



November 29, 2017

Attn: Carl Tally
Phoenix Enterprises
PO Box 6848
Chicago, IL 60680

John T. Hooker
Chairperson

**Subject: Notice of Award
IFB Event 2343 – CHA Wide Annual Elevator Inspections**

Matthew Brewer
Craig Chico
Mark Cozzi
Dr. Mildred Harris
Meghan Harte
John G. Markowski
Cristina Matos
Francine Washington
Board of Commissioners

Dear Mr. Tally:

Congratulations! The Chicago Housing Authority ("CHA") has determined your response to be the most responsive and responsible submittal for the above referenced Invitation for Bid.

The CHA hereby requests that your firm proceed in obtaining a Certificate of Insurance, naming the CHA as an additional insured and the certificate holder as required in the solicitation. All insurance certificates shall be sent to:

Anna Epps, Procurement Specialist
Department of Procurement and Contract
60 E. Van Buren, 13th Floor
Chicago, IL 60605

Eugene Jones, Jr.
Chief Executive Officer

Should you have any questions, please contact Anna Epps at 312-786-3420 or aepps@thecha.org

Sincerely,

Dionna Brookens
Chief Procurement Officer
Department of Procurement and Contracts

cc: Leonard Langston
Property Office
Procurement File



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Eugene Jones, Jr.
Chief Executive Officer

RE: NOTICE TO PROCEED
Contract No. 12135 between Phoenix Enterprises and The Chicago Housing Authority ("CHA) for CHA Wide Elevator Inspections

Dear Mr. Tally:

Pursuant to the terms of the above referenced contract, you are notified to commence work at the start of business on:

November 29, 2017

The completion date for all work under this contract is:

November 28, 2021

All certificates have been received and approved by the Authority. Please reference CHA's contract number on all correspondence, including invoices. A purchase order will be sent to you following this letter.

Should you have any questions, please contact Anna Epps, Procurement Specialist, at 312-786-3420, or aepps@thecha.org.

Sincerely,

Dionna Brookens
Chief Procurement Officer
Department of Procurement and Contracts

Enclosure

cc: Leonard Langston
Property Office
Procurement File



INVITATION FOR BID ("IFB")

The Chicago Housing Authority (hereinafter "the CHA" or "the Authority") invites Bidders to submit sealed bids for the below described event.

IFB EVENT# 2343 (2017)

CHA WIDE ANNUAL ELEVATOR INSPECTIONS

Eugene Jones, CEO
Chicago Housing Authority
Department of Procurement and Contracts
60 East Van Buren Street, 13th Floor
Chicago, Illinois 60605
www.thecha.org

RELEASE DATE: Wednesday, September 27, 2017

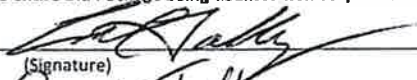
BID OPEN DATE AND TIME: Thursday, October 12, 2017 at 11:00AM (CST)

Vendor Name: Phoenix Enterprises
Contact Name: Carl Talley
Address: 5020 S. Lake Shore Drive # N3207
City/State/Zip: Chicago, IL 60615
Phone Number: 800-609-4219
Email Address: thickvertical@hotmail.com

Year 1 – Aggregate Total Price	\$ <u>26,837⁷³</u>	.00
Year 2 – Aggregate Total Price	\$ <u>28,179⁰⁸</u>	.00
Year 3 – Aggregate Total Price	\$ <u>29,024¹⁰</u>	.00
Year 4 – Aggregate Total Price	\$ <u>29,603⁶¹</u>	.00
FIRM FIXED TOTAL	\$ <u>113,644⁵²</u>	.00

Firm fixed price in whole dollars only

Bidder shall complete all Pages and submit ONE (1) Original and ONE (1) Copy. EACH SUBMITTED BF/1 MUST BEAR AN ORIGINAL SIGNATURE. Failure to sign BF/1 shall result in the entire Bid Package being deemed non-responsive.


(Signature)
Carl Talley
(Print Name)

Phoenix Enterprises
(Contractor's Name)
Owner
(Title)
10/15/2017
(Date)



ADDENDUM NUMBER 1

**October 3, 2017
Invitation for Bid ("IFB")
CHA Wide Elevator Inspections
Event Number 2343
Bid Due Date: October 12, 2017 at 11:00 A.M. CST
Chicago Housing Authority
Department of Procurement and Contracts
60 East Van Buren, 13th Floor
Chicago, IL 60605**

Receipt of this Addendum is to be acknowledged by the Contractor by signing, dating and submitting with the Bid. Failure to do so may render the Bid non-responsive.

The following revisions, clarifications, additions and/or deletions are included in this Addendum to Event No. 2343 and are to be fully incorporated into Bidder's Bid therein.

Bidder acknowledges receipt of Addendum:  10/15/2017
Bidder's Signature Date

ITEM NUMBER 1: Pre-Bid Date Change

Currently Reads: Pre-Bid Date and Time: Thursday, October 5, 2017 11:00 AM

Change To: Pre-Bid Date and Time: Tuesday, October 10, 2017 11:00 AM

ITEM NUMBER 2: Questions Due Date Change

Currently Reads: Questions Due: Friday, October 6, 2017 12:00 PM

Change To: Questions Due: Wednesday, October 11, 2017 12:00 PM

ITEM NUMBER 3: Bid Opening Date Change:

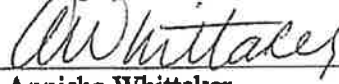
Currently Reads: Bid Opening Date and Time: Thursday, October 12, 2017 11:00 AM

Change To: Bid Opening Date and Time: Monday, October 16, 2017 11:00 AM

******* END OF ADDENDUM NO. 1*******



Chicago Housing Authority

A handwritten signature in dark ink, appearing to read "A Whittaker", is written over a horizontal line.

Annisha Whittaker

Procurement & Compliance Manager

**CHICAGO HOUSING AUTHORITY
EVENT NO. 2343 (2017)
CHA WIDE ANNUAL ELEVATOR INSPECTIONS**

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PART I - BIDDER'S GENERAL INFORMATION

1. **BIDDER CONTACT WITH THE CHA:** The Procurement Specialist identified below is the *sole point of contact* regarding this solicitation from the date of issuance until selection of the successful Bidder. CHA contact information:

Anna Epps, Procurement Specialist
Chicago Housing Authority
60 East Van Buren Street, 13th Floor
Chicago, Illinois 60609
Fax (312) 786-3420
Email: aepps@thecha.org

2. **Questions may be submitted through CHA Supplier Portal or in writing to the Procurement Specialist as shown below by no later than 12:00 P.M. (CST) on Friday, October 6, 2017.** Questions received concerning this solicitation after the deadline shown above will likely be unanswered. The Authority reserves the right, at its sole discretion, to respond to questions received after the deadline.
3. **ELECTRONIC FILES FOR DRAWINGS AND TECHNICAL SPECIFICATIONS:** Please be advised that the Chicago Housing Authority is NOT distributing printed plans or specifications with this solicitation. The Bid Solicitation, Technical Specifications and Drawings are available on the CHA's Supplier Portal Website at <https://supplier.thecha.org>.
4. **PRE-BID MEETING** Date, Time, and Location: **Thursday, October 5, 2017** at 11:00 A.M., Chicago Housing Authority, 13th Floor Bid Bond Room, 60 East Van Buren Street, Chicago, IL 60605. *CHA strongly encourages all interested firms to attend the pre-bid meeting. Real-time online viewing is available. To view the Pre-Bid Meeting online visit <https://livestream.com/accounts/13907077>.*

5. **SITE VISIT:** Monday, October 2 – Tuesday, October 3, 2017 from 9 A.M. – 5:00 P.M. CST. Please sign in at locations (See attached contact list).

A site visit is **strongly suggested** prior to submitting a bid. The contractor shall verify all conditions and dimensions and be responsible for their work conforming to existing conditions. No allowance shall be made subsequently on behalf of the Contractor for any error or negligence on part of the Contractor. Any difference found shall be submitted to the CHA for review and considerations before proceeding with the work.

6. **BID OPENING** Date and Time: **Thursday, October 12, 2017 at 11:00 A.M., CST**
7. **ELECTRONIC SUBMISSION:** Sealed bids may be submitted electronically via the CHA Supplier Portal at: <https://supplier.thecha.org>. Electronic bid submissions only require one submittal. Each Submittal section of the electronic bid shall be labeled and separated into a different file as described in Section II. Instructions for Bidders. **FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED**

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

8. **MANUAL SUBMISSION** must be submitted by paper in a sealed envelope or package and delivered by certified mail or hand-delivered. Refer to the following section II - Bid Submittal for the required number of copies. Manual Submissions must be received and time stamped no later than the date and time listed in the solicitation. The outside of the envelope must clearly indicate the Respondent name and address, name of the project, the time and date specified for receipt.
9. **ADDENDA:** Any interpretations, corrections, or changes to the solicitation will be made by addenda issued by the CHA. Any addenda that are issued will be provided to prospective Bidders, and posted on the CHA's website at: www.thecha.org. It is the responsibility of the Bidder to inquire of the issuance of any addenda. Respondents shall acknowledge receipt of all addenda in the Invitation for Bid document. If the CHA determines this solicitation should be modified, it will inform all prospective Bidders by distributing addendum/addenda to this solicitation before the date set for receipt of bids. The CHA reserves the right to issue Addenda to correct, modify and amend this Invitation for Bid. Bidders shall acknowledge receipt of all Addenda.

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PART II – PROJECT SCOPE OF WORK

GENERAL DESCRIPTION OF SCOPE OF WORK:

Contractor shall provide the necessary tools, equipment, labor, material, delivery, installation, transportation, permits, and warranties needed to annually inspect, evaluate and consult regarding the conveyance devices (elevators, escalators, dumbwaiters, moving walks, material lifts, wheelchair lifts, stairway chairlifts and related equipment) in various CHA properties. The breakdown of the work to be completed shall consist of, but not be limited to the following:

The scope of work for the conveyance devices identified includes but is not limited to:

- It shall be the duty of the Authorized Technician (AT) responsible for annually inspecting any CHA conveyance device under the City of Chicago's Annual Inspection (AIC) program to comply with all instructions for Authorized Technicians posted on the City of Chicago Department of Building's website or set forth in forms required to be submitted by the Authorized Technician in connection with the Authorized Technician's statement and certification;
- To inspect CHA's conveyance devices in accordance with the requirements set forth in the Municipal Code of Chicago at the time such conveyance device was installed or modernized;
- To conduct any inspection of CHA conveyance devices in accordance with the standards required for "periodic inspections" as set forth in Table N-1 of ASME A17.1-2007/CSA B44-07, Safety Code for Elevators and Escalators. Provided, however, that witnessing of periodic tests is not required.
- If a periodic test is not witnessed, the AT shall: (i) verify that any required periodic test was performed; and (ii) shall verify for each applicable category set forth in Table N-1 whether the applicable ASME requirement has been met.
- To completely, accurately and truthfully report the results of each inspection:
 - Such report shall certify whether such conveyance device is in compliance with the requirements of the Code, and
 - Shall be submitted to the City of Chicago Department of Buildings using their on-line form.
- Abide by the Code of Professional Conduct set forth in Article VI of these rules.
- If it is determined that a CHA conveyance device is dangerous, hazardous or unsafe for use by any person, it shall be the duty of the AT: (1) to immediately call the City of Chicago's non-emergency number, 311, to report such dangerous, hazardous or unsafe device as an "emergency" situation; (2) to directly contact the Elevator Bureau of the Department of Buildings to report such dangerous, hazardous or unsafe device as an "emergency" situation; (3) to notify in writing the AT's employer, the CHA, the Property Manager and any other applicable client that such conveyance device is dangerous, hazardous or unsafe for use by any person and that all operation of such device must cease immediately; (4) To post a temporary written notice on the doors of the device and the device's electrical power disconnected as applicable.
- To immediately notify the commissioner, as required under Section 13-20-110, if any certificate of compliance issued under Section 13-20-110 for such equipment has been altered, defaced, modified or duplicated in any way.
- To request a hearing, in writing, to dispute the results of any failed audits done by the City of Chicago.
- If necessary, consult with CHA's elevator repair/maintenance provider for repairs resulting from inspection.
- To re-inspect elevators upon completion of recommended repairs by CHA's elevator repair/maintenance provider.

GENERAL REQUIREMENTS:

- Bidder must be authorized to participate in the City of Chicago's Annual Inspection (AIC) program.
 - Must hold a valid Elevator Inspector License and either be employed by a duly licensed Elevator Inspection Company listed on the City of Chicago Department of Buildings website, or be the sole proprietor of a duly licensed Elevator Inspection Company listed on the City of Chicago Department of Buildings website
 - Must hold a valid City of Chicago Business License Certificate
- Bidder cannot be an Elevator Mechanic Contractor of the CHA, nor can the bidder be affiliated with any Elevator Mechanic Contractor of the CHA during the term of the impending contract or service agreement resulting from this solicitation.
- **Site Visit:** Bidders or Authorized Technicians (AT) are strongly encouraged to visit all of the locations shown in Article VIII and to verify information in the field prior to submitting a bid. AT must sign-in at the site. The AT shall verify all conditions and dimensions and be responsible for their work conforming to existing conditions. Any difference found shall be submitted to the Chicago Housing Authority's Property Manager for review and considerations before proceeding with the work.

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PART III - INSTRUCTIONS FOR BIDDERS

1. BID SUBMITTAL REQUIREMENTS:

The Bid Submittal must include the following documents:

- A. These Pages and other documents in the following form:
- i. **Enter his/her firm's name** in the space provided on Page 1 of this IFB; and
 - ii. **Submit ONE (1) original and ONE (1) copy**, of the "Bid Submittal" form comprising all pages (including the Bidder's completed BF pages for Sections VII and VIII). PLEASE NOTE: Each Page **within both copies** shall bear an original (not photocopied) signature; and
 - iii. **Submit ONE (1) ORIGINAL** of all required M/W/DBE and Section 3 documents; and
 - iv. **Submit ONE (1) ORIGINAL** of all other required bid documents; and
 - v. Acknowledge receipt of any Addenda issued.

Failure to submit the documentation set forth above in Section II(A)(i)-(v) may result in the bid package being deemed non-responsive and therefore ineligible for award.

- B. **BUSINESS LICENSE and PERMIT:** The successful bidder(s) shall obtain and pay all permits (if applicable), certificates, and licenses required and necessary for the performance of the work specified herein. Furthermore, they shall post all notices required by law, and shall comply with all laws, ordinances, and regulations which may affect their performance.
- C. **Elevator Inspector License:** In addition to all other applicable licenses and certifications, the contractor is required to submit with its bid a copy of bidder's current valid Elevator Inspector License issued by the Department of Buildings of the City of Chicago, when applicable. The absence of the required license shall cause a bid to be deemed non-responsive and therefore ineligible for award. Any Contractor that does not have a currently valid license from the City of Chicago shall also be deemed non-responsible. Applications are NOT accepted.
- D. **BIDDER PROFILE INFORMATION:** Each individual bid must be accompanied by a summary of the Contractor's qualifications to complete the work described in the Bid Package, which summary shall include, at a minimum, the following documents:
- i. the resumes of the Contractor's Project Team (including the superintendent, project manager, and project accountant, or equivalent); and
 - ii. a list of all the Contractor's subcontractors; and
 - iii. a list of the Project Team of the Contractor's subcontractors;
 - iv. a detailed description of not less than three (3) jobs completed by the Contractor in the last five (5) calendar years of a substantially similar size and scope and requiring substantially similar work and level of responsibility, together with the contact information of the owner's representative for each of these jobs (including name, company name, address, telephone number, fax number, and e-mail address); and
 - v. the same information described in Paragraph (D)iv above for at least one (1) job performed by each primary subcontractor in the last five (5) calendar years.

Failure to submit the documentation set forth above in Section II(D)(i)-(v) may result in the bid package being deemed non-responsive and therefore ineligible for award. The CHA may also, based upon the Bidder's submittals, find that there exists insufficient information to clearly determine whether a Bidder and/or its subcontractor(s) possess the ability to perform successfully under the terms and conditions of the Contract Documents. The CHA may then determine the bid package is ineligible for award on the basis of insufficient evidence regarding responsibility.

- E. **FINANCIAL STATEMENT:** The Respondent/Financially Responsible Party shall demonstrate its financial responsibility by submitting the most recent two years of audited, reviewed or compiled financial statements prepared by a third party licensed Certified Public Accountant (CPA). Listed below are the minimum acceptable required documents based upon the amount of the procurement:

For Procurements of Less Than \$2.5 Million: The Respondent must provide **Compiled** Financial Statements which consist of:

- o Accountant's Report

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- Balance Sheet (last 2 years)
- Income Statement (last 2 years)
- Cash Flow Statement (last 2 years)
- Financial Statement Footnotes (if applicable)

Compiled financial statements represent the **most basic level of financial statements** prepared by a licensed certified public accountant. In a compilation, the certified public accountant assists management in presenting financial information in the form of financial statements and **does not provide any assurance** that there are no material modifications that should be made to the financial statements. The certified public accountant does not perform inquiry, analytical procedures or other procedures that would be performed in a review, or obtain the understanding of the entity's internal control, assess fraud risk or test accounting records as would be performed in an audit.

For Procurements of \$2.5 Million to \$10 Million: The Respondent must provide **Reviewed** Financial Statements which consist of:

- Accountant's Report
- Balance Sheet (last 2 years)
- Income Statement (last 2 years)
- Cash Flow Statement (last 2 years)
- Financial Statement Footnotes

Reviewed financial statements provide the user with comfort that the certified public accountant is not aware of any material modification that should be made to the financial statements for the statements to be in conformity with the applicable financial reporting framework. A review involves the certified public accountant performing analytical procedures and inquiries that will provide a reasonable basis for obtaining **limited assurance** that there are no material modifications required to the financial statements. A review does not require the certified public accountant to obtain the understanding of the entity's internal control, assess fraud risk or test accounting records as would be performed in an audit.

For Procurements of Greater Than \$10 Million: The Respondent must provide **Audited** Financial Statements which consist of:

- Auditor's Report
- Balance Sheet (last 2 years)
- Income Statement (last 2 years)
- Cash Flow Statement (last 2 years)
- Financial Statement Footnotes

Audited financial statements provide the user with the **certified public accountant's opinion letter that the financial statements are presented accurately**, in all material respects, in conformity with accounting standards. The auditor is required to obtain an understanding of the entity's internal control, assess fraud risk, perform analytical procedures and test accounting records.

CHA will also evaluate the respondents based upon analysis of third party reporting agencies, regulatory agencies, bureaus, etc., as it deems necessary to determine the financial adequacy of the respondent entity and confirm that the entity is in good financial standing with governmental agencies.

Other considerations in the evaluation of the financial condition of respondents follow:

- Financial statements must be from a legal business entity (i.e. corporation, partnership, LLC, etc.).

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- Newly created entities (partnerships, LLC's, etc.) must provide financial statements from the entity's general partner and/or any other financially responsible entity that collectively can demonstrate the capability to complete the contract.
 - Internally prepared business entity financial reports generated by the respondent will not be accepted.
 - Personal financial statements or tax returns will not be accepted.
 - The CHA reserves the right to request additional information to complete the financial evaluation and review of any respondents.
- F. **FINAL COMPLETION FOR ALL WORK:** 2017 inspections are due within sixty (60) calendar days from the commencement date set forth in the Notice to Proceed. The remaining inspections will be conducted annually per the guideline through December 2020. The Contractor acknowledges and agrees that the final completion requirements set forth herein are minimum completion requirements that must be satisfied under the contract with the CHA.
- G. **SUMMARY PROJECT SCHEDULE:** In evaluating this IFB, the CHA will determine the responsibility of each bidder and whether a particular bidder can complete the Work in the shortest time frame, which time frame shall not exceed the Final Completion Date for the Work as set forth in this IFB and in the Contract Documents.

2. BID PREPARATION AND WITHDRAWAL OF BIDS BEFORE BID OPENING

- A. **PREPARATION OF BIDS – Services:**
- i. Bidders must make their own estimates of the facilities and difficulties attending the execution of the proposed contract;
 - ii. **CHA FORMS and DOWNLOAD:** Bids must be submitted on the forms furnished by the CHA or on copies of those forms, and **must be manually signed**. The person signing a bid must initial each erasure or change appearing on any bid form. To facilitate the solicitation process, many of the standard CHA documents are now available for download at: http://www.thecha.org/pages/forms_documents/66.php;
 - iii. The bid forms may require Bidders to submit bid prices for one (1) or more items on various bases, including lump sum bid, alternate prices, unit prices, change order pricing, or any combination thereof;
 - iv. If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, Bidders should insert the words "no bid" in the space provided for any item on which no price is submitted; and
 - v. Alternate bids will not be considered
 - vi. Product substitutions will not be considered unless this solicitation authorizes the submission. Bidders are responsible for providing bids for products that fully meet the required specifications. Bidders may bid the referenced manufacturers OR EQUAL. Nevertheless, bidders **MUST** bid what the specifications require. The Architect of Record or Property Manager will only consider substitution requests after the award from the selected General Contractor.
- B. **WITHDRAWAL OF BIDS:** No bid shall be withdrawn for a period of **one hundred eighty (180) calendar days** after the opening of bids without the consent of the CHA.
- C. **TAX:** This bid shall **not** include charges for the Illinois Retailers' Occupational Tax (so called "Sales Tax") on direct sales to the CHA or on any material incorporated into or becoming part of the work; federal excise taxes; or federal transportation taxes. The CHA will provide all contract awardees with a tax Exemption Certificate.
- D. **WARRANTY:** The Contractor warrants to the CHA that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects. All work not so conforming to these standards may be considered defective.
- E. **FALSE STATEMENTS IN BIDS:** Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.
- F. **REQUESTS FOR INFORMATION:** Bidders shall only communicate with the CHA's Department of Procurement and Contracts regarding this IFB and the bid to be submitted in response to this IFB. These questions will be answered if applicable, to all potential Bidders, in the form of an addendum to the IFB, if the CHA determines that a revision to the IFB is warranted. All technical questions and Requests for Information (RFIs) regarding this Contract must be submitted in writing by **fax or email**. Telephonic, oral, or any other means of communication of relaying questions shall not be

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answered. If an answer is inadvertently or otherwise provided to a question other than as specified in this section, it is expressly understood that the answer is not binding in any way on the Authority.

Please include in the body of your email or fax the following information in the order shown:

- 1) Subject of Question
- 2) Drawing/Sheet Number
- 3) Specification Section / Page Number
- 4) Information Requested
- 5) Suggestion

3. BID OPENING AND REVIEW OF BIDS

- A. BID OPENING:** No bids will be accepted after the fixed date and time for the opening of bids, at which time all bids received will be publicly opened and read aloud. Failure to submit bid documents in the required quantity and properly executed may result in the bid being deemed non-responsive and rejected by the CHA for further consideration.
- b. PRE-AWARD MEETING:** The CHA reserves the right to conduct a Pre-Award Meeting with the Bidder(s) prior to making an award to determine if the Bidder(s) is(are) a responsible party(ies) as described and required by applicable law. This Pre-Award Meeting may include, but shall not be limited to:
- i. a review of the Bidder's capacity to perform the terms and conditions of the contract;
 - ii. a review of the Bidder's understanding of the Scope of Work, and confirmation of inclusion of the entire Scope of Work in its Division Costs;
 - iii. a discussion (and demonstration, if requested) of the Bidder's expertise in reading and interpreting the drawings and technical specifications included with this solicitation;
 - iv. further breakdown of the Division Costs;
 - v. past performance on other CHA and State/local government agencies' contracts;
 - vi. current employee depth and capabilities;
 - vii. financial records and resources/capabilities;
 - viii. a visit to examine the Bidder's facilities and on-hand equipment; and
 - ix. any other area or aspect of the Bidder's integrity, operations and/or capability that will assist the CHA in making a determination of responsibility.

4. AWARD: Contract Award – Sealed Bidding – Non-Construction

- A.** The CHA will evaluate bids in response to this solicitation without discussions, and will award a contract to the responsible Bidder whose bid, responsive and conforming to the solicitation, will be most advantageous to the CHA, considering the Lump Sum Base Bid Total and the price-related factors specified elsewhere in the solicitation.
- B.** The CHA may waive informalities or minor irregularities in bids received.
- C.** The CHA may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.
- D.** The CHA may reject a bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices, which are significantly overstated in relation to cost for other work. In addition, if there is a reasonable doubt that the bid will result in the lowest overall cost to the CHA even though it may be the low evaluated bid, or it is so unbalanced as to be tantamount to allowing an advance payment.
- E.** **The CHA reserves the right to reject any and all bids, or to reissue or withdraw this Invitation for Bid in the event that competition is deemed inadequate or that it is otherwise deemed to be in the best interest of the CHA. In such instances, the CHA reserves the right to seek procurement by means of non-competitive negotiation.**
- F.** No Awards may be made to a contractor or firm that is on the list of contractor's ineligible to receive awards from the Authority or the United States, as furnished by HUD.
- G.** The Bidder to whom the award is made will be notified as soon as practicable after the Authority approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.

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- H. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Chicago Housing Authority with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
- I. Upon award of Contract, the Authority will process the Contract for final execution.
- J. **NOTICE TO PROCEED:** Following execution of the Contract and the Contractor's delivery of all information and documents required by the Contract Documents and otherwise reasonably required by the CHA's Department of Procurement and Contracts, a Notice to Proceed (NTP) will be issued to the Contractor, which will set forth the date(s) for the official commencement of the Work described in this IFB and in the Contract Documents. Upon issuance of the NTP, the CHA will make the Project location(s) available to the Contractor for the start of the required Work.

5. TYPE OF CONTRACT(S) AND CONTRACT REQUIREMENTS

- A. **TYPE OF CONTRACT(S):** In selecting the lowest responsive and responsible bidder(s), the CHA will examine which bidder(s) offers the lowest responsive and responsible Lump Sum Base Bid Total among other criteria. The CHA anticipates awarding a **single Firm Fixed Price contract** under this solicitation based on the **Lump Sum Base Bid Total**.
- B. **TIME FOR PERFORMANCE:** A Notice to Proceed will be issued by The Chicago Housing Authority subsequent to contract execution.
- C. **MINIMUM WAGE REQUIREMENT:** Any award under this solicitation shall be submit to the Chicago Housing Authority's Minimum Wage Requirement of Thirteen Dollars per hour (\$13.00/hr.), which shall be specifically incorporated as a contractual requirement in the award and agreement resulting from this solicitation for any of the Selected Respondent's covered employees. The Respondent must take the Minimum Wage Requirement into consideration in determining its fees for services to be performed or provided by Respondent under its fee proposal and other submittals. Notwithstanding the foregoing, Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) shall preempt any conflicting State prevailing wage rate or the Minimum Wage Requirement when the State prevailing wage rate or the Minimum Wage Requirement is higher than the Federally-imposed wage rate (24 CFR 965.101).
- D. **DISCLOSURE CERTIFICATION:** The Contractor shall be required to make the following certification, which is included in the Contractors' Affidavit, a required submittal to be executed and notarized. The Contractor certifies to the best of its knowledge and belief that its principles and any subcontractors used in the performance of this contract meet the Agency requirements and have not violated any City or sister agency policy, codes, State, Federal, or local laws, rules or regulations. In addition, the contractor has not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Agency.
- E. **CERTIFICATE OF INSURANCE REQUIREMENTS (Refer to Attachment B):** Before commencing work, the Contractor and each Subcontractor shall furnish the Chicago Housing Authority with certificates of insurance showing the required insurance is in force and will insure all operations under the Contract. See attachment B for details on the required types and levels of insurance coverage.

In addition to any other provisions of this Contract or at law, the Contractor may immediately, and without notice, have all compensation withheld or suspended, be suspended from providing further Work, or be terminated for cause from this Contract for any lapse in coverage or material change in coverage pursuant to the requirements, for failure to furnish the CHA with a timely certificate or renewal of certificate, or for making an incorrect or a false representation with regard to provision of the insurance specified in attachment B.

6. CONTRACT COMPLIANCE REQUIREMENTS

- A. **ONLINE CONTRACT COMPLIANCE SYSTEM:** The CHA maintains an online contract compliance system which provides various work-flow automation features to improve reporting processes. The online contract compliance system will be used to monitor contract compliance, and the contractor and its subcontractors shall be required to use the secure web-

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based system to submit all information related to compliance. Prior to commencing work, the CHA will provide the contractor access to its online contract compliance system.

Accordingly, the contractor expressly agrees that it, and its subcontractors, shall provide the required compliance data to the CHA via its electronic system available at <https://cha.diversitycompliance.com/>. The Contractor acknowledges that it and its subcontractors are responsible for responding by any noted response dates or due dates to any instructions or requests for information, and checking the electronic system on a regular basis to manage contact information and Contract records. The Contractor also acknowledges that it is responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current. The Contractor shall flow down this provision to subcontractors at every tier.

B. SECTION 3 – COMPLIANCE REQUIREMENTS (Refer to Attachment C):

1. Contractors and their subcontractors may demonstrate compliance by committing to employ Section 3 residents and by subcontracting with Section 3 Business Concerns in accordance with the requirements of 24 CFR Part 135.

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

- a) 51 percent or more owned by section 3 residents; or
 - b) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the Business Concern were section 3 residents; or
 - c) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to Business Concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 Business Concern."
2. Contractor and sub-contractors may demonstrate compliance with the requirements for contracting with Section 3 Business Concerns by committing to award to Section 3 Business Concerns at least 10 percent of the total dollar amount of the contract awarded to the contractor for building trades work for maintenance, repair modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction and at least 3 percent of the total dollar amount of all other Section 3 covered contracts.
 3. In evaluating compliance with 24 CFR Part 135, contractors and their subcontractors have the burden of demonstrating to the greatest extent feasible their ability or inability to meet the goals set forth in 24 CFR Part 135 for providing training, employment and contracting opportunities to section 3 residents and section 3 Business Concerns.
 4. Contractors and their subcontractors are also encouraged to provide other economic opportunities to train and employ section 3 residents including, but not limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies, and hiring section 3 residents in part-time positions (24 CFR 135.40).

Documenting and Reporting

- a) Contractor agrees to comply with the above Section 3 requirements in accordance with the Contractor's Section 3 Utilization Plan, which shall be prepared by the Contractor and agreed to by CHA. CHA shall not be required to agree to the Contractor's Utilization Plan until the Contractor meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA's Section 3 Policy www.thecha.org or the copy included in the solicitation) as may be required. Contractor's Section 3 Utilization Plan as attached to this IFB is incorporated into the contract by this reference herein.
- b) The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's Section 3 requirements to the CHA via CHA's electronic system available at <https://cha.diversitycompliance.com/>. The Contractor and its subcontractors shall be responsible for responding

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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 contact information and contract records. The Contractor 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.

- c) A Prime Contractor must utilize CHA's hiring system in order to fill any open Section 3 positions. The hiring system will automatically filter applicants to the Prime Contractor in order of preference, per HUD and this policy. The Prime Contractor, and any Subcontractors with a Section 3 hiring commitment, must complete their job posting through CHA's online hiring system. All new hires will be tracked through CHA's online hiring system and all new hires must be secured using this online system, which is used to assist the CHA to connect qualified applicants with Prime Contractors and Subcontractors.

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

SECTION 3 REQUIREMENTS (Clarification)

Section 3 has two minimum requirements that must be reflected in response to this IFB. Respondents cannot choose between the two and receive full points under the evaluation criteria. First, 30% of the new hires required for the project must be Section 3 residents. The term "Section 3 resident" is defined as (1) a public housing resident or (2) a low-income or very low-income person who resides in the metropolitan area. Second, 3% of the contract value must be subcontracted to Section 3 Business Concerns. A Section 3 Business Concern is a business: (1) that is 51% or more owned by Section 3 residents; or (2) whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within 3 years of the date of first employment with the Business Concern were Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to Business Concerns that meet the qualifications set forth in (1) and (2).

If a Respondent has no plans or need to hire or subcontract, or can demonstrate that it is unable to hire or subcontract to fully meet the minimum requirements set forth above, the Respondent may offer other economic opportunities that directly benefit Section 3 residents or Section 3 Business Concerns (such as internships, mentor-protégé programs, contribution to the Section 3 Fund, etc.). To offer other economic opportunities, a Respondent's submittal must detail why it has no plans or need to hire or subcontract, or detail all of the efforts the Respondent has undertaken to hire or subcontract (including the names of the Section 3 residents or Section 3 Business Concerns that were contacted and why they could not be utilized for the project). Detail must also be provided to describe the other economic opportunity being offered and how it will benefit Section 3 residents or Section 3 Business Concerns.

Respondents that fail to clearly set forth these minimum requirements risk losing points under the evaluation criteria. Therefore, Respondents are urged to submit any questions regarding Section 3 prior to the proposal due date.

COMPLIANCE REPORTING SYSTEMS

The Chicago Housing Authority (CHA) utilizes B2Gnow and LCPtracker in order to monitor the compliance requirements for the M/W/DBE, Davis-Bacon, and Section 3 policy requirements. CHA's Section 3 Job Opportunities website is also in place to assist Prime Contractors and Subcontractors with Section 3 hiring requirements.

B2Gnow, LCPtracker, and the Section 3 Job Opportunities website are accessible to **ALL** CHA Prime Contractors (as well as Subcontractors) and each contractor is required to utilize the secure web-based systems for electronic submission of information related to M/W/DBE, Davis-Bacon, and Section 3 compliance.

KEY FEATURES:

- Automated communication with contractors via email regarding compliance issues.
- Submission of contractors' utilization reports online with automated tracking of contract goals and participation, as well as verification of subcontractor payments through the B2Gnow System.

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- Certified Payroll Reporting online through LCPtracker eliminates paper reporting and streamlines the process for vendors and CHA staff.
- Section 3 Job Opportunities website automates the hiring process and is a required tool for Prime Contractors and Subcontractors to use for all new Section 3 hires.

Please know that the CHA remains committed to helping each contractor use this product and service. The following resources are available:

1. **Vendor Technical Assistance and Support**
 - Technical and/or training questions, please send an email to cha@diversitycompliance.com
 2. **Online, downloadable training aids**
 - On Line manual
 - Webinars
 - CHA's website provides multiple guides and manuals
- C. **M/W/DBE PROGRAM – COMPLIANCE (Refer to Attachment D):** For vendors wishing to receive credit towards the Chicago Housing Authority's M/W/DBE Program via direct or indirect participation, **one (1) current certification** from CHA-approved certifying agencies must be submitted with the bid for each contractor or subcontractor proposed to count towards the Chicago Housing Authority's M/W/DBE Program. The certifying agencies are as follows:

City of Chicago	State of Illinois Central Management Services (CMS)
Cook County	Small Business Administration (SBA)
Pace	Chicago Minority Business Development Council (CMBDC)
Metra	Illinois Department of Transportation (IDOT)
Chicago Transit Authority (CTA)	Women's Business Development Center (WBDC)

If the certification applicant is the Contractor and the awardee for this project, and the approved certification is not received when requested by the CHA, the Contractor must agree to submit a modified Utilization Plan that indicates that the required minority compliance has been sought and secured with other subcontractor(s). If the applicant is a subcontractor and does not receive approved certification, the Contractor must submit a modified Utilization Plan that indicates utilization of another minority vendor who meets the above stated certification requirements.

- D. **AVAILABILITY OF FUNDS:** The CHA's obligation under this contract is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the CHA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.
- J. **EQUAL EMPLOYMENT OPPORTUNITY**

- (a) In addition to the requirements contained in the HUD General Conditions for Non-Construction Contracts (HUD Form 5370C, the Contract or shall comply with Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and the regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, 111. Admin. Code Tit. 44 section 750 Appendix A as follows:

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

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In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor 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 contractor 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 contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor 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 contractor 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 contractor 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)

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7. CONTRACT DOCUMENTS AND CONTRACTOR'S AGREEMENT

I. CONTRACT DOCUMENTS

- A. **CONTRACT DOCUMENTS:** The Contract Documents, which form the Contract between parties (the "Contract"), include all written modifications, amendments and change orders to this Contract, all Invitation for Bid Form pages when accepted by the CHA, "Amendment(s) to Special Conditions", if any, the "General Conditions for Non-Construction Contracts – Public Housing Programs" (Form HUD-5370C)", and the "Instructions to Bidders for Contracts" (Form HUD-5369)", applicable wage rate determinations from either the U.S. Department of Labor or HUD, the Bid Bond, the Performance and Payment Bond or Bonds or other assurances of completion, the "Technical Specifications", and drawings, if any, Contractor's Affidavit or any other affidavits, certifications or representations the Contractor is required to execute under the Contract with the CHA, MBE/WBE/DBE and Section 3 Utilization Plans and Instructions to Contractors regarding Affirmative Action under Executive Orders 11246 and 11914, all inclusive (collectively referred to as the "Contract Documents"). In the event that any provision in one of the component parts of this contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated. The Contract Documents enumerated herein contain the entire Contract between the parties, and no representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by the CHA or the Bidder are a part of the contract unless expressly stated therein.

B. CONTRACTOR'S AGREEMENT AND CHANGE ORDERS SUBMITTAL

CONTRACTOR'S AGREEMENT: In conformance with the terms and conditions of the Contract Documents described in this Invitation for Bid (IFB), the undersigned Contractor, having familiarized him(her)self with local conditions, including building codes, site conditions and said Contract Documents, hereby proposes, offers, and agrees that if this bid is accepted within **one hundred eighty (180) calendar days** from the date of the bid opening identified on page BF/1 or by addenda, to do all things necessary to fully perform and satisfy all terms, conditions, and requirements of the Contract Documents for and at the price or prices indicated herein this Invitation For Bid.

The Contractor agrees to provide and perform all Work as shown and specified in the Scope of Work, Technical Specifications and Drawings included in this IFB for work at the address(es) listed on Page BF/1, in the manner provided in the Scope of Work, Technical Specifications and Drawings (if applicable), and to comply with the terms and conditions of all of the Contract Documents, and all applicable code requirements and to perform all Work in a manner consistent with all site conditions. The Contractor agrees that no claim for additional compensation will be made due to any subsequent increase in wage scales, material prices, taxes, insurance, cost indexes or any other factors affecting the construction industry. The Contractor agrees to complete and deliver the Project, as such term is defined in the Contract Documents, and the Work described in this IFB in conformance with the required Work Schedule and Final Completion Date(s) set forth in the Contract Documents, and to provide sufficient manpower and any second shift, premium time and overtime required to complete and deliver the Project by the Work Schedule and Final Completion Date(s), at no additional cost to the Chicago Housing Authority (hereinafter "the CHA" or "the Authority").

C. INVOICE INSTRUCTIONS SUBMITTAL:

ALL INVOICES MUST BE SUBMITTED DIRECTLY TO: Chicago Housing Authority Attn: Accounts Payable, 60 E. Van Buren, Chicago, IL 60605. Failure to follow this direction will result in delays in processing invoice payments. Contractor will be required to submit multiple invoices as services will be provided at various CHA residential properties and non-dwelling structures.

II. PROJECT SCHEDULE SUBMITTAL

- A. After award of the Contract and prior to commencement of Work, the Contractor will be required to prepare and submit a detailed (Work Schedule) in hard copy, The Contractor shall maintain the scheduled start and completion dates, as set forth in the Work Schedule, for the required Work, and will provide the CHA and its designated representative, as directed, a status update of the Work Schedule **FINAL COMPLETION DATE:** The Contractor agrees to complete and deliver the Project, as such term is defined in the Contract Documents, and the Work described in this IFB in conformance with the Project Schedule and Final Completion Date set forth in the Contract Documents. The Contractor also agrees to provide sufficient manpower, equipment and any overtime required to complete all required Work in or at the

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building(s). In additions, The Contractor agrees to comply with the completion date for the building(s) as set forth on the Project Schedule and to complete 100% of all Work within the Project boundary as set forth in the Contract Documents by the Final Completion Date, at no additional cost to the CHA. The Contractor agrees that for delivery of all Work under this contract, ***time is of the essence***.

The Contractor shall notify the CHA and its designated representative when each portion of the Work for this Project, as set forth on the Project Schedule, is complete. Additionally, thirty (30) days prior to completion, the Contractor shall inform the CHA in writing of its intent to be 100% complete regardless of whether such scope item was completed pursuant to the Work Schedule or not. The determination of whether each scope item was completed in compliance with the Project Schedule shall be made by the CHA and its designated representative and shall be based upon an inspection by the CHA and or its designated representative.

The CHA and or its designated representative, shall inspect the Work and create a final punch list for the Project no more than thirty (30) days prior to final completion of the Project, which, in no event, shall be later than the Final Completion Date for the Project. The CHA and its designated representative shall determine completion of all Work when the CHA and its designated representative have accepted 100% of all Work as complete, including all punch list items. **Warranties** for the Contractor's Work, including labor, materials and equipment described within the Contract Documents will begin on the date the Work has been accepted as 100% final and complete by the CHA and its designated representative.

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PART IV - ACKNOWLEDGEMENT OF BID DOCUMENTS AND INSTRUCTIONS: The Bidder acknowledges, by signing the contract documents listed below, that it has read, understands, has filled out where applicable, and accepts the terms of any documents listed below which are included in this solicitation. The Bidder shall execute and submit with its bid, and/or notarize documents the required Contract Documents, as indicated by the check mark below.

Required documents to be fully executed and submitted with Bid	Required Notarized documents	Contract Documents
√		Fee Form (Refer to Attachment A)
√		Invitation for Bid all Signed or Initialed pages
√		Business License
√		Elevator Inspector License
√		HUD: General Conditions for Non-Construction Contracts – Public Housing Programs (Form HUD-5370C);*
√		"Instructions to Bidders for Contracts" (Form HUD-5369)*
√		Certifications and Representations of Offerors (Form HUD-5369-C)*
√	√	Contractor's Affidavit* (Read CHA Ethics Policy)
√	√	(Schedule A) MBE/WBE/DBE Utilization Plan *
√	√	(Schedule B) Section 3 Utilization Plan*
√		(Schedule C) MWDBE and Section 3 Subs*
√		Statement of Bidder's Qualifications*
√		Subcontractor Information Submittal*
√		Certificate of Liability Insurance -Minimum Insurance Requirements
√		Contractor's Financial Statements
√		Equal Employment Opportunity Compliance Certificate*
		"General Wage Decision" (Davis-Bacon Act) Note: Davis-Bacon prevailing wage rates are subject to change, pursuant to 29 CFR Part 5
		Performance and Payment Bond or Bonds (upon award)
		Instructions to Contractors Regarding Affirmative Action Under Executive Orders 11246 and 11914, all inclusive
		For consideration: Waiver Request: M/W/DBE Participation Commitments

* These documents are available through the CHA's website, www.thecha.org

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PART V - DOCUMENT SUBMITTAL CHECKLIST

The following documents are required at the time of bid opening. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1. _____ Invitation for Bid (all pages)
2. _____ Bidder Acknowledges Receipt of Addenda, *if applicable*
3. _____ Business License
4. _____ Elevator Inspector License
5. _____ Summary of Contractor's Qualifications (Bidder Profile)
6. _____ Statement of Bidder's Qualifications
7. _____ Schedule A - MBE/WBE/DBE Utilization Plan
8. _____ Schedule B – Section 3 Utilization Plan
9. _____ Schedule C – Letter of Intent M/W/DBE and or Section 3 Business Concern Subcontractors, Suppliers, Consultants
10. _____ Contractor's Affidavit
11. _____ Subcontractor Information Submittal
12. _____ Equal Employment Opportunity Compliance Certificate
13. _____ HUD General Conditions for Non-Construction Contracts – Public Housing Programs (Form HUD-5370C)
14. _____ "Instructions to Bidders for Contracts" (Form HUD-5369)
15. _____ Certifications and Representations of Offerors (Form HUD-5369-C)
16. _____ Certificate of Liability Insurance-minimum insurance requirements

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PART VI - BID EXECUTION AND ACCEPTANCE FORM

Original

ALL BIDDERS MUST COMPLETE THE TOP SECTION OF THIS PAGE

By signing and submitting this Invitation for Bid (IFB), the Contractor acknowledges and agrees to the following: (1) that it has reviewed the IFB Documents and understands and agrees to the terms and conditions contained therein; (2) that this bid, and the prices contained herein, shall remain firm if accepted by the CHA within one hundred eighty (180) calendar days of the date of the bid opening; (3) that the Contractor shall be bound by the terms and conditions of the Invitation for Bid; and (4) that the Contractor shall perform the Work for the total amount of compensation within the time frame specified in Section XIII., based upon the Contractor's bid contained herein, as entered below by the CHA's Contracting Officer, provided that the bid is accepted by the CHA and this IFB Document is executed by the CHA's Contracting Officer.

If this Bid is submitted by a Joint Venture, each business shall provide the information requested below and a copy of the Joint Venture Agreement must be included with your Bid. Failure to provide the Joint Venture Agreement will result in the entire Bid Package being deemed non-responsive. This BF Page must be submitted in duplicate and must bear an original signature.

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 bid are true and correct.

(Affix Corp. Seal)

If a Corporate Seal is not affixed, this document must be notarized. If neither is done, this entire bid will be considered non-responsive and rejected.

Phoenix Enterprises
(Contractor's Name)
By: [Signature]
(Signature)
Carl Talley
(Printed or Typed Name)

Title: Owner
(If a Corporation, President, Vice President, Partnership, Partner or other Officer should sign, evidence of authority must be submitted.)

Address: 5020 S. Lake Shore Dr. #N3207

City, State, Zip: Chicago, IL 60615

Telephone No.: (800) 609-4219

Taxpayer ID. No.: [Redacted]

Subscribed and sworn to before me

this 16 day

of Oct, 2017

My Commission Expires:

[Signature]
(Notary Public SEAL)

"OFFICIAL SEAL"
MAXWELL A FISHER
Notary Public, State of Illinois
My Commission Expires 11/27/2017

Date Signed By Contractor: 10/16/2017

AWARD

113248
(Vendor Code)

12135
(Contract No.)

The Chicago Housing Authority does hereby accept the offer, bid and proposal of the Bidder herein, in an amount not to exceed One Hundred Thirteen Thousand, Six Hundred Sixty Four Dollars 52/100 (\$113664.52) subject to all conditions and requirements as contained in the "Contract Documents".

The Contractor agrees not to perform, and waives any and all claims of payment for work which would result in billings beyond this amount without a prior written amendment to this agreement authorizing said additional work. The Contractor recognizes an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within this not-to-exceed amount.

4 Year Term November 29, 2017 - November 28, 2021

The Term of this Contract is _____
The "Notice to Proceed" will be issued as a separate document upon submission of all required documents.

CHICAGO HOUSING AUTHORITY
By: [Signature]
Donna Brookens

Title: **Chief Procurement Officer**
Chicago Housing Authority
60 East Van Buren Street
Chicago, Illinois 60605-1207

Date Signed: 11/29/17

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(COMPLETE THE FOLLOWING FEE FORM FOR MANUAL SUBMISSIONS ONLY)

IMPORTANT NOTES:

- (1) ALL BID SUBMISSIONS ARE SUBJECT TO REVIEW FOR COMPLETENESS, ACCURACY, AND COMPLIANCE WITH ALL TERMS AND CONDITIONS PROVIDED IN THE IFB SPECIFICATION. PRICING MUST BE SUBMITTED ON THE FEE FORM WITHOUT CONDITIONS. ANY CHANGES, MODIFICATIONS, ADDITIONAL TERMS AND CONDITIONS, EXCEPTIONS OR OTHER REVISIONS TO THIS IFB, INCLUDING THE FEE FORM, OR FAILURE TO COMPLETE ALL REQUIRED INFORMATION, MAY CAUSE THE IFB TO BE DEEMED NON-RESPONSIVE.
- (2) IF THE BIDDER'S UNIT PRICE PER UNIT OF MEASURE AND THE TOTAL BID PRICE PER UNIT OF MEASURE EXPRESSED BY THE BIDDER FOR ANY PRODUCT ARE NOT IN AGREEMENT, THE BIDDER'S UNIT PRICE PER UNIT OF MEASURE ALONE WILL BE CONSIDERED AS REPRESENTING THE BIDDER'S INTENTION. THE CHA WILL CORRECT THE TOTAL BID PRICE AND AGGREGATE TOTAL.

A. INSTRUCTIONS FOR COMPLETING THE FEE FORM

1. Submission Information:

Bidder shall complete the Fee Form for a manual submission only. An electronic submission may be uploaded to the CHA Supplier Portal at <https://supplier.thecha.org>. For a manual submission, Bidder is responsible for entering information into the open cells in the Fee Form Pages.

2. Completion of open cells in Fee Form:

Bidder must complete all open cells in the following fields:

- Bidder's Unit Price
- Total Bid Price (Equals Bidder's Unit Price x Quantity)
- Aggregate Total (Equals Sum of Total Bid Prices)

3. Signature:

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

B. EXPLANATION OF COLUMNS:

- **Column A (Unit Number):** The Unit Number is a unique identifier for each Product. The Unit Number will be used for internal procurement tracking.
- **Column B (Item Description):** The Service/Product Description column lists the required specifications for the biddable item or service or Labor when installation is required.
- **Column C (Unit of Measure):** The Unit of Measure (UOM) lists the required number of the product/service.
 - In the example below where the Unit of Measure is "EACH," this indicates that items are priced per item (not packaged in a case). The total quantity is 5000 items.

Quantity	Unit of Measure
5000	EACH

- **Column D (Product Name and Model #):** The Manufacturer Name and Model Number of the requested product.
- **Column E (Bidder's Unit Price):** Bidder shall list the Bidder's Unit Price for the Term of the Contract. Bidder's Unit Price shall be F.O.B. destination and shall include all shipping and insurance charges.
- **Column F (Quantity):** The quantity provides an estimate of the number of items that CHA may be purchasing during the Term of the Contract. However, the quantity provided is informational only and does not obligate the CHA to purchase any minimum amounts. The Bid Prices in the Fee Form must be provided to the CHA for all quantities purchased, regardless of the quantity listed.
- **Column G (Total Bid Price):** The Total Bid Price equals the Bidder's Unit Price multiplied by the Quantity.
- **Aggregate Total:** The Aggregate Total equals the sum of the Total Bid.

CHICAGO HOUSING AUTHORITY
EVENT NO. 2343 (2017)
CHA WIDE ELEVATOR INSPECTIONS

A	B	C	D	E	F	G
Line No.	Item Description	UOM	Product Name and Model #	Bidder's Unit Price*	Estimated Quantity**	Total Bid Price (Columns E x F)
1	Year 1 - Region 1 (Traditional Properties) Elevator Inspections (see attachment A for quantities)	EA	NA	\$ 175.41	1	\$ 7,718.94
2	Year 1 - Region 2 (Traditional Properties) Elevator Inspections (see attachment A for quantities)	EA	NA	\$ 175.41	1	\$ 7,191.81
3	Year 1 - Region 3 (Traditional Properties) Elevator Inspections (see attachment A for quantities)	EA	NA	\$ 175.41	1	\$ 6,139.35
4	Year 1 - Region 4 (Traditional Properties) Elevator Inspections (see attachment A for quantities)	EA	NA	\$ 175.41	1	\$ 2,104.92
5	Year 1 - Region 1 (RAD Properties) (see attachment A for quantities)	EA	NA	\$ 175.41	1	\$ 1,570.69
6	Year 1 - Region 3 (RAD Properties) (see attachment A for quantities)	EA	NA	\$ 175.41	1	\$ 2,104.92
Year 1 - Aggregate Total						\$ 26,837.73


Signature of Authorized Company Representative

Carl Talley
Print Name of Authorized Representative

Phoenix Enterprises, LLC
Company Name

Owner
Title

ThinkventHca@hotmail.com
Email Address

800-605-4219
Telephone Number

*The Bidder's Unit Price must be the total amount (fully loaded) to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

**The quantity provides an estimate of the number of items that CHA may be purchasing during the Term of the Contract. However, the quantity provided is informational only and does not obligate the CHA to purchase any minimum amounts. The Bid Prices in the Fee Form must be provided to the CHA for all quantities purchased, regardless of the quantity listed (Reference above instructions).

CHICAGO HOUSING AUTHORITY
EVENT NO. 2343 (2017)
CHA WIDE ELEVATOR INSPECTIONS

2nd Year

A	B	C	D	E	F	G
Line No.	Item Description	UOM	Product Name and Model #	Bidder's Unit Price*	Estimated Quantity**	Total Bid Price (Columns E x F)
1	Year 2 - Region 1 (Traditional Properties) Elevator Inspections (see attachment A for quantities)	EA	NA	\$	1	\$ 8,103.92
2	Year 2 - Region 2 (Traditional Properties) Elevator Inspections (see attachment A for quantities)	EA	NA	\$	1	\$ 7,551.38
3	Year 2 - Region 3 (Traditional Properties) Elevator Inspections (see attachment A for quantities)	EA	NA	\$	1	\$ 6,444.30
4	Year 2 - Region 4 (Traditional Properties) Elevator Inspections (see attachment A for quantities)	EA	NA	\$	1	\$ 2,210.16
5	Year 2 - Region 1 (RAD Properties) (see attachment A for quantities)	EA	NA	\$	1	\$ 1,657.62
6	Year 2 - Region 3 (RAD Properties) (see attachment A for quantities)	EA	NA	\$	1	\$ 2,210.16
Year 2 - Aggregate Total						\$ 28,179.88

Carl Tally
Signature of Authorized Company Representative

Carl Tally
Print Name of Authorized Representative

Phoenix Engineering
Company Name

Owner
Title

Thickwood@aol.com
Email Address

800-609-4214
Telephone Number

*The Bidder's Unit Price must be the total amount (fully loaded) to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

**The quantity provides an estimate of the number of items that CHA may be purchasing during the Term of the Contract. However, the quantity provided is informational only and does not obligate the CHA to purchase any minimum amounts. The Bid Prices in the Fee Form must be provided to the CHA for all quantities purchased, regardless of the quantity listed (Reference above instructions).

CHICAGO HOUSING AUTHORITY
EVENT NO. 2343 (2017)
CHA WIDE ELEVATOR INSPECTIONS

3rd

A	B	C	D	E	F	G
Line No.	Item Description	UOM	Product Name and Model #	Bidder's Unit Price*	Estimated Quantity**	Total Bid Price (Columns E x F)
1	Year 3 - Region 1 (Traditional Properties) Elevator Inspections (see attachment A for quantities)	EA	NA	\$ 189 ²⁰	1	\$ 8,346 ⁸⁰
2	Year 3 - Region 2 (Traditional Properties) Elevator Inspections (see attachment A for quantities)	EA	NA	\$ 189 ²⁰	1	\$ 7,777 ²⁰
3	Year 3 - Region 3 (Traditional Properties) Elevator Inspections (see attachment A for quantities)	EA	NA	\$ 189 ²⁰	1	\$ 6,639 ⁵⁰
4	Year 3 - Region 4 (Traditional Properties) Elevator Inspections (see attachment A for quantities)	EA	NA	\$ 189 ²⁰	1	\$ 2,276 ⁴⁰
5	Year 3 - Region 1 (RAD Properties) (see attachment A for quantities)	EA	NA	\$ 189 ²⁰	1	\$ 1,707 ²⁰
6	Year 3 - Region 3 (RAD Properties) (see attachment A for quantities)	EA	NA	\$ 189 ²⁰	1	\$ 2,276 ⁴⁰
Year 3 - Aggregate Total						\$ 29,024 ¹⁰

Carl Kelly
Signature of Authorized Company Representative

Carl Kelly
Print Name of Authorized Representative

Proxix Enterprises #13248
Company Name

Owner
Title

Thinkartica12@hotmail.com
Email Address

800-609-4215
Telephone Number

*The Bidder's Unit Price must be the total amount (fully loaded) to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

**The quantity provides an estimate of the number of items that CHA may be purchasing during the Term of the Contract. However, the quantity provided is informational only and does not obligate the CHA to purchase any minimum amounts. The Bid Prices in the Fee Form must be provided to the CHA for all quantities purchased, regardless of the quantity listed (Reference above instructions).

CHICAGO HOUSING AUTHORITY
EVENT NO. 2343 (2017)
CHA WIDE ELEVATOR INSPECTIONS

A	B	C	D	E	F	G
Line No.	Item Description	UOM	Product Name and Model #	Bidder's Unit Price*	Estimated Quantity**	Total Bid Price (Columns E x F)
1	Year 4 - Region 1 (Traditional Properties) Elevator Inspections (see attachment A for quantities)	EA	NA	\$	1	\$ 8,513.56
2	Year 4 - Region 2 (Traditional Properties) Elevator Inspections (see attachment A for quantities)	EA	NA	\$	1	\$ 7,933.62
3	Year 4 - Region 3 (Traditional Properties) Elevator Inspections (see attachment A for quantities)	EA	NA	\$	1	\$ 6,772.15
4	Year 4 - Region 4 (Traditional Properties) Elevator Inspections (see attachment A for quantities)	EA	NA	\$	1	\$ 2,321.32
5	Year 4 - Region 1 (RAD Properties) (see attachment A for quantities)	EA	NA	\$	1	\$ 1,741.41
6	Year 4 - Region 3 (RAD Properties) (see attachment A for quantities)	EA	NA	\$	1	\$ 2,321.88
Year 4 - Aggregate Total						\$ 29,603.61

Signature of Authorized Company Representative: Carl Tully
 Print Name of Authorized Representative: Carl Tully
 Company Name: Phoenix Enterprises #113248
 Email Address: PhoenixEnterprises@bellsouth.net
 Telephone Number: 800-629-4215

*The Bidder's Unit Price must be the total amount (fully loaded) to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

**The quantity provides an estimate of the number of items that CHA may be purchasing during the Term of the Contract. However, the quantity provided is informational only and does not obligate the CHA to purchase any minimum amounts. The Bid Prices in the Fee Form must be provided to the CHA for all quantities purchased, regardless of the quantity listed (Reference above instructions).



ATTACHMENT A PROPERTY LISTING

CHA COMPREHENSIVE ELEVATOR INVENTORY LIST

ITEM NO.	REGION / TYPE	BUILDING / DEVELOPMENT NAME	BUILDING ADDRESS	BUILDING OFFICE PHONE	NUMBER of STORIES	NUMBER of ELEVATORS	ELEVATOR TYPE
1	1 OTHER	Britton Budd	501 W Surf St	773-388-8101	9	2	Traction
2	1 RAD	Daniel H. Burnham	1930 W Loyola Ave	773-338-7881	4,5,6	2	Hydraulic
3	1 TRADITIONAL	Hattie Callner	855 W Aldine Ave	773-281-8008	17	2	Traction
4	1 TRADITIONAL	William Castleman	4945 N Clark St	773-728-7635	22	2	Traction
5	1 TRADITIONAL	Margaret Day-Blake	2140 N Clark	773-857-6888	8	2	Traction
6	1 TRADITIONAL	Maria Diaz-Martinez	2111 N Clark	312-951-1138	5	2	Traction
7	1 RAD	Judge Harry M Fisher	5821 N Broadway Ave	773-271-7690	22	2	Traction
8	1 TRADITIONAL	Ella Flagg-Young	4645 N Sheridan Rd	773-784-6724	17	2	Traction
9	1 TRADITIONAL	Mary Hartwell-Catherwood	3920 N Clark St	773-281-9700	9	2	Traction
10	1 TRADITIONAL	Mary Hartwell-Catherwood	3930 N Clark St	773-281-9700	19	2	Traction
11	1 TRADITIONAL	Mary Hartwell-Catherwood	3940 N Clark St	773-281-9700	9	2	Traction
12	1 RAD	Caroline Hedger	6400 N Sheridan Rd	773-743-7273	26	3	Traction
13	1 OTHER	The Kenmore	5040 N Kenmore Ave	773-769-3006	8	2	Traction
14	1 OTHER	The Pomeroy	5650 N Kenmore Ave	773-275-7820	10	2	Hydraulic
15	1 TRADITIONAL	Presbyterian Homes-Crowder Place	3801 N Pine Grove Ave	773-248-2601	5	1	Hydraulic
16	1 TRADITIONAL	Presbyterian Homes - Devon Place	1950 W Devon Ave	773-274-2511	4	1	Hydraulic
17	1 TRADITIONAL	Presbyterian Homes - Mulvey Place	416 W Barry Ave	773-248-2081	5	1	Hydraulic
18	1 TRADITIONAL	Lidia Puchinska	638 N Noble St	312-241-2435	20	2	Traction
19	1 TRADITIONAL	Lidia Puchinska Annex	847 N Greenview Ave	312-241-2435	9	2	Traction

ITEM NO.	REGION / TYPE	BUILDING / DEVELOPMENT NAME	BUILDING ADDRESS	BUILDING OFFICE PHONE	NUMBER of STORIES	NUMBER of ELEVATORS	ELEVATOR TYPE
20	1 TRADITIONAL	Scattered Sites (NC/NW) Mgmt. Office	1402 N Kedzie Ave	773-276-3393	2	1	Hydraulic
21	1 TRADITIONAL	Scattered Sites (NE) Mgmt. Office	4429 N Clifton Ave	773-769-1555	2	1	Hydraulic
22	1 TRADITIONAL	Scattered Sites (NC/NW) Mgmt. Office	925 N California Ave	773-276-3393 off-site	4	1	Hydraulic
23	1 RAD	Harry J Schneider	1750 W Peterson Ave	773-338-7557	13	2	Traction
24	1 TRADITIONAL	Edith Spurlock - Sampson	2840 N Sheffield Ave	773-975-3198	11	2	Traction
25	1 TRADITIONAL	Edith Spurlock - Sampson Annex	2720 N Sheffield Ave	773-975-3198	11	2	Traction
26	1 OTHER	Water's Edge	2717 N Leavitt Ave	773-296-2095	8	2	Traction
27	1 TRADITIONAL	Wicker Park	1414 N Damen Ave	773-782-4351	13	2	Traction
28	1 TRADITIONAL	Wicker Park Annex	2020 W Schiller St	773-782-4351	13	2	Traction
29	1 TRADITIONAL	Elizabeth Woods	1845 N Larrabee St	312-787-0886	6	2	Hydra-Traction
30	2 OTHER	Major Adams Community Center	125 N Hoyne Ave	312-421-6903	2	1	Hydraulic
31	2 OTHER	Major Adams Community Center	125 N Hoyne Ave	312-421-6903	4ft.A.F.F.	1	Screw driven
32	2 TRADITIONAL	Albany Terrace	3030 W 21st St	773-522-4298	17	2	Traction
33	2 TRADITIONAL	Armour Square I	3120 S Wentworth Ave	312-674-1470	8	2	Traction
34	2 TRADITIONAL	Armour Square I	3146 S Wentworth Ave	312-674-1470	13	2	Traction
35	2 TRADITIONAL	Armour Square II	3216 S Wentworth Ave	312-674-1470	13	2	Traction
36	2 TRADITIONAL	Armour Square II	3250 S Wentworth Ave	312-674-1470	8	2	Traction
37	2 TRADITIONAL	Alfreda Barnett-Duster	150 S Campbell Ave	312-666-7766	14	2	Traction
38	2 TRADITIONAL	Elizabeth Davis	440 N Drake Ave	773-722-5148	13	2	Traction
39	2 TRADITIONAL	Vivian Gordon-Harsh	4227 S Oakenwald Ave	773-536-5301	14	2	Traction
40	2 TRADITIONAL	Lorraine Hansberry	5670 W Lake St	773-261-7876	9	2	Traction
41	2 OTHER	Harrison Courts	2910 W Harrison St	773-722-3231	7	2	Traction
42	2 OTHER	Harrison Courts	2930 W Harrison St	773-722-3231	7	2	Traction
43	2 OTHER	Harrison Courts	2950 W Harrison St	773-722-3231	7	2	Traction

ITEM NO.	REGION / TYPE	BUILDING / DEVELOPMENT NAME	BUILDING ADDRESS	BUILDING OFFICE PHONE	NUMBER of STORIES	NUMBER of ELEVATORS	ELEVATOR TYPE
44	2 TRADITIONAL	Henry Horner Annex	1815 W Monroe St	312-421-4302	7	2	Traction
45	2 TRADITIONAL	William Jones	1447 S Ashland Ave	312-482-7568	13	2	Traction
46	2 TRADITIONAL	Las Americas	1611 S Racine Ave	312-829-1311	9	2	Traction
47	2 OTHER	Loomis Courts	1314 W 15th St	312-850-4128	8	2	Traction
48	2 OTHER	Loomis Courts	1342 W 15th St	312-850-4128	8	2	Traction
49	2 TRADITIONAL	Irene McCoy-Gaines	3700 W Congress Pkwy	773-265-1901	17	2	Traction
50	2 TRADITIONAL	Patrick F Sullivan	1633 W Madison Ave	312-243-6340	22	3	Traction
51	3 TRADITIONAL	Maudelle Brown-Bousfield	4949 S Cottage Grove Ave	773-373-8459	8	2	Traction
52	3 TRADITIONAL	Kenneth E Campbell	6360 S Minerva Ave	773-955-6360	11	2	Traction
53	3 TRADITIONAL	Vivian Carter	6401 S Yale Ave	773-783-8273	14	2	Traction
54	3 TRADITIONAL	Dearborn Homes	2701 S Dearborn St	312-674-9163	6	1	Traction
55	3 TRADITIONAL	Dearborn Homes	2710 S State St	312-674-9163	6	1	Traction
56	3 TRADITIONAL	Dearborn Homes	2730 S State St	312-674-9163	6	1	Traction
57	3 TRADITIONAL	Dearborn Homes	2731 S Dearborn St	312-674-9163	9	1	Traction
58	3 TRADITIONAL	Dearborn Homes	2840 S State St	312-674-9163	6	1	Traction
59	3 TRADITIONAL	Dearborn Homes	2900 S State St	312-674-9163	6	1	Traction
60	3 TRADITIONAL	Dearborn Homes	2901 S Federal St	312-674-9163	6	1	Traction
61	3 TRADITIONAL	Dearborn Homes	2910 S Dearborn St	312-674-9163	9	1	Traction
62	3 TRADITIONAL	Dearborn Homes	2920 S State St	312-674-9163	6	1	Traction
63	3 TRADITIONAL	Dearborn Homes	2930 S Dearborn St	312-674-9163	9	1	Traction
64	3 TRADITIONAL	Dearborn Homes	2931 S Federal St	312-674-9163	6	1	Traction
65	3 TRADITIONAL	Dearborn Homes	2940 S State St	312-674-9163	6	1	Traction
66	3 TRADITIONAL	Dearborn Homes	2951 S Federal St	312-674-9163	6	1	Traction
67	3 TRADITIONAL	Dearborn Homes	2961 S Dearborn St	312-674-9163	9	1	Traction

ITEM NO.	REGION / TYPE	BUILDING / DEVELOPMENT NAME	BUILDING ADDRESS	BUILDING OFFICE PHONE	NUMBER of STORIES	NUMBER of ELEVATORS	ELEVATOR TYPE
68	3 TRADITIONAL	Dearborn Homes	2964 S State St	312-674-9163	6	1	Traction
69	3 TRADITIONAL	Dearborn Homes	2971 S Federal St	312-674-9163	6	1	Traction
70	3 TRADITIONAL	Ada S Dennison-McKinley	661 E 69th St	773-955-9139	9	2	Traction
71	3 TRADITIONAL	Judge Wendell E Green	4030 S Lake Park Ave	773-538-5273	13	2	Traction
72	3 OTHER	Charles Hayes Family Investment Center	4859 S Wabash Ave	312-786-3227	2	1	Hydraulic
73	3 TRADITIONAL	Lake Parc Place	3939 S Lake Park Ave	773-285-9697	15	2	Traction
74	3 TRADITIONAL	Lake Parc Place	3983 S Lake Park Ave	773-285-9697	15	2	Traction
75	3 RAD	Major Robert H Lawrence	655 W 65th St	773-602-9042	14	2	Traction
76	3 RAD	Lincoln Perry	3245 S Prairie Ave	312-225-2551	9	2	Traction
77	3 RAD	Lincoln Perry Annex	243 E 32nd St	312-225-2551	8	2	Traction
78	3 TRADITIONAL	Mary Jane Richardson-Jones	4930 S Langley Ave	773-373-8368	11	2	Traction
79	3 RAD	Minnie J Riperton	4250 S Princeton Ave	773-538-0395	14	2	Traction
80	3 TRADITIONAL	Scattered Sites (SE) Mgmt. Office	7120 S Merrill Ave	773-324-6305	4	1	Hydraulic
81	3 RAD	Judge F W Slater	740 E 43rd St	773-285-0154	15	2	Traction
82	3 RAD	Judge F W Slater Annex	4218 S Cottage Grove Ave	773-285-0154	9	2	Traction
83	3 TRADITIONAL	Wentworth Gardens	3770 S Wentworth Ave	773-268-2859	1/Bsmt.	1	Hydraulic
84	4 TRADITIONAL	Thomas F Flannery	1507 N Clybourn Ave	312-397-1426	16	2	Traction
85	4 TRADITIONAL	Thomas F Flannery	1531 N Clybourn Ave	312-397-1426	16	2	Traction
86	4 TRADITIONAL	Mahalia Jackson	9141 S South Chicago Ave	773-734-6026	9	2	Hydr-Tract.
87	4 TRADITIONAL	Mahalia Jackson	9177 S South Chicago Ave	773-734-6026	9	2	Hydr-Tract.
88	4 TRADITIONAL	Long Life	344 W 28th Pl	312-674-1484	13	2	Traction
89	4 TRADITIONAL	Zelda Ormes	116 W Elm St	312-573-3450	13	2	Traction
TOTAL NUMBER of CONVEYING DEVICES						153	

Attachment C

General Conditions for Purchase Orders

GENERAL CONDITIONS FOR PURCHASE ORDERS

1. **NON-DISCRIMINATION**: In connection with the performance of the work, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin.
2. **WAGE RATES, SALARIES, CERTIFICATION**: The Contractor and each sub-Contractor shall pay all laborers and mechanics employed in the performance of the contract on or about the site of the housing development not less than the wages prevailing in the locality as determined by the Secretary of Labor pursuant to the Davis-Bacon Act (Title 40, U.S.C., Sec. 276a-5) or not less than the wages prevailing in the locality of said housing development as determined pursuant to applicable state laws, whichever are higher.
3. **NON-REBATE OF WAGES**: The Contractor agrees to comply with the regulations, ruling, and interpretations of the Secretary of Labor of the United States pursuant to the Anti-Kickback Act (Title 18, U.S.C., Sec. 874 and Title 40, U.S.C., Sec. 276c) which makes it unlawful to induce any person employed in the construction or repair of public buildings or public works to give up any part of compensation to which he is entitled under his contract of employment; and the Contractor agrees to insert a like provision in all subcontractors hereunder.
4. **INSURANCE**: Insurance is applicable to All Contracts/Purchase Orders with the exception of Supply and Delivery contracts and purchase orders when approved by Risk Management.

The Contractor shall furnish the Chicago Housing Authority (CHA) with satisfactory evidence (subject to approval from the CHA) that it has the following insurance coverages as applicable to the project's Scope of Work. When indicated below, * coverages are required of any vendor delivering equipment, accessing the building, installing/repairing equipment in CHA offices and/or CHA properties.

- (a) * **Workers' Compensation** – Statutory Limits (Coverage A) and Employer's Liability (Coverage B) in an amount of not less than \$500,000/\$500,000/\$500,000.
- (b) * **Commercial General Liability Insurance** – in the amount of \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Consultants agents, subcontractors, invitees and guests and their personal property. The CHA and PPM must be endorsed as additional insureds on the Vendor's policies and such insurance will be endorsed on a primary and non-contributory basis.
- (c) * **Automobile Liability Insurance** – when any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the vendor shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence CSL, for Bodily Injury and Property Damage. The CHA and PPM must be endorsed as additional insureds on the Vendor's policies and such insurance will be endorsed on a primary and non-contributory basis.
- (d) **Technology E & O / Cyber Liability** – when any technology related service, including programming, storage of data, licensing of software, other professional consultant

performed work in connection with the Contract, Technology Errors & Omissions or Cyber Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

- (e) **Professional Liability Insurance** – covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.
- (f) **Sexual Abuse and Molestation** – When vendors will provide services or activities to minors on (or off) the Premises, Sexual Abuse and Molestation Insurance coverage shall be maintained with a limit of \$1,000,000 per occurrence (or an endorsement of the commercial general liability policy with a separate sublimit in this amount). The CHA and PPM must be endorsed as additional insureds on the Vendor's policies and such insurance will be endorsed on a primary and non-contributory basis.
- (g) **Contractor's Pollution Liability** – shall be provided when the Scope of Work of the Contract covers working with or around hazardous materials. The Contractor's Pollution Liability policy shall be written on an occurrence basis (claims 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 Two Million Dollars (\$2,000,000) per occurrence. The CHA and PPM must be endorsed as additional insureds on the Vendor's policies and such insurance will be endorsed on a primary and non-contributory basis.
- (h) **Mold Remediation Liability** – is required when any mold remediation work is performed in connection with the Contract. Mold Remediation Liability Insurance shall be provided with limits of not less than Three Million Dollars (\$3,000,000) per occurrence insuring bodily injury, property damage and Environmental clean-up. The CHA and PPM must be endorsed as additional insureds on the Vendor's policies and such insurance will be endorsed on a primary and non-contributory basis. When claims made policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Work under this Contract. A Claims-made policy which is not renewed or replaced must have extended reporting period of two (2) years.
- (i) **Railroad Protective Liability Insurance** – when, in connection with any work that is to be done adjacent to or on property owned by a railroad or public transit entity, the Contractor shall procure and maintain, or cause to be procured and maintained, with respect to the operations the Contractor or any subcontractor shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limits, and Five Million Dollars (\$5,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

Upon award, a Certificate of Insurance, naming PPM as the certificate holder, is to be emailed (preferably in a Readable PDF format) to the attention of the Procurement Specialist identified in the solicitation as the contact. Reference the Solicitation Number or Purchase Order Number, Procurement Specialist and Project Title. The Chicago Housing Authority and PPM must be endorsed as additional insureds on the Vendor's general/auto liability policies and such insurance will be endorsed on a primary and non-contributory basis.

5. **BID SECURITY, PERFORMANCE AND PAYMENT BOND:** Not required
6. **MBE/WBE/DBE PARTICIPATION:** All Service Contracts/Purchase orders including any modifications to the Contract or Purchase Order in excess of \$25,000.00 requires 20% MBE/WBE/DBE participation.

The Contractor shall comply with the CHA's Minority, Women and Disadvantaged Business Participation requirements through the Prime Contractor being a certified MBE/WBE/DBE firm or through direct or indirect subcontracting with certified MBE/WBE/DBE businesses.

- If the Prime Contractor is a certified MBE/WBE/DBE firm, complete the top portion only of page one and all of page four including notarization of the Schedule A and submit it along with a current Letter of Certification.
- Direct participation – requires a completed Schedule A from the Prime Contractor and the Schedule C along with a current Letter of Certification from the MBE/WBE/DBE participants. All Schedules must be notarized.
- Indirect participation – complete the top portion only of page one, page three, and page four including notarizing the Schedule A and submit it along with canceled check copies (from front and back) that total the MBE/WBE/DBE goal and the Letter of Certification that was current when the MBE/WBE/DBE services were provided.

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

Section 3 – Compliance: The CHA has determined that the contract/purchase order 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 Title 24 of Subchapter B, Part 135 – Economic Opportunities for Low- and Very Low-Income Persons, 24 CFR 135.3. 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.

A. Section 3 - Clause

1. The work to be performed under this contract 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). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. 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 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

B. Section 3 Compliance Goals

1. Contractors and their subcontractors may demonstrate compliance by committing to employ section 3 residents and by subcontracting with section 3 business concerns in accordance with the requirements of 24 CFR Part 135.

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

- (1) 51 percent or more owned by section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or

- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."
2. Contractor and sub-contractors may demonstrate compliance with the requirements for contracting with Section 3 Business Concerns by committing to award to Section 3 Business Concerns at least 10 percent of the total dollar amount of the contract awarded to the contractor for building trades work for maintenance, repair modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction and at least 3 percent of the total dollar amount of all other Section 3 covered contracts.
3. In evaluating compliance with 24 CFR Part 135, contractors and their subcontractors have the burden of demonstrating to the greatest extent feasible their ability or inability to meet the goals set forth in 24 CFR Part 135 for providing training, employment and contracting opportunities to section 3 residents and section 3 business concerns.
4. Contractors and their subcontractors are also encouraged to provide other economic opportunities to train and employ section 3 residents including, but not limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies, and hiring section 3 residents in part-time positions (24 CFR 135.40).

C. Documenting and Reporting

1. Contractor agrees to comply with the above Section 3 requirements in accordance with the Contractor's Section 3 Utilization Plan, which shall be prepared by the Contractor and agreed to by CHA. CHA shall not be required to agree to the Contractor's Utilization Plan until the Contractor meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA's Section 3 Policy (see http://www.thecha.org/pages/section_3/65.php or the copy included in the solicitation) as may be required. [Contractor's Section 3 Utilization Plan as attached to the contract as Exhibit is incorporated into the contract by this reference herein.
2. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's Section 3 requirements to the CHA via CHA's electronic system available at <https://cha.diversitycompliance.com/>. The Contractor 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 contact information and contract records. The Contractor 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. **WARRANTY:** The Contractor shall warrant all installed materials for a period of not less than one (1) year. If manufacturer's warranty is longer than one (1) year said warranty shall prevail.
9. **WARRANTY OF WORKMANSHIP:** The Contractor shall guarantee all labor for one (1) full year from the date of completion of all work.

10. **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.*)

11. **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 contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor 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 contractor 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 contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor 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 contractor 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 contractor 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).

12. **A 10% RETENTION:** Will be held pending inspection and approval of completed work.
13. **TAXES:** The CHA, a municipal Corporation is exempt from payment of Federal Excise Taxes, Federal Transportation Tax and State of Illinois Retailer's Occupation Tax. A certificate of exemption will be furnished upon request.
14. **OWNERSHIP OF DOCUMENTS:** All documents and information generated, prepared, assembled or encountered by or provided under this agreement is the property of the CHA.
15. **INCORPORATE HUD FORM:** HUD Table 5.1 Mandatory Contract Clauses for Small Purchases other than Construction as supplemented by simplified acquisition threshold (41 U.S.C. 403(11)). *(non-construction contracts in excess of \$2000, but less than \$100,000)*
16. **THE SUCCESSFUL CONTRACTOR MUST COMPLETE ALL APPLICABLE DOCUMENTS FOR THIS PROCUREMENT IN ACCORDANCE WITH THE CHA'S POLICIES AND PROCEDURES AS SET FORTH BY THE DEPARTMENT OF PROCUREMENT AND CONTRACTS.**

Attachment D

Housing and Urban Development (HUD) 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 **24 CFR 85.36(i) 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 contractor 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 Contractor'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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor 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: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (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 Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor 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 Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor 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 Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

Attachment E

Contractor's Affidavit

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Bidder/Proposer Name: Phoenix Enterprises
Bidder/Proposer Address: 5020 S. Lake Shore Drive #103207
Chicago, Ill. 60645
IFB/RFP NUMBER: #2343

Federal Employee I.D. #: [REDACTED] or Social Security #: _____

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

The undersigned Carl Talley as Owner
(Name) (Title)
and on behalf of Phoenix Enterprises ("Contractor") having been duly
(Business Name)

sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

All bidders/proposers/contractors shall provide the following information with their bid/proposal/contract. Complete all blanks by entering the requested information or if the question is not applicable, answer with "NA". If the answer is none, please answer "none".

Bidder/Proposer is a:	<input type="checkbox"/>	Corporation	<input checked="" type="checkbox"/>	Sole Proprietor
(Check One)	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Not-for-Profit Corporation
	<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>	Other

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Average Annual Sales - Last 3 years: 49K, 79K, 250K

Current Net Worth: 50K Date Business Started 3/15/2010

SECTION 1. FOR PROFIT CORPORATIONS

- a. Incorporated in the State of _____.
- b. Authorized to do business in the State of Illinois YES ☒ NO ☐
- c. Names of all officers of corporation (or Attach List): Names of all directors of corporation (or Attach List):

NAME (Print/Type)	Title (Print/Type)	Name (Print/Type)	Title (Print/Type)
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<u>Carl Talley</u>	<u>Owner</u>		
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- d. If the corporation has fewer than 100 shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

NAME (PRINT/Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- e. Is the corporation owned partially or completely by one or more other Corporations?
YES ☐ NO ☐
- f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10%

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of the proportionate ownership of the corporation and indicate the percentage interest of each.

NAME (PRINT/Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

NOTE: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with its bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

SECTION 2. PARTNERSHIP

If the bidder/proposer is a partnership, indicate the name of each partner (or attach list) and the percentage of interest of each therein.

NAME OF PARTNERS (Print/Type)	PERCENTAGE INTEREST
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIPS

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary: YES [☒] NO [☐]
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee (s), indicate the principal(s) for whom the agent or nominee holds such interest.

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Name(s) of Principal(s) (Print/Type)

Carl Talley, Owner

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

N/A

SECTION 4. NOT-FOR-PROFIT CORPORATIONS

- a. Incorporated in the State of _____.
- b. Authorized to do business in the State of Illinois YES [] NO []
- c. Names of all officers of corporation (or Attach List): Names of all directors of corporation (or Attach List):

NAME (Print/Type)	Title (Print/Type)	Name (Print/Type)	Title (Print/Type)
-------------------	--------------------	-------------------	--------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The General Counsel may require any such additional information from any entity to achieve full disclosure relevant to the Contract. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Director of Procurement and Contracts takes action on the Contract or other action required of the General Counsel.

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR'S ANTI-COLLUSIVE AFFIDAVIT

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

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

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

B. SUBCONTRACTOR'S ANTI-COLLUSION AFFIDAVIT

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

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

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

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

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

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

III. STATE TAX DELINQUENCIES

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

1. ☒ Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting such delinquency in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
 2. ☐ Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
 3. ☐ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above 1.
-
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 Contract or 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 and its principals:

1. 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;
2. 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
3. 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
4. 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.

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- 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;
 - 8. Illinois Department of Labor regulations, as amended;
 - 9. City of Chicago Ordinances, as amended;
- B. Bidder/Proposer/Contractor shall not use any facility on the Environmental Protection Agency's ("EPA") List of Violating Facilities in the performance of this Contract for the duration of time that the facility remains on the List.

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- 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, loa or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 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.

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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.
- B. 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.
- C. 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

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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).

- D. 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 X NO

- 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

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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.

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 June 2004, 95-HUD-5 especially Sections 19 through 25 thereof. The Contractor further certifies that it has received and read a copy of the CHA's Ethics Policy.

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XIV. VERIFICATION

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

Carl Talley
Name of President or Authorized Officer


Title

800-609-4219
Telephone Number

State of IL)

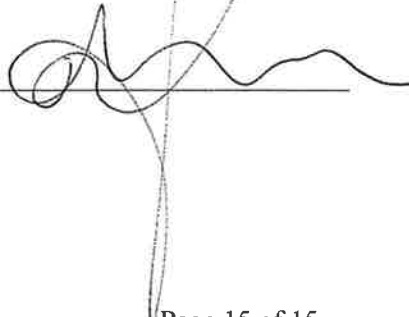
County of Cook)

Signed and sworn to before me this 16 day of Oct, 2017
by

(Name) as

(Title) of Owner (Contractor)

Notary Public Signature





Attachment F

Quick Guide Contract Compliance Requirements



Quick Guide Contract Compliance Requirements

Contract Compliance, within the Department of Procurement and Contracts, is responsible for monitoring the Minority/Women/Disadvantaged Business Enterprises (M/W/DBE) and Section 3 policies and the Davis-Bacon regulations for the Chicago Housing Authority.

What Compliance Requirements apply to the different types of contracts?

Type of Contract	M/W/DBE	Section 3	Davis-Bacon
Professional Service	Yes	Yes	No
Construction	Yes	Yes	Yes

Minority/Women/Disadvantaged Business Enterprises (M/W/DBEs)

In accordance with the Chicago Housing Authority's M/W/DBE policy, minority, women, and disadvantaged businesses have the maximum opportunity to participate in the performance of contracts awarded by CHA. Depending upon the type of contract and the dollar value, the following requirements are in place for M/W/DBE subcontracting:

Type of Contract	Contract Amount	MBE/WBE/DBE Participation
Construction	\$25,000 - \$200,000	25%
	\$200,001 - \$500,000	30%
	\$500,001 - \$1,000,000	35%
	\$1,000,001 +	40%
Service and Supply & Delivery	\$25,000 +	20%

Required M/W/DBE Documents:

Document Name	To be Completed By	Details
Schedule A M/W/DBE UTILIZATION PLAN	Prime Contractor	This form lists out all M/W/DBE subcontractors the Prime plans to work with that will count towards their M/W/DBE subcontracting requirements, including a self-performing Prime.
Schedule C LETTER OF INTENT	Each M/W/DBE listed on the Schedule A, including a self-performing Prime Contractor	This form will be submitted by each subcontractor listed on the Schedule A. If a Prime is an M/W/DBE and they are self-performing, they must submit a Schedule C. The information outlined on the Schedule C must correspond with the Schedule A. A valid certification letter must be attached.
Letter of Certification	Each M/W/DBE listed on the Schedule A, including a self-performing Prime Contractor	This form must be submitted with every Schedule C. Applications are not accepted and the certification letter cannot be expired.
Waiver Request- M/W/DBE	Prime Contractor	This form is only to be used if a vendor cannot meet their subcontracting requirements. The form must have two things outlined in the justification/request portion for the waiver request: (1) scope of work and (2) reason the Prime cannot meet the commitments outlined. Make sure that all good faith efforts, including indirect participation, have been exhausted.

- B2Gnow requires Prime Contractors to login and approve payments from CHA and enter payments they have made to subcontractors.
- Subcontractors are then required to login and approve payments entered by the Prime Contractor.



Quick Guide Contract Compliance Requirements

Section 3

Under CHA's Section 3 policy, there are multiple requirements. Hiring and Subcontracting are required under Section 3, and vendors cannot choose between the two. Section 3 does not apply to Supply & Delivery contracts.

- **Hiring –30%** of all of new hires must be Section 3 employees. This includes CHA and low-income Chicago area residents. The Prime will be required to complete the Schedule B and outline all of the employees who are needed to complete this scope of work. Through the hiring chart on Schedule B- Section 3 Utilization Plan, Compliance is able to determine how many Section 3 employees are needed for the contract. The 30% of all new hires covers new hires for the Prime Contractor and the Subcontractors. Contractors will be required to utilize CHA's Section 3 Job Opportunities website, which allows Section 3 individuals to apply for open positions on CHA contracts. The Section 3 Opportunities system is replacing the Job Order Form process and will require Applicants to actively apply for jobs and Employers to interview and hire for their Section 3 positions based on a streamlined process in accordance with HUD's Code of Federal Regulations (CFR). Section 3 Hiring Specialists will be responsible for initiating the job postings and approving the job profiles prior to the new jobs posting to the website available to the public.
- **Subcontracting** – Prime Contractors are required to subcontract **10%** of the total contract value for construction contracts and **3%** of the total contract value for all other contracts to Section 3 Business Concerns. CHA's Section 3 Business Concern Registry is a great place to start when looking for Section 3 Businesses to contract with. HUD does perform random audits of the businesses in this registry.

What makes a business a Section 3 Business Concern? There are three ways a business can qualify as a Section 3 Business Concern:

1. A business that is **51** percent or more owned by section 3 residents, meaning a CHA resident or low-income Chicago area resident;
2. A business whose permanent, full-time employees are made up of at least **30** percent of section 3 residents (including CHA and low-income residents), or within three years of the date of first employment with the business concern were section 3 residents; or
3. A business that subcontracts **25** percent or more of their total subcontracts to business concerns that meet the qualifications in the first two options (this is identified on a project by project basis).

PLEASE NOTE: A business who is self-identified as a Section 3 Business Concern and also certified as an M/W/DBE will count towards the subcontracting goals for both the M/W/DBE and Section 3 Policies.

- **Other Economic Opportunities-** A Prime Contractor who has demonstrated its attempts, to the maximum extent feasible, to meet its Section 3 hiring and contracting goals may satisfy Section 3 obligations by engaging in Indirect Participation, Mentorship Program Participation, and/or Other Results-Oriented Economic Opportunities as alternative means to achieving Section 3 goals. In addition, a contribution to the Section 3 Fund is allowable under Other Economic Opportunities, as long as it is outlined in accordance with the Section 3 Policy. Please note that all Other Economic Opportunities must benefit the Section 3 resident and business community.

Required Section 3 Documents:

Document Name	To be Completed By	Details
Schedule B SECTION 3 UTILIZATION PLAN	Prime Contractor	This form will outline your hiring, subcontracting, and other economic opportunities that the Prime is committing to.
Schedule C LETTER OF INTENT (also used for M/W/DBE subcontractors)	Each Section 3 Business Concern listed on the Schedule B, including a self-performing Prime Contractor	This will be submitted by each subcontractor listed on the Schedule B. If the self-identified Section 3 Business Concern is also a certified M/W/DBE, they can submit one Schedule C and indicate their status by checking off both qualifications.



Quick Guide Contract Compliance Requirements

Section 3 Clause:

Construction Contractors must post the Section 3 Clause on-site. Each Prime Contractor is required to provide a copy of the notice to the CHA upon issuance of the notice to proceed. The Prime Contractor will also be required to demonstrate that the notice has been posted at the worksite in accordance with the Section 3 clause. This may be verified through site visits or a request by the CHA for proof of posting and notification to employees.

"The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin."

The Davis-Bacon & Related Acts apply to construction contracts over **\$2,000** and ensure that all construction employees are paid in accordance with the Department of Labor's wage decision. If there are union contractors, please ensure that Davis-Bacon wages are met, in accordance with the contract.

CERTIFIED PAYROLL SUBMITTAL & REPORTING

- Certified Payroll Reports must be entered into LCPTracker on a weekly basis.
- All wage rates and job classifications are available through LCPTracker, and will be utilized when entering weekly payroll updates.
- Schedule D- Hiring Reports are also uploaded through LCPTracker, for proof of hiring your Section 3 employees.
- If you ever have a question about job classifications that may not be listed on the wage decision, ask your Contract Compliance Specialist.

In addition to certified payroll reports, the CHA Compliance Team will perform random unannounced site visits. These site visits are then compared to payment information and certified payrolls submitted through B2Gnow and LCPTracker.

Please note that as long as your firm and all subcontractors are in compliance throughout this project, with everything we just covered, there should be no need for payment holds on our end. If you are ever concerned about invoices being placed on hold, always contact your Contract Compliance Specialist first, in order to ensure that your contract is in compliance and that CHA has no reason to hold your payment.



Quick Guide Contract Compliance Requirements

Compliance Utilization Plans

Below is a list of items needed to evaluate a full Compliance plan for CHA's M/W/DBE and Section 3 Policies:

Schedule A- M/W/DBE Utilization Plan

Detailed Requirement	
Schedule A	The Schedule A must be submitted, signed and notarized
Contract Amount	This amount must match all other bid documents
M/W/DBE Total	This amount must be the correct sum of all subcontract amounts listed on the Schedule A
Subcontractor Company Name	This must be listed for each Subcontractor listed on the Schedule A
Subcontractor Original MBE/WBE/DBE Dollars	The subcontract amount must be included for each Subcontractor
Subcontractor Work To Be Performed/Materials To Be Supplied	The scope of work, even if brief, must be included for each Subcontractor

Schedule B- Section 3 Utilization Plan

Detailed Requirement	
Schedule B was submitted	The Schedule B must be submitted, signed and notarized
Prime Contractor Acknowledgement of Section 3 Requirements	Page 4 of the Schedule B must be completed by a Principal of the Prime Contractor
All elements of the Hiring Chart	This includes all required fields (1) through (8) for the Prime <u>and</u> Subcontractors- refer to the instructions on page 2 of the Schedule B
Section 3 Business Concern must have their Business Name, Original Contract Value, and Scope of work outlined	This must be listed for each Section 3 Business Concern listed on the Schedule B
Other Economic Opportunities	If there is a shortfall in the hiring or contracting plans, Other Economic Opportunities must be proposed

Schedule C- Letter of Intent M/W/DBE and/or Section 3 Business Concern Subcontractors, Suppliers, Consultants

Detailed Requirement	
Schedule Cs for every Subcontractor listed on the Schedule A and/or B must be submitted	The dollar values must correspond with the Schedule A and/or B
M/W/DBE or SECTION 3 BUSINESS CONCERN NAME	Subcontractor's Business Name must be indicated on page 1 of the Schedule C
M/W/DBE Certification Status	If the Subcontractor is listed on the Schedule A, they must identify their M/W/DBE certification status
Section 3 Business Concern Status	If the Subcontractor is listed on the Schedule B, they must identify their Section 3 status
Contract Value	The contract value outlined on the Schedule C must match the Schedule A- M/W/DBE Utilization Plan or B- Section 3 Utilization Plan

Attachment G

Schedule A: M/W/DBE Utilization Plan

CHICAGO HOUSING AUTHORITY (CHA)

ORIGINAL

Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A – M/W/DBE UTILIZATION PLAN

(To Be Completed by PRIME CONTRACTOR)

RFP/IFB/CONTRACT/PURCHASE ORDER NO: #2343 DATE FORM SUBMITTED: 11/16/2017PROJECT TITLE: CHA Wide Elevator InspectionsPRIME CONTRACTOR NAME(S): Phoenix EnterprisesADDRESS: 5020 S. Lake Shore Drive #N3207 TELEPHONE: 800-609-4219CONTACT NAME/TITLE: Carl Talley, OwnerE-MAIL ADDRESS: Thinkvertical@hotmail.comCertification Status: MBE ☐ WBE ☐ DBE ☐ Certified By: N/AEthnicity: Black Gender: MaleFEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO.: [REDACTED]CONTRACT AMOUNT: \$ 113,644.52M/W/DBE TOTAL: \$ 22,730.00M/W/DBE TOTAL PERCENTAGE: 20.00% %PRIME SELF-PERFORMER? Yes ☐ NO ☒ IF YES, SELF-PERFORMANCE AMOUNT: \$ — 0 — % 0.00%

NOTE: The M/W/DBE Total represents the sum of all of the subcontracts listed on this Schedule A, including Self-Performing Prime's portion.

The Contractor shall in determining the manner of M/W/DBE participation, first consider **Direct Participation** with M/W/DBE companies as subcontractors, suppliers of goods and services, or as joint venture partners, directly related to the performance of this contract. After exhausting reasonable good faith efforts and with prior CHA approval, the bidder/proposer may also meet all or part of the CHA's M/W/DBE commitment goals, through **Indirect Participation**, by contracting with M/W/DBEs for the provision of goods and services not directly related to the performance of the contract/scope of work. Indirect participation can be demonstrated by providing copies of canceled checks (both front and back) paid to the certified subcontractors, and a Letter of Certification that was current at the time the checks were issued to the subcontractor (must be entered into B2Gnow and Contract Compliance Specialist will approve). Indirect participation must occur within this contract period and will not be considered as acceptable participation on multiple contracts.

Firms seeking M/W/DBE subcontracting credit via Direct or Indirect participation must include **one (1) current certification** from a CHA approved certifying agency. A copy of a current Letter of Certification is required. Applications for certified status will not be accepted. M/W/DBEs utilized for direct or indirect participation must be currently certified by one of the following agencies: City of Chicago, METRA, PACE, Cook County, State of Illinois - Central Management Services (CMS), Women Business Development Center (WBDC), Chicago Transit Authority (CTA), the Chicago Minority Supplier Development Council (CMSDC), Illinois Department of Transportation (IDOT), and/or the Small Business Administration (SBA 8(a)). For contractors whose principal business address is located outside of the metropolitan Chicago area, certification of comparable agencies will be considered.

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

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

I. DIRECT PARTICIPATION

A. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: () _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

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

B. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: () _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

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

C. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: () _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

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

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

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

D. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: () _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

E. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: () _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

F. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: () _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

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

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

G. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: () _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

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

H. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: () _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

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

I. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: () _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

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

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

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

II. INDIRECT PARTICIPATION

A. COMPANY NAME: Cushing Co.
ADDRESS: 213 West Institute, Chicago, IL 60610
CONTACT PERSON: Angelica Garcia TELEPHONE: 312-266-8228
E-MAIL ADDRESS: production@cushingco.com
ORIGINAL M/W/DBE DOLLAR VALUE: 10,000⁰⁰ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Commercial printing

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

B. COMPANY NAME: Antares Computer Systems, Inc.
ADDRESS: 8114 S. Maryland, Chicago, IL 606
CONTACT PERSON: Maurice Johnson TELEPHONE: (773-
E-MAIL ADDRESS: mjohnson@acs4mc.com
ORIGINAL M/W/DBE DOLLAR VALUE: 12,730⁰⁰ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Computer equipment & systems - IT gm

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

C. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: () _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

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

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

D. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: () _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: _____
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

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

E. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: () _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

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

F. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: () _____
E-MAIL ADDRESS: _____
ORIGINAL M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: _____ % of Total Contract Value: 0.00%
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

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

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

Revised 07.21.2016

Attachment H

Schedule B: Section 3 Utilization Plan

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts- Compliance Division

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

PRIME/GENERAL CONTRACTOR'S NAME: Phoenix Enterprises
RFP/IFB/RFQ/CONTRACT or PO NUMBER: #2243 DATE FORM COMPLETED: 10/16/2017
PROJECT TITLE: CHA Wide Elevator Inspections
CONTACT NAME/TITLE: Carl Tully
E-MAIL ADDRESS: thetkvertical@hotmail.com CONTRACT AMOUNT: 113,644.52

PLEASE READ CAREFULLY AND SIGN THE ACKNOWLEDGMENT ON PAGE 4
PRIOR TO COMPLETING AND SUBMITTING SCHEDULE B

Overview:

The contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135 and the CHA's Section 3 Policy. The Contractor hereby submits Schedule B to identify employment, subcontracting, and other opportunities for Chicago Housing Authority residents and low income Chicago area residents during the term of the contract between the Contractor and CHA. Any changes to this Utilization Plan must be approved by the Contract Compliance Specialist, via an amended Schedule B and Section 3 Change Form, when requested.

Type of Contract	Contract Amount	Section 3 Requirements		
		Hiring	Contracting	Other Economic Opportunities
Construction	All Contract Values	30% Of all <u>new</u> hires	10% Of total contract value subcontracted	See instructions
Other Contracts (Including Professional Service)	All Contract Values	30% Of all <u>new</u> hires	3% Of total contract value subcontracted	See instructions

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts- Compliance Division

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

Instructions:

Part I: Hiring

- Per 24 CFR 135.30, Section 3 requires at least 30% of the contractor's new hires be Section 3 residents.
- The prime contractor is **required** to fill out the **Table I.b Hiring Chart- ENTIRE WORKFORCE for both Prime and all Subcontractors in Part I: Hiring**. This chart includes Section 3 hires, **AS WELL AS** all other non-section 3 hires for the scope of work.
- **Table I.a SAMPLE Hiring Chart Entire Workforce for both Prime and all Subcontractors** is provided to you as a sample.
- **Table I.b Hiring Chart Entire Workforce for both Prime and all Subcontractors** will require you to indicate the total workforce that you and your subcontractors already have in place and those you need to hire. You will need to list their (1) Job Titles, (2) Total Employees Needed at each Job Title, (3) Total Number of Employees Currently Employed at each Job Title, (4) Total New Hires Needed for each Job Title, (5) Total Section 3 Hires for each Job Title, (6) Anticipated Hiring Date Section 3 Hires for Each Job Title, (7) Total Columns (1) through (5) individually, and (8) Total New Section 3 Hires Required and (9) Percentage of New Hires that are Section 3.
- By filling out the hiring chart, the Contractor affirms that the jobs identified for Section 3 residents shall be for meaningful employment.
- A Prime Contractor may satisfy the CHA Resident Hiring Requirements through the hiring of Section 3 residents through his/her subcontractors.
- The Hiring Chart must be completed in its entirety, including a response for each column, in addition to proper calculations in each field where totals are required.
- If any proposed Section 3 positions cannot be filled, a Section 3 Change Form is required under the Section 3 Policy.
- Prime Contractors and Subcontractors are required to use CHA's Section 3 Job Opportunities website to fill all Section 3 positions.

Part II: Contracting

- Per 24 CFR 135.30, Section 3 requires Construction contracts to subcontract at least 10% of the work to Section 3 Business Concerns and 3% of the work for all Other Contracts.
- **The definition of 'Section 3 Business Concern' under HUD Regulations is:**
 - (1) 51 percent or more owned by section 3 residents; or
 - (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
 - (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."
- Section 3 subcontracting refers to **direct participation** (only subcontracts for work that is included in the scope of the project).
- Contractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided in 24 CFR 135.36.
- The Prime Contractor is required to fill out the contracting information in Table II: Contracting Commitments, Table II.a: Section 3 Business Concern Contracts, Table II.b.: Contracting Shortfall (if necessary), and/or Table II.c: Outreach Efforts (if necessary) of Part II.
- **Table II: Contracting Commitments** requires you to indicate the Total Dollar Value being subcontracted to Section 3 Business Concerns **and** the percentage of the total contract value, to which the total of all Section 3 Business Concern subcontracts is equivalent.

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts- Compliance Division

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

- **Table II.a. Section 3 Business Concern Contracts** requires you to identify each Section 3 Business Concern that will hold a subcontract under this Contract. The Company's Name, Contract Value, and Scope of Work to be Performed must be identified in order for the plan to be considered complete. A corresponding Schedule C must be submitted with the Schedule B.
- **Table II.b. Contracting Shortfall or Table II.c. Outreach Efforts** must be completed when the Prime Contractor is unable to meet the full minimum subcontracting requirements under 24 CFR 135.
 - When there is no plan or need to subcontract, please outline the reason(s) why in Table II.b. Contracting Shortfall
 - If the prime contractor is unable to contract to a Section 3 Business Concern, all outreach efforts must be documented in Table II.c. Outreach Efforts You must document all of the companies that have been contacted for subcontracting opportunities. If there are limited companies available who perform the necessary duties under this scope of work, please indicate in the 'reasons for not subcontracting'.
 - This is required before Other Economic Opportunities are proposed.
- **PRIME CONTRACTOR MUST USE CHA'S SECTION 3 JOB OPPORTUNITIES WEBSITE TO IDENTIFY AND HIRE ANY AND ALL SECTION 3 EMPLOYEES. CHA WILL NOT CONSIDER OR AUTHORIZE ANY ALTERNATE PROPOSALS TO IDENTIFY SUCH EMPLOYEES.**

Part III: Other Economic Opportunities

- In the event that a Prime Contractor has demonstrated no plan or need to hire and/or subcontract or is unable to meet the hiring and/or subcontracting requirements in Part I and Part II, the Prime Contractor is required to provide other economic opportunities by completing the **Table III: Other Economic Opportunities Plan(s)**.
- **PLEASE NOTE THAT THE INABILITY TO MEET THE HIRING AND/OR SUBCONTRACTING REQUIREMENT MUST BE DOCUMENTED COMPLETELY IN PART I: HIRING AND PART II: CONTRACTING BEFORE COMPLETING PART III: OTHER ECONOMIC OPPORTUNITIES.**
- Other Economic Opportunities could include indirect subcontracting with a Section 3 Business Concern (subcontracting for work not included in the scope of work), training programs, mentorship program participation, or other economic opportunities directed towards section 3 residents and businesses. Any Other Economic Opportunities must be proposed on pages 10 through 12 in Part III: OTHER ECONOMIC OPPORTUNITIES.
- If the other forms of Other Economic Opportunities are not feasible, the Prime Contract may propose a contribution to the Section 3 Fund. Guidance on how to contribute to the Section 3 Fund is outlined below:
 - **Hiring Requirements Contribution:** If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full hiring requirements (30% of new hires), and cannot provide other economic opportunities outlined above, then the contractor must pay 5% of the total dollar amount of the contract for building, trade work or 1.5% for all other contracts will be paid to the Section 3 fund. **NOTE: The amount shall not exceed \$100,000 for any one contract.**
 - **Contracting Requirements Contribution:** If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full Section 3 Business Concern subcontracting requirements, and cannot provide other economic opportunities outlined above, the difference between 10% of the covered contract (building, trade work) or 3% (non-construction) and the actual amount provided to Section 3 Business Concerns must be paid to the Section 3 Fund. **NOTE: The amount shall not exceed \$500,000 for any one contract.**
 - A Prime Contractor may also pay the entire 10% of the covered contract (building, trade work) or 3% (non-construction) if they have documented the infeasibility of offering any Other Economic Opportunities. **NOTE: The amount shall not exceed \$500,000 for any one contract.**

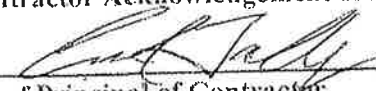
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts- Compliance Division

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

- Charts have been provided for each category accepted under Other Economic Opportunities. You must outline the actual proposed opportunity, how you will measure the success of this opportunity, and the anticipated results. You will only need to complete the tables that apply to your Section 3 Plan.
- Please reference the Section 3 Policy for more details.
- **NOTE: The Chicago Housing Authority (CHA) observes a \$13 per hour Minimum Wage Requirement on solicitations advertised by the CHA on or after January 2, 2015. A copy of the CHA Minimum Wage Requirement may be downloaded from the CHA website at:**
http://www.thecha.org/assets/1/22/CHA_Minimum_Wage_Requirement.pdf. Please note that Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) preempt any conflicting State prevailing wage rate or the Minimum Wage Requirement when the State prevailing wage rate or the Minimum Wage Requirement is higher than the Federally-imposed wage rate (24 CFR 965).

This page (page 4) must be signed by a Principal of the Contractor. The last page (page 12) must be signed and notarized. This document is subject to change, by the CHA, at any time.

Prime Contractor Acknowledgement of Section 3 Requirements:



Signature of Principal of Contractor

10/16/2017
Date

Carl Talley

Print Name

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

SAMPLE HIRING CHART

[illegible]

2

50%

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts- Compliance Division

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

In the Section below, complete the hiring chart in accordance with the instructions on page 2. Please reference the Sample Hiring Chart.

Table I.b: Hiring Chart- ENTIRE WORKFORCE for both Prime and all Subcontractors

(1)	(2)	(3)	(4)	(5)	(6)
Job Titles	Total Number of Employees Needed at each Job Title	Total Number of Employees Currently Employed at each Job Title	Total New Hires Needed for each Job Title	Total Section 3 Hires for Each Job Title	Anticipated Hiring Date Section 3 Hires for Each Job Title
<i>List the Job Titles that are needed to complete your scope of work- including the entire workforce for the Prime and any Subcontractors. This includes all Section 3 and non-Section 3 job titles.</i>	<i>List how many employees are needed to complete the Scope of Work for each Job Title.</i>	<i>List how many employees are currently employed at this position.</i>	<i>List how many of these positions are currently open.</i>	<i>List the number of Section 3 hires you will commit to for each position.</i>	<i>List the anticipated hiring date of Section 3 hires you will commit to for each position.</i>
Elevator Inspector	2	2	0	0	N/A
Admin	1	1	0	0	N/A
(7) Totals:	3	3	0	0	

(8) Total New Section 3 Hires Required:
(Total of column (4) x 0.3) round up to the nearest whole number

- 0 -

(9) Percentage of New Hires that are Section 3:
(Total of column (5) ÷ Total of column (4)) x 100= % of New Hires

- 0 -

NOTE: Effective January 2, 2015, the Chicago Housing Authority (CHA) observes a \$13 per hour Minimum Wage Requirement to be paid to employees of CHA Contractors, and of any subcontractors of such CHA Contractors, performing work on CHA contracts.

CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts- Compliance Division

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

Part II: CONTRACTING

Table II: Contracting Commitments

In the section below, outline the total dollar value and percentage of the total contract value that will be subcontracted with Section 3 Business Concerns.

Total Dollar Value of Section 3 Business Concern Contracts:	\$
Total Percentage of Section 3 Business Concern Contracts:	%

Table II.a.- Section 3 Business Concern Contracts: In the table on the next page, outline the Section 3 Business Concerns that will be working on this contract. (Note: Each subcontractor listed below must submit a corresponding Schedule C)

Contracts to Section 3 Business Concerns
<div>COMPANY NAME: _____</div> <div>ADDRESS: _____</div> <div>CONTACT PERSON: _____ TELEPHONE: _____</div> <div>E-MAIL ADDRESS: _____</div> <div>ORIGINAL CONTRACT DOLLAR VALUE: _____</div> <div>AMENDED CONTRACT DOLLAR VALUE: _____</div> <div><i>NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.</i></div> <div>WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____</div> <div>**Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):</div> <div>Anticipated Start Date: _____ Anticipated End Date: _____</div>
<div>COMPANY NAME: _____</div> <div>ADDRESS: _____</div> <div>CONTACT PERSON: _____ TELEPHONE: _____</div> <div>E-MAIL ADDRESS: _____</div> <div>ORIGINAL CONTRACT DOLLAR VALUE: _____</div> <div>AMENDED CONTRACT DOLLAR VALUE: _____</div> <div><i>NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.</i></div> <div>WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____</div> <div>**Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):</div> <div>Anticipated Start Date: _____ Anticipated End Date: _____</div>

(If more space is needed, you can use page 8 multiple times)

CHICAGO HOUSING AUTHORITY (CHA)
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SCHEDULE B - SECTION 3 UTILIZATION PLAN
(To Be Completed by Prime Contractor)

Contracts to Section 3 Business Concerns (continued)

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

AMENDED CONTRACT DOLLAR VALUE: _____

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

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

Anticipated Start Date: _____ Anticipated End Date: _____

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

AMENDED CONTRACT DOLLAR VALUE: _____

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

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

Anticipated Start Date: _____ Anticipated End Date: _____

COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: _____

E-MAIL ADDRESS: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

AMENDED CONTRACT DOLLAR VALUE: _____

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

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

Anticipated Start Date: _____ Anticipated End Date: _____

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

Table II.b: Contracting Shortfall

If the Prime Contractor cannot meet the minimum contracting requirements, outlined on pages 2 through 4, provide the reasoning below. You must include the scope of work and why you cannot meet the requirements. For additional space, please attach a document on your company's letterhead.

--

Table II.c: Outreach Efforts

If the Prime Contractor is unable to find subcontractors, after exhausting all good faith efforts, to perform under this scope of work, list the Companies that were contacted for subcontracting opportunities for this contract.

Outreach Efforts	
Business Name:	
Primary Contact:	
Phone Number:	
E-Mail Address:	
Reason for not subcontracting:	
Business Name:	
Primary Contact:	
Phone Number:	
E-Mail Address:	
Reason for not subcontracting:	

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

Part III: OTHER ECONOMIC OPPORTUNITIES (NOTE: Beginning on January 2, 2015, the Chicago Housing Authority (CHA) observes a \$13 per hour Minimum Wage Requirement. This policy affects paid mentorship and internship programs, among others).

Table III: Other Economic Opportunities Plan(s)

THIS SECTION MUST BE COMPLETED IF YOUR PLAN DOES NOT MEET THE MINIMUM HIRING (30% OF NEW HIRES) AND/OR CONTRACTING (10%/3%) REQUIREMENTS.

In the space provided below, please outline your plan to provide other economic opportunities to a Section 3 or low-income person (if more space is needed, please provide an attachment to this Schedule B). Examples of plans may include internship programs, mentorship programs, and teaming agreements. Please note that any indirect subcontracting should also be described in the section below. Refer to the instruction page for more information.

Indirect Participation (subcontracting to a Section 3 business for work outside the scope)

Note: An indirect subcontractor should still submit a Schedule C to correspond with this information.

COMPANY NAME: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Start Date: _____ Anticipated End Date: _____

COMPANY NAME: _____

ORIGINAL CONTRACT DOLLAR VALUE: _____

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Start Date: _____ Anticipated End Date: _____

Mentorship Program Participation

Describe in detail the work that will be performed by the Section 3 Resident or Business Concern

Quantifiable Goals

Anticipated Results

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

Training Program	
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goals	
Anticipated Results	

Internship Program	
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goals	
Anticipated Results	

Other Results-Oriented Economic Opportunities (Please Describe)	
Note: Any part-time hires can be represented here.	
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goals	
Anticipated Results	

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

Please select which type of contribution is being paid into the Section 3 Fund, according to your Schedule B- Section 3 Utilization Plan. If a contribution is being made for Hiring and Contracting, you should indicate that in the chart below.

Section 3 Fund	
Note: Please refer to page three (3) Part III: Other Economic Opportunities for more details on contributions.	
Hiring	<input type="checkbox"/> 5% of total contract value (Construction)- Not to Exceed \$100,000
	<input type="checkbox"/> 1.5% of total contract value (Professional Service)- Not to Exceed \$100,000
Contracting	<input type="checkbox"/> Contributing the difference between the actual subcontracting dollar amount and the minimum subcontracting requirement Not to Exceed \$500,000
	<input type="checkbox"/> 10% of total contract value (Construction) Not to Exceed \$500,000 <input checked="" type="checkbox"/> 3% (Other Contracts- including Professional Service) Not to Exceed \$500,000

Contribution to Section 3 Fund

(this is the total of all hiring and Contracting contributions identified in the Section 3 Fund chart above)

Dollar Value of Contribution \$ 3,409³⁴

How will I contribute the funds? ☐ CHA can deduct portions from each of my purchase orders

By signing below, the Contractor hereby agrees to comply with the Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the CHA Section 3 Policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form at the time the bid or proposal is due.

Phoenix Enterprises
NAME OF PRIME CONTRACTOR (Print or Type)

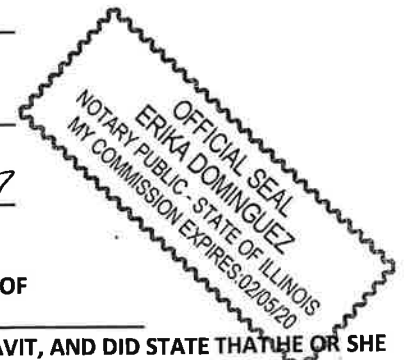
Carl Talley
NAME OF AUTHORIZED OFFICER

Erika Dominguez Date 10-24-17
NAME OF NOTARY (Print or Type)

STATE OF IL COUNTY OF Cook ON THIS 24 DAY OF
October 20 17 BEFORE ME APPEARED (NAME) Carl Talley

TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: [Signature] (SEAL):
COMMISSION EXPIRES: 2-5-20



INTERNAL CHA APPROVAL: _____

[Signature]
COMPLIANCE MANAGER'S SIGNATURE

11-16-17
DATE

INTERNAL CHA APPROVAL: _____

SECTION 3 ADMINISTRATOR
(Applicable when Other Economic Opportunities are proposed)

DATE

Attachment I

**Schedule C: Letter of Intent M/W/DBE and/or Section 3 Business
Concern**

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

ORIGINAL

SCHEDULE C

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: Cushing Co.

Certification Status (Check One): MBE ☐ WBE ☒ DBE ☐

Section 3 Business Concern (Check One): Yes ☐ NO ☒

NOTE: Per CHA's Section 3 Policy, all Section 3 Business Concerns must be self-certified in the Section 3 Business Concern Self-Certification Registry and there will be no exceptions. Vendors will have to identify Section 3 Business Concerns and ensure those businesses are self-certified in CHA's Section 3 Business Concern Registry, prior to contract award.

If yes, Section 3 Business Concern (Check One):

- ☐ 51 percent or more owned by section 3 residents
a. A public housing resident
b. Low and very-low income persons who live in the Chicago Metropolitan Area or non-metropolitan county
- ☐ Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents
- ☐ That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern"

* FEIN: 36-0969500 ETHNICITY: Caucasian GENDER: Female

CONTACT NAME/TITLE: Cathleen Cushing DUFF

E-MAIL ADDRESS: CCDUFF@CUSHINGCO.COM

IFB/RFP/CONTRACT OR PURCHASE ORDER NO.: #2343

PROJECT TITLE: CHA Wide Elevator Inspections DATE FORM COMPLETED: 11/7/2017

PRIME CONTRACTOR: Phoenix Enterprises (NAME) 800-609-4219 (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. For Section 3 Business Concern (S3BC) contractors/subcontractors, the owner or employee of the S3BC cannot also be an employee of the Prime Contractor on a contract per HUD Regulations.

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 & percentage that will be subcontracted to other firms):

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

SCHEDULE C

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:

Commercial Printing-Marketing Materials

3. Indicate the total dollar value: \$ 10,000.00

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

5. Per HUD Definition, "Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a section 3 covered project."

Does the subcontractor comply with the above definition and does NOT have any business interests related to the Prime? Yes ☒ NO ☐

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.

Cushing & Co
(NAME OF MBE/WBE/DBE SUBCONTRACTOR/SUPPLIER - PRINT OR TYPE)

Demetrius Calhoun
(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT)

11/6/17
(DATE)

Demetrius Calhoun
(NAME OF NOTARY - PRINT OR TYPE)

STATE OF Illinois COUNTY OF Cook

ON THIS 6th DAY OF November 2017

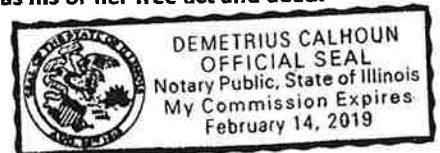
BEFORE ME APPEARED (NAME) Cathleen Cushing Duff to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by _____ to execute the affidavit and did so as his or her free act and deed.

NOTARY PUBLIC: Demetrius Calhoun

(SEAL)

COMMISSION EXPIRES: February 14, 2019

Page 2 of 2



WBENC | Women's Business Enterprise
National Council

hereby grants

National Women's Business Enterprise Certification

to

Cushing And Company

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: February 3, 2004

Expiration Date: February 28, 2018

WBENC National Certification Number: 235345

WBENC National WBE Certification was processed and validated by
>Women's Business Development Center - Chicago, a WBENC Regional Partner
Organization.

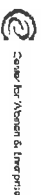
Emilia DiManno

Authorized by Emilia DiManno, President & CEO
Women's Business Development Center - Chicago


WOMEN'S
BUSINESS
DEVELOPMENT
CENTER

Your growth is our business.

NAICS: 323111, 561439
UNSPSC: 43212114, 82121503



ORIGINAL

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

SCHEDULE C

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: Antares Computer Systems, Inc.

Certification Status (Check One): MBE ☒ WBE ☐ DBE ☐

Section 3 Business Concern (Check One): Yes ☐ NO ☐

NOTE: Per CHA's Section 3 Policy, all Section 3 Business Concerns must be self-certified in the Section 3 Business Concern Self-Certification Registry and there will be no exceptions. Vendors will have to identify Section 3 Business Concerns and ensure those businesses are self-certified in CHA's Section 3 Business Concern Registry, prior to contract award.

If yes, Section 3 Business Concern (Check One):

- ☐ 51 percent or more owned by section 3 residents
a. A public housing resident
b. Low and very-low income persons who live in the Chicago Metropolitan Area or non-metropolitan county
- ☐ Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents
- ☐ That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern"

FEIN: [REDACTED] ETHNICITY: AFRICAN AMERICAN GENDER: M

CONTACT NAME/TITLE: MAURICE JOHNSON PRESIDENT

E-MAIL ADDRESS: MJOHNSON@ACS4ME.COM

IFB/RFP/CONTRACT OR PURCHASE ORDER NO.: #2343

PROJECT TITLE: CHA Wide Elevator Inspections DATE FORM COMPLETED: _____

PRIME CONTRACTOR: Phoenix Enterprises 800-609-4219
(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. For Section 3 Business Concern (S3BC) contractors/subcontractors, the owner or employee of the S3BC cannot also be an employee of the Prime Contractor on a contract per HUD Regulations.

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 & percentage that will be subcontracted to other firms):

ORIGINAL

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

SCHEDULE C

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:

Computers, Technical Consultation, Computer Apps

3. Indicate the total dollar value: \$ 12,730.00

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

5. Per HUD Definition, "Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a section 3 covered project."

Does the subcontractor comply with the above definition and does NOT have any business interests related to the Prime? Yes ☒ NO ☐

AFFIDAVIT

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

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

SANTARES COMPUTER SYSTEMS
(NAME OF MBE/WBE/DBE SUBCONTRACTOR/SUPPLIER - PRINT OR TYPE)

Maurice Johnson
(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT)

11-6-17
(DATE)

Latoya Campbell
(NAME OF NOTARY - PRINT OR TYPE)

STATE OF IL COUNTY OF Cook

ON THIS 6 DAY OF November 2017

BEFORE ME APPEARED (NAME) Maurice Johnson to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by Latoya Campbell to execute the affidavit and did so as his or her free act and deed.

NOTARY PUBLIC: [Signature]

(SEAL)

COMMISSION EXPIRES: 8-13-19

Page 2 of 2

Schedule C - Letter of Intent





TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

EDWARD M. MOODY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

October 11, 2016

Mr. Maurice Johnson
President
Antares Computer System, Inc.
8114 South Maryland
Chicago, IL 60619

Re: Annual Certification Expires: October 11, 2017

Dear Mr. Johnson:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** and **Veteran-owned Business (VBE)** by Cook County Government. This certification is valid until **October 11, 2019**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification, you must file a **"No Change Affidavit"** within **sixty (60) business days prior to the date of Annual Certification Expiration**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as an **MBE/VBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

TECHNOLOGY: DISTRIBUTOR – COMPUTER PRODUCT SALES INCLUDING SERVERS, COMPUTERS AND PRINTERS

Your firm's participation on Cook County contracts will be credited toward **MBE or VBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE or VBE** goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Woman, Women, Veteran, and Service-Disabled Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ew

Attachment J

Certifications and Representations of Offerors, Non-Construction Contracts HUD 5369-C

Certifications and Representations of Offerors Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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/offerors 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."

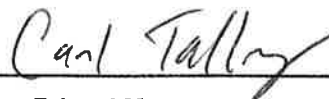
7. Offeror's Signature

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



Signature & Date:

10/16/2017



Typed or Printed Name:



Title:

Attachment K
General Conditions for Non-Construction Contracts HUD 5370-C

16/14/17

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 01/31/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (without maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 - use Sections I and II.**

~~Section II - Clauses for All Non-Construction Contracts greater than \$100,000~~

1. Definitions

The following definitions are applicable to this contract:

- (a) 'Authority or Housing Authority (HA)' means the Housing Authority.
- (b) 'Contract' means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) 'Contractor' means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) 'Day' means calendar days, unless otherwise stated.
- (e) 'HUD' means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA 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 Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor'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.

10/16/20

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA 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 Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor 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.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (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 this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

[Handwritten signature and date]
 10/16/12

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract 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). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. 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 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. 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 Contractor 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 Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor 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: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (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.

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CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

SUBCONTRACTOR INFORMATION SUBMITTAL

It is expressly agreed by the undersigned Contractor and The Chicago Housing Authority that if portions of the scope of work for this Invitation for Bid or Request for Proposals or Purchase Order are subcontracted, awards of such subcontracts will be made to the subcontractors listed below. Further, any changes to the subcontractors listed below must be submitted in writing to the Director of the Department of Procurement and Contracts for approval. The Chicago Housing Authority reserves the right, at its own discretion, to approve or reject any subcontractor named below or as frequently added. Use additional blank sheets and append it to this form, if necessary, to complete your subcontractor listing. If you are not subcontracting, check the indicated box below.

IFB/RFP/P.O. TITLE	IFB/RFP/P.O. NO.	PAGE
CHA Wide Elevator Inspections	#2343	1 OF 1
<input checked="" type="checkbox"/> My (our) firm(s) WILL NOT SUBCONTRACT any portion of the scope of work for this IFB, RFP or P.O.		
SUBCONTRACTOR NAME AND ADDRESS		
SCOPE OF WORK		
If a joint venture, a principle from EACH joint venture business must sign below.		
CONTRACTOR'S NAME	BY (SIGNATURE OF PRINCIPLE)	TITLE
RECEIVED BY OCAM		
NAME	TITLE	DATE

5/11/2011

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts
STATEMENT OF BIDDER'S QUALIFICATIONS

ORIGINAL

This form must be submitted with each bid or proposal. Each business of a joint venture must submit this form. Complete all blanks by entering the requested information or "NA" if it is not applicable to your business.

SPECIFICATION OR RFP TITLE CHA Wide Elevator Inspections		SPECIFICATION OR RFP NO. # 2343
COMPANY NAME Phoenix Enterprises - Elevator Consultants & Inspectors	DUN & BRADSTREET NUMBER 962192469	
PARENT COMPANY (IF APPLICABLE) PE-Vertical, INC	PREVIOUS COMPANY NAME	

PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS ON BEHALF OF COMPANY

NAME	OFFICIAL CAPACITY
Carl Talley	Owner / Lead Inspector / Consultant

BANK REFERENCES

BANK NAME Byline Bank	ADDRESS 47 W Polk St.
CITY, STATE, ZIP CODE Chicago, IL 60605	CONTACT PERSON Diane Rivera
TELEPHONE NO. 312-588-1327	

BUSINESS REFERENCES (Provide three existing or completed work activities by your business which are similar to or support your ability to successfully complete the scope of work of this RFP/Spec.)

AGENCY/COMPANY NAME USAF Minot ND		ACTIVITY Elevator Inspections		DOLLAR AMOUNT \$ 35,000	
DATE COMPLETED June 2017	P.O./CONTRACT NO. Elevator Inspections / Accept	CONTACT PERSON Daniel Betz	PHONE NO. 701-240-0893	FAX NO. daniel.betz2@us.af.mil	
AGENCY/COMPANY NAME The Building Group		ACTIVITY Elevator Inspections Consult		DOLLAR AMOUNT \$ 40,000	
DATE COMPLETED ON going	P.O./CONTRACT NO. Various	CONTACT PERSON Luis Parenti	PHONE NO. 312-466-8100	FAX NO. luis@buildinggroup.com	
AGENCY/COMPANY NAME Chicago Park District		ACTIVITY Elevator Inspections		DOLLAR AMOUNT \$ 15,000	
DATE COMPLETED 9/28/17	P.O./CONTRACT NO. PO	CONTACT PERSON Roberta Estack	PHONE NO. 312-747-9613	FAX NO. 312-747-0293	

The undersigned covenants and agrees to provide the Chicago Housing Authority current, complete and accurate information regarding their business' status. The undersigned further agrees to permit examination of books, records, and files by authorized representatives of the Chicago Housing Authority or the U. S. Department of Housing and Urban Development. Any material misrepresentation may be grounds for terminating any contract which may be awarded and/or for initiating action under federal or state laws concerning false statements.

SIGNATURE OF PRINCIPAL 	PRINTED NAME OF PRINCIPAL Carl Talley	DATE SIGNED 10/17/2017
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Phoenix Enterprises –Elevator Consulting & Inspections Partial Client List 2016

MB Realty Chris Horney, Development Senior Associate 248-721-7927	<u>Project Reference</u> 32 W Randolph Redevelopment Project
Tishman Speyer John Dziwuski, Facilities Manager 312-981-6000	227 W Monroe
The Habitat Company Shangwe Parker, Vice President 312-527-5400	5225 N. Kenmore / 2001 S. Michigan
First ServiceResidential Robert Meyer, Director of Engineering Services 312-335-5664	505 N Lakeshore Drive / 33 E. Cedar
The Building Group Louis Parenti, Vice President Facilities 773-989-8100	One Place Condos / 1720 W. Diversey
Paula Gutierrez, Senior Property Manager Community Specialist 312-804-5405	1720 S. Michigan / 233 E. Erie

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

ORIGINAL

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

CHA Wide Elevator Inspections
(IFB or RFP Title or P.O. Commodity Description)

2343
(IFB or RFP or P.O. No.)

As used in this certificate, the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal, the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This Certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the **CHICAGO HOUSING AUTHORITY**, hereinafter referred to as Buyer:

- A. **REPORTS:** Within thirty (30) days after Buyer's award to Seller of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO" in accordance with instructions contained therein, unless Seller 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.
- B. **PRIOR REPORTS:** If Seller has participated in a previous contract or subcontract subject to Equal Opportunity Clause (4) C.F.R. Section 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. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.
- C. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the Specifications for Bid or Request for Proposal. As used in this certification, the term "segregated facilities" means waiting room, work 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. 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 subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that it 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 OR REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED 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 statements in offers is prescribed in 18 U.S.C. 1001).

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

- D. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM:** If requested by Buyer, Seller shall promptly develop and submit a written affirmative action compliance program, and also require its subcontractors to establish and submit written affirmative action compliance programs ("Note: If Seller already has such a program, please so indicate by checking here []).
- E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show probable cause or other such notification of non-compliance with EEO regulations.
- F. **CURRENT WORKFORCE:** My/Our firm is committed to Equal Employment Opportunity and the Affirmative Action steps necessary to achieve the goals of the Executive Order. As of this date, the current Total workforce of my/our firm is as follow:

JOB CLASSIFICATION	TOTAL EMPLOYEES	WHITE		BLACK		HISPANIC		OTHER	
		Male	Female	Male	Female	Male	Female	Male	Female
OFFICIALS	1			1					
CRAFT (SKILLED)									
LABORERS (UNSKILLED)									
CLERICAL	2				1				1
OTHER SPECIFY									
OTHER SPECIFY									
OTHER SPECIFY									
Inspector	2			2					

EXECUTED THIS 13 DAY OF October 2017

BY 
 (SIGNATURE)

Carl Tally
 (PRINTED OR TYPED NAME)

TITLE Owner
 (PRINCIPAL)

FIRM NAME <u>Phoenix Enterprises</u>	STREET ADDRESS <u>5020 S. Lake Shore Drive #3207</u>
CITY, STATE, ZIP CODE <u>Chicago IL 60615</u>	TELEPHONE NUMBER <u>800-609-4219</u>

2017

30 E. Huron Elevator Maintenance-Service Review Elevator Maintenance Review #1

A review of the current elevator maintenance condition and equipment assessment was authorized by Gina Will, on the behalf of The Residencies of 30 E. Huron located at the above address starting on June 2, 2017 ending on June 8, 2017.



Phoenix Enterprises (PE)
Elevator Consultants & Inspectors
#IL4156 5020 S. Lake Shore #N3207
Chicago, IL 60615
www.elevatorconsultants4hire.com

Phoenix Enterprises (PE)
Carl Talley, QEI
6/8/2017



Summary of Equipment & Evaluation Scale

Elevator Equipment Overview:

Phoenix Enterprises (PE), being professional elevator consultants have been engaged to provide a 1st review of the current elevator conditions, located at 2631 S. Indiana being a 56-story high rise residential and mixed-commercial building. Also included in our review is a single separate structure 9-story elevator servicing the parking garage of the building.

A physical onsite inspection of the elevator equipment was conducted on two different occasions, the first June 2, 2017 and the second was conducted on June 8, 2017 in which we generated over 148 single shot pictures and 4-1/2 pages of hand written notes of which are incorporated in this document (all pics not used).

The equipment having three (3) grouped elevators with a single button riser and a separate (grouped) Service/Freight elevator with rear door open with all units upgraded in 2010 and completed in 2011 with a modernization of which 40% of the equipment was either replaced or refurbished to like new conditions. The overall equipment function and performance is typical based on the high use and residential traffic and normal building operations. For our evaluating of equipment and component condition we will use the following to describe the levels of function, performance and maintenance condition: **Excellent, Good, Fair and Poor.**

Evaluation Description Key:

Excellent: The highest level of component condition and status which is like new in both performance and function and will not require observation other than at normal intervals suggested by the manufacturers maintenance program.

(Comments may follow)

Good: The function and performance is as expected but falls short of like new conditions but should perform for an extended amount of time with a minimum of quarterly observation.

Fair: The component may or may not be new, but the function and performance is intact but will require active review and observation to avoid malfunctions and/or premature ware.

Poor: The (although new or existing) component lacks the proper maintenance or requires replacement consideration based on component age or limited performance at the time of inspection to avoid malfunctions or unexpected repairs-preventive maintenance is suggested sooner rather than later.

The major equipment model and components used for the 30 E. Huron elevator modernization is both retained and new vertical transportation industry technology provided by well-established companies. These companies will be around for more than 15-20 years ensuring that the product line and replacement parts will be available for any professional and/or licensed elevator contractor to perform both maintenance and service reliably.

Controllers and group operation panel: Galaxy Controllers 15GX Job#273015
Hoist Machine & Motors: Otis Gearless High Speed Gearless Machines
Fixtures & Signals: Innovations Industry
Cab Interior: Cab Works/Generic
Door Equipment: GAL Cooperation

The installation of the equipment is good and components are robust and secure and depending upon a severe change in the buildings tenant base or function and if maintained (regular preventive maintenance) as scheduled by the manufacturer, the equipment should last ~35 years without need for major upgrades. However, the normal component replacement will be necessary based on normal wear and tear such as steel hoist ropes, roller guides, door operators, drive motors, etc. The cost for those components and the labor based on normal increases in labor per elevator could be:

Component	Life cycle	Estimated cost	Estimated Increase Annually
Hoist Ropes:	7-10 years	\$12,500	3% - 5%
Roller Guides:	10-15 years	\$3,400	3% - 5%
Door Operator	15-20 years	\$6,500	3% - 5%
Controller Drive	15-20 years	\$15,500	3% - 5%

Machine Room Review

#2 Hoist Machine Sheave Poor Condition

Figure #1 June 2, 2017



All 4 hoist machines are in service except for the #1 car which at the time was having both Sheaves serviced and hoist ropes replaced based on what has been reported as strands "rope break" reported during routine maintenance

Figure #2 June 2, 2017



Figure # 1 shows the Otis Gearless Hoist Machine which is industry staple in Fair condition and function but requires some components serviced.

Figure #2 shows a critical life cycle component that is not listed but must be addressed with a planned service repair: The Gearless machine sheave is showing signs of apparent ware as hoist ropes are sunken into the sheave grooves over 3/16th of an inch lower then suggested by the manufacture.

Steel hoist ropes should be replaced under certain conditions, however if the Sheaves are serviced, the hoist ropes should be replaced. The steel ropes have a fiber hemp inside of them wrapped by layers of steel ropes and must monitored individually for breaks or strands in close formations or lost in rope diameter.

Maintenance Note: The hoist ropes if not maintained properly with the machine sheave can prematurely ware and cause the drive sheave of the machine to ware causing a major combination of component replacement. These components are monitored and observed both annually and quarterly but as the equipment ages, these observation measures are increased. The Gearless machine have enclosed solid A Frame bearings that do not require lubrication. The measured and systematic lubrication of hoist ropes is required if not introduced properly during rope lubrication, it can cause slippage, it can result in cutting the sheave prematurely as well.

Figure #1 June 2, 2017



The #4 car "Brake Pad" shown above in figure #1 has over $\frac{1}{4}$ " of thickness and is in Good condition.

Good Condition: Proper Maintenance of Equipment 1,3 & 4.

Figure #2 June 2, 2017



In figure #2-3 The #2 Machine has a Break Pad that is misaligned a $\frac{1}{4}$ " and is wearing thinner faster than normal and/or their life cycle has come, and they require replacing and realigning.

Poor Condition: Ensure Proper Maintenance of Equipment #2

Maintenance Notes: The thickness of the "Brake Shoe" is critical because the lining could eventually wear down to the rivets or hardware and come in contact with the "Brake Drum" of which the brake holding performance could be severely reduced. Good clearances between the brake pads and drum are important so movement is not restricted during operation. The Spring tension of the "Brake Spring" and electrical switches should be checked and adjusted as required to ensure proper stopping and leveling of the car. **All hoist machine "Brake Pads & Shoes should be checked for proper pad thickness and alignment for proper function and performance.**

Figure 1-2 June 2, 2017



Commutators & Brushes Poor Condition- with comments

On each individual machine "Commutator" shows some sign of "Threading" which are small grooves that appear as threads on the commutator round. This threading could be caused by poor brush quality, the wrong type of brush, inadequate brush tension, low humidity or contaminants. When brushes pick up copper particles, they cut the copper commutator. Color uniformity should be reviewed on all equipment, some commutators are darker and lighter.



Maintenance Note: A good commutator film results in low friction and contact between the brushes and commutator. A good film will have uniform color, preferably between straw and milk chocolate brown. The color may vary with Brush grade, and may be darker or lighter, but must be uniform thru out the round. The condition of the Commutator and Brush and proper adjustment affects the leveling of the elevator cab to the floor and could cause an unsafe condition of leveling to high or low at the landing. We did not observe any leveling problems on the elevators during our site review.

Governor Safety Equipment

Figure #1 June 2, 2017

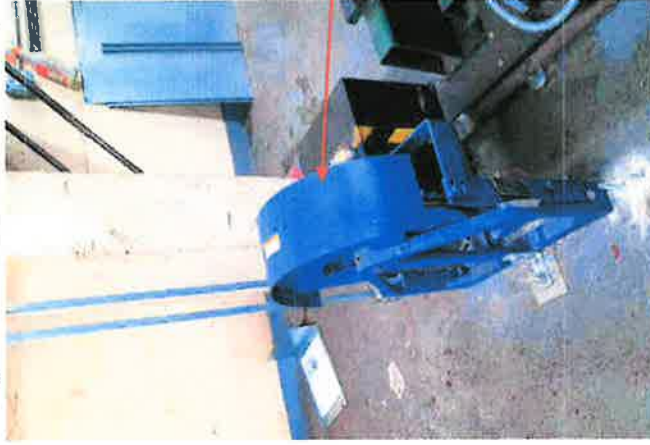


Figure #2 June 2, 2017



Fair conditions with comments-CAT V due

Figure #3 June 2, 2017



Full Load Test are due in June 2017. Figure #3 Annual Test

Figure #2 ensure all governors are marked and ID# per elevator code as #1, 2, 3, etc.

The governors overall seem to be good condition and hoist ropes appear intact and performing as required, **other than requiring the V-year testing is due.** CAT V.

Maintenance Note: The governors actuate a lever function and initiates a controlled emergency stops of the elevators that over speed in the down direction faster than the current set speed of the car. The governor is tested annually and every V years under different performances and stress. The annual test only requires the governor itself performs the same tripping and function at certain speeds exceeding the given speed of the car. The V year requires the same tripping function, but with a full capacity of the car at 125% more. The V-year test, because of it's stress it can cause of the equipment could damage or cause misalignments of equipment that may require additional service to return to service after test conclusions.

Galaxy Controllers

The controls of the elevator being the brains of the equipment should be routinely observed upon every visit. Being that the equipment is solid state, it requires little more than ensuring that the equipment is kept dust and debris clean and vacuumed. The fans that are on the control cabinet should be routinely observed for dust clogging keeping them from putting out as much air circulation that is required to keep the equipment cool and functioning properly reducing life cycles.

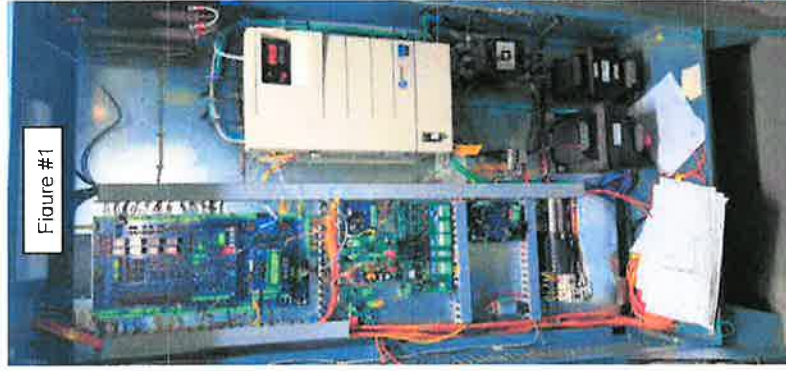


Figure #1

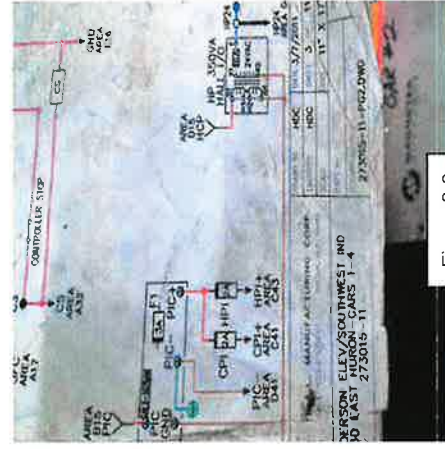


Figure 2-3



Figure #4-5

Figure #4-5 Controller # 2 Retract all controller wiring and place cover back in place. **Poor Condition.**

Figure #1 on the #3 showing a single controller#3 of which internal wiring and components are secure and reflects normal conditions of a typical controller onsite. Figure #2-3 shows schematics in Fair condition and Controller ID tag below in excellent condition.

Hoistway Roller Guides & Ride Quality

Figure #1 June 8, 2017



Figure #2 June 8, 2017

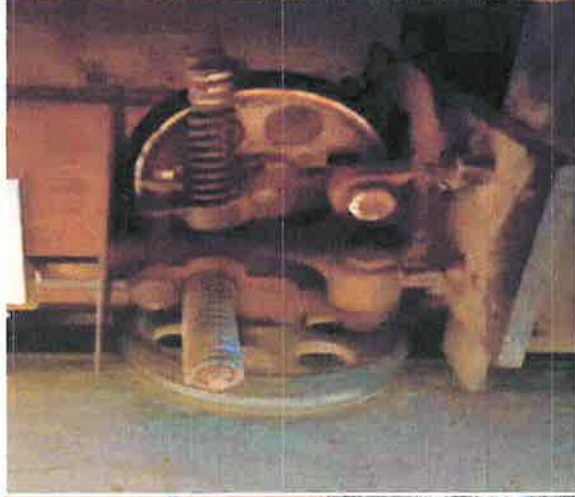


Figure #3 June 2, 2017

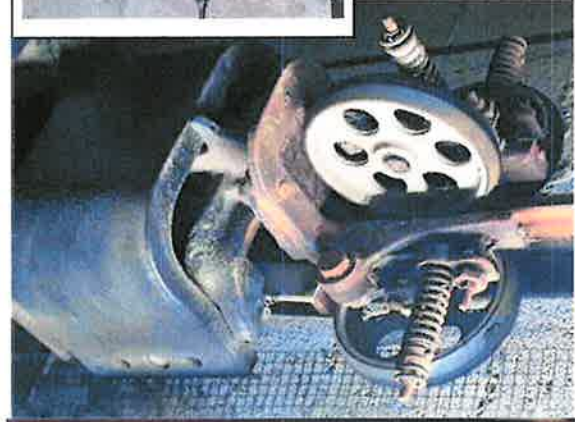


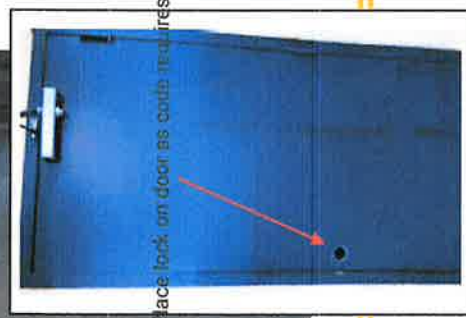
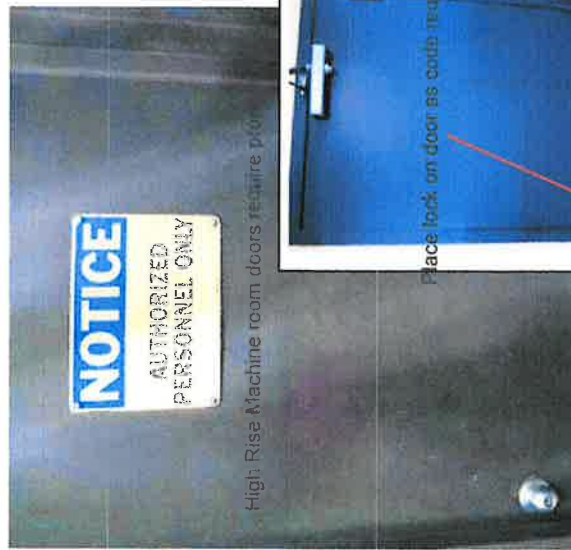
Figure #4



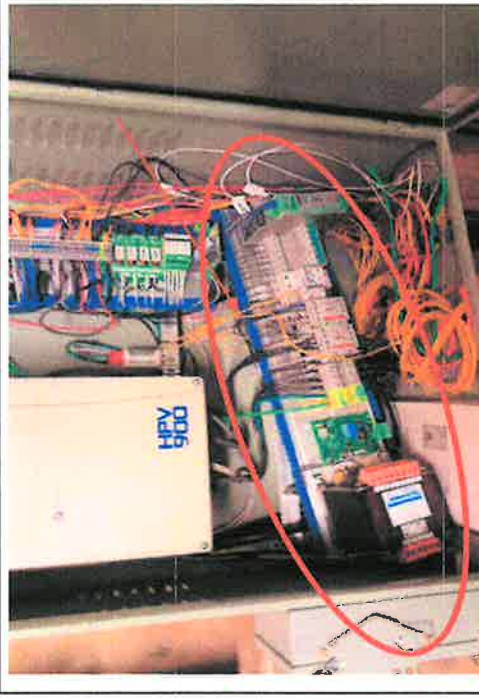
Figure #1-2 shows #1 car Top & Bottom (Figure #3) roller guides which are most likely the original "Roller Guides" brackets and some of the roller guides "wheels" themselves maybe original. During our initial inspection one of the first functions or performance areas that stood-out was "Ride Quality" because of the speed (700fpm) of the elevators, we anticipated and expect a quiet and smooth quality ride. We have documented each elevator being identical in ride quality in both the up and down directions with bumping, shaking and swaying in the hoistway and we find this as **"Poor Condition"**. We expect some unevenness in ride quality, but we believe the ride quality can be a result of bad aging Roller wheels or the wrong Roller Guides which can cause the car to have an uneven, bumpy and noisy ride. The current "Roller guide" are designated as 500fpm rollers, and so the replacement of these "Rollers Guides" will make a great impact on the ride quality. The roller guide wheels are consistent with all cars, some being in newer conditions than other, with uneven ware and flat rollers and the tension springs being original. However, the greater concern, is the Roller wheels not being rated for 700fpm as required. **Poor conditions-Contractor review for planned replacement.**

The in Figure #4 the counter weights have newer high speed "Roller Guide" rollers which deliver a greater performing and stable ride quality. The Counter Weight Roller guides show an "Elisco High speed Roller Guides with a hardened neoprene roller that have a 10-12 year life cycle if adjusted and maintained as described by the manufacture. The counter weight **"Roller guides"** are in excellent

Various Conditions found



#5 Car Condition & Summary Parking Garage



There are (4) four conditions that stood out during our cursory inspection of the garage elevator. In the machine room we found the journal & A frame seals on the machines leaking. Obviously someone placed a small "Rope Cleaner" mechanism cup to catch the excess gear oil from hitting the floor area. Also of a greater concern, we found the Smart Rise Controller "Mounting rail" with switch components, transformer mounted on it, tied up from falling out of the controller. This condition found, lacks concern about the equipment and it's operation and ignores our industries basic safety requirements by which our industry

In conclusion, the elevators appear to be intact and fully operational the Fire Service was tested and found to be working properly. There are 5 separate keys inside the Fire Service lock box (per code) found at the lobby floor on the Westside of the elevator bank. All of the hoistway doors are intact and functioning and smooth operating. All of the door lock equipment and rollers appear to have very little wear for being in operation for close to five years. **All (5) of the elevator emergency phones go to the front desk of the building lobby and answered by the doormen and are in good working order at the time of our inspection.** All of the car sills and hall sills are intact exception of the #1 car 21st floor sill mentioned in our report. The rising speed of all of the cars was measured and in the up direction was consistent with 698-700 Foot Per Minute (FPM) and in the down direction the same depending upon the length of the travel, of course shorter travel does not allow the car to reach top speeds. The car door closing pressure was measured and found to be within code compliance of 26 kinetic pounds of pressure (30lbs) is the maximum. All of the elevator Car operating panels (COP) were found to be in excellent condition although some buttons should be checked for LED replacements. The emergency lights and alarms were not tested by removing its power source 110VAC to the off position. We recommend the contractor verify these EM lights and Alarm work properly. All door edges or door sensors for entering and exiting are functioning properly. The door operators and door locks on #4 do require some cleaning and attention and all door restrictors seem to be intact and working at the time of our inspection.

We did not test the existing Automatic Transfer System (ATS) for emergency power. Access to the high-rise machine room is safe and reasonable. The lighting in the machine room is good and the main power source disconnects are secure and in good condition.

Both the consultant and the owners expect recommendations that make for a safe, reliable and functional elevator systems. The elevators conditions are functional and based on our recommendations for cleaning, replacing Cab "roller Guides", restoring equipment covers, re-tracking wires, replacing Motor Brushes, Commutator maintenance, conduit covers, ID equipment, machine room signage and locks to include performing V year testing asap, most other systems are in state of good operation.

All comments and recommendations can be backed up by the current elevator code by which this equipment has been installed and inspected A17.1 & A17.3. Any questions or concerns can be provided in writing for a response.

Phoenix Enterprises
Carl Talley, QEI C-4461



STATE OF ILLINOIS

OFFICE OF THE STATE FIRE MARSHAL DIVISION OF ELEVATOR SAFETY

James R. Thompson Center • 100 West Randolph St., Suite 4-600 • Chicago, IL 60601



ELEVATOR INSPECTION CO LICENSE NO. IL04169

Expiration Date (05/07/2018)

This is to certify that Phoenix Enterprises has met all the requirements
and is duly authorized to perform such work as set forth by the Elevator
Safety Review Board in this state under this license issued this day

05/07/2010.

Matt Perez
STATE FIRE MARSHAL

Robert Capuani
DIRECTOR OF ELEVATOR SAFETY



Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0443275368
Apr 05, 2010 LTR 147C
36-4328609

* CARL TALLEY
PHEONIX ENTERPRISES
PO BOX 5651
CHICAGO IL 60680-5651 517

Taxpayer Identification Number: 36-4328609

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of April 5th, 2010.

Your Identification Number (EIN) is [REDACTED]. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown.

Enclosed for you is a duplicate of the certificate.

STATE OF ILLINOIS, }
County of Cook

ss



DUPLICATE

Certificate No. D99080742

I, David D. Orr, County Clerk of the County of Cook, in the State of Illinois,
do hereby certify that PHOENIX ENTERPRISES

located at 1133 E 83RD STREET HSE in the city or village of CHICAGO
filed in my office on the 23RD day of NOVEMBER, 1999, a certificate in accordance
with the provisions of Chapter 805 ILCS 405/0.01 et seq., known as the Assumed Business Name Act.

Given under my hand and seal at my office in the City of Chicago,
this 6TH day of APRIL A. D. 2010

(SEAL)

David D. Orr

COUNTY CLERK

Carl Talley, QEI C-4461
1133 E. 83rd St Hse#151
Chicago, IL. 60619

Cell: 708.833.0044
Email:thinkvertical@hotmail.com

Professional Experience:

Phoenix Enterprises – Elevator Consultants/Inspectors

2010-Current

Title: Elevator Inspector/Consultant/Design
PO Box 6848
Chicago, IL 60680

Provide elevator industry consultation and 3rd party elevator inspections that insure public safety and performance of vertical transportation for both the user and those who repair. Provide written detailed recommendations for safety, service and compliance for building owners, managers and private insurers which insure the highest level of performance for vertical transportation.

Professional Elevator Services

2008-2010

Title: Sales Manager/Project Manager
1705 S. State St, Chicago, IL 60616

Review specifications and prepare proposals for new projects for new construction, modernization, service and maintenance based on adopted City and State code regulations. Supervise teams of elevator field personnel making repairs, maintaining and constructing of vertical transportation. In 2009 our company successfully managed our small team of individuals with positive growth resulting in increased client base.

Lift-Services, Inc.

2006-2008

Title: Sales/Project Manager/Owner
840 E. 87th Ste# 201A, Chicago, IL 60619

Performing as a Project Manager and understanding the growth and the need for accessibility as a salesperson our company focused primarily in ADA building projects. My job description was as follows:

- Review Specifications
- Procurement of equipment
- Surveying Equipment
- Proposal Development
- Customer Service
- Supervising installers in the field
- Quality Control Reviews

Phoenix Elevator Inc.

1997-2005

Job title: Sales/Project Manager
832 W. Superior, Chicago, IL. 60622

Having the direct responsibility for customer relations, direct sales and marketing of elevator products and related product services. I have had the experience and the opportunity to perform on design-build projects for our government customers such as the General Service Administration and the Veterans

Administration. Managed and supervised elevator field personnel in the process of elevator repairs, maintenance, service and the construction of vertical transportation.

Mid-American Elevator, Inc.

1988-1997

Job title: Project Manager

820 N. Wolcott, Chicago, IL 60622

As a Project Manager it was my responsibility to oversee and direct labor in all common field tasks related to the companies Vertical Transportation Projects. It was my responsibility to review specifications, conduct detailed field surveys and communicate company goals to customers, processed job details and quality control elevator for service, maintenance and modernization sales. I provided internal routine inspections at various Federal Buildings and City buildings as a Certified Elevator Inspector, which maintained a high level of equipment performance for our customers.

Carl Talley

1133 E. 83rd St. Hse#151

Chicago, IL. 60619

Cell: 708.833.0044

Email: thinkvertical@hotmail.com

Skills & Training:

As a candidate for this position I am capable in the task of Microsoft Word, Excel and Microsoft Project Manager. In addition to this, I have the ability to communicate verbally and in written form with excellent research aptitude, organizational and problem solving skills. Having membership in National Association of Elevator Safety Authorities International (NAESAI), I attained my certification as a QEI Certified Inspector and take the trade and the Vertical Transportation Industry serious and continue to strive for knowledge and understanding of the industry.

Equipment Experience:

Motion Control Engineering
Mid-American
Elevator Controls
Concord Elevator
Swift
Mitsubishi
PARK Plus-Car Parking Systems
Schindler Miconic
Dover/TKE

Global Tardiff (MRL)
EECO
Cemco Lift
Matot
Miprom
Federal Elevator
Manned Hoist Equipment

Licenses/Certifications:

National Association of Elevator Safety International (NAESAI)
Inspector

QEI Certified Elevator
C-4461

State of Illinois Fire Marshals Office

Elevator Inspector
#IL04156

Limited Elevator Mechanic
#IL03496 (Expired)

Professional Memberships:

NAESAI

The international membership is made up of elevator professionals with common interest in vertical transportation related to safety, new technology, existing equipment, equipment manufacturing standards and overall inspection.

Education:

DePaul University B.A Program
Washburne Trade School
Truman College

Management/Admin (No Degree)
Welding I & II/HVAC
Electrical Theory-
Schematic Reading

NAESAI:

Elevator Industry Training

Military Service:

United States Army
1979-1982

Battalion Commanders driver and
maintenance supply clerk driver



Professional Member

NAESA International

This is to certify that

Carl Talley

is qualified as a

CERTIFIED ELEVATOR INSPECTOR

Certification No.: **C-4461**
Effective: **08/07/2009**
Expiration: **06/30/2018**

Executive Director



Illinois Office of the State Fire Marshal
Elevator Safety Division

THIS IS TO CERTIFY THAT

Carl Talley

Elevator Inspector License

HAS MET ALL THE REQUIREMENTS AND IS DULY AUTHORIZED TO
PERFORM SUCH WORK AS SET FORTH BY THE ELEVATOR SAFETY
REVIEW BOARD IN THIS STATE.

License # IL04156

Expires: 03/17/2018


Matt Perez
STATE FIRE MARSHAL



QEI
NAESA

Professional Member

NAESA International

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Executive Director



Missouri Department of Public Safety
Division of Fire Safety
P.O. Box 844 Jefferson City, MO

Licensed Elevator Inspector

Name: Carl Taylor

Company: Phoenix Enterprises

License No: 270

Expires: 08/31/2018

Signature of Inspector:

Signature of Chief Inspector:

Larry Watson

BRYAN P. WADE, QEI

773-450-4365

E-mail: BRYANW361@GMAIL.COM

Qualifications Summary

Certified Qualified Elevator Inspector with 20 plus years of experience in the vertical transportation industry. Experienced in multiple areas in the elevator industry, including; installation, service, maintenance, and modernization of electric and hydraulic elevators, escalators, moving walks, dumbwaiters, platform lifts, wheelchair lifts, and stairway chair lifts. Assisted in the coordination and successful completion of construction and modernization projects on numerous commercial and residential developments.

Highlights of Expertise

- Qualified Elevator Inspector (QEI) certified and State of Illinois Licensed Inspector.
- Proficient with electrical, mechanical, and construction drawings. Performed troubleshooting and repair of a variety of complex elevator and escalator electrical control systems and machinery.
- Assisted in the development and implementation of maintenance procedures in the most cost effective manner while providing continued safety and reliability of elevator and escalator equipment, ensuring customer satisfaction.
- Performed acceptance and periodic elevator testing and inspections to meet Annual Inspection Certification (AIC) compliance. Corrected code violations and installed safety upgrades to ensure code compliance.

Professional Experience

Elevator Inspector

The Elevator Consultants

- Witness elevator and escalator inspections for Annual Inspection Certification compliance

June 2016 - Present
Chicago, IL

Mechanic

Professional Elevator Services

- Conduct and/or assist in performing acceptance inspections
- Performed annual Category 1 and Category 5 safety test
- Assist in modernization of elevator machinery and electronic controls
- Perform preventative maintenance and repair of existing elevator and escalator equipment

July 2014 - Present
Chicago, IL

Mechanic

Great Lakes Elevator Services

- Removed and upgraded existing elevator equipment
- Assisted in performing Category 5 safety test and annual inspections

Apr 2014 - July 2014
Chicago, IL

Mechanic

Otis Elevator Company

- Assisted in installation of new escalator equipment
- Participated in final adjustment and acceptance inspections

Oct 2013 - Apr 2014
Chicago, IL

Mechanic

Mitsubishi Electric Corporation

- Assisted in installation of new elevator and escalator equipment
- Participated in final adjustment and acceptance inspections
- Assisted in performing Category 1 and Category 5 safety test

Jun 2013 - Aug 2013
Jul 2008 - Oct 2008
Chicago, IL

Mechanic

Schindler Elevator Corporation

- Performed installation and modernization of elevator and escalator equipment
- Conducted acceptance inspections and periodic Category 1 and Category 5 safety test
- Performed maintenance and repair of elevator and escalator equipment

Mar 2007 - May 2008
Feb 2004 - Oct 2005
Jan 1995 - Sept 2002
Chicago, IL

Mechanic

Anderson Elevator Company

- Performed elevator modernization, service, and preventative maintenance
- Conducted acceptance inspections
- Performed periodic Category 1 and Category 5 safety test

Dec 2005 - Nov 2006
Chicago, IL

Apprentice

Elite Elevator Systems Inc., (Now Otis Elevator Company)

- Assisted in preventive maintenance and service duties
- Aided in new equipment installation
- Assisted in performing acceptance inspections

Oct 2002 - Feb 2004
Chicago, IL

Education, Certifications, and Memberships

Licensed Elevator Inspector, Illinois State Fire Marshall. License # IL05163

Qualified Elevator Inspector Certified. Certification # E000915

Licensed Elevator Mechanic, Illinois State Fire Marshall. License # IL03492

Licensed Real Estate Broker, State of Illinois. License # 475.147067

Qualified Elevator Inspector Training Fund, Columbia, MD: Completed Elevator Inspector Certification

National Elevator Industry Education Program, Chicago, IL: Completed Elevator Mechanic training

Olive Harvey College, Chicago, IL: Completed Emergency Medical Technician Certification

Member, National Association of Realtors

Member, International Union of Elevator Constructors Local Union #2, Chicago Ridge, IL

Qualified Elevator Inspector Training Fund

This is to certify that

Bryan Wade
is qualified as an

Elevator Inspector

Certification #: E000915
Effective Date: 9/19/2014
Expiration Date: 9/30/2017
MM HQ



CC Chair

Program Administrator

Signature of Inspector





Illinois Office of the State Fire Marshal
Elevator Safety Division
THIS IS TO CERTIFY THAT
Bryan Wade
Elevator Inspector License

HAS MET ALL THE REQUIREMENTS AND IS DULY AUTHORIZED TO
PERFORM SUCH WORK AS SET FORTH BY THE ELEVATOR SAFETY
REVIEW BOARD IN THIS STATE.

License # IL05163

Expires: 07/12/2018


NATHANIEL PEREZ
STATE FIRE MARSHAL

CERTIFICATIONS & SKILLS

OSHA Safety Certification

IDOT Certificate of
Documentation of Contract
Quantities

IDOT-Erosion & Sediment
Control

CTA Rail Training

Illinois Home Inspection

National Highway Institute
Certificate of Culvert Design

ISTHA – Proliance Project
Manager

E-Builder

AutoCAD & Micro Station

MS – Project

Tepac Traffic Analysis

Bachelors of Science – Civil-Structural Engineering

Substantial educational and 16 year professional background in buildings, transportation, and government agencies. The credentials of Ms. Thornton are well suited for the markets of buildings, transportation, commercial, private, and public construction.

CIVIL LIMIT Consulting, Construction/Project Manager

Chicago Heights, IL

- Marketing and business development for the growth and continued productivity of the company's relationships with current and prospective clients
- Prepare estimates, negotiate contracts with suppliers and subcontractors, procure materials, assure projects maintain schedule and budget.
- Multiple project coordination of information between field personnel, Owner/General Contractor, and engineer of record for commercial hydronic HVAC installations
- Tracked contract compliance. Assured timely submittal of documentation, request for information and address of related field issues.
- Prepare LEED documentation and resolved quality deficiencies on two school projects.

❖ *Cook County Forest Preserve – Trail & Camp Site*

Enhancement, Chicago, IL \$482 K

Rehabilitation Design of Three Camp Sites: Trail Side Museum, Caldwell Woods, River Trail

❖ *Walmart Super store, - Powers/Ujaama/A&H Mechanical,*

,Chicago, IL \$40 M

Large warehouse construction of a super store. HVAC installation and temperature controls.

- ❖ *Illinois Housing Development - Hancock House - A&H Mechanical, Chicago, IL \$4.5 M*
HVAC installations for 96 unit, seven story, senior living facility
- ❖ *Public Building Commission - Grand Crossing Library, Chicago, IL. \$4.3 M*
One of PBC first fully green, geothermal, radiant heat building projects.
- ❖ *Chicago Public Schools – Powell Elem & S. Shore H.S, G. Sollitt /Brown & Momen JV, Chicago, IL \$25M/52M*
- ❖ *Chicago Public Schools -Lee Hurley School , G. Sollitt/A&H Mechanical, Chicago, IL \$22M*
Hydronic radiant panel heat system designed for high efficiency with Building Automation Monitoring and Controls System.

Assistant CM/Office Engineer

STV Corp/American Surveying & Engineering, Chicago, IL

- Prepared Cost Estimates and documents for Change Order Work.
- Assist the RE in managing and documenting the project by entering documents into E-Builder and coordinating with other agencies.
- Quality Inspection for Contractor's work and progress per Contract Documents.

- ❖ *CTA Red Line Loyola Station, Chicago, IL \$5.7 M. – Station and balasted track reconstruction*

- ❖ **CTA Substations; Farwell, Armitage, Hill, Chicago, IL.,** *New construction of power house substations on Brown/Purple lines*

Cost Estimator/Civil Engineer

Infrastructure Engineering Inc., Chicago, IL

- As a Cost Estimator/Change Order Engineer functioned on the Authority's behalf for cost assurance for changes in the projects scope of work.
- Independent estimates were prepared using various cost data, guidelines and construction codes.
- Reviewed the Contractor's proposals for scope, validity of claims, price and time impacts as related to the contract.
- Documents were prepared to change the contract language, provide justification, assure that cost estimates and procedures complied with contract specifications and government guidelines.

- ❖ **Chicago Transit Authority's:** 192.5 million dollar, *Red Line Rehabilitation Project*

Project Manager –Site and Project Development

Soodan & Associates, Chicago, IL

- Managed and coordinated the work efforts of other engineers in the preparation of civil construction documents.
- Projects varied from site and transportation design to Phase I Studies and detention design.
- Clients requirements, aesthetic and financial needs were managed. Plans were drafted using Auto Cad or Micro Station as requested by the client.

- ❖ **Cta Blueline Rehabilitation,** Chicago, IL Inspected new station construction, various elevated structure foundations and structure supports for contractor's compliance. Prepared daily inspection reports and nonconformance reports as applicable to project specifications and approved submittals.
- ❖ **Chicago Public Schools,** Chicago, IL Managed and coordinated the work efforts of other engineers in the preparation of civil construction documents for six additions and six new Chicago Public School improvements.
- ❖ **79th Street Streetscape,** Chicago, IL Managed and coordinated work efforts of engineers, public utility agencies and sub-consultants, in the preparation of civil construction documents. The sites accident data and roadway geometry were analyzed and incorporated into the sidewalk replacement and landscape enhancement.
- ❖ **Regional Transit Authority, Chicago,** IL Prepared project reports for the Chicago Transit bus and rail system's construction, design and procurement projects. By means of interviewing with the various transit project managers, reviewing daily reports, and project

Assistant Resident Engineer- Construction Implementation

IDOT, Carbondale, IL

- Delegated daily work activities of interns, and technicians; composite of 30 miles.
- Management responsibilities included keeping daily project records, coordination and inspection of contractor's work activities.
- Actively surveyed and staked the project. Particularly responsible for the in-stream repair of a double barrel box culvert, sag corrections, and intersection reconstruction.

Assistant Design Engineer- Construction Development

IDOT, Carbondale, IL

- Illinois Department Of Transportation, IL Route 51; Designed various resurfacing, guardrail replacement, and roadway reconstruction projects. Designed complete erosion control plan for an 8 mile realignment section of IL-51 that consisted of cuts and fills in excess of 20 feet.

Engineer Technician- Bureau of Traffic Studies

IDOT, Carbondale, IL

- Surveyed district roads and structures for maintenance and monetary distribution.
- Set electronic and manual counts on district highways and interstates to insure proper design specifications, traffic signals and roadway markings.

- Collected and analyzed traffic data, coordinated information for roadway reconstruction and intersection design.

Cost Estimator/Civil Engineer

Cotter Consulting, Chicago, IL

- As a Cost Estimator/Change Order Engineer functioned on the Authority's behalf for cost assurance for changes in the projects scope of work.
- Independent estimates were prepared using various cost data, guidelines and construction codes.
- Reviewed the Contractor's proposals for scope, validity of claims, price and time impacts as related to the contract.
- Documents were prepared to change the contract language, provide justification, and assure that cost estimates and procedures complied with contract specifications and government guidelines.

❖ *Illinois State Toll Highway Authority project: 42.8 million dollar, Plaza 17 Devon Plaza Reconstruction, and \$23.7 million Plaza 19 River Road Plaza Reconstruction*

Cost & Quantities Engineer

Army Corp of Engineers, Olmsted, IL

- Construction management on the Army Corp of Engineer's -Olmsted Locks and Dam Project; a two chamber lock system on the Ohio River.
- Maintained cost and quantity/production profile for all concrete pours and embedded material.
- Also managed subcontractor's progress submittals and pay requests. Coordinated with the city for installation of Global Positioning Stations (GPS) and roadway access points to the sites

**Designers – Planners – Architectural Firms – Property Managers – General Contractor
Building Owners – Educational – Healthcare – Religious – Institutions**

PHOENIX ENTERPRISES (PE)

Vertical Transportation Professionals, Consultants & Inspectors

Custom Elevator Consulting

As our client, it is our service guarantee of providing the most advance information available, and historical yet practical understandings are applied to all current compliance guidelines, benchmarks established for the highest in elevator industry safety compliance at the time of installation, upgrade or repair.

Vertical Transportation Discipline:

The discipline of vertical transportation affords those who work in the field a respect for elevator safety for the general public, repairman and inspectors

Professional Elevator Inspections, Consulting & Witnessing Services:

- Hydraulic Elevators
- Traction Elevators
- Dumbwaiters
- Escalators and Moving Walks
- Wheelchair / Platform Lifts (Vertical and Inclined Wheelchair Lifts)
- Limited Use Limited Access (LULA) Elevators
- Residential (Home) Elevators
- Shipboard Elevators
- Material and Stage Lifts
- Construction Personnel & Material Hoists

PE is providing services in Illinois,

Ohio, Atlanta, Kentucky,

Indianapolis & Iowa

Phone: 800.609.4219

Elevatorconsultant4hire@gmail.com

**10 S. Riverside Plaza #1800
Chicago, IL 60606**

**Affordable-Reasonable-Achievable
Vision-Foresight**



PE Professional Elevator Inspection & Consulting Services provides project management for the modernization of high and mid-rise traction elevators to low-rise hydraulic elevators as well as other major elevator repairs, replacements and upgrades. Modernization consulting services include the following:

PE Professional Elevator Inspection & Consulting Services can provide elevator modernization and custom maintenance agreements tailored for specific elevators and projects to assist building owners, architects, government organizations, etc.

Professional Consultant Services:

Why should building owners and General Contractors seek the assistance of an experienced, professional elevator consultant for repairs, replacements, upgrades and/or modernization as well as advice on maintenance performance and agreements?

A professional elevator consultant can provide experienced objective services for the benefit of the building owner through the safe, proper and code compliant operation of the equipment.

Establishing project specifications and bid documents for major elevator repairs, replacements, upgrades and/or modernization as well as maintenance services will assure product quality and performance while providing the building owner with a competitive environment for contractors bidding on installations or services.

Project oversight by an experienced, professional elevator consultant provides the building owner or General Contractors with confidence to assure that the equipment will be installed or maintained within the highest standards in the industry and save money before the project starts.

The cost of an experienced, professional elevator consultant will be realized in project savings through the value of the overall expenditures and limit unnecessary, costly charges and/or change orders that occur during simple and complex projects.

There are other factors that justify the benefits of an elevator consultant. Please review the Elevator Questions for Building Owners & Managers section of our company website.

www.elevatorconsultant4hire.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER RBN & Associates, Inc. 303 East Wacker Dr Suite 1130 Chicago, IL 60601 Nick Hubbuch		approved jmaul, 11/14/17	CONTACT NAME:	
INSURED PE- Vertical & Phoenix Enterprises PO Box 6848 Chicago, IL 60680			PHONE (A/C, No, Ext): 312-856-9400	FAX (A/C, No): 312-856-9425
			E-MAIL ADDRESS:	
			INSURER(S) AFFORDING COVERAGE	
			INSURER A: Great American Insurance Co.	
			INSURER B: Technology Insurance Company	
			INSURER C: Illinois National Insurance Co	
			INSURER D:	
			INSURER E:	
			INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	MAC130322201	10/16/2017	10/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	MAC130322201	10/16/2017	10/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A	TARIL79914-02	06/17/2017	06/17/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liab		022176882 CLAIMS-MADE	02/26/2017	02/26/2018	Per Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Annual Inspections & Consulting

Chicago Housing Authority is endorsed as additional insured on the general and auto liability policies on a primary and non-contributory basis.

CERTIFICATE HOLDER

CANCELLATION

CH60EVA Chicago Housing Authority 60 E Van Buren Street Chicago, IL 60605	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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