

**CHICAGO HOUSING AUTHORITY**  
**IFB # 13-01211 SUPPLY AND DELIVERY OF TONER CARTRIDGES & SUPPLIES**

Department of Procurement and Contracts  
60 East Van Buren, 13<sup>th</sup> floor  
Chicago, Illinois 60605

**SPECIFICATIONS FOR BID**

Contact Person: Denise L. Whitten, Procurement Specialist at 312-913-7600

**BIDDER'S NAME, ADDRESS  
AND PHONE NUMBER:**

Warehouse Direct  
2901 S. Mt. Pleasant Rd  
Des Plaines, IL 60018  
847.631.7157

**Specifications for: Supply and Delivery of Toner Cartridges & Supplies**

**IFB 13-01211**  
**(Invitation for Bid)**

Release Date: September 20, 2013 Bid Opening: Wednesday, October 16, 2013 at 10:00 am - Local Time

**NOTE:** Vendors wishing to receive credit towards the Chicago Housing Authority's M/W/DBE Program via direct or indirect participation must note the following program changes.

**One (1) current certification** from CHA-approved certifying agencies must be submitted with the bid for each subcontractor or prime proposed to count towards the Chicago Housing Authority's M/W/DBE Program. The certifying agencies remain as follows:

City of Chicago

Cook County

Pace

Metra

Chicago Transit Authority

State of Illinois Central Management Services (CMS)

Small Business Administration

Chicago Minority Business Development Council (CMBDC)

Illinois Department of Transportation

Women's Business Development Center (WBDC)

If the certification applicant is the Prime Contractor and the awardee for this project, and the approved certification is not received when requested by the CHA, the Prime 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 Prime Contractor must submit a modified Utilization Plan that indicates utilization of another minority vendor who meets the above stated certification requirements.

**BID SUBMITTAL:** The Chicago Housing Authority (hereinafter "the CHA" or "the Authority") invites Bidders to submit sealed bids for the above described specification. Bidder shall:

- (a) Enter his/her firm's name in the space provided at the beginning of this Specification; and
- (b) Submit **THREE (3) COPIES: one (1) original and two (2) photocopies**, of the "Bid Submittal" forms (All Pages BF/1 through BF/12 and Attachment A). Each Page BF/8 through BF/10 and Page BF/12 **within each copy** shall bear an **original** (not photocopied) signature; and
- (c) Submit **ONE (1) original** of all required M/W/DBE documents; and
- (d) Submit **ONE (1) original** of all other required bid documents (see BF/11 enclosed Index of Documents); and
- (e) Acknowledge below receipt of any Addenda issued.

Sealed bids shall be delivered or mailed to the CHA's address listed above. The sealed envelope/package shall be marked with (1) the Bidder's Name and Address; (2) the Specification title and number, and (3) the

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bid opening date and time. **IMPORTANT: Do NOT staple, combine or punch holes in any submitted materials. Use binder clips or paper clips only to hold documents together. When submitting CHA and/or photocopied documents, print on one side only. All bids submitted and accepted become the property of the CHA.**

**WITHDRAWAL OF BIDS:** No bid shall be withdrawn for a period of one hundred twenty (120) calendar days after the opening of bids without the consent of the CHA.

**PREPARATION OF BIDS:**

- a) 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;
- b) The bid forms may require bidders to submit the bid prices for one or more items on various bases, including lump sum bidding, deductive alternate prices, or any combination thereof.
- c) 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
- d) Alternate bids will not be considered unless this solicitation authorizes the submission.

**FINANCIAL STATEMENT:** Upon request from the Contracting Officer, a copy of your firm's most recent audited financial or income tax statement must be submitted. The statement must have been performed within the last twelve (12) months. This information will remain confidential and may be used by authorized CHA personnel in determining your firm's financial capability to perform the required scope of service. Failure to submit the financial statements shall result in the bid package being deemed non-responsive.

**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

**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.

**ADDENDA:** The CHA reserves the right to issue Addenda to correct, modify and amend this Invitation for Bid. Bidders shall acknowledge receipt of all Addenda below.

**BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA:** Number \_\_\_\_\_  
Dated 10/1/13 \_\_\_\_\_

**PRE-BID MEETING:** A Pre-Bid Meeting will be held at Chicago Housing Authority at 60 East Van Buren, Chicago, IL 60605 at 10:00 a.m. (local time) on Friday, September 27, 2013. All prospective bidders are urged to attend. Non-attendance on the part of a bidder shall not relieve the bidder of any responsibility for adherence to any of the provisions of this bid package or any addenda thereto.

**QUESTIONS:** All technical questions regarding this solicitation must be submitted in writing. Telephonic, oral, or any other means of communication of relaying questions shall not be answered. If an answer is inadvertently or otherwise provided to a question other than as specified below, it is expressly understood that the answer is not binding in any way on the Authority. All questions during the bidding process should be faxed or emailed to:

Denise L. Whitten, Procurement Specialist  
Chicago Housing Authority  
Department of Procurement and Contracts  
60 E. Van Buren St., 13<sup>th</sup> Floor  
Chicago, IL 60605

Phone (312) 913-7600  
Fax (312) 913-7753  
Email [dwhitten@thecha.org](mailto:dwhitten@thecha.org)

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Questions regarding this solicitation should be submitted no later than 10:00 am (local time) on, Tuesday, October 1, 2013 to Denise L. Whitten, via fax at (312) 913-7753 or via e-mail at [dwhitten@chaha.org](mailto:dwhitten@chaha.org).

**BID OPENING:** No bids will be accepted after the date and time indicated above, 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 shall result in the bid being deemed non-responsive and rejected by the CHA for further consideration.

**BID SECURITY:**

☒ **Not Required**

Each individual bid must be accompanied by a bid bond in the amount of \_\_\_\_\_ of the total amount of bid submitted or a certified check in the same amount, payable to the "Chicago Housing Authority", hereinafter called the "CHA". If the bid and bid security have not been received by the CHA prior to the time of the bid opening, the bid will not be considered. Checks from unsuccessful bidders will be returned as soon as practicable after the opening of bids.

**PRE-AWARD MEETING:** The CHA reserves the right to conduct a Pre-Award Meeting with the Bidders, to determine if the Bidder is a responsible party as described and required by Federal Law. This survey may include a visit to the Bidder's facilities, and examination of the following: the Bidder's facilities; past performance on other CHA and State/local government agencies contracts; capacity to perform the terms and conditions of the contract; on-hand equipment; current employee depth and capabilities; financial records and resources/capabilities; any other area or aspect of the Bidders integrity, operations and/or capability that will assist the CHA in making a determination of responsibility.

**AWARD: Contract Award-Sealed Bidding**

- 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 items and prices which are significantly overstated in relation to cost for other items, and 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 contractors ineligible to receive awards from the Authority or the United States, as furnished by HUD.

**SINGLE OR MULTIPLE AWARDS:**

☒ The CHA may elect to award a single contract or multiple contracts for the same work or services to two or more contractors/vendors under this solicitation.

**COOPERATIVE PURCHASING:**

From time to time, the CHA, other "governmental units" (see 30 ILCS 525/1) (hereinafter, "Sister Agencies"), and CHA contracted Property Management Companies (Attachment B) may enter into cooperative purchasing agreements for the procurement or use of common goods and services whereby one Sister Agency or Property Manager conducts a competitive procurement and another or several other Sister Agencies or Property Managers enter into separate and distinct contracts with the Selected Respondent. The Sister Agency(ies) or Property Manager(s) issue purchase orders/delivery orders, process invoices and make payments under separate contracts with the Selected Respondent, to the extent each Sister Agency or

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Property Manager is authorized to do so. Sister Agencies or Property Managers intending to utilize a competitively solicited CHA Contract must notify the CHA's Contracting Officer of the intended participation and identify the contract. The credit or liability of each Sister Agency or Property Manager shall remain separate and distinct. The following Sister Agencies are contemplated by this provision: The City of Chicago; The Chicago Park District; The Chicago Public Schools; The Chicago Board of Education; The City Colleges of Chicago; The Chicago Transit Authority; The Chicago Board of Elections; The Metropolitan Fair & Exposition Authority; McCormick Place; The Municipal Courts of Chicago; and The Public Building Commission. Attachment B indicates all current CHA contracted Property Management Companies and are also contemplated by this provision. Attachment B may be modified to include additional companies during the term of this agreement.

**PERFORMANCE AND PAYMENT BOND:**

☒ Not Required

☐ Upon award of the contract, the Contractor must provide and pay for an acceptable Performance Bond in the amount of 100% of the contract price or separate acceptable Performance and Payment Bonds each in the amount of 50% or more of the contract price. The surety must be a guaranty or surety company which appears on the U. S. Treasury Circular No. 570 published annually in the Federal Register. Assistance in securing the Performance and Payment Bond is available through the Small Business Administration, which encourages Minority Business Enterprises. The CHA shall not be responsible for the cost of the Performance and Payment Bond.

**W-9 SUBMITTAL:** Upon award of the contract by the CHA, the Contractor shall provide a copy of its Request for Taxpayer Number and Certification (W-9) at the time and date specified by the CHA.

**TAX:** This bid shall not include charges for the Illinois Retailers' Occupational Tax (so called "Sales Tax") on direct sales to CHA or on any material incorporated into or becoming part of the work; federal excise taxes; or federal transportation taxes or federal transportation taxes. The CHA will provide all contract awardees with a tax Exemption Certificate.

**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.

**TYPE OF CONTRACT:** The CHA contemplates award of a Requirements contracts resulting from this solicitation. 'Estimated Quantities' as shown in Attachment A are for canvassing purposes only.

**TIME FOR PERFORMANCE:** Services to be rendered under this Contract shall start from the date set forth in the Notice to Proceed to be issued by the CHA subsequent to contract execution and will be for a base period of two (2) years with two (1) one-year options.

**TERM OF CONTRACT:** The term of the contract(s) to be awarded shall be for a (2) two-year base period with (2) two (1) one-year options. Each award may be subject to HUD approval.

No Awards may be made to a contractor or firm that is on the list of contractors ineligible to receive awards from CHA or the United States, as furnished by HUD.

**CONTRACT DOCUMENTS.**

The Contract Documents, which forms the Contract between parties (the "Contract"), include the terms and conditions contained within each task order; all written modifications, amendments and change orders to this Contract; all Specification Bid Form pages (pages BF/1 through BF/12 and Attachment A) when accepted by the CHA: "Special Conditions"; "HUD General Conditions for Construction (Form 5370)" or "HUD General Contract Conditions for Non-Construction (Form 5370-C)" (as applicable); the "Work Schedule" as defined in paragraph 6 of HUD General Conditions for Construction and as amended from time to time pursuant to paragraph 6 (if applicable); the "Instructions to Bidders (form HUD-5369)" or "Instructions to Offerors Non-Construction (form HUD-5369-B)" (as applicable); 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



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assurances of completion (if applicable); "Technical Specifications"; drawings, if any; Contractor's Affidavit or any other affidavits, certifications or representations Contractor is required to execute under the Contract with the CHA; MBE/WBE/DBE 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 CHA or Bidder are a part of the contract unless expressly stated therein.

**Basis of Award:** 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.

**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-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 required the 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 check 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.

**INSURANCE:** The Contractor shall furnish the Chicago Housing Authority (CHA) with satisfactory evidence (subject to approval from the CHA) that it has the following insurance coverage:

- (a) **Worker's Compensation and Occupational Disease Insurance** in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer's Liability, Coverage B, in an amount of not less than \$500,000/\$500,000/\$500,000.
- (b) **Commercial Liability Insurance Written on an Occurrence Form (Primary) and Umbrella Liability (Excess).** Commercial Liability Insurance provided is to have limits of not less than One Million Dollars (\$1,000,000) per occurrence with an Aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal and Advertising Injury, and will also cover injury to Respondent's officers, employees, agents, subcontractors, invitees and guests and their personal property.

The CHA is to be endorsed as an additional insured on the Respondent's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

- (c) **Automobile Liability Insurance** When any motor vehicles (owned, non-owned and hired) are used in connection with the services to be performed, the Respondent shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence CSL, for Bodily Injury and Property Damage.

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**The CHA is to be endorsed as an additional insured on the Respondent's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.**

**4. Excess Liability**

**Excess liability coverage, if applicable, is to follow form of the Primary Insurance requirements outlined above.**

**B. Related Requirements**

**The Contractor shall furnish the CHA, Department of Procurement and Contracts, 60 E. Van Buren, 13<sup>th</sup> Floor., Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of the Contract via an email to the CHA Procurement Specialist, preferably in a Readable PDF format. In addition, copies of the endorsement(s) adding the CHA to Contractor's policy as an additional insured are required. The required documentation must be received prior to the Contractor commencing work under this Agreement. Renewal Certificate of Insurance, or such similar evidence, is to be emailed to [certs@thecha.org](mailto:certs@thecha.org) prior to expiration or renewal date occurring during the term of this Agreement or extensions thereof. The Contract number and/or Project Name must be indicated on the Certificate of Insurance. At the CHA's option, non-compliance will result in (1) all payments due the Contractor being withheld until the Contractor has complied with the Agreement; or (2) the Contractor will be assessed Five Hundred Dollars (\$500.00) for every day of non-compliance; or (3) the Contractor will be immediately removed from the premises and the Agreement will be terminated for default. The receipt of any certificates does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.**

**THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRACTOR COMMENCING WORK AT THE DESIGNATED CHA LOCATION.**

**If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. The Contractor shall maintain coverage for the duration of the Agreement. Any extended reporting period premium (tail coverage) shall be paid by the Contractor. The Contractor shall provide to the CHA, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the Contractor shall provide the CHA a thirty (30) day notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non renewal.**

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

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

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**REQUIREMENTS:** Approved Respondent shall provide CHA with the following:

- Free Delivery to dock located at 60 East Van Buren
- Next day delivery (24 hours from placing order)
- Dedicated customer service representative assigned to CHA's account
- Returns and exchanges must be picked up within 48 hours
- Credit must follow (within 7 business days)
- Internet Capable-Free of charge
  1. All orders on this contract are to be processed on-line.
  2. Approval process required on all orders on line by a department Manager.
  3. Supplier to provide all training support to CHA users on an as needed basis.
  4. Supplier to provide dedicated representative for on-line assistance during business hours.
  5. Supplier to notify the CHA on daily basis of any orders on hold by email or telephone call.
  6. Report generation capability by Cost Centers.
  7. Full catalog available on line.
- Inside Delivery shall be at the following locations:

Chicago Housing Authority  
60 East Van Buren  
Chicago, Illinois 60605

Family Investment Center  
4859 South Wabash  
Chicago, Illinois 60615

**VENDOR IS TO PROVIDE 5 COPIES OF THEIR CATALOG WITH BIDS**

The work to be performed under this contract shall include all work under the Special Conditions.

Bid Submitted by: [Signature] of W424450 Direct  
(Signature) (Contractor's Name)

Date: 10/14/13 Phone Number 847. 631- 7153

**Failure to sign Page(s) BF/7 may result in the entire bid package being deemed non-responsive.**

**CHICAGO HOUSING AUTHORITY  
IFB # 13-01211 SUPPLY AND DELIVERY OF TONER CARTRIDGES & SUPPLIES**

In conformance with the terms and conditions of the Contract Documents, the undersigned, having familiarized him(her)self with local conditions and said Contract Documents, hereby proposes, offers, and agrees, if this bid is accepted within 120 calendar days from the date of bid opening to do all things necessary to fully perform and satisfy all terms, conditions, and requirements of the said Contract Documents, for and at the price or prices indicated below.

**Basis of Award for Toner Cartridges & Supplies:** The criteria for selection of the responsive and responsible firm(s) will be based on the firm(s) offering the lowest total price, in the CHA's determination.

The CHA reserves the right to award one or more contract(s) or to reject any or all bids when the best interest of the CHA will be served thereby.

**SUPPLY & DELIVERY OF TONER CARTRIDGES  
TO THE CHICAGO HOUSING AUTHORITY  
IFB NO. 13-01211  
TWO (2) YEAR BASE TERM PRICING – HP PRODUCTS**

**BASED PERIOD: 2-YEAR FROM DATE OF NOTICE-TO-PROCEED:**

**Total Price:** \$ 77,301<sup>00</sup>  
(Calculated from the Bid Tabulation Form – Attachment A)

The CHA may, on occasion, purchase items not listed in Attachment A. Provide a percent discount.

**Toner Cartridge Percentage Discount from current Vendor Catalog** % 30

**Terms:** F.O.B Destination 60 East Van Buren and 4859 South Wabash

**Bid Submitted by:**

(Signature)

of

(Contractor's Name)

Date:

W. G. Chawala, Inc. 12/14/13

**Failure to sign Page(s) BF/8 may result in the entire bid package being deemed non-responsive.**

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**IFB # 13-01211 SUPPLY AND DELIVERY OF TONER CARTRIDGES & SUPPLIES**

In conformance with the terms and conditions of the Contract Documents, the undersigned, having familiarized him/herself with local conditions and said Contract Documents, hereby proposes, offers, and agrees, if this bid is accepted within 120 calendar days from the date of bid opening to do all things necessary to fully perform and satisfy all terms, conditions, and requirements of the said Contract Documents, for and at the price or prices indicated below.

**Basis of Award for Office Supplies:** The criteria for selection of the responsive and responsible firm(s) will be based on the firm(s) offering the lowest total price, in the CHA's determination.

The CHA reserves the right to select any or all bids in each of the groups. A contractor may select to bid on one or more groups. The CHA reserves the right to award one or more contract(s) or to reject any or all bids when the best interest of the CHA will be served thereby.

**SUPPLY & DELIVERY OF TONER CARTRIDGES  
TO THE CHICAGO HOUSING AUTHORITY  
IFB NO. 13-01211  
OPTION YEAR ONE PRICING – HP PRODUCTS**

Total Price: \$ 83574<sup>4</sup>  
(Calculated from the Bid Tabulation Form – Attachment A)

The CHA may, on occasion, purchase items not listed in Attachment A. Provide a percent discount.

Toner Cartridge Percentage Discount from current Vendor Catalog % 37

Terms: F.O.B Destination 80 East Van Buren and 4859 South Wabash

Bid Submitted by: [Signature] of Waghabee Nickel Date: 10/14/13  
(Signature) (Contractor's Name)

**Failure to sign Page(s) BF/9 may result in the entire bid package being deemed non-responsive.**

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In conformance with the terms and conditions of the Contract Documents, the undersigned, having familiarized him/herself with local conditions and said Contract Documents, hereby proposes, offers, and agrees, if this bid is accepted within 120 calendar days from the date of bid opening to do all things necessary to fully perform and satisfy all terms, conditions, and requirements of the said Contract Documents, for and at the price or prices indicated below.

**Basis of Award for Office Supplies:** The criteria for selection of the responsive and responsible firm(s) will be based on the firm(s) offering the lowest total price, in the CHA's determination.

The CHA reserves the right to select any or all bids in each of the groups. A contractor may select to bid on one or more groups. The CHA reserves the right to award one or more contract(s) or to reject any or all bids when the best interest of the CHA will be served thereby.

**SUPPLY & DELIVERY OF TONER CARTRIDGES  
TO THE CHICAGO HOUSING AUTHORITY  
IFB NO. 13-01211  
OPTION YEAR TWO PRICING – HP PRODUCTS**

**Total Price: \$** 88,779<sup>00</sup>  
(Calculated from the Bid Tabulation Form – Attachment A)

The CHA may, on occasion, purchase items not listed in Attachment A. Provide a percent discount.

Toner Cartridge Percentage Discount from current Vendor Catalog % 30

Terms: F.O.B Destination 60 East Van Buren and 4859 South Wabash

Bid Submitted by: \_\_\_\_\_ of Waggoner Inc Date: 11/14/13  
(Signature) (Contractor's Name)

**Failure to sign Page(s) BF/10 may result in the entire bid package being deemed non-responsive.**



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In conformance with the terms and conditions of the Contract Documents, the undersigned, having familiarized him/herself with local conditions and said Contract Documents, hereby proposes, offers, and agrees, if this bid is accepted within 120 calendar days from the date of bid opening to do all things necessary to fully perform and satisfy all terms, conditions, and requirements of the said Contract Documents, for and at the price or prices indicated below.

**Basis of Award for Office Supplies:** The criteria for selection of the responsive and responsible firm(s) will be based on the firm(s) offering the lowest total price, in the CHA's determination.

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**SUPPLY & DELIVERY OF TONER CARTRIDGES  
TO THE CHICAGO HOUSING AUTHORITY  
IFB NO. 13-01211  
TWO (2) YEAR BASE TERM PRICING – ALTERNATIVE PRODUCTS**

**Total Price:** \$ 42,839.00  
(Calculated from the Bid Tabulation Form – Attachment A)

The CHA may, on occasion, purchase items not listed in Attachment A. Provide a percent discount.

**Toner Cartridge Percentage Discount from current Vendor Catalog** % 40

**Terms:** F.O.B Destination 60 East Van Buren and 4859 South Wabash

**Bid Submitted by:** [Signature] of Warehouse Direct **Date:** 10/14/13  
(Signature) (Contractor's Name)

**Failure to sign Page(s) BF/11 may result in the entire bid package being deemed non-responsive**

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In conformance with the terms and conditions of the Contract Documents, the undersigned, having familiarized him/herself with local conditions and said Contract Documents, hereby proposes, offers, and agrees, if this bid is accepted within 120 calendar days from the date of bid opening to do all things necessary to fully perform and satisfy all terms, conditions, and requirements of the said Contract Documents, for and at the price or prices indicated below.

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The CHA reserves the right to select any or all bids in each of the groups. A contractor may select to bid on one or more groups. The CHA reserves the right to award one or more contract(s) or to reject any or all bids when the best interest of the CHA will be served thereby.

**SUPPLY & DELIVERY OF TONER CARTRIDGES  
TO THE CHICAGO HOUSING AUTHORITY  
IFB NO. 13-01211  
OPTION YEAR ONE - ALTERNATIVE PRODUCTS**

9  
45,707<sup>1</sup>

**Total Price: \$** \_\_\_\_\_  
(Calculated from the Bid Tabulation Form - Attachment A)

The CHA may, on occasion, purchase items not listed in Attachment A. Provide a percent discount.

**Toner Cartridge Percentage Discount from current Vendor Catalog** % 41

Terms: F.O.B Destination 60 East Van Buren and 4859 South Wabash

Bid Submitted by: [Signature] of Wachman Direct Date: 10/14/13  
(Signature) (Contractor's Name)

**Failure to sign Page(s) BF/12 may result in the entire bid package being deemed non-responsive**

**CHICAGO HOUSING AUTHORITY**  
**IFB # 13-01211 SUPPLY AND DELIVERY OF TONER CARTRIDGES & SUPPLIES**

In conformance with the terms and conditions of the Contract Documents, the undersigned, having familiarized him/herself with local conditions and said Contract Documents, hereby proposes, offers, and agrees, if this bid is accepted within 120 calendar days from the date of bid opening to do all things necessary to fully perform and satisfy all terms, conditions, and requirements of the said Contract Documents, for and at the price or prices indicated below.

**Basis of Award for Office Supplies:** The criteria for selection of the responsive and responsible firm(s) will be based on the firm(s) offering the lowest total price, in the CHA's determination.

The CHA reserves the right to select any or all bids in each of the groups. A contractor may select to bid on one or more groups. The CHA reserves the right to award one or more contract(s) or to reject any or all bids when the best interest of the CHA will be served thereby.

**SUPPLY & DELIVERY OF TONER CARTRIDGES  
TO THE CHICAGO HOUSING AUTHORITY  
IFB NO. 13-01211  
OPTION YEAR TWO - ALTERNATIVE PRODUCTS**

**Total Price: \$** 48,934.45  
(Calculated from the Bid Tabulation Form - Attachment A)

The CHA may, on occasion, purchase items not listed in Attachment A. Provide a percent discount.

**Toner Cartridge Percentage Discount from current Vendor Catalog** % 41

Terms: F.O.B Destination 60 East Van Buren and 4859 South Wabash

Bid Submitted by: [Signature] of Michael D. [Signature] Date: 12/14/13  
(Signature) (Contractor's Name)

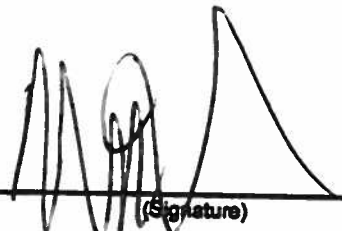
**Failure to sign Page(s) BF/13 may result in the entire bid package being deemed non-responsive**

**CHICAGO HOUSING AUTHORITY**  
**IFB # 13-01211 SUPPLY AND DELIVERY OF TONER CARTRIDGES & SUPPLIES**

**ACKNOWLEDGMENT OF BID DOCUMENTS AND INSTRUCTIONS:** The Bidder acknowledges, by signing page BF/11, 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, as indicated below.

Execute and submit with Bid	Notarize	Document
✓		Invitation for Bid (Pages BF/1 through BF/15)
✓		Special Conditions (SC Pages)
✓		Bid Tabulation Form (Attachment A)
✓		Insurance Requirements
✓		Contract Compliance Requirements
✓		Contract Compliance Affidavit
✓	✓	Schedule A - MBE/WBE Utilization Plan
✓		Schedule C - MBE/WBE - Letter of Intent
		CHA's Ethics Policy
✓		Statement of Bidder's Qualifications
✓		Subcontractor Information Submittal
✓	✓	Contractor's Affidavit
✓		Contractor's Financial/Income Tax Statement
✓		Instructions to Bidders for Contracts (HUD 5369)
✓		Representations, Certifications, and Other Statements of Bidders (HUD 5369-A)
✓		Instructions to Offerors Non-Construction (HUD 5369-B)
✓		Certifications and Representations of Offerors Non-Construction Contract (HUD 5369-C)
✓		General Conditions for Non-Construction Contracts (HUD 5370-C)
✓		Equal Employment Opportunity Compliance Certificate

\* These documents are made available through the CHA's website, [www.thecha.org](http://www.thecha.org)

  
 \_\_\_\_\_  
 (Signature)  
 Markhouse MAC  
 \_\_\_\_\_  
 (Print Name)

Markhouse MAC  
 \_\_\_\_\_  
 (Contractor's Name)  
 Acct. Exec  
 \_\_\_\_\_  
 (Title)  
 10/14/13  
 \_\_\_\_\_  
 (Date)

CHICAGO HOUSING AUTHORITY  
IFB # 13-01211 SUPPLY AND DELIVERY OF TONER CARTRIDGES & SUPPLIES

**ALL BIDDERS MUST COMPLETE THE TOP SECTION OF THIS PAGE**

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 Page BF/15 must be submitted in triplicate and each page 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.

Warehouse Direct

(Contractor's Name)

X By:

Kerth Johnson

(Signature)

(Printed or Typed Name)

Title:

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

Address:

2401 S. Mt. Prospect Rd

City, State, Zip:

Des Plaines IL 60018

Telephone No.:

(847) 631-7153

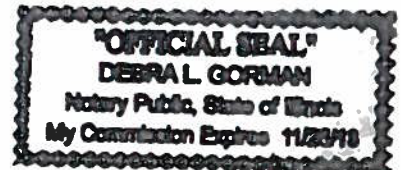
Taxpayer ID. No.:

[REDACTED]

Subscribed and sworn to before me  
this 11 day

of October, 20 13  
My Commission Expires:

Debra L Gorman  
(Notary Public)  
(SEAL)



Date Signed By Contractor: 11/11/13

Award

100266

(Vendor Code)

11419

(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 Eighty Thousand Dollars and Zero Cents \*\*\*\*\* (\$180,000.00\*\*) 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 insure that the scope of work is completed within this not-to-exceed amount.

The Term of this Contract is Two Years - March 1, 2014 through February 29, 2016.  
The "Notice to Proceed" will be issued as a separate document upon submission of all required documents.

CHICAGO HOUSING AUTHORITY

By:

Linda Riley Mitchell  
Linda Riley Mitchell

Date Signed:

3/11/14

Title: Chief Financial and Administrative Offi  
Chicago Housing Authority  
60 East Van Buren Street  
Chicago, Illinois 60605-1207

## **SPECIAL CONDITIONS**

### **Specification Number 13-01211**

**Scope:** Supply and delivery of toner cartridges & supplies. It is the intent of these conditions to specify the terms for bid acceptance and document submittal. Failure to comply with all terms and submittal of documentation for this Invitation to Bid will result in a declaration of non-responsiveness. Failure to comply with all packaging, marking and document requirements will result in refusal of shipment or delays in payment.

The Awardees shall provide all equipment, fuel, labor, materials, transportation, trucks, vehicles, and/any all other services necessary to supply and deliver the toner cartridges and supplies to the Chicago Housing Authority in accordance with the terms and conditions of this specification. Additionally, the Awardee will provide products of the highest and best quality that are competitively priced and delivered in a timely manner. Finally, the Awardee must have experience and an established, credible reputation for servicing large volume location customers on a just-in-time basis.

#### **Intention**

As part of the CHA's efforts to become greener and more environmentally friendly, the CHA is looking for a supplier who has a toner cartridge recycling service.

#### **Catalogs**

Five (5) copies of a current year catalog must be provided to the CHA at the time of bid. Failure to do so may result in the bid being deemed non-responsive. Contractor must provide updated copies of their catalog as they become available.

#### **Inventory Lead Time**

The Awardee must maintain an inventory of sufficient diversity and quantity to ensure the delivery of Toner Supplies ordered by the CHA within twenty-four (24) hours after receipt of the CHA's order. Awardee must be able to provide on-line ordering.

The Awardee's repeated failures to meet the above stated delivery requirements may be used by the CHA as grounds for the termination of the contract, and may further affect the Awardee's eligibility for future contract awards.

#### **Backorders**

The Awardee must notify the CHA during the ordering process when a toner cartridges or supply Order is on back order. Electronic or written notification of anticipated ship date must be sent to the CHA for any back orders that cannot be filled within 10 calendar days.

#### **Returns and Restocking**

The Awardee must pick up any defective or rejected merchandise to be returned to the Awardee within 48 hours of notification. The CHA will not pay restocking fees for returned toner cartridges and supplies. The Awardee must replace the material or issue a credit within seven (7) calendar days of the return. If a credit is not received within seven (7) business days, the CHA will deduct the amount of the return from any outstanding invoices at the end of the month or time of payment.

#### **Mis-shipments**

The Awardee will be responsible for any incorrect shipments or damaged shipments from their supplier. The Awardee must make arrangements with their common carrier or company personnel to pick-up unacceptable toner cartridges and supplies, upon notification by the CHA. The correct order request will be completed at no charge to the CHA. The CHA is not subject to restocking fees.



### Price Discounts

The Bidder must provide the CHA with a percentage discount for items not listed on the bid tabulation from a current published price list. The Awardee is responsible for providing the CHA revised product lists and catalogs.

The CHA reserves the right to review discount structure at the end of the initial two (2) year term of the contract and, modify the same if such is in the best interest of the CHA.

### Core Items

The core items below represent the most requested toner supplies ordered by the CHA over the past year. The Awardee will provide all Core Items identified below.

### Modification of Core Item List

Every 12 months after the contract award date, the Awardee will conduct a review with the CHA to examine the items purchased from the Non-Core items. Following each review, the CHA may request that the Non-Core items be moved from the non-core List to the Core Items List. Prices for items moved to the Core List will be established by the Awardee, with the approval of the CHA, at prices that are less than the prices established by the Non-Core List at the quoted Core List Prices.

### Non-Core Items

Non-Core Items represent toner supplies that are not ordered on a frequent basis or that do not have the large total dollar expenditure. This list excludes items listed on the Core Items List and the Restricted Items List.

### Restricted Items

The Director of Purchasing and Contracts reserves the right to restrict the purchases of any product or group of products contained within the supply product catalog. Additionally, the Director of Purchasing and Contracts further reserves the right to lift restrictions or make changes to the restricted item list at any time, when it is deemed to be in the best interest of the CHA.

Items that may not be purchased by the CHA under this contract include but are not limited to the following:

Office Supplies, Coffee Makers/Coffee Supplies, Snacks, Radios, Electrical Supplies, Furniture, Copy, Designed and Colored Paper, Air Cleaners, Computer Equipment, Audio Visual, TV/DVDs, Cups, Table Setting, Microwaves, Kitchen Cleaners, Janitorial Supplies, Cameras & Film, Brief Cases, Printers, Lamps and Light Bulbs, Telephones and Related Equipment, Boards, Greeting Cards, Clocks, Mailing Envelopes, Fans, Heaters, Humidifiers, Mailroom and Shipping Supplies, Electronic Organizers, First Aid Kits, Tools, Waste Containers and Liners, Fountain Pens, Label Makers, Safety and Security Products/Signage.

2. **Delivery:** Supplies shall be delivered on an as-needed basis within 24 hours of the date of purchase order, **FOB DESTINATION**. Purchase Orders will be issued; no delivery shall be made against this contract except upon receipt of a purchase order. Deliveries must be in accordance with the terms of each Purchase Order.
3. **Contract Terms:** The anticipated term of this contract is for a period of two (2) years from the execution date or until the not-to-exceed amount is exhausted, whichever comes first. The actual value of the contract(s) shall be determined by the total extended price for each line item. CHA may extend the term of this contract for two (2) additional one-year periods, prior to the expiration date of the original contract and upon written notice from the Authority to the Contractor, and the Contractor's written acceptance.
4. **Packaging:** Materials shall be placed in substantial commercial containers (200 lb test corrugated cartons, greyford, or crated) of the type, size and kind commonly used for the purpose.

5. **Packing Lists and Invoices:** The Contractor shall provide a detailed packing list and invoices for each shipment. Each packing slip and invoice shall include the following information:
- A. The complete Contract Release Number.
  - B. The quantity of each item shipped.
  - C. A brief description for each line item shipped.

In addition, all invoices must clearly show a unit price and an extended total for each line item.

All billing errors and payment concerns must be presented in writing within ninety (90) days of the date of the invoice.

Billing errors should be addressed to the Director of Purchasing and Contracts, and payment concerns are to be addressed to the Manager of Accounts Payable. If proper notice is not received by the CHA within this specified time frame, the CHA shall not be responsible for any additional charges or adjustments.

**Original Invoices must be sent to:**  
**Chicago Housing Authority**  
**ATTN: Accounts Payable**  
**60 E. Van Buren Street**  
**Chicago, IL 60605**

6. **Guarantees/Warranties:** All work furnished under this Contract shall be guaranteed against defective materials and workmanship, improper performance and noncompliance with the Contract Documents for a period of not less than three (3) years for workmanship and the manufacturer's standard warranties for materials following the date of final acceptance of the work under this Contract, except as otherwise specified in other parts of the Contract Documents or within such longer periods of time as may be prescribed by law. (See specific guarantee/warranty requirements as they are contained in the Technical Specifications).

During the guarantee period, the Contractor shall repair and replace, at their own expense when so ordered by the Contracting Officer, all work that may develop defects, whether these defects may be inherent in the equipment or materials, in the functioning of the pieces of equipment or in the functioning and operation of pieces of equipment operating together as a functional unit. Any equipment or material which is repaired or replaced shall have the guarantee period extended from the date of last repair or replacement. Unless excluded or otherwise modified, the Contractor warrants that any equipment or materials installed under this Contract shall be merchantable and fit for a particular purpose.

7. **Payment Terms:** The Contractor may submit a payment request for goods accepted by the CHA. The CHA will use its best efforts to approve and tender payment in full on the requested amount within 30 days.

8. **Changes:**

- (a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes-
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) In the Authority-furnished facilities, equipment, materials, services, or site; or
  - (4) Directing acceleration in the performance of the work.

- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of proposals, unless this period is extended by the Authority. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.
- (f) No proposal by the Contractor for any equitable adjustment shall be allowed if inserted after final payment under this contract.

9. **Assignment of Claims:**

- (a) The Contractor, under the Assignment of Claims Act, as amended 31 U.S.C. 3727, 41 may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until this Contracting officer authorizes such action in writing.

10. **Specifications:** The term "Specifications" shall include Instructions and Forms, Invitation to Bid, Proposal Bid Form, Non-Collusive Affidavit, Form of Contract, Form of Performance and Payment Bond(s), Special Conditions, Instruction to Bidders (HUD-5369), Previous Participation Certificate (HUD-2530), General Conditions (HUD-5370), Technical Specifications and Drawings, and Instruction to Contractors regarding Affirmative Action under Executive Orders 11246 and 11914, All Inclusive.

11. **Materials:** Specific reference in the Technical Specifications to any article, device, product, materials, fixtures, form or type of construction, etc. by brand name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition and the Contractor, in such cases, may at his option, use any article, device, product or material, fixture, for or type of construction which, in the judgment of the Chicago Housing Authority's representative, expressed in writing is equal to that named. Any decision by CHA as to equality shall be final and not subject to arbitration.

12. **New Material:**

(a) **DEFINITIONS**

**Material**, as used in this clause, includes, but is not limited to, raw material, parts, items, components, and end products.

**New**, as used in this clause means previously unused or composed of previously unused materials and may include unused residual inventory or unused former Government surplus property.

**Other than new**, as used in this clause, includes, but is not limited to, recycled, recovered, remanufactured, used, and reconditioned.

- (b) Unless this contract specifies otherwise, the Contractor represents that the supplies, including any residual inventory and former Government surplus property identified under the other than new material, Residual Inventory, and Former Government Surplus Property clause or this contract, are new and are not such age or so deteriorated as to impair their usefulness or safety.
- (c) If the Contractor believes that furnishing other than new material will be in the Authority's interest, the Contractor shall so notify the Contracting Officer in writing and request authority to use such material. The Contractor's notice shall include the reasons for the request along with a proposal for any consideration due the Authority if the Contracting Officer authorizes the use of other than new material.

13. **Bribery, Bid Rigging, Price Fixing, or Fraud:** In addition to the requirements of Paragraph 43 of the General Conditions, no person or business entity shall be awarded a contract or subcontract, for a period of five (5) years from the date of conviction or entry of a plea of admission of guilt, if that person or business entity:

- (1) has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity, or
- (2) has been convicted of an act committed, within the State of Illinois, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act (15 U.S.C. sec. 1 et seq.), or has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or
- (3) has been convicted of an act committed, within the State of Illinois, of price fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act (15 U.S.C. sec. 1 et seq.), or has been convicted of price fixing or attempting to fix prices under the laws of the State of Illinois, or
- (4) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois, or
- (5) has made an admission of guilt of such conduct as set forth in subsections (1) through (4) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to, or
- (6) has entered a plea of nolo contendere to charges of such conduct, as is set forth in said subsections (1) through (4) above.

For purposes of this Section, "business entity" means a corporation, partnership, trust, association, unincorporated business or individually owned business. Where an official, agent, or employee of a business entity committed the acts set forth in subsections (1) through (6) above, on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct and disqualified.

A business entity shall also be disqualified if it employs as an officer any individual who was an officer or another business entity at the time the latter committed a disqualifying act.

A business entity shall also be disqualified if any owner who controls directly or indirectly, 20% or more of the business was an owner who directly or indirectly controlled 20% of another business entity at the time the latter committed a disqualifying act.

Any contract or sub-contract found to have been awarded in violation of this Section shall be voidable at the discretion of the CHA Board of Commissioners. Payment for work completed at the time of any such voiding shall be at a quantum meruit rate less at 25% penalty.

14. **Non-Interest:** No member, officer, or employee of the CHA or former member, officer or employee of the CHA who ceased to be a member, officer, or employee within one year shall voluntarily acquire any interest, direct or in-direct, in the housing development or in the contract or a sub-contract relating to the housing development. If any such person involuntarily acquiring any such interest or had acquired any such interest prior to appointment or employment of such member, officer, or employee, then such person shall immediately disclose any such interest in writing to the CHA. Upon any such disclosure, a member, officer, or employee, shall not participate in any action of the CHA relating to the property or the contract in which he may have any such interest. No member or delegate to the Congress of the United States of America, or Resident Commissioner, or member of the Legislature of the State of Illinois, or member of the City Council of the City of Chicago, Illinois shall be admitted to any share or part of the contract or to any benefit to arise therefrom; provided that this provision shall not be construed to extend to the contract if made with a corporation for its general benefit.

15. **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.)*

16. **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).

**17. MBE/WBE/DBE PARTICIPATION:**

**Note: The Bidders Compliance Affidavit Form may be submitted in lieu of the below forms for Time & Material solicitations that required Delivery orders assignments.**

**Each bidder must complete and submit the following forms:**

- a. **Schedule A – M/W/DBE Utilization Plan**
- b. **Schedule C - Letter of Intent: Sub-Contractors, Suppliers, Consultants**

**NOTE: FOR DELIVERY ORDER SOLICITATIONS BIDDERS MAY SUBMIT THE BIDDERS CONTRACT COMPLIANCE AFFIDAVIT FORM (ATTACHED) UNTIL THE SPECIFIC DELIVERY ORDERS ARE ASSIGNED. AS EACH A DELIVERY ORDER IS ASSIGNED, THE REQUIRED SCHEDULE A AND B FORMS MUST BE SUBMITTED INDICATING HOW THE BIDDER WILL MEET THE M/W/DBE GOAL ON THAT DELIVERY ORDER.**

**M/W/DBE Participation.**

**It is the policy of the CHA that Minority, Women and Disadvantaged Business Enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds and that Respondents and their subcontractors or suppliers shall take all necessary and reasonable steps to ensure that M/W/DBE s shall have the maximum opportunity to compete for and perform contracts financed in whole or in part by federal funds.**

**To the greatest extent feasible, the selected Respondent(s) shall comply with CHA's M/W/DBE Policy. CHA encourages joint ventures between minority and non-minority firms. Respondents shall submit an M/W/DBE Utilization Plan as an attachment to their Proposal. See the Attachments for reporting requirements and a copy of the CHA's Policy.**

**Note: Vendors wishing to receive credit towards the Chicago Housing Authority's M/W/DBE Program via direct or indirect participation must note the following program changes:**

**One Current Certification (instead of two) from CHA-approved certifying agencies must be submitted with the proposal for each subcontractor or prime proposed to count towards the Chicago Housing Authority's M/W/DBE Program. The certifying agencies remain as follows:**



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

If the Certification application is the Prime Contractor and the awardee for this project, and the approved certification is not received when requested by the CHA, the Prime Contractor must agree to submit a modified Utilization Plan that indicates 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 Prime Contractor must submit a modified Utilization Plan to CHA that indicates utilization of another minority vendor who meets the above-stated certification requirements.

## 18. **INSURANCE REQUIREMENTS:**

The selected Respondent agrees to procure and maintain at all times during the term of the Contract the types of insurance specified below in order to protect the CHA from the acts, omissions and negligence of the selected Respondent, its officers, officials, subcontractors, joint venture, partners, agents or employees.

The insurance carriers used by the selected Respondent must be authorized to conduct business in the State of Illinois and shall have a Best Rating of not less than an "A". The insurance provided shall cover all operations under the Contract, whether performed by the selected Respondent or by its subcontractors.

### 1. **Required Insurance Coverage.**

(a) **Worker's Compensation and Occupational Disease Insurance** in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer's Liability, Coverage B, in an amount of not less than \$500,000/\$500,000/\$500,000.

(b) **Commercial Liability Insurance Written on an Occurrence Form (Primary) and Umbrella Liability (Excess).** Commercial Liability Insurance provided is to have limits of not less than One Million Dollars (\$1,000,000) per occurrence with an Aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal and Advertising Injury, and will also cover injury to Respondent's officers, employees, agents, subcontractors, invitees and guests and their personal property.

The CHA is to be endorsed as an additional insured on the Respondent's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

(c) **Automobile Liability Insurance.** When any motor vehicles (owned, non-owned and hired) are used in connection with the services to be performed, the Respondent shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The CHA is to be endorsed as an additional insured on the Respondent's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

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

**2. Related Requirements.**

The Selected Respondent shall furnish the CHA, Department of Procurement and Contracts, 60 E. Van Buren Street, 13<sup>th</sup> Fl., Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of the Contract.

**THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE SELECTED RESPONDENT COMMENCING WORK AT THE DESIGNATED CHA LOCATION.**

Renewal Certificates of Insurance or such similar evidence is to be received by the Purchasing and Contracts Department prior to expiration of insurance coverage.

The receipt of any certificate does not constitute an agreement by the CHA that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Contract. The insurance policies shall provide for ninety (90) days written notice to be given to the CHA in the event that coverage is substantially changed, canceled or non-renewed.

If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. The selected Respondent shall maintain coverage for the duration of the Contract. Any extended reporting period premium (tail coverage) shall be paid by the selected Respondent. The selected Respondent shall provide to the CHA, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the Respondent shall provide the CHA a ninety (90) day notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non-renewal.

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

The selected Respondent expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and will not contribute with insurance provided by the selected Respondent under the Contract.

**19. INDEMNIFICATION:**

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

The CHA shall have the right, at its option and at the selected Respondent's expense, to participate in the defense of any suit, without relieving the selected Respondent of any of its obligations under this indemnity provision.

The selected Respondent expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the CHA free and harmless are separate from and not limited by the selected Respondent's responsibility to obtain, procure and maintain insurance pursuant to the Contract. Further, the indemnities contained herein shall survive the termination of the Contract.

20. **Permits and Responsibilities:** The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulation applicable to the performance of the work.

The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work, which may have been under the contract.

21. **Right to Terminate Contract:** The CHA may, by at least 5 days prior written notice to the Contractor, without prejudice of any other rights or remedies of the CHA, terminate the Contractor's right to proceed with the work, if (1) the Contractor fails to execute, deliver and/or furnish the bond and insurance certificates required and specified within 10 business days after notification of contract award (2) the Contractor shall be adjudged a bankrupt, (3) the Contractor should make a general assignment for the benefit of his creditors, (4) receiver should be appointed for the Contractor on account of his insolvency, or (5) the Contractor should violate any provision of the contract documents, as the term is defined in the contract. In the event of such termination, the CHA may take over the performance of the contract prosecute it to completion, by contract or otherwise, and the Contractor and his sureties shall be liable for any excess cost occasioned to the CHA, in addition to liquidated damages already accrued.

In any such case, the CHA may take possession of and utilize any of the Contractor's materials, appliances, equipment and/or plant as is on the site, as may be necessary to properly complete the contract, if it is determined that delay in completion of the performance thereof, whether or not for reasons beyond the control of the contractor or any sub-contractor, is detrimental to the interest of the CHA. The foregoing provisions are in addition to, and not in limitation of, the rights of the CHA under any of the provisions of the contract. The above requirements will be strictly enforced.

22. **Minority Subcontractors:** To the greatest extent feasible, subcontracts shall be let to minority subcontractors, particularly those which are located in or owned in substantial part by persons residing in the area of the work project.

23. **Employment of Low-Income Area Residents:** Pursuant to federal regulations and CHA policy a goal has been established for the hiring of lower income Chicago area residents, including CHA residents, for each contract let by the CHA. Prospective contractors are invited and encouraged to make efforts toward CHA's goal.

The selected contractor shall accept employment applications from lower-income persons, including CHA residents, as a material term of any awarded contract.

24. **Joint Ventures:** The Authority encourages bid from qualified joint ventures. In order to insure responsiveness, the bid (and if applicable the bid form) must be executed by a principle of each joint venture. All required submittals must be completed by each joint venture. All submittals must include a copy of the applicable joint venture agreement.

25. **Delay-Extension:** Extension of the contract time shall be allowed because of the delays

due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, i.e. "force majeure" including, but not restricted to acts of God or of the public enemy, or of the CHA, or acts of another Contractor in the performance of a contract with the CHA, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather or delays of subcontractors due to such cases.

However, any delay caused by failure to secure labor or to secure materials, supplies, tools,

equipment or any other items required by the Contractor for the performance of the contract, resulting from anything other than a force majeure, shall not justify an extension of the contract time. In any event, it is the obligation of the Contractor to request an extension of time at the earliest possible time when it appears that the performance of the contract cannot be completed within the contract time. The CHA shall ascertain and find the facts and extend of the delay and extend the contract time for the reasons stated above only. Its decision shall be final and conclusive on the parties.

26. **Subcontracting**: All Subcontracts awarded by Prime Contractor as a result of award of contract to the Prime, shall contain all of the clauses contained in this contract as Flowdown clauses to all Subcontractors in any tier. All Subcontractors utilized by the Prime Contractor and not so identified at the time of bid or offer submission, must receive approval in writing by a CHA appointed Contracting Officer, prior to utilization of any Subcontractors on this contract.
27. **Drug-Free Workplace**: The Contractor should establish procedures and policies to promote a "Drug-free Workplace". Further, the Contractor should notify all employees and subcontractors of its policy for maintaining a "Drug-free Workplace" and the penalties that may be imposed for drug-abuse violations occurring in the workplace.

The Contractor shall notify the CHA if any of its employees performing services in connection with this Contract are convicted of a criminal drug offense in the workplace no later than ten (10) days after such conviction.


28. **Questions**: All questions during the bidding process should be faxed to:

Denise L. Whitten, Procurement Specialist  
Chicago Housing Authority  
60 E. Van Buren Street, 13<sup>th</sup> Floor  
Chicago, Illinois 60605  
(312) 913-7600

Or emailed to:  
[dwhitten@thecha.org](mailto:dwhitten@thecha.org)

No later than 10:00 AM, Local Time on Tuesday, October 1, 2013

The signature below indicates that the Contractor has received and read these Special Conditions.

By:  of Woodward Clyde Date: 10/1/13  
(Signature) (Contractor Name)



# **INVITATION FOR BID IFB # 13-01211** **CHA BID TABULATION FOR TONER CARTRIDGES & SUPPLIES** **BASE TWO YEAR TERM - HP PRODUCTS**

**Bid Proposal:** The pages below list specific items for which the Authority requires fixed pricing. Bidders must complete the Catalog Number and Unit Price for Just In Time (JIT) Genuine HP Toner and Supplies / (OR EQUAL). Vendor proposing an alternative OR equal model Must indicate alternative model # and manufacturer name above and Must submit specification sheet with their bid or the bid will be deemed non-responsive. Bidder must also provide the amount of discount off the bidder's catalog list price for the Base Contract Period as well as for the Two / One-Year Option periods. Failure to bid on all items listed below will result in the entire bid package being deemed non-responsive. Failure to sign those forms shall result in the entire proposal package being deemed non-responsive. The total Extended Price and total Option Year Unit Price must be entered on pages BP/11 through BP/13.

**NOTE:** Estimated quantities are for convenience purposes only. Numbers do not reflect actual quantities of future items that may be required; actual order quantities may be higher or lower. The CHA will conduct a full review of each "or equal" or "name as" specifications (typically for the items proposed by the apparent low bidder only) after the submittal deadline. For any such proposed modifications that the CHA finds to not be an "equal" or "name as" item, shall give the CHA the right to reject such bidder as non-responsive and to proceed with such review with the next lowest bidder.

Does your firm offer Toner Cartridge Recycling Services? ☐ Yes ☐ No  
 If yes, are these services required with your discount: ☐ Yes ☐ No

Estimated Quantities	Item Description	UOM	Brand	Catalog Number	Catalog Price	Catalog % Discount	Unit Price	Extended Price
28	Toner-Laserjet 5500 (Black) C9730A	Btl	HP	HPW-C9730A	380	47	200	6384
25	Toner - Laserjet 5500 (Magenta) C9733A	Btl	HP	C9733A	533	40	314	7940
25	Toner - Laserjet 5500 (Cyan) C9731A	Btl	HP	C9731A	533	40	316	7940
25	Toner - Laserjet 5500 (Yellow) C9732A	Btl	HP	C9732A	533	40	316	7940
25	Toner-Laserjet 9050-C8543X	Btl	HP	C8543X	424	39	268	6500
35	Toner- Laserjet 4015 -CC364A	Btl	HP	CC364A	238	39	175	5075
10	Toner- Laserjet 3525 (Black) CE250A	Btl	HP	CE250A	187	37	119	1190
10	Toner- Laserjet 3525 (Magenta) CE253A	Btl	HP	CE253A	307	37	235	2250
10	Toner- Laserjet 3525 (Cyan) CE251A	Btl	HP	CE251A	307	37	235	2250
10	Toner- Laserjet 3525 (Yellow) CE252A	Btl	HP	CE252A	307	37	235	2250
25	Toner - Laserjet 4250 -Q5942A	Btl	HP	Q5942A	229	33	140	3525
10	Toner - Laserjet 4000-C4127X	Btl	HP	C4127X	220	32	150	1500
6	Toner - Laserjet C4700 Black-Q5950A	Btl	HP	Q5950A	213	34	180	1080
6	Toner - Laserjet C4700 Magenta-Q5953A	Btl	HP	Q5953A	389	32	240	1440
6	Toner - Laserjet C4700 Cyan-Q5951A	Btl	HP	Q5951A	389	32	240	1440
6	Toner - Laserjet C4700 Yellow-Q5952A	Btl	HP	Q5952A	389	32	240	1440
6	Toner - Designjet T2300 (Black) C9370A	Btl	HP	C9370A	80	22	63	378
6	Toner - Designjet T2300 (Cyan) C9371A	Btl	HP	C9371A	80	22	63	378
6	Toner - Designjet T2300 (Magenta) C9372A	Btl	HP	C9372A	80	22	63	378



# INVITATION FOR BID IFB # 13-01211 CHA BID TABULATION FOR TONER CARTRIDGES & SUPPLIES

## BASE TWO YEAR TERM - HP PRODUCTS

Bid Proposal: The pages below list specific items for which the Authority requires fixed pricing. Bidders must complete the Catalog Number and Unit Price for Just In Time (JIT) Genuine HP Toner and Supplies / (OR EQUAL). Vendor proposing an alternative OR equal model Must indicate alternative model # and manufacturer name above and Must submit specification sheet with their bid or the bid will be deemed non-responsive. Bidder must also provide the amount of discount off the bidder's catalog list price for the Base Contract Period as well as for the Two / One-Year Option periods. Failure to bid on all items listed below will result in the entire bid package being deemed non-responsive. Failure to sign these forms shall result in the entire proposal package being deemed non-responsive. The total Extended Price and total Option Year Unit Price must be entered on pages BF/11 through BF/13.

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Does your firm offer Toner Cartridge Recycling Services? ☐ Yes ☐ No  
If yes, are these services required with your discount: ☐ Yes ☐ No

6	(Magenta)C9372A	Btl	HP	HEIN C9403A	80.00	22	63				
	Toner - Designjet T2300 (Matte Black) C9403A										328 ✓
6	Toner - Designjet T2300 (Yellow)C9373A	Btl	HP	C9373A	80.00	22	63				328 ✓
6	Toner - Designjet T2300 (Grey)C9374A	Btl	HP	C9374A	80.00	22	63				378 ✓
5	Toner -Designjet T120 (Black)CZ129A	Btl	HP	CZ129A	38	22	38				158 ✓
5	Toner -Designjet T120 (Cyan)CZ130A	Btl	HP	CZ130A	31	22	38				125 ✓
5	Toner -Designjet T120 (Magenta)CZ131A	Btl	HP	CZ131A	31	19	25				125 ✓
5	Toner -Designjet T120 (Yellow)CZ132A	Btl	HP	CZ132A	31	19	25				125 ✓
6	Toner -Laserjet Pro 400 Color M451dn (Black) CE410A	Btl	HP	CE410A	116	21	80				484 ✓
5	Toner -Laserjet Pro 400 Color M451dn (Magenta)-CE413A	Btl	HP	CE413A	165	33	105				525 ✓
5	Toner -Laserjet Pro 400 Color M451dn (Yellow)-CE412A	Btl	HP	CE412A	165	33	105				525 ✓
5	Toner -Laserjet Pro 400 Color M451dn (Cyan)-CE411A	Btl	HP	CE411A	165	33	105				525 ✓
3	Toner-500 Color M551n Black-CE400A	Btl	HP	CE400A	205	32	138				474 ✓
2	Toner-500 Color M551n Yellow-CE402A	Btl	HP	CE402A	306	32	210				421 ✓
2	Toner-500 Color M551n Cyan -CE401A	Btl	HP	CE401A	306	32	210				421 ✓
2	Toner-500 Color M551n Magenta-CE403A	Btl	HP	CE403A	306	32	210				421 ✓
3	Toner - Laserjet Enterprise 600 M602n	Btl	HP	CE390X	398	31	275				625 ✓
4	Toner-Laserjet 8100/8150- C4182X	Btl	HP	✓ C4182X	334	33	225				900 ✓

7188



# INVITATION FOR BID IFB # 13-01211

## CHA BID TABULATION FOR TONER CARTRIDGES & SUPPLIES

### BASE TWO YEAR TERM - HP PRODUCTS

Bid Proposal: The pages below list specific items for which the Authority requires fixed pricing. Bidders must complete the Catalog Number and Unit Price for Just In Time (JIT) Genuine HP Toner and Supplies / (OR EQUAL). Vendor proposing an alternative OR equal model Must indicate alternative model # and manufacturer name above and Must submit specification sheet with their bid or the bid will be deemed non-responsive. Bidder must also provide the amount of discount off the bidder's catalog list price for the Base Contract Period as well as for the Two / One-Year Option periods. Failure to bid on all items listed below will result in the entire bid package being deemed non-responsive. Failure to sign these forms shall result in the entire proposal package being deemed non-responsive. The total Extended Price and total Option Year Unit Price must be entered on pages BF/11 through BF/13.

NOTE: Estimated quantities are for estimating purposes only. Numbers do not reflect actual quantities of future items that may be required; actual order quantities may be higher or lower. The CHA will conduct a full review of each "or equal" or "name or" specifications (typically for the items proposed by the applicant for bidder only) after the submitted deadline. For any such proposed specifications that the CHA finds to not be an "equal" or "name or" item, shall also the CHA the right to reject such bidder as non-responsive and to proceed with such review with the next lowest bidder.

Does your firm offer Toner Cartridge Recycling Services? ☐ Yes ☐ No  
If yes, are these services required with your discount: ☒ Yes ☐ No

15	Toner -Laserjet P2035n -CE505A/X	Btl	HP	HP	33	82	-	1230	-
10	Toner -Laserjet 4100 -C8061A	Btl	HP	HP	178	95	-	950	-
3	Toner-Laserjet C4680 -CC641WN#140	Btl	HP	HP	14	40	-	121	-
3	Toner-Laserjet C4680 (Tri-color)-CC643WN#140	Btl	HP	HP	17	20	-	60	-
4	Maintenance Kit- Laserjet 5500 C9735A	Btl	HP	HP	17	370	-	1480	-
5	Fuser- Laserjet 5500-C9734B	Btl	HP	HP	14	280	-	1700	-
5	Fuser -Laserjet 9050-C9152A	Btl	HP	HP	29	680	-	3700	-
3	Waste Toner Bottle-C3525-CE254A	Btl	HP	HP	15	14	-	40	-
2	Printheads Designjet T2300-(Grey/Photo black)C9380A	Btl	HP	HP	21	62	-	124	-
2	Printheads -Designjet T2300-(Magenta/Cyan)C9383A	Btl	HP	HP	21	62	-	124	-
2	Printheads -Designjet T2300 (Yellow/black) C9384A	Btl	HP	HP	21	62	-	124	-

9/26

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27.300

# INVITATION FOR BID IFB # 13-01211 CHA BID TABULATION FOR TONER CARTRIDGES & SUPPLIES

## OPTION YEAR ONE. HP PRODUCTS

Bid Proposal: The pages below list specific items for which the Authority requires fixed pricing. Bidders must complete the Catalog Number and Unit Price for Just In Time (JIT) Genuine HP Toner and Supplies / (OR EQUAL). Vendor proposing an alternative OR equal model Must indicate alternative model # and manufacture name above and Must submit specification sheet with their bid or the bid will be deemed non-responsive. Bidder must also provide the amount of discount off the bidder's catalog list price for the Base Contract Period as well as for the Two / One-Year Option periods. Failure to bid on all items listed below will result in the entire bid package being deemed non-responsive. Failure to sign these forms shall result in the entire proposal package being deemed non-responsive. The total Extended Price and total Option Year Unit Price must be entered on pages BF/11 through BF/13.

**NOTE:** Estimated quantities are for canvassing purposes only. Numbers do not reflect actual quantities of future items that may be required; actual order quantities may be higher or lower. The CHA will conduct a full review of each "or equal" or "same as" specifications (especially for the items proposed by the apparent low bidder only) after the submittal deadline. For any such proposed specifications that the CHA finds to not be an "equal or "same as" item, shall give the CHA the right to reject such bidder as non-responsive and to proceed with such review with the next lowest bidder.

Does your firm offer Toner Cartridge Recycling Services? ☒ Yes ☐ No  
If yes, are these services required with your discount: ☐ Yes ☒ No

Estimated Quantities	Item Description	UOM	Brand	Catalog Number	Catalog Price	Catalog % Discount	Unit Price	Extended Price
28	Toner-Laserjet 5500 (Black) C9730A	Btl	HP	HPW-C9730A	380	36	245	6860
25	Toner - Laserjet 5500 (Magenta) C9733A	Btl	HP	C9733A	533	37	339	8375
25	Toner - Laserjet 5500 (Cyan) C9731A	Btl	HP	C9731A	533	37	335	8325
25	Toner - Laserjet 5500 (Yellow) C9732A	Btl	HP	C9732A	533	37	335	8325
25	Toner-Laserjet 9050-C8543X	Btl	HP	C8543X	424	34	278	6950
35	Toner-Laserjet 4015-CC364A	Btl	HP	CC364A	238	33	160	5600
10	Toner-Laserjet 3525 (Black) CE250A	Btl	HP	CE250A	187	30	130	1300
10	Toner-Laserjet 3525 (Magenta) CE253A	Btl	HP	CE253A	367	33	245	2450
10	Toner-Laserjet 3525 (Cyan) CE251A	Btl	HP	CE251A	367	33	245	2450
10	Toner-Laserjet 3525 (Yellow) CE252A	Btl	HP	CE252A	367	33	245	2450
25	Toner - Laserjet 4250-Q5942A	Btl	HP	Q5942A	229	30	160	4000
10	Toner - Laserjet 4000-G4172X C4172X	Btl	HP	C4172X	220	29	160	1600
6	Toner - Laserjet C4700 Black-Q5950A	Btl	HP	Q5950A	273	29	195	1170
6	Toner - Laserjet C4700 Magenta-Q5953A	Btl	HP	Q5953A	389	33	262	1572
6	Toner - Laserjet C4700 Cyan-Q5951A	Btl	HP	Q5951A	389	33	262	1572
6	Toner - Laserjet C4700 Yellow-Q5952A	Btl	HP	Q5952A	389	33	262	1572
6	Toner - Designjet T2300 (Black) C9370A	Btl	HP	C9370A	80	15	68	408
6	Toner - Designjet T2300 (Cyan) C9371A	Btl	HP	C9371A	80	15	68	408
6	Toner - Designjet T2300 (Magenta) C9372A	Btl	HP	C9372A	80	15	68	408

38935

14,250

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# INVITATION FOR BID IFB # 13-01211

## CHA BID TABULATION FOR TONER CARTRIDGES & SUPPLIES

### OPTION YEAR ONE - HP PRODUCTS

**Bid Proposal:** The pages below list specific items for which the Authority requires fixed pricing. Bidders must complete the Catalog Number and Unit Price for Just In Time (JIT) Genuine HP Toner and Supplies / (OR EQUAL). Vendor proposing an alternative OR equal model Must indicate alternative model # and manufacture name above and Must submit specification sheet with their bid or the bid will be deemed non-responsive. Bidder must also provide the amount of discount off the bidder's catalog list price for the Base Contract Period as well as for the Two / One-Year Option periods. Failure to bid on all items listed below will result in the entire bid package being deemed non-responsive. Failure to sign these forms shall result in the entire proposal package being deemed non-responsive. The total Extended Price and total Option Year Unit Price must be entered on pages BP/11 through BP/13.

**NOTE:** Estimated quantities are for sanitization purposes only. Numbers do not reflect actual quantities of future items that may be required; actual order quantities may be higher or lower. The CHA will conduct a full review of each "on hand" or "same as" specification (probability for the items proposed by the nearest low bidder only) after the submittal deadline. For any such proposed modifications that the CHA finds to not be an "equal or same as" item, shall also the CHA the right to reject such bidder as non-responsive and to proceed with such review with the next lowest bidder.

Does your firm offer Toner Cartridge Recycling Services? ☒ Yes ☐ No  
If yes, are these services required with your discount: ☐ Yes ☒ No

	(Magenta)C9372A		Btl	HP	Item							
6	Toner - Designjet T2300 (Matte Black) C9403A		Btl	HP	Item							
6	Toner - Designjet T2300 (Yellow) C9373A		Btl	HP	C9403A	80.00	17	67	-		400	
6	Toner - Designjet T2300 (Grey) C9074A		Btl	HP	C9373A	80.00	17	67	-		400	
5	Toner - Designjet T120 (Black) CZ129A		Btl	HP	C9374A	80.00	17	67	-		400	
5	Toner - Designjet T120 (Cyan) CZ130A		Btl	HP	CZ129A	30	8	35	-		125	
5	Toner - Designjet T120 (Magenta) CZ131A		Btl	HP	CZ130A	31	4	30	-		150	
5	Toner - Designjet T120 (Yellow) CZ132A		Btl	HP	CZ131A	31	4	30	-		150	
6	Toner - Laserjet Pro 400 Color M45 (dn) (Black) CE410A		Btl	HP	CZ132A	31	4	30	-		150	
5	Toner - Laserjet Pro 400 Color M45 (dn) (Magenta) CE413A		Btl	HP	CE410A	116	27	85	-		510	2341
5	Toner - Laserjet Pro 400 Color M45 (dn) (Yellow) CE412A		Btl	HP	CE413A	165	28	120	-		600	1541
5	Toner - Laserjet Pro 400 Color M45 (dn) (Cyan) CE411A		Btl	HP	CE412A	165	28	120	-		600	
3	Toner-500 Color M551n Black-CE400A		Btl	HP	CE411A	165	28	120	-		600	
2	Toner-500 Color M551n Yellow-CE402A		Btl	HP	CE400A	205	29	147	-		441	300
2	Toner-500 Color M551n Cyan-CE401A		Btl	HP	CE402A	306	29	220	-		441	
2	Toner-500 Color M551n Magenta-CE404A		Btl	HP	CE401A	306	29	220	-		441	
3	Toner - Laserjet Enterprise 600 M602n		Btl	HP	CE403A	306	29	220	-		441	
4	Toner - Laserjet 8100/8150- C4182X		Btl	HP	CE390X	398	26	225	-		585	
			Btl	HP	✓ C4182X	334	28	241	-		900	

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# **INVITATION FOR BID IFB # 13-01211** **CHA BID TABULATION FOR TONER CARTRIDGES & SUPPLIES** **OPTION YEAR ONE - HP PRODUCTS**

Bid Proposal: The bidder must complete the Catalog Number and Unit Price for Just In Time (JIT) Genuine HP Toner and Supplies (OR EQUAL). Vendor proposing an alternative OR equal model must indicate alternative model # and manufacturer name above and must submit specification sheet with their bid or the bid will be deemed non-responsive. Bidder must also provide the amount of discount off the bidder's catalog list price for the Base Contract Period as well as for the Two / One-Year Option periods. Failure to bid on all items listed below will result in the entire bid package being deemed non-responsive. Failure to sign these forms shall result in the entire proposal package being deemed non-responsive. The total Extended Price and total Option Year Unit Price must be entered on pages BP/11 through BP/13.

**NOTE:** Estimated quantities are for estimating purposes only. Numbers do not reflect actual quantities of future items that may be required; actual order quantities may be higher or lower. The CHA will conduct a full review of each "or equal" or "same as" specifications (validity for the items proposed by the apparent low bidder only) after the submittal deadline. For any such proposed specifications that the CHA finds to not be an "equal or same as" item, shall give the CHA the right to reject such bidder as non-responsive and to proceed with such review with the next lowest bidder.

Does your firm offer Toner Cartridge Recycling Services? ☒ Yes ☐ No  
 If yes, are these services required with your discount: ☒ Yes ☐ No

15	Toner - Laserjet P2035n - CE505A/X		Btl	HP	HEN CE505A/X	122.13	29	57	-	1345
10	Toner - Laserjet 4100 - C8061A		Btl	HP	C8061A	182	46	100	-	1400
3	Toner - Laserjet C4680 - CC641WNH (40)		Btl	HP	CC641WNH (40)	46	4	44	-	132
3	Toner - Laserjet C4680 (Tri-color) - CC643WNH140		Btl	HP	CC643WNH140	24	7	22	-	66
4	Maintenance Kit - Laserjet 5500 C9735A		Btl	HP	C9735A	469	11	418	-	1622
5	Fuser - Laserjet 5500-C9734B		Btl	HP	C9734B	384	17	320	-	1640
5	Fuser - Laserjet 9050-C9152A		Btl	HP	C9152A	892	16	745	-	3205
3	Waste Toner Bottle-C3325-CE254A		Btl	HP	CE254A	15	7	14	-	42
2	Printheads Designjet T2300-(Grey/Photo black)C9380A		Btl	HP	C9380A	78	17	65	-	131
2	Printheads - Designjet T2300-(Magenta/Cyan)C9383A		Btl	HP	C9383A	78	17	65	-	131
2	Printheads - Designjet T2300 (Yellow/black) C9384A		Btl	HP	C9384A	78	17	65	-	131

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# INVITATION FOR BID IFB # 13-01211

## CHA BID TABULATION FOR TONER CARTRIDGES & SUPPLIES

### OPTION YEAR TWO - HP PRODUCTS

Bid Proposal: The pages below list specific items for which the Authority requires fixed pricing. Bidders must complete the Catalog Number and Unit Price for Just In Time (JIT) Genuine HP Toner and Supplies / (OR EQUAL). Vendor proposing an alternative OR equal model Must indicate alternative model # and manufacture name above and Must submit specification sheet with their bid or the bid will be deemed non-responsive. Bidder must also provide the amount of discount off the bidder's catalog list price for the Base Contract Period as well as for the Two / One-Year Option periods. Failure to bid on all items listed below will result in the entire bid package being deemed non-responsive. Failure to sign these forms shall result in the entire proposal package being deemed non-responsive. The total Extended Price and total Option Year Unit Price must be entered on pages BF/11 through BF/13.

NOTE: Estimated quantities are for canvassing purposes only. Numbers do not reflect actual quantities of future items that may be required; actual order quantities may be higher or lower. The CHA will conduct a full review of each "or equal" or "same as" specifications (typically for the items proposed by the apparent low bidder only) after the submittal deadline. For any such proposed specifications that the CHA finds to not be an "equal or same as" item, shall give the CHA the right to reject such bidder as non-responsive and to proceed with such review with the next lowest bidder.

Does your firm offer Toner Cartridge Recycling Services? ☒ Yes ☐ No  
If yes, are these services required with your discount: ☐ Yes ☒ No

Estimated Quantities	Item Description	UOM	Brand	Catalog Number	Catalog Price	Catalog % Discount	Unit Price	Extended Price
28	Toner-Laserjet 5500 (Black) C9730A	Btl	HP	HPW-C9730A	380	33	255	7140
25	Toner - Laserjet 5500 (Magenta) C9733A	Btl	HP	C9733A	533	33	355	8875
25	Toner - Laserjet 5500 (Cyan) C9731A	Btl	HP	C9731A	533	33	355	8875
25	Toner - Laserjet 5500 (Yellow) C9732A	Btl	HP	C9732A	533	33	355	8875
25	Toner-Laserjet 9050-C8543X	Btl	HP	C8543X	424	33	282	7050
35	Toner-Laserjet 4015-CC364A	Btl	HP	CC364A	238	33	175	6125
10	Toner-Laserjet 3525 (Black) CE250A	Btl	HP	CE250A	187	33	143	1430
10	Toner-Laserjet 3525 (Magenta) CE253A	Btl	HP	CE253A	367	33	260	2600
10	Toner-Laserjet 3525 (Cyan) CE251A	Btl	HP	CE251A	367	33	260	2600
10	Toner-Laserjet 3525 (Yellow) CE252A	Btl	HP	CE252A	367	33	260	2600
25	Toner - Laserjet 4250-Q5942A	Btl	HP	Q5942A	229	34	175	4375
10	Toner - Laserjet 4000-C4127X	Btl	HP	C4127X	220	25	170	1700
6	Toner - Laserjet C4700 Black-Q5950A	Btl	HP	Q5950A	213	23	210	1260
6	Toner - Laserjet C4700 Magenta-Q5953A	Btl	HP	Q5953A	389	23	280	1680
6	Toner - Laserjet C4700 Cyan-Q5951A	Btl	HP	Q5951A	389	23	280	1680
6	Toner - Laserjet C4700 Yellow-Q5952A	Btl	HP	Q5952A	389	23	280	1680
6	Toner - Designjet T7300 (Black) C9370A	Btl	HP	C9370A	80	7	75	450
6	Toner - Designjet T7300 (Cyan) C9371A	Btl	HP	C9371A	80	7	75	450
6	Toner - Designjet T7300 (Magenta) C9372A	Btl	HP	C9372A	80	7	75	450

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# INVITATION FOR BID IFB # 13-01211

## CHA BID TABULATION FOR TONER CARTRIDGES & SUPPLIES

### OPTION YEAR TWO - HP PRODUCTS

Bid Proposal: The pages below list specific items for which the Authority requires fixed pricing. Bidders must complete the Catalog Number and Unit Price for Just In Time (JIT) Genuine HP Toner and Supplies / (OR EQUAL). Vendor proposing an alternative OR equal model Must indicate alternative model # and manufacture same above and Must submit specification sheet with their bid or the bid will be deemed non-responsive. Bidder must also provide the amount of discount off the bidder's catalog list price for the Basic Contract Period as well as for the Two / One-Year Option periods. Failure to bid on all items listed below will result in the entire bid package being deemed non-responsive. Failure to sign these forms shall result in the entire proposal package being deemed non-responsive. The total Extended Price and total Option Year Unit Price must be entered on pages BF/11 through BF/13.

NOTE: Estimated quantities are for encompassing purposes only. Numbers do not reflect actual quantities of future items that may be required; actual quantities may be higher or lower. The CHA will conduct a full review of each "original" or "same as" specification (availability for the items proposed by the apparent low bidder only) after the submitted deadline. For any such proposed specifications that the CHA finds to not be an "equal or same as" item, shall give the CHA the right to reject such bidder as non-responsive and to proceed with such review with the next lowest bidder.

Does your firm offer Toner Cartridge Recycling Services? ☒ Yes ☐ No  
If yes, are these services required with your discount: ☐ Yes ☒ No

	(Magenta)C9372A		Bul	HP	HEW	C9403A	80.00	10	70	-	
6	Toner - Designjet T2300 (Matte Black) C9403A		Bul	HP		C9373A	80.00	10	70	-	432
6	Toner - Designjet T2300 (Yellow) C9373A		Bul	HP		C9374A	80.00	10	70	-	432
6	Toner - Designjet T2300 (Grey) C9374A		Bul	HP		CZ129A	30	146	30	-	151
5	Toner - Designjet T120 (Black) CZ129A		Bul	HP		CZ130A	31	4	30	-	151
5	Toner - Designjet T120 (Cyan) CZ130A		Bul	HP		CZ131A	31	4	30	-	151
5	Toner - Designjet T120 (Magenta) CZ131A		Bul	HP		CZ132A	31	4	30	-	151
5	Toner - Designjet T120 (Yellow) CZ132A		Bul	HP		CE410A	116	23	90	-	540
6	Toner - Laserjet Pro 400 Color M451dn (Black) CE410A		Bul	HP		CE413A	165	21	130	-	651
5	Toner - Laserjet Pro 400 Color M451dn (Magenta) CE413A		Bul	HP		CE412A	165	21	130	-	651
5	Toner - Laserjet Pro 400 Color M451dn (Yellow) CE412A		Bul	HP		CE411A	165	21	130	-	651
5	Toner - Laserjet Pro 400 Color M451dn (Cyan) CE411A		Bul	HP		CE400A	205	28	159	-	477
3	Toner-500 Color M551n Black-CE400A		Bul	HP		CE402A	306	23	235	-	477
2	Toner-500 Color M551n Yellow-CE402A		Bul	HP		CE401A	306	23	235	-	477
2	Toner-500 Color M551n Cyan-CE401A		Bul	HP		CE403A	306	23	235	-	477
2	Toner-500 Color M551n Magenta-CE401A		Bul	HP		CE390X	398	21	315	-	945
3	Toner - Laserjet Enterprise 600 M602n		Bul	HP		CH182X	334	21	265	-	1260
4	Toner - Laserjet 8100/8150- C4182X		Bul	HP							

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# INVITATION FOR BID IFB # 13-01211

## CHIA BID TABULATION FOR TONER CARTRIDGES & SUPPLIES

### OPTION YEAR TWO -- HP PRODUCTS

Bid Proposal: The pages below list specific items for which the Authority requires fixed pricing. Bidders must complete the Catalog Number and Unit Price for Just In Time (JIT) Genuine HP Toner and Supplies / (OR EQUAL). Vendor proposing an alternative OR equal model Must indicate alternative model # and manufacture name above and Must submit specifications sheet with their bid or the bid will be deemed non-responsive. Bidder must also provide the amount of discount off the bidder's catalog list price for the Basic Contract Period as well as for the Two / One-Year Option periods. Failure to bid on all items listed below will result in the entire bid package being deemed non-responsive. Failure to sign these forms shall result in the entire proposal package being deemed non-responsive. The total Extended Price and total Option Year Unit Price must be entered on pages BP/11 through BP/13.

NOTE: Estimated quantities are for encompassing purposes only. Numbers do not reflect actual quantities of future items that may be received; actual order quantities may be higher or lower. The CHA will conduct a full review of each "original" or "same as" specification (synonym for the items processed by the nearest low bidder only) after the submittal deadline. For any such processed specifications that the CHA finds to not be an "equal or same as" item, shall give the CHA the right to reject such bidder as non-responsive and to proceed with such review with the next lowest bidder.

Does your firm offer Toner Cartridge Recycling Services? Yes ☒ No ☐  
If yes, are these services required with your discount: Yes ☒ No ☐

15	Toner -Laserjet P2035n -CE505A/X		Bid	HP	HP CE505A	12213255	29	93	-	1395
10	Toner -Laserjet 4100 -C8061A		Bid	HP	C8061A	1821	44	110	-	1100
3	Toner-Laserjet C4680 -CC641WN# 40		Bid	HP	CC641WN#40	410	3	45	-	135
3	Toner-Laserjet C4680 (Tri-color)-CC643WN#140		Bid	HP	CC643WN#140	24	9	22	-	116
4	Maintenance Kit- Laserjet 5500 C9735A		Bid	HP	C9735A	469	9	430	-	1730
5	Fuser- Laserjet 5500-C9734B		Bid	HP	C9734B	384	14	333	-	1165
5	Fuser -Laserjet 9050-C9152A		Bid	HP	C9152A	892	15	765	-	3525
3	Waste Toner Bottle-C3525-CE254A		Bid	HP	CE254A	15	7	14	-	48
2	Printheads Designjet T2300-(Grey/Photo black)C9380A		Bid	HP	C9380A	78	13	68	-	136
2	Printheads -Designjet T2300-(Magenta/Cyan)C9383A		Bid	HP	C9383A	78	13	68	-	136
2	Printheads -Designjet T2300 (Yellow/black) C9384A		Bid	HP	C9384A	78	13	68	-	136

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**INVITATION FOR BID IFB # 13-01211**  
**CHA BID TABULATION FOR TONER CARTRIDGES & SUPPLIES**  
**BASE TWO YEAR TERM -ALTERNATIVE PRODUCTS**

**Bid Proposal:** The pages below list specific items for which the Authority requires fixed pricing. Bidders must complete the Catalog Number and Unit Price for Just In Time (JIT) Genuine HP Toner and Supplies / (OR EQUAL). Vendor proposing an alternative OR equal model Must indicate alternative model # and manufacturer name above and Must submit specification sheet with their bid or the bid will be deemed non-responsive. Bidder must also provide the amount of discount off the bidder's catalog list price for the Base Contract Period as well as for the Two / One-Year Option periods. Failure to bid on all items listed below will result in the entire bid package being deemed non-responsive. Failure to sign these forms shall result in the entire proposal package being deemed non-responsive. The total Extended Price and total Option Year Unit Price must be entered on pages BP/11 through BP/13.

**NOTE:** Estimated quantities are for conveyance purposes only. Numbers do not reflect actual quantities of future items that may be required; actual order quantities may be higher or lower. The CHA will conduct a full review of each "or equal" or "same as" specifications (typically for the items proposed by the apparent low bidder only) after the submittal deadline. For any such proposed specifications that the CHA finds to not be an "equal or same as" item, shall give the CHA the right to reject such bidder as non-responsive and to proceed with such review with the next lowest bidder.

Does your firm offer Toner Cartridge Recycling Services? ☒ Yes ☐ No  
 If yes, are these services required with your discount: ☒ Yes ☐ No

Estimated Quantities	Item Description	UOM	Brand	Catalog Number	Catalog Price	Catalog % Discount	Unit Price	Extended Price
28	Toner-Laserjet 5500 (Black) C9730A	Btl	IVR	83730	379	67	125	3500
25	Toner - Laserjet 5500 (Magenta) C9733A	Btl	IVR	83733	532	76	125	3125
25	Toner - Laserjet 5500 (Cyan) C9731A	Btl	IVR	83731	532	76	125	3125
25	Toner - Laserjet 5500 (Yellow) C9732A	Btl	IVR	83732	532	76	125	3125
25	Toner-Laserjet 9050-C8543X	Btl	WHD	C8543XC	343	69	120	3000
35	Toner- Laserjet 4015 -CC364A	Btl	WHD	CC364AC	208	59	83	2995
10	Toner- Laserjet 3525 (Black) CE250A	Btl	WHD	CE250AC	183	43	105	1050
10	Toner- Laserjet 3525 (Magenta) CE253A	Btl	WHD	CE253AC	389	31	110	1100
10	Toner- Laserjet 3525 (Cyan) CE251A	Btl	WHD	CE251AC	389	31	110	1100
10	Toner- Laserjet 3525 (Yellow) CE252A	Btl	WHD	CE252AC	389	31	110	1100
25	Toner - Laserjet 4250 -Q5942A	Btl	WHD	Q5942AC	186	64	65	1625
10	Toner - Laserjet 4000-C4172X	Btl	WHD	C4172XC	141	72	40	400
6	Toner - Laserjet C4700 Black-Q5950A	Btl	WHD	Q5950AC	273	58	115	690
6	Toner - Laserjet C4700 Magenta-Q5953A	Btl	WHD	Q5953AC	388	70	113	690
6	Toner - Laserjet C4700 Cyan-Q5951A	Btl	WHD	Q5951AC	388	70	115	690
6	Toner - Laserjet C4700 Yellow-Q5952A	Btl	WHD	Q5952AC	388	70	115	690
6	Toner - Designjet T2300 (Black) C9370A	Btl	HEC	C9370A	80	87	63	375
6	Toner - Designjet T2300 (Cyan) C9371A	Btl	HEC	C9371A	80	87	63	375
6	Toner - Designjet T2300 C9372A	Btl	HEC	C9372A	80	87	63	375

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# **INVITATION FOR BID IFB # 13-01211** **CHA BID TABULATION FOR TONER CARTRIDGES & SUPPLIES** **BASE TWO YEAR TERM -ALTERNATIVE PRODUCTS**

**Bid Proposal:** The pages below list specific items for which the Authority requires fixed pricing. Bidders must complete the Catalog Number and Unit Price for Just In Time (JIT) Genuine HP Toner and Supplies / (OR EQUAL). Vendor proposing an alternative OR equal model Must indicate alternative model # and manufacturer name above and Must submit specification sheet with their bid or the bid will be deemed non-responsive. Bidder must also provide the amount of discount off the bidder's catalog list price for the Base Contract Period as well as for the Two / One-Year Option periods. Failure to bid on all items listed below will result in the entire bid package being deemed non-responsive. Failure to sign these forms shall result in the entire proposal package being deemed non-responsive. The total Extended Price and total Option Year Unit Price must be entered on pages BF/11 through BF/13.

**NOTE:** Estimated quantities are for convenience purposes only. Numbers do not reflect actual quantities of future items that may be required; actual order quantities may be higher or lower. The CHA will conduct a full review of each "or equal" or "name or" modification (verbally for the items proposed by the apparent low bidder only) after the submitted deadline. For any such successful specifications that the CHA finds to not be an "equal or" name or" item, shall also the CHA the right to reject such bidder as non-responsive and to proceed with such review with the next lowest bidder.

Does your firm offer Toner Cartridge Recycling Services? ☒ Yes ☐ No  
 If yes, are these services required with your discount: ☐ Yes ☒ No

(1'ig ug)C23	11-11	11-11	11-11	11-11	11-11	11-11
6 Toner - Designjet T2300 (Matte Black) C9403A	Btl	1410	CE413A	80	27	63
6 Toner - Designjet T2300(Yellow)C9373A	Btl	1410	CE4323A	80	27	63
6 Toner - Designjet T2300 (Grey)C9374A	Btl	1410	CE4324A	80	27	63
5 Toner -Designjet T120 (Black)CZ129A	Btl	1410	CE4129A	35	22	30
5 Toner -Designjet T120 (Cyan)CZ130A	Btl	1410	CE4130A	35	19	25
5 Toner -Designjet T120 (Magenta)CZ131A	Btl	1410	CE4131A	35	19	25
5 Toner -Designjet T120 (Yellow)CZ132A	Btl	1410	CE4132A	35	19	25
6 Toner -Laserjet Pro 400 Color M451dn (Black)CE410A	Btl	1410	CE410A	110	21	81
5 Toner -Laserjet Pro 400 Color M451dn (Magenta)-CE413A	Btl	1410	CE413A	125	33	110
5 Toner -Laserjet Pro 400 Color M451dn (Yellow)-CE412A	Btl	1410	CE412A	125	33	110
5 Toner -Laserjet Pro 400 Color M451dn (Cyan)-CE411A	Btl	1410	CE411A	125	33	110
3 Toner-500 Color M551n Black-CE400A	Btl	1410	CE400A	205	51	100
2 Toner-500 Color M551n Yellow-CE402A	Btl	1410	CE402A	300	64	109
2 Toner-500 Color M551n Cyan -CE401A	Btl	1410	CE401A	300	64	109
2 Toner-500 Color M551n Magenta-CE403A	Btl	1410	CE403A	300	64	109
3 Toner -Laserjet Enterprise 600 M602n	Btl	1410	CE390XC	398	71	115
4 Toner -Laserjet 8100/8150- C4182X	Btl	1410	C4182XC	365	81	75

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**INVITATION FOR BID IFB # 13-01211**  
**CHA BID TABULATION FOR TONER CARTRIDGES & SUPPLIES**  
**BASE TWO YEAR TERM -ALTERNATIVE PRODUCTS**

**Bid Proposal:** The pages below list specific items for which the Authority requires fixed pricing. Bidders must complete the Catalog Number and Unit Price for Just In Time (JIT) Genuine HP Toner and Supplies / (OR EQUAL). Vendor proposing an alternative OR equal model Must indicate alternative model # and manufacture name above and Must submit specification sheet with their bid or the bid will be deemed non-responsive. Bidder must also provide the amount of discount off the bidder's catalog list price for the Base Contract Period as well as for the Two / One-Year Option periods. Failure to bid on all items listed below will result in the entire bid package being deemed non-responsive. Failure to sign these forms shall result in the entire proposal package being deemed non-responsive. The total Extended Price and total Option Year Unit Price must be entered on pages BF/11 through BF/13.

**NOTE:** Estimated quantities are for comparison purposes only. Numbers do not reflect actual quantities of future items that may be required; actual order quantities may be higher or lower. The CHA will conduct a full review of each "or equal" or "same as" specification (verbally for the items proposed by the apparent low bidder only) after the submitted deadline. For any such proposed specifications that the CHA finds to not be an "equal or same as" item, shall also the CHA the right to reject such bidder as non-responsive and to proceed with such review with the next lowest bidder.

Does your firm offer Toner Cartridge Recycling Services? ☒ Yes ☐ No  
 If yes, are these services required with your discount: ☒ Yes ☐ No

15	Toner -Laserjet P2035n -CE505A/X	Bid	WHD CE505AC	104	43	60	900
10	Toner -Laserjet 4100 -C8061A	Bid	HEW C8061XC	230	63	50	500
3	Toner-Laserjet C4680 -CC641WN#140	Bid	WHD CC641WNR	47	42	18	57
3	Toner-Laserjet C4680 (Tri-color)-CC643WN#140	Bid	WHD CC643WNR	23	22	18	57
4	Maintenance Kit- Laserjet 5500 C9735A	Bid	HEW C9735B	469	17	30	1560
5	Fuser- Laserjet 5500-C9734B	Bid	HEW C9734B	304	19	310	1550
5	Fuser -Laserjet 9050-C9152A	Bid	WHD C9152AC	464	44	20	1300
3	Waste Toner Bottle-C3525-CE254A	Bid	HEW CE254B	15	7	17	42
2	Printheads Designjet T2300-(Grey/Photo black)C9380A	Bid	HEW C9380A	78	21	62	124
2	Printheads -Designjet T2300-(Magenta/Cyan)C9383A	Bid	HEW C9383A	78	21	62	124
2	Printheads -Designjet T2300 (Yellow/black) C9384A	Bid	HEW C9384A	78	21	62	124

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# INVITATION FOR BID IFB # 13-01211 CHA BID TABULATION FOR TONER CARTRIDGES & SUPPLIES OPTION YEAR ONE - ALTERNATIVE PRODUCTS

Bid Proposal: The pages below list specific items for which the Authority requires fixed pricing. Bidders must complete the Catalog Number and Unit Price for Just In Time (JIT) Genuine HP Toner and Supplies / (OR EQUAL). Vendor proposing an alternative OR equal model Must indicate alternative model # and manufacturer name above and Must submit specification sheet with their bid or the bid will be deemed non-responsive. Bidder must also provide the amount of discount off the bidder's catalog list price for the Base Contract Period as well as for the Two / One-Year Option periods. Failure to bid on all items listed below will result in the entire bid package being deemed non-responsive. Failure to sign these forms shall result in the entire proposal package being deemed non-responsive. The total Extended Price and total Option Year Unit Price must be entered on pages BF/11 through BF/13.

**NOTE:** Estimated quantities are for canvassing purposes only. Numbers do not reflect actual quantities of future items that may be required; actual order quantities may be higher or lower. The CHA will conduct a full review of such "or equal" or "same as" specifications (verify for the items proposed by the apparent low bidder only) after the submittal deadline. For any such proposed specifications that the CHA finds to not be an "equal" or "same as" item, shall give the CHA the right to reject such bidder as non-responsive and to proceed with such review with the next lowest bidder.

Does your firm offer Toner Cartridge Recycling Services? ☒ Yes ☐ No  
If yes, are these services required with your discount: ☒ Yes ☐ No

Estimated Quantities	Item Description	UOM	Brand	Catalog Number	Catalog Price	Catalog % Discount	Unit Price	Extended Price
28	Toner-Laserjet 5500 (Black) C9730A	Btl	IVR	83730	379	63	141	3901
25	Toner-Laserjet 5500 (Magenta) C9733A	Btl	IVR	83733	532	73	141	3501
25	Toner-Laserjet 5500 (Cyan) C9731A	Btl	IVR	83731	532	73	141	3501
25	Toner-Laserjet 5500 (Yellow) C9732A	Btl	IVR	83732	532	73	141	3501
25	Toner-Laserjet 9050-C8543X	Btl	WHD	C8543XC	293	60	135	3375
35	Toner-Laserjet 4015-CC364A	Btl	WHD	CC364AC	208	52	121	3501
10	Toner-Laserjet 3525 (Black) CE250A	Btl	WHD	CE250AC	183	35	121	1000
10	Toner-Laserjet 3525 (Magenta) CE253A	Btl	WHD	CE253AC	389	68	125	1251
10	Toner-Laserjet 3525 (Cyan) CE251A	Btl	WHD	CE251AC	389	68	125	1251
10	Toner-Laserjet 3525 (Yellow) CE252A	Btl	WHD	CE252AC	389	68	125	1251
25	Toner-Laserjet 4250-Q5942A	Btl	WHD	Q5942AC	186	60	75	1825
10	Toner-Laserjet 4000-C4172X	Btl	WHD	C4172XC	141	65	51	501
6	Toner-Laserjet C4700 Black-Q5950A	Btl	WHD	Q5950AC	273	53	128	768
6	Toner-Laserjet C4700 Magenta-Q5953A	Btl	WHD	Q5953AC	388	63	128	768
6	Toner-Laserjet C4700 Cyan-Q5951A	Btl	WHD	Q5951AC	388	67	128	768
6	Toner-Laserjet C4700 Yellow-Q5952A	Btl	WHD	Q5952AC	388	67	128	768
6	Toner-Designjet T2300 (Black) C9370A	Btl	HCW	C9370A	81	10	23	438
6	Toner-Designjet T2300 (Cyan) C9371A	Btl	HCW	C9371A	81	10	23	438
6	Toner-Designjet T2300 C9372A	Btl	HCW	C9372A	81	10	23	438

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**INVITATION FOR BID IFB # 13-01211**  
**CHA BID TABULATION FOR TONER CARTRIDGES & SUPPLIES**  
**OPTION YEAR ONE -ALTERNATIVE PRODUCTS**

Bid Proposal: The pages below list specific items for which the Authority requires fixed pricing. Bidders must complete the Catalog Number and Unit Price for Just In Time (JIT) Genuine HP Toner and Supplies / (OR EQUAL). Vendor proposing an alternative OR equal model Must indicate alternative model # and manufacture same above and Must submit specification sheet with their bid or the bid will be deemed non-responsive. Bidder must also provide the amount of discount off the bidder's catalog list price for the Base Contract Period as well as for the Two / One-Year Option periods. Failure to bid on all items listed below will result in the entire bid package being deemed non-responsive. Failure to sign these forms shall result in the entire proposal package being deemed non-responsive. The total Extended Price and total Option Year Unit Price must be entered on pages BF/11 through BF/13.

**NOTE:** Estimated quantities are for canvassing purposes only. Numbers do not reflect actual quantities of future items that may be required; actual order quantities may be higher or lower. The CHA will conduct a full review of such "or equal" or "same as" modifications (typically for the items proposed by the apparent low bidder only) after the submittal deadline. For any such proposed specifications that the CHA finds to not be an "equal" or "same as" item, shall give the CHA the right to reject such bidder as non-responsive and to proceed with such review with the next lowest bidder.

Does your firm offer Toner Cartridge Recycling Services? ☒ Yes ☐ No  
 If yes, are these services required with your discount: ☐ Yes ☒ No

(1'4g' 10)C93		11-12		QTY	Unit Price	Total Price
6	Toner - Designjet T2300 (Matte Black) C9403A	HEW - C54413A	80	17	67	412
6	Toner - Designjet T2300(Yellow)C9373A	HEW - C9373A	80	17	67	412
6	Toner - Designjet T2300 (Grey)C9374A	HEW - C9374A	80	17	67	412
5	Toner - Designjet T120 (Black)CZ129A	HEW - CZ129A	35	8	35	175
5	Toner - Designjet T120 (Cyan)CZ130A	HEW - CZ130A	35	4	31	154
5	Toner - Designjet T120 (Magenta)CZ131A	HEW - CZ131A	35	4	31	154
5	Toner - Designjet T120 (Yellow)CZ132A	HEW - CZ132A	35	4	31	154
6	Toner - Laserjet Pro 400 Color M451dn (Black) CE410A	HEW - C54410A	110	37	85	511
5	Toner - Laserjet Pro 400 Color M451dn (Magenta)-CE413A	HEW - C54413A	105	28	171	640
5	Toner - Laserjet Pro 400 Color M451dn (Yellow)-CE412A	HEW - C54412A	105	28	171	640
5	Toner - Laserjet Pro 400 Color M451dn (Cyan)-CE411A	HEW - C54411A	105	28	171	640
3	Toner-500 Color M551n Black-CE400A	WHD - CE400AC	205	46	110	336
2	Toner-500 Color M551n Yellow-CE402A	WHD - CE402AC	300	41	121	344
2	Toner-500 Color M551n Cyan -CE401A	WHD - CE401AC	300	41	121	344
2	Toner-500 Color M551n Magenta-CE400A	WHD - CE403AC	300	41	121	344
3	Toner - Laserjet Enterprise 600 M602n	WHD - CE390XC	395	29	173	375
4	Toner-Laserjet 8100/8150- C4182X	WHD - C4182XC	305	77	85	341

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# **INVITATION FOR BID IFB # 13-01211** **CHA BID TABULATION FOR TONER CARTRIDGES & SUPPLIES** **OPTION YEAR ONE: -ALTERNATIVE PRODUCTS**

Bid Proposal: The pages below list specific items for which the Authority requires fixed pricing. Bidders must complete the Catalog Number and Unit Price for Just In Time (JIT) Genuine HP Toner and Supplies / (OR EQUAL). Vendor proposing an alternative OR equal model Must indicate alternative model # and manufacture name above and Must submit specification sheet with their bid or the bid will be deemed non-responsive. Bidder must also provide the amount of discount off the bidder's catalog list price for the Base Contract Period as well as for the Two / One-Year Option periods. Failure to bid on all items listed below will result in the entire bid package being deemed non-responsive. Failure to sign these forms shall result in the entire proposal package being deemed non-responsive. The total Extended Price and total Option Year Unit Price must be entered on pages BF/11 through BF/13.

**NOTE:** Estimated quantities are for canvassing purposes only. Numbers do not reflect actual quantities of future items that may be required; actual order quantities may be higher or lower. The CHA will conduct a full review of such "or equal" or "same as" specifications (typically for the items proposed by the apparent low bidder only) after the submittal deadline. For any such proposed specifications that the CHA finds to not be an "equal" or "same as" item, shall give the CHA the right to reject such bidder as non-responsive and to proceed with such review with the next lowest bidder.

Does your firm offer Toner Cartridge Recycling Services? ☒ Yes ☐ No  
 If yes, are these services required with your discount: ☐ Yes ☒ No

15	Toner - Laserjet P2035n - CE505A/X	Bid	WHD	CE505AC	104	38	65	975
10	Toner - Laserjet 4100 - C8061A	Bid	HEN	C8061X	230	55	55	554
3	Toner-Laserjet C4680 - CC641WN#140	Bid	WHD	CC641WNR	47	51	23	69
3	Toner-Laserjet C4680 (Tri-color)- CC643WN#140	Bid	WHD	CC643WNR	23	5	22	65
4	Maintenance Kit- Laserjet S500 C9735A	Bid	HEN	C9735A	469	11	418	622
5	Fuser- Laserjet S500-C9734B	Bid	HEN	C9734B	304	17	32	1644
5	Fuser - Laserjet 9050-C9152A	Bid	WHD	C9152AC	404	39	285	1425
3	Waste Toner Bottle-C3525-CE254A	Bid	HEN	CE254A	15	7	14	42
2	Printheads Designjet T2300-(Grey/Photo black)C9380A	Bid	HEN	C9380A	78	17	65	131
2	Printheads -Designjet T2300- (Magenta/Cyan)C9383A	Bid	HEN	C9383A	78	17	65	131
2	Printheads -Designjet T2300 (Yellow/black) C9384A	Bid	HEN	C9384A	78	17	65	131

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# **INVITATION FOR BID IFB # 13-01211** **CHA BID TABULATION FOR TONER CARTRIDGES & SUPPLIES** **OPTION YEAR TWO -- ALTERNATIVE PRODUCTS**

Bid Proposal: The pages below list specific items for which the Authority requires fixed pricing. Bidders must complete the Catalog Number and Unit Price for Just In Time (JIT) Genuine HP Toner and Supplies / (OR EQUAL). Vendor proposing an alternative OR equal model Must indicate alternative model # and manufacturer name above and Must submit specification sheet with their bid or the bid will be deemed non-responsive. Bidder must also provide the amount of discount off the bidder's catalog list price for the Base Contract Period as well as for the Two / One-Year Option periods. Failure to bid on all items listed below will result in the entire bid package being deemed non-responsive. Failure to sign these forms shall result in the entire proposal package being deemed non-responsive. The total Extended Price and total Option Year Unit Price must be entered on pages BF/11 through BF/13.

**NOTE:** Estimated quantities are for canvassing purposes only. Numbers do not reflect actual quantities of future items that may be required; actual order quantities may be higher or lower. The CHA will conduct a full review of such "or equal" or "same as" specifications (typically for the items proposed by the apparent low bidder only) after the submittal deadline. For any such proposed specifications that the CHA finds to not be an "equal" or "same as" item, shall give the CHA the right to reject such bidder as non-responsive and to proceed with such review with the next lowest bidder.

Does your firm offer Toner Cartridge Recycling Services? ☐ Yes ☐ No  
 If yes, are these services required with your discount: ☐ Yes ☐ No

Estimated Quantities	Item Description	UOM	Brand	Catalog Number	Catalog Price	Catalog % Discount	Unit Price	Extended Price
28	Toner-Laserjet 5500 (Black) C9730A	Btl	IVR	83730	379		150	4200
25	Toner - Laserjet 5500 (Magenta) C9733A	Btl	IVR	83733	532		180	3250
25	Toner - Laserjet 5500 (Cyan) C9731A	Btl	IVR	83731	532		150	3250
25	Toner - Laserjet 5500 (Yellow) C9732A	Btl	IVR	83732	532		150	3250
25	Toner-Laserjet 9050-C8543X	Btl	WHD	C8543XC	393		145	3225
35	Toner-Laserjet 4015-CC364A	Btl	WHD	CC364AC	208		140	3850
10	Toner-Laserjet 3525 (Black) CE250A	Btl	WHD	CE250AC	183		130	1300
10	Toner-Laserjet 3525 (Magenta) CE253A	Btl	WHD	CE253AC	389		135	1350
10	Toner-Laserjet 3525 (Cyan) CE251A	Btl	WHD	CE251AC	389		135	1350
10	Toner-Laserjet 3525 (Yellow) CE252A	Btl	WHD	CE252AC	389		135	1350
25	Toner - Laserjet 4250-Q5942A	Btl	WHD	Q5942AC	186		80	2000
10	Toner - Laserjet 4000-C4172X	Btl	WHD	C4172XC	141		50	530
6	Toner - Laserjet C4700 Black-Q5950A	Btl	WHD	Q5950AC	273		130	630
6	Toner - Laserjet C4700 Magenta-Q5953A	Btl	WHD	Q5953AC	308		130	630
6	Toner - Laserjet C4700 Cyan-Q5951A	Btl	WHD	Q5951AC	308		130	630
6	Toner - Laserjet C4700 Yellow-Q5952A	Btl	WHD	Q5952AC	308		130	630
6	Toner - Designjet T2300 (Black) C9370A	Btl	HEW	C9370A	80		80	480
6	Toner - Designjet T2300 (Cyan) C9371A	Btl	HEW	C9371A	80		80	480
6	Toner - Designjet T2300 C9372A	Btl	HEW	C9372A	80		80	480

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**INVITATION FOR BID IFB # 13-01211**  
**CHA BID TABULATION FOR TONER CARTRIDGES & SUPPLIES**  
**OPTION YEAR TWO -ALTERNATIVE PRODUCTS**

Bid Proposal: The pages below list specific items for which the Authority requires fixed pricing. Bidders must complete the Catalog Number and Unit Price for Just In Time (JIT) Genuine HP Toner and Supplies / (OR EQUAL). Vendor proposing an alternative OR equal model Must indicate alternative model # and manufacture name above and Must submit specification sheet with their bid or the bid will be deemed non-responsive. Bidder must also provide the amount of discount off the bidder's catalog list price for the Base Contract Period as well as for the Two / One-Year Option periods. Failure to bid on all items listed below will result in the entire bid package being deemed non-responsive. Failure to sign these forms shall result in the entire proposal package being deemed non-responsive. The total Extended Price and total Option Year Unit Price must be entered on pages BF/11 through BF/13.

**NOTE:** Estimated quantities are for canvassing purposes only. Numbers do not reflect actual quantities of future items that may be required; actual order quantities may be higher or lower. The CHA will conduct a full review of such "or equal" or "same as" modifications (typically for the items proposed by the apparent low bidder only) after the submitted deadline. For any such proposed specifications that the CHA finds to not be an "equal or same as" item, shall give the CHA the right to reject such bidder as non-responsive and to proceed with such review with the next lowest bidder.

Does your firm offer Toner Cartridge Recycling Services? ☐ Yes ☐ No  
 If yes, are these services required with your discount: ☐ Yes ☐ No

6	(Tag) C73		11-0		ola	Price	Est
6	Toner - Designjet T2300 (Matte Black) C9403A	Btl	HEW - C9443A	80	10	72	430
6	Toner - Designjet T2300(Yellow)C9373A	Btl	HEW - C9323A	80	10	70	430
6	Toner - Designjet T2300 (Grey)C9374A	Btl	HEW - C9374A	80	10	70	430
5	Toner -Designjet T120 (Black)CZ129A	Btl	HEW - CZ132A	35	140	30	150
5	Toner -Designjet T120 (Cyan)CZ130A	Btl	HEW - CZ132A	35	4	30	150
5	Toner -Designjet T120 (Magenta)CZ131A	Btl	HEW - CZ132A	35	4	30	150
5	Toner -Designjet T120 (Yellow)CZ132A	Btl	HEW - CZ132A	35	4	30	150
6	Toner -Laserjet Pro 400 Color M451dn (Black) CE410A	Btl	HEW - C54410A	110	23	90	540
5	Toner -Laserjet Pro 400 Color M451dn (Magenta)-CE413A	Btl	HEW - C54413A	105	21	130	650
5	Toner -Laserjet Pro 400 Color M451dn (Yellow)-CE412A	Btl	HEW - C54412A	105	21	130	650
5	Toner -Laserjet Pro 400 Color M451dn (Cyan)-CE411A	Btl	HEW - C54411A	105	21	130	650
3	Toner-500 Color M551n Black-CE400A	Btl	WHD - CE400AC	205	40	100	360
2	Toner-500 Color M551n Yellow-CE402A	Btl	WHD - CE402AC	300	60	125	250
2	Toner-500 Color M551n Cyan -CE401A	Btl	WHD - CE401AC	300	60	125	250
2	Toner-500 Color M551n Magenta-CE400A	Btl	WHD - CE403AC	300	60	125	250
3	Toner -Laserjet Enterprise 600 M602n	Btl	WHD - CE390XC	390	60	130	390
4	Toner-Laserjet 8100/8150- C4182X	Btl	WHD - C4182XC	365	25	90	360

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**NOTE: Estimated quantities are for canvassing purposes only. Numbers do not reflect actual quantities of future items that may be realized; actual order quantities may be higher or lower. The CHA will conduct a full review of such "or equal" or "same as" specifications (typically for the items processed by the apparent low bidder only) after the submittal deadline. For any such proposed specifications that the CHA finds to not be an "equal or "same as" item, shall give the CHA the right to reject such bidder as non-responsive and to proceed with such review with the next lowest bidder.**

discount: ☐ Yes ☐ No  
i.e. all 997 est

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**CHICAGO HOUSING AUTHORITY  
Department of Procurement & Contracts**

**STATEMENT OF BIDDER'S QUALIFICATIONS**

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 <i>Supply of 12/10/11 1000 Cartridges</i>		SPECIFICATION OR RFP NO. <i>13-01211</i>
COMPANY NAME <i>Warch</i>	DUN & BRADSTREET NUMBER <i>09-678-7711</i>	
PARENT COMPANY (IF APPLICABLE)	PREVIOUS COMPANY NAME	

**PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS ON BEHALF OF COMPANY**

NAME	OFFICIAL CAPACITY
<i>John Mayer</i>	<i>President</i>
<i>Kevin Johnson</i>	<i>Chairman</i>
<i>Bob Swanson</i>	<i>V.P.</i>

**BANK REFERENCES**

BANK NAME <i>Bank of America</i>	ADDRESS <i>135 S. LaSalle St. #715</i>
CITY, STATE, ZIP CODE <i>Chicago IL 60603</i>	CONTACT PERSON <i>Greg Longo</i>
TELEPHONE NO. <i>312-992-9138</i>	

**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 <i>Cook County</i>		ACTIVITY <i>0</i>	DOLLAR AMOUNT <i>\$1,200,000</i>	
DATE COMPLETED <i>Sept. 2012</i>	P.O./CONTRACT NO.	CONTACT PERSON <i>Bob Flack</i>	PHONE NO. <i>310.600.6000</i>	FAX NO.
AGENCY/COMPANY NAME <i>H.A.C.C.</i>		ACTIVITY <i>Cap Rep</i>	DOLLAR AMOUNT <i>\$1M</i>	
DATE COMPLETED <i>Current</i>	P.O./CONTRACT NO.	CONTACT PERSON <i>Rory Harris</i>	PHONE NO. <i>312-542-4663</i>	FAX NO.
AGENCY/COMPANY NAME		ACTIVITY	DOLLAR AMOUNT	
DATE COMPLETED	P.O./CONTRACT NO.	CONTACT PERSON	PHONE NO.	FAX NO.

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 <i>Kevin Johnson</i>	PRINTED NAME OF PRINCIPAL <i>Kevin Johnson</i>	DATE SIGNED <i>10/11/12</i>
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**CHICAGO HOUSING AUTHORITY  
Department of Procurement & Contracts**

**CONTRACTOR'S AFFIDAVIT**

Bidder/Proposer Name: Warehouse Direct  
Bidder/Proposer Address: 2411 S. Mt. Pleasant Rd  
Chicago, IL 60618  
IFB/RFP NUMBER: 13C012-11  
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 Kevin Johnson as Chairman  
(Name) (Title)

and on behalf of Warehouse Direct ("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 checked="" type="checkbox"/>	Corporation	<input 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: \$9,000,000

Current Net Worth Private Date Business Started \_\_\_\_\_

**SECTION 1. FOR PROFIT CORPORATIONS**

- a. Incorporated in the State of Delaware
- 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>Kevin Flesio</u>	<u>Chairman</u>	_____	_____
<u>John Meyer</u>	<u>President</u>	_____	_____
<u>Bob Swanson</u>	<u>V.P.</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
<u>Johnson Family</u>	<u>2221 S. Mt. Pleasant</u>	<u>51</u> %
_____	<u>Dallas, TX</u>	_____ %
_____	_____	_____ %
_____	_____	_____ %

- 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%

**CHICAGO HOUSING AUTHORITY**  
**Department of Procurement & Contracts**

**CONTRACTOR'S AFFIDAVIT**

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.

**CHICAGO HOUSING AUTHORITY**  
**Department of Procurement & Contracts**

**CONTRACTOR'S AFFIDAVIT**

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

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- 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:

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**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)
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**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-

**CHICAGO HOUSING AUTHORITY**  
**Department of Procurement & Contracts**

**CONTRACTOR'S AFFIDAVIT**

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.   *A*   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   X  

- 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 \_\_\_\_\_

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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**

To the extent that the contract to be awarded to the Contractor involves construction and/or is a labor related contract and the contract amount exceeds \$100,000.00 (Section 3 contract pursuant to 24 CFR §135.1 et seq.), the Contractor hereby certifies that said Contractor will comply with all Section 3 regulations and any applicable CHA Board Resolution(s).

**XII. INCORPORATION INTO CONTRACT AND COMPLIANCE**

The above certifications set forth in this Contractor's Affidavit shall become part of Contract No. 13-010111 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.

X *[Signature]*

Signature of President or Authorized Officer

X *Kevin Johnson*

Name of President or Authorized Officer

*Chairman*

Title

*847. 631-7157*

Telephone Number

State of *IL*

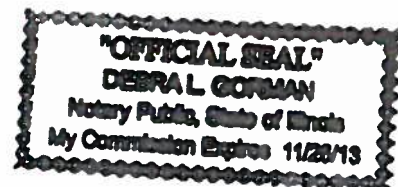
County of *COOK*

Signed and sworn to before me this *11* day of *October*, 20 *13*  
by

*Kevin Johnson* (Name) as *Chairman*

(Title) of *Wapahuta District* (Contractor)

Notary Public Signature *Debra L. Gorman*





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**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

supply & deliver inner car lifts  
(IFB or RFP Title or P.O. Commodity Description)

13-01211  
(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).

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- 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: *51 F/M*

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

EXECUTED THIS 11 DAY OF Oct 20 13

BY *Kevin Johnson*  
 (SIGNATURE)

Kevin Johnson  
 (PRINTED OR TYPED NAME)

TITLE CEU  
 (PRINCIPAL)

FIRM NAME <i>Wardwest Direct</i>	STREET ADDRESS <i>2401 S. Mt. Pleasant Rd</i>
CITY, STATE, ZIP CODE <i>Nash Placem, IL 60418</i>	TELEPHONE NUMBER <i>847. 631-7153</i>

# Certifications and Representations of Offerors Non-Construction Contract

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

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

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

## 1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
  - (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
- (b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

#### 4. Organizational Conflicts of Interest Certification

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

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

#### 5. Authorized Negotiators (RFPs only)


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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

 12/1/13  
Signature & Date:

   
Typed or Printed Name:

  
Title: