GOALS AS APPLICABLE TO AND IN THE CONTRACT OR FAILURE TO USE MBE/WBE/DBEs AS STATED IN THE BIDDER/PROPOSER'S SUBMITTED SCHEDULES, CONSTITUTES A MATERIAL BREACH OF THE CONTRACT AND MAY LEAD TO THE SUSPENSION AND/OR TERMINATION OF THE CONTRACT IN WHOLE OR IN PART. FURTHERMORE, CONTINUED ELIGIBILITY TO ENTER INTO FUTURE CONTRACTING ARRANGEMENTS WITH THE CHA MAY BE JEOPARDIZED AS A RESULT OF NON-COMPLIANCE. IN APPROPRIATE CASES, PAYMENTS MAY BE WITHHELD UNTIL CORRECTIVE ACTION IS TAKEN.
- B. WHEN WORK IS COMPLETED, IN THE EVENT THAT THE CHA HAS DETERMINED THAT THE BIDDER/PROPOSER WAS NOT COMPLIANT IN THE FULFILLMENT OF THE REQUIRED MBE/WBE/DBE COMMITMENT GOAL AND A WAIVER WAS NOT OBTAINED, THE CHA WILL THEREBY BE DAMAGED IN THE FAILURE TO PROVIDE THE BENEFIT OF PARTICIPATION TO THE MBE/WBE/DBE TO THE DEGREE SET FORTH IN THIS MBE/WBE/DBE UTILIZATION PLAN.
- C. THEREFORE, IN THE EVENT OF SUCH NON-COMPLIANCE, THE BIDDER/PROPOSER AND VENDOR AGREES THAT THE CHA WILL DEDUCT AS LIQUIDATED DAMAGES CUMULATIVE AMOUNTS COMPUTED AS FOLLOWS:
- FOR EACH ONE PERCENT (1%), OR FRACTION THEREOF, OF SHORTFALL TOWARD THE MBE/WBE/DBE GOAL, ONE PERCENT (1%) OF THE BASE BID FOR THIS CONTRACT SHALL BE SURRENDERED BY THE BIDDER/PROPOSER TO THE CHA IN PAYMENT AS LIQUIDATED DAMAGES, IF SUCH DAMAGES ARE ASSESSED.

8. **SECTION 3 REQUIREMENT:** All Contract/Purchase Orders are Section 3 applicable with the exception of Supply and Delivery contracts and purchase orders.

- A. Section 3 – Compliance: The CHA has determined that the contract awarded under this

solicitation is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u, (Section 3), and the regulations implementing Section 3 at 24 C.F.R. Part 75 – Economic Opportunities for Low- and Very Low-Income Persons. Section 3 Compliance requires that any contract or subcontract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form of training, employment, contracting, and other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction be directed to low- and very low-income persons. The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R Part 75 and to any supplemental CHA policies or requirements regarding employment, subcontracting and training opportunities for Section 3 Workers, Targeted Section 3 Workers, and Section 3 Business Concerns. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations or CHA policies.

1. Definitions

A “Section 3 Worker” under 24 C.F.R. Part 75 is any worker who currently or within the past five years fits at least one of the following categories:

- (a) the worker’s income for the previous or annualized calendar year is below the income limit established by HUD;
- (b) the worker is employed by a Section 3 Business Concern; or
- (c) the worker is a YouthBuild participant.

A “Targeted Section 3 Worker” under 24 C.F.R. Part 75 is:

- (a) A worker who is employed by a Section 3 Business Concern; or
- (b) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) A resident of public housing or Section 8-assisted housing;
 - (ii) A resident of other public housing projects or Section 8 assisted housing managed by CHA;
 - (iii) Youthbuild participants

A “Section 3 Business Concern” under 24 C.F.R. Part 75 is a business concern:

- (a) 51 percent or more owned by Section 3 Residents; or
- (b) In which over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers; or
- (c) At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

2. Section 3 Compliance Goals

Vendors and their subcontractors may demonstrate compliance by making their best efforts to provide employment and training opportunities to Section 3 Workers and Targeted Section 3 Workers, and by making their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 Workers. 24 C.F.R. Part 75 requires Vendors to report the total number of labor hours worked by Section 3 Workers and Targeted Section 3 Workers.

Vendors and Subcontractors shall make their best efforts to provide employment and training opportunities in the following order of priority.

- i. To residents of the public housing project for which the assistance is expended;
- ii. To residents of other public housing projects managed by CHA or residents of Section 8-assisted housing managed by CHA;
- iii. To participants in YouthBuild Programs; and
- iv. To low- and very low-income persons residing in the Chicago Metropolitan Area.

Vendors and Subcontractors shall make their best efforts to award contracts and subcontracts in the following order of priority.

- i. To Section 3 Business Concerns that provide economic opportunities for residents of the public housing project for which the assistance is expended;
- ii. To Section 3 Business Concerns that provide economic opportunities for residents of other public housing projects managed by CHA or residents of Section 8-assisted housing managed by CHA;
- iii. To YouthBuild Programs; and
- iv. To Section 3 Businesses providing economic opportunities to Section 3 Workers residing in the Chicago Metropolitan Area.

3. Documenting and Reporting

- i. Vendor agrees to comply with the above Section 3 requirements in accordance with the Vendor's Section 3 Utilization Plan, which shall be prepared by the Vendor and agreed to by CHA. CHA shall not be required to agree to the Vendor's Utilization Plan until the Vendor meets its burden to establish that it will comply with 24 C.F.R. Part 75 and otherwise comply with CHA's Section 3 policies. Vendor's approved Section 3 Utilization Plan is hereby incorporated by reference into the contract.
- ii. Vendors shall report the total number of labor hours worked by all employees in performing the Services, which shall include a breakdown of labor hours worked by Section 3 Workers and Targeted Section 3 Workers.
- iii. The Vendor and its subcontractors shall provide all required compliance data with respect to Vendor's Section 3 requirements to the CHA via CHA's electronic system available at <https://cha.diversitycompliance.com/>. The Vendor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contract information and contract records. The Vendor shall also be responsible for ensuring that

all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

This Section 3 Contract Provision shall flow down to each subcontract at every tier.

8. EQUAL EMPLOYMENT OPPORTUNITY: Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (*all construction contracts in excess of \$10,000.*)

9. ILLINOIS EQUAL OPPORTUNITY CLAUSE
TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY MANAGEMENT
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES - CHAPTER X: DEPARTMENT OF HUMAN RIGHTS - PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES- SECTION 750.
APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Vendor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the Vendor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Vendor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Vendor's obligations under the Act and this Part. If any labor organization or representative fails

or refuses to cooperate with the Vendor in his or her efforts to comply with the Act and this Part, the Vendor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Vendor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. (Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011).

10. OWNERSHIP OF DOCUMENTS: All documents and information generated, prepared, assembled or encountered by or provided under this agreement is the property of the CHA.
11. CHA INSPECTOR GENERAL: It is the duty of the Vendor and its subcontractors to cooperate with the CHA Inspector General in any investigation or hearing undertaken.
12. ADMINISTRATIVE AGENT: CHA has retained Private Property Management Firms ("PPMs") to provide property management services for its properties. CHA may designate the PPM servicing each property covered by this Contract as its Contract Administrative Agent for all contract management services relating to this Agreement, including payment. Accordingly, if so directed, Vendor shall submit all invoices to the designated PPM, and Vendor shall be paid by the PPM directly. If this Contract covers multiple properties, Vendor shall submit separate invoices to the PPM for each property.
13. INCORPORATION OF HUD FORM - HUD Table 5.1 Mandatory Contract Clauses for Small Purchases other than Construction, attached hereto as Attachment A, is incorporated by reference herein. as supplemented by simplified acquisition threshold (41 U.S.C. 403(11) *(non- construction contracts in excess of \$2000, but less than \$250,000)*)



ATTACHMENT A
HOUSING and URBAN DEVELOPMENT TABLE 5.1

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to 2 CFR Part 200 and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and Vendor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Vendor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Vendor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Vendor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Vendor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Vendor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Vendor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Vendor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (I) the Vendor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Vendor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

- (a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Vendor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Vendor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Vendor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
- (b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Vendor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Vendor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Vendor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Vendor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Vendor. In the event of termination for cause/default, the PHA shall be liable to the Vendor for reasonable costs incurred by the Vendor before the effective date of the termination. Any dispute shall be decided by the Contracting Office

**CHICAGO HOUSING AUTHORITY
ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. the Applicant
2. OR
3. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest:

OR

4. a specified legal entity with a right of control (see Section II.B.1.b.). State the legal name of the entity in which Disclosing Party holds a right of control:

Note: Legal entity is defined below in Section II A 1.

B. Business address of Disclosing Party:

C. Telephone: _____ **Fax:** _____ **Email:** _____

D. Name of contact person: _____

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of contract, transaction, or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

G. Litigation

1. Please indicate if the Disclosing Party or any Controlling Person (see Section II.B.1.b) of the Disclosing Party or any **family member** of the Disclosing Party has ever been involved with any pending, current or past litigation involving the CHA within the past five years. ***Family member** (as defined in the CHA Ethics Policy).

Yes No N/A

2. If there are any pending, current or past litigation within the past five years, please provide the following information:

Parties	Case Number	Brief Statement of the Nature of the Litigation
---------	-------------	---

3. Please indicate the amount of the Disclosing Party’s possible financial exposure from their open litigation matters.

H. Real Estate Ownership Disclosures

The Disclosing party must indicate by filling in the appropriate provision below and providing all required information that either:

1. The following is a complete list of all real estate owned by Disclosing Party in which the CHA has an ownership interest or financial interest:

OR:

2. The Disclosing Party owns no real estate in which CHA has an ownership or financial interest.

3. Please identify if the Disclosing Party is a party to an existing Section 8 Project Based Voucher Agreement and/or a Section 8 Housing Choice Voucher Agreement with any Public Housing Authority. If so, please list the address of the property, the type of Section 8 voucher agreement associated with each property and indicate the applicable housing authority.

I. Pending Business Transactions:

The Disclosing party must indicate whether they have ever discussed any business ventures/opportunities or entered into any business arrangements with any CHA Board Member or CHA official or employee.

J. Vendor Information (If the Party completing this EDS is Vendor supplying a Good or Service to CHA)

- 1. Vendor's name and title _____
- 2. Address _____
- 3. Brief background including but not limited to:
 - a. When was the business established? _____
 - b. Headquarters and/or primary office. _____
 - c. Years of experience in the area for which you are being awarded. _____
 - d. Current or experience and/or history with CHA. _____

SECTION II -- 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* |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation also a |
| <input type="checkbox"/> Limited partnership* | 501(c)(3))? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> 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. (i.e., President or CEO, Chief Operations Officer, Chief Financial Officer, etc.). 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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. 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 EDS on its own behalf. In addition, please submit an organization chart which shows the flow of ownership and the names and percentage interest of all persons/entities that own 7.5% of more.**

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. 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. **To illustrate this best, please submit an organization chart which shows the flow of ownership and the names and percentage interest of all persons/entities that own 7.5% of more.**

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	Percentage Interest in the Disclosing Party

(Add sheets if necessary)

SECTION III -- COMPLIANCE WITH CHA ETHICS POLICY

The CHA Ethics Policy imposes certain duties and obligations on persons or entities seeking CHA contracts, work, business, or transactions. The full text of CHA's Ethics Policy and a training program is available online at <http://www.thecha.org/doing-business/forms-and-documents> and may also be obtained from CHA 60 E. Van Buren St., 13th Floor, Chicago, Illinois, 60605.

By signing this EDS, the Disclosing Party certifies that it and its officers, agents and employees have not by action or omission, breached the CHA Ethics Policy or induced, caused to result in or caused a breach of CHA Ethics Policy by a CHA officer, contractor, agent or employee and will not do so.

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

On the next page, the Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, or consultant whom the Disclosing Party has retained or expects to retain in connection with the Matter and any other person who will be paid a fee for communicating with CHA employees or officials when such communications are intended to influence the issuance of a contract or lease, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees other than Lobbyists who are paid solely through the Disclosing Party's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the CHA whether disclosure is required or make the disclosure. (Add sheets if necessary)

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Substantial owners of business entities that contract with CHA must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

- Yes No No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

- Yes No

All of the Contractor's Substantial Owners who directly or indirectly owns 10% or more of the Contractor must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

B. CERTAIN OFFENSES INVOLVING CHA AND SISTER AGENCIES

1. Neither the Disclosing Party nor any Controlling Person (as defined below) of the Disclosing Party has ever been convicted, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony of any kind, including but not limited to a criminal offense of whatever degree, involving:
 - (a) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the CHA or of any Sister Agency (as defined below); or
 - (b) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the CHA or any Sister Agency; or
 - (c) conspiring to engage in any of the acts set forth in items (a) or (b) of this Section V.B.1
2. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party has made in any civil or criminal proceeding an admission of guilt of any of the conduct set forth in items (a) through (c), inclusive, of Section V.B.1 above, under circumstances where such admission of guilt is a matter of record but has not resulted in criminal prosecution for such conduct.
3. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party is charged with or indicted for any felony or criminal offense set forth in items (a) through (c), inclusive, of Section V.B.1 above.

As used in this Section V.B, "**Controlling Person**" means any person who (1) is an officer, director, limited liability company manager, managing member, partner, general partner or limited partner of any business entity; or (2) owns, directly or indirectly through one or more intermediate ownership entities, more than 7.5% of the ownership interest in any business entity; or (3) controls, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any business entity. 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 under this section, using substantially the same management, ownership or principals as the ineligible entity.

As used in this Section V.B., “**Sister Agency**” means (1) the Board of Education of the City of Chicago; (2) Chicago Park District; (3) Chicago Transit Authority; (4) the City of Chicago; (5) City Colleges of Chicago; or (6) the Public Building Commission of Chicago.

4. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party has been debarred as a result of a sustained Office of the Inspector General (OIG) investigation.
5. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party has been the subject of a sustained Office of the Inspector General (OIG) investigation.
6. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party has been removed as a tenant from any Public Housing Authority within the United States.

C. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - c. 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 offenses enumerated in clause C.1.b. of this Section V;
 - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the federal government, any state, or any other unit of local government.
2. The certifications in subparts 3, 4 and 5 of this Section V.C., concern:
 - the Disclosing Party;
 - any "**Applicable Party**" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
 - any "**Affiliated Entity**" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under

common control of another person or entity. 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 to do business with federal or state or local government, including CHA, using substantially the same management, ownership, or principals as the ineligible entity);
- with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;
 - any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "**Agents**").

3. Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:
 - a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the CHA, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
 - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. made an admission of such conduct described in a. or b. above that is a matter of record but have not been prosecuted for such conduct.
4. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) Sherman Anti-Trust Act and Clayton Act (15 U.S.C. §1 et seq.); or (2) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
5. Neither the Disclosing Party, Affiliated Entity or Applicable Party is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.
6. The Disclosing Party understands and shall comply with all the applicable rules and regulations of the Board of Commissioners of CHA now in effect or hereafter adopted by the Board.
7. If the Disclosing Party is unable to certify to any of the above statements in Parts V.B. (Certain Offenses).

Involving CHA and Sister Agencies or V.C. (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the abovestatements.

D. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part D, under the Municipal Code of Chicago (“CMC”) Section 2-32-455(b), the term **"financial institution"** means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in CMC Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the CMC.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the CMC. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the CMC. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the CHA.

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the CMC) is a predatory lender within the meaning of Chapter 2-32 of the CMC, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

E. CERTIFICATION REGARDING INTEREST IN CHA BUSINESS

Any words or terms that are defined in CHA Ethics Policy have the same meanings when used in this Part E.

1. To the best of your knowledge after diligent inquiry does any Board Member, official or employee of CHA have any type of interest not already addressed or contemplated in this EDS, in his or her own name or in the name of any other person or entity in the matter which is associated with this EDS.
 Yes No
2. Unless sold pursuant to a process of competitive bidding following public notice, no employee or Board member shall have a financial interest in the purchase of any property that belongs to the Board. Before participating in the competitive process, the employee or Board member shall disclose his financial interest.
 Does the Matter involve a CHA Property Sale?
 Yes No

If you checked "Yes" to Item E.1., provide the names and business addresses of the CHA officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

3. No employee or spouse of any employee, or entity in which an employee or his or her spouse has a financial interest, has applied for, solicited, accepted or received a loan of any amount from the Disclosing Party, any Applicable Party or any Affiliated Entity; provided, however, that nothing in this section prohibits application for, solicitation for, acceptance of or receipt of a loan from a financial lending institution, if the loan is negotiated at arm's length and is made at a market rate in the ordinary course of the lender's business.
 Yes No

4. If you checked "Yes" to Item E.3, provide the names and addresses of the CHA officials or employees who applied for, solicited, accepted or received such loan:

Name	Business Address	Amount of loan

5. The Disclosing Party further certifies that no prohibited financial or special interest in the Matter will be acquired by any CHA official or employee.

SECTION VI -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

A. The Disclosing Party understands and agrees that:

1. By completing and filing this EDS, the Disclosing Party acknowledges, on behalf of itself and the persons or entities named in this EDS, that the CHA may investigate the creditworthiness of and the information provided about some or all of the persons or entities named in this EDS.
2. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the CHA in connection with the Matter, whether procurement or other CHA action, and are material inducements to the CHA's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
3. If CHA determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and CHA may pursue any remedies under the contract or agreement (if not or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with CHA.
4. CHA may make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against CHA in connection with the public release of information contained in this EDS and also authorizes CHA to verify the accuracy of any information submitted in this EDS.
5. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the CHA takes action on the Matter. If the Matter is a contract or other agreement being entered into by the CHA's Board of Trustees, the Disclosing Party must also update this EDS as the contract or agreement requires.

B. The Disclosing Party represents and warrants that:

1. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information required by this Disclosure Affidavit. For purposes of the certifications in VI.B.2. and B.3., the term "**affiliate**" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. 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 to do business with the federal government or a state or local government, including CHA, using substantially the same management, ownership, or principals as the ineligible entity.
2. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to CHA or a Sister Agency (as defined in Section V,B). This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.
3. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in

connection with the Matter for the duration of time that such facility remains on the list.

- 4. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those contained in this Disclosure Affidavit and will not, without the prior written consent of the CHA, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in VI.B.2., B.3. or B.4. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the CHA.

_____ Date: _____
(Print or type name of Disclosing Party)

By: _____
(sign here)

(Print or type name of person signing)

(Print or type title of person signing)

State of _____

County of _____

Signed and sworn to before me on (date) _____, by _____.

(signature continues to next page)

_____ Notary Public.

Commission expires: _____

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/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:

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

LETTER OF INTENT M/W/DBE AND/OR SECTION 3 BUSINESS CONCERN
SUBCONTRACTORS, SUPPLIERS, CONSULTANTS
(TO BE COMPLETED BY SUBCONTRACTOR AND/OR SELF-PERFORMING PRIME CONTRACTOR)

M/W/DBE or SECTION 3 BUSINESS CONCERN NAME: _____

M/W/DBE Certification Status: MBE WBE DBE **Section 3 Business Concern:** YES NO

NOTE: Section 3 Business Concerns must show evidence of certification with the CHA Section 3 Resource Center, prior to contract award. **If yes, Section 3 Business Concern:**

- At least 51 percent owned and controlled by low-or very low-income persons
- The business is at least 51 percent owned and controlled by current public housing residents or who currently live in Section 8-assisted housing.
- Over 75 percent of the labor hours performed for the business over the prior three- month period are performed by Section 3 workers.

FEIN: _____ **ETHNICITY:** _____ **GENDER:** _____

BUSINESS ADDRESS: _____

CONTACT NAME/TITLE: _____

E-MAIL ADDRESS: _____ **IFB/RFP/CONTRACT OR PO #:** _____

PROJECT TITLE: _____ **DATE FORM COMPLETED:** _____

PRIME CONTRACTOR: _____
(NAME) (TELEPHONE NUMBER)

NOTE: M/W/DBE contractors must attach a Letter of Certification from one of the certifying agencies listed on the Schedule A - M/W/DBE Utilization Plan. Subcontractors cannot also be an employee of the Prime Contractor.

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

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

CHICAGO HOUSING AUTHORITY (CHA)
DEPARTMENT OF PROCUREMENT & CONTRACTS CONTRACT COMPLIANCE DIVISION

LETTER OF INTENT M/W/DBE AND/OR SECTION 3 BUSINESS CONCERN
SUBCONTRACTORS, SUPPLIERS, CONSULTANTS
(TO BE COMPLETED BY SUBCONTRACTOR AND/OR SELF-PERFORMING PRIME CONTRACTOR)

2. List commodities/services to be provided for the above-referenced contract:

3. Indicate the total dollar value: \$ _____

4. Does the subcontractor have any business interests related to the Prime? Yes NO

PLEASE NOTE:

SUBSTITUTION/REMOVAL OF SUBCONTRACTOR: A prime contractor that needs to remove or substitute a subcontractor on its approved utilization plan must submit a written request for the removal or substitution of the subcontractor concerned. Only when DPC Compliance approves such a request in writing can the removal or substitution of the subcontractor be done by the prime contractor. Under no circumstance should a prime contractor unilaterally remove or substitute a subcontractor on its CHA/HUD funded contract without prior approval by DPC Compliance.

AFFIDAVIT

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

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

(NAME OF SUBCONTRACTOR/SUPPLIER - PRINT OR TYPE)

(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT)

(DATE)

(NAME OF NOTARY - PRINT OR TYPE)

STATE OF _____ COUNTY OF _____ ON THIS _____ DAY

OF _____ 20____ BEFORE ME APPEARED (NAME) _____

to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by _____ to execute the affidavit and did so as his or her free act and deed.

NOTARY PUBLIC: _____

(SEAL):

COMMISSION EXPIRES: _____