PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TAFT STETTINIUS & HOLLISTER LLP

AND

THE CHICAGO HOUSING AUTHORITY

Revised October 2015
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PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, the "Agreement") is entered into and effective as of this 1st day of December, 2018 by and between the CHICAGO HOUSING AUTHORITY (the "CHA"), a municipal corporation organized under the Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., with offices at 60 E. Van Buren St., Chicago, Illinois 60605, and Taft Stettnius & Hollister LLP (the "Contractor"), an Ohio Limited Liability Partnership with offices at 111 East Wacker Drive, Suite 2800, Chicago, Illinois 60601.

RECITALS

WHEREAS, the CHA is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low income families in accordance with the United States Housing Act of 1937, 42 U.S.C. §1437 et seq.; regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), and the Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances;

WHEREAS, the CHA released its Small Purchase Event No. 2454 (2018) (the "Solicitation", attached hereto and incorporated herein as Attachment 1) for Minority/Women/Disabled-Owned Business Enterprise (MWDBE) certification assistance services on or about March 20, 2018 to procure the services of a qualified firm to provide a professional services to advise and assist CHA Section 3 businesses in obtaining and maintaining MWDBE certification(s);

WHEREAS, the Contractor submitted its original proposal on or about April 3, 2018, and thereafter provided/affirmed its best and final offer relating to such proposal (as updated and submitted, the "Proposal", attached hereto and incorporated herein as Attachment 1D), to the CHA indicating it is ready, willing and able to provide the Services as set forth in the Solicitation; and

WHEREAS, the CHA and the Contractor desire to enter into the Agreement for the provision of professional services to provide MWDBE certification assistance to CHA Section 3 businesses;

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the CHA and the Contractor agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS AND DOCUMENTATION

Section 1.01 Incorporation of Recitals and Documentation

The recitals set forth above are incorporated by reference as if fully set forth herein. Similarly, the Solicitation and the Contractor’s submissions provided in response to the Solicitation (including, without limitation, the Proposal, Contractors Affidavit and all other
supporting Contractor documents and submissions) are also incorporated into this Agreement by reference, as if fully set forth herein.

Section 1.02 Definitions

“Contract” or “Agreement” means the contract entered into between the CHA and the Contractor. It includes the Agreement, the General Conditions for Non-Construction Contracts (HUD Form 5370-C), the Certifications and Representations of Offerors - Non Construction Contracts (HUD Form 5369-C), the Contractor’s Affidavit and any other exhibits which have been specifically incorporated by reference in the Agreement.

ARTICLE 2. CONTRACTOR'S DUTIES AND RESPONSIBILITIES

Section 2.01 Services to be Performed

A. Scope of Services

The services that the Contractor shall provide during the term of the Agreement shall include, but not be limited to, providing professional services to advise and assist CHA Section 3 businesses in obtaining and maintaining MWDBE certification (hereinafter collectively referred to as the “Services”).

B. Statement of Work

The Services to be performed by the Contractor during the term of the Agreement are more fully described in the Statement of Work set forth in Exhibit 1, which is attached hereto and incorporated by reference herein.

C. Deliverables

In performing the Services, the Contractor shall prepare and/or provide the above deliverables along with any other required work product that may consist of documents, data, studies, reports, findings or information in any form prepared or assembled either in hard copy or on diskette (hereinafter, collectively, “Deliverables”). The CHA reserves the right to reject Deliverables which in the reasonable judgment of the CHA do not adequately represent the intended level of completion or standard of performance, do not include relevant information or data, or do not include all documents specified in this Agreement, or reasonably necessary for the purposes for which the CHA made this Agreement with the Contractor. The CHA will notify the Contractor in writing of any deficiencies the CHA may identify involving a Deliverable.

Partial or incomplete Deliverables may be accepted for review only when required for a specific purpose and when consented to in advance by the CHA. Such Deliverables may not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables shall in no way relieve the Contractor of its commitments hereunder.
Section 2.02 Performance Standards

The Contractor shall perform all Services required under this Agreement with the degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Furthermore, the Contractor shall perform or cause to be performed all Services required by the Agreement in accordance with the terms and conditions of this Agreement, in accordance with any federal, state and local laws, statutes, applicable to this Agreement, and to the satisfaction of the CHA. The Contractor must at all times act in the best interests of the CHA consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement and will assure timely and satisfactory rendering and completion of its Services, including but not limited to Deliverables. Specifically, all services shall be performed in accordance with the due professional care standards required by and in accordance with the terms and conditions of this Agreement.

The Contractor must assure that all Services which require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor covenants with the CHA to furnish its best professional expertise and judgment in furthering the CHA's interests. The Contractor shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. The Contractor agrees that performance of the Services in a satisfactory manner shall include quick response to the CHA's needs. Accordingly, the Contractor shall return all telephone calls and respond to all electronic mail on a timely basis within one (1) business day.

Section 2.03 Key Personnel

O. Kate Trageser, Partner, shall be responsible for supervising Contractor's personnel and directing the Services to be performed during the term of the Agreement. The Contractor retains the right to substitute key personnel with reasonable cause by giving written notice to the CHA, provided that the CHA shall have the right to approve such staff changes and said approval shall not be unreasonably withheld.

Section 2.04 Non-Discrimination

amended; and the Chicago Fair Housing Regulations, s5-8-010 et seq., of the Municipal Code of Chicago, as amended. In addition, Contractor must furnish such reports and information as requested by the Chicago Commission on Human Relations.

Section 2.05 Section 3 and MBE/WBE/DBE Participation and Requirements

A. Section 3 – Compliance: The CHA has determined that the contract awarded under this Solicitation is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, (Section 3), and Title 24 of Subchapter B, Part 135 – Economic Opportunities for Low- and Very Low-Income Persons, 24 CFR 135.3. Section 3 Compliance requires that any contract or subcontract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form of training, employment, contracting, and other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction be directed to low- and very low-income persons.

1. Section 3 - Clause

i. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii. The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

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

iv. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in
24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

vi. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

2. Section 3 Compliance Goals

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

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

(a) 51 percent or more owned by section 3 residents; or
(b) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
(c) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

ii. Contractor and sub-contractors may demonstrate compliance with the requirements for contracting with Section 3 Business Concerns by committing to award to Section 3 Business Concerns at least 10 percent of the total dollar amount of the contract awarded to the contractor for building trades work for maintenance, repair modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction and at least 3 percent of the total dollar amount of all other Section 3 covered contracts.

iii. In evaluating compliance with 24 CFR Part 135, contractors and their subcontractors have the burden of demonstrating to the greatest extent feasible their ability or inability to meet the goals set forth in 24 CFR Part 135 for providing training, employment and contracting opportunities to section 3 residents and section 3 business concerns.

iv. Contractors and their subcontractors are also encouraged to provide other economic opportunities to train and employ section 3 residents including, but not
limited to, use of “upward mobility”, “bridge” and trainee positions to fill vacancies, and hiring section 3 residents in part-time positions (24 CFR 135.40).

3. Documenting and Reporting

i. Contractor agrees to comply with the above Section 3 requirements in accordance with the Contractor’s Section 3 Utilization Plan, which shall be prepared by the Contractor and agreed to by CHA. CHA shall not be required to agree to the Contractor’s Utilization Plan until the Contractor meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA’s Section 3 requirements as may be required. Contractor’s Section 3 Utilization Plan is attached hereto as Exhibit III and is incorporated by reference herein.

iii. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor’s Section 3 requirements to the CHA via CHA’s electronic system available at https://cha.diversitycompliance.com/. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

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

B. MBE/WBE/DBE Compliance. Contractor agrees to comply with the CHA’s Minority and Women Disadvantaged Business Enterprise (“MBE/WBE/DBE”) requirements in accordance with the Contractor’s MBE/WBE/DBE Utilization Plan, which is attached hereto as Exhibit IV and incorporated by reference herein, and otherwise comply with the CHA’s MBE/WBE Policy (see http://www.thecha.org/pages/mbewbedebe/36.php or the copy included in the Solicitation).

Documenting and Reporting. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor’s MBE/WBE/DBE to the CHA via CHA’s electronic system available at https://cha.diversitycompliance.com/. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

Section 2.06 HUD’s General Conditions for Non-Construction Contracts

HUD’s General Conditions for Non-Construction Contracts (HUD form 5370-C (10/2006)) (“General Conditions”), are attached hereto as Exhibit V and incorporated by reference as if fully set forth herein. The Contractor agrees to fully comply with the General Conditions. In the event of a conflict between the terms and conditions of the General Conditions and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.
Section 2.07 Ownership of Work Product, Documents, Records and Reports

A. Contractor acknowledges that all Deliverables in any form including but not limited to, work papers, reports, spreadsheets, data, data-bases, documentation, training materials, drawings, photographs, film and all negatives, software, tapes and the masters thereof, prototypes, and other material, or other work product generated and assembled either in hard copy or on diskette, pursuant to the work contracted for by the CHA (hereinafter, "Work Product") will belong solely to the CHA and the Contractor will retain no rights therein. The Work Product is conclusively deemed by the parties as “works made for hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (hereinafter, “the Act”), and the CHA will be the copyright owner thereof and of all aspects, elements and components thereof in which copyright can subsist.

To the extent the Work Product does not qualify as “work made for hire,” Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the CHA, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals therefore, and other intangible, intellectual property embodied in or pertaining to the Work contracted for under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will execute assignments in the forms attached if requested by the CHA, without additional compensation. Contractor will document all work performed for the CHA and will turn such documentation over to the CHA on completion of the Contractor’s services hereunder or earlier, if requested by the CHA. Contractor will make no use of the Work Product generated during the course of its work for the CHA during or after the term of this Agreement except to perform the work requested by the CHA.

To the extent the CHA is unable to effectively or economically use the Work Product without also using rights which are the subject of patent applications, patents, copyrights or other statutory protection owned by Contractor, Contractor grants to the CHA, a royalty-free, irrevocable, worldwide, nonexclusive license to make, have made, sell, use, reproduce, disclose, and publish such rights as necessary to fully utilize the Work Product.

In addition, Contractor agrees that it will not do anything contrary to the CHA’s ownership in the Work Product or which might impair the value of such ownership. Contractor agrees to cooperate with the CHA in executing all documentation requested by the CHA to enable the CHA to perfect its right in and to the Work Product.

B. All Work Product and CHA Documents provided to, or prepared or assembled by the Contractor in connection with the performance of the Contractor’s Services under this Agreement shall be the property of the CHA. The Contractor shall establish precautions against the destruction of all such CHA Documents and shall be responsible for any loss or damage to the CHA Documents while in the Contractor’s possession or use and the Contractor shall be responsible for restoring such CHA Documents at its sole expense. Except as provided above, if any CHA Documents destroyed while in the Contractor’s possession are not restorable, the Contractor shall be responsible for any loss suffered by the CHA on account of such loss or damage.

C. The Contractor shall deliver or cause to be delivered all Work Product and/or CHA Documents, including, but not limited to, all Deliverables prepared for the CHA under the
Agreement, to the CHA promptly in accordance with the time limits prescribed in the Agreement, or if no time limit is specified, then upon reasonable demand thereof or upon termination or completion of the Contractor's Services or expiration of the Agreement hereunder. In the event of the failure by Contractor to make such delivery, then and in that event, the Contractor shall pay to the CHA any damages the CHA may sustain by reason thereof. The Contractor shall maintain all CHA Documents not previously delivered to the CHA for a period of three (3) years after final payment made in connection with the Agreement.

D. The Contractor shall maintain its books, records, documents, and other materials related to the performance of the Agreement for a period of three (3) years following the expiration or termination of the Agreement and after final payment has been made and all other pending matters are closed, and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred or anticipated to be incurred for or in connection with the performance of the Contractor's Services under the Agreement. The Contractor shall maintain its accounting system, books and records in a manner that complies with generally accepted accounting principles ("GAAP"), consistently applied throughout.

E. The provisions of Section 2.08 shall survive the expiration or termination of the Agreement.

F. The Contractor shall flow down the provisions of this Section 2.08 titled "Ownership of Work Product, Documents, Records and Reports" to its subcontractors at every tier.

Section 2.08 Audit Requirement

The CHA retains an irrevocable right to independently or, through a third party, audit the Contractor’s books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to the Contractor. In the event of a disallowance, the Contractor shall refund the amount disallowed to the CHA.

Section 2.09 Confidentiality

The Contractor agrees that all Deliverables, reports, documents or other information prepared or assembled by, or received or encountered by the Contractor, its employees, agents and subcontractors pursuant to this Agreement are to remain confidential ("Confidential Information"). Further, the Contractor agrees that such Confidential Information shall not be made available to any individual or organization other than the CHA, HUD or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of the CHA. In the event the Contractor is presented with a subpoena regarding such Confidential Information, which may be in the Contractor’s possession by reason of this Agreement, the Contractor must immediately give notice to the CHA’s Chief Executive Officer and General Counsel with the understanding that the CHA will have the opportunity to contest such process by any means available to it before the Confidential Information is submitted to a court or other third party. The Contractor, however, is not obligated to withhold the delivery of such Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.
Section 2.10  Subcontracts and Assignments

Unless otherwise provided for herein, the Contractor shall not subcontract, assign otherwise delegate or otherwise transfer all or any part of its obligations under this Agreement or any part hereof without the prior written approval of the CHA. The absence of such prior written approval shall void the attempted subcontracting, assignment, delegation or transfer and shall have no legal effect on the Services or this Agreement.

The Contractor shall not transfer or assign, in whole or in part, any funds or claims due or which may become due under this Agreement without the prior written approval of the CHA. Any attempted transfer or assignments of any contract funds, either in whole or in part, or any interest therein, which shall be due or to become due to the Contractor, without the prior written approval of CHA shall be void and of no legal effect. The CHA expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.11  Patents and Copyrights

The CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for CHA or HUD purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any rights of copyright or patent of which the Contractor purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

Section 2.12  Religious Activities

In connection with the Services to be provided under this Agreement, the Contractor agrees:

A. That it shall not discriminate against any person on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion; and

B. That it shall not discriminate when rendering the Services hereunder against any person on the basis of religion and shall not limit such Services or give preference to persons on the basis of religion.

Section 2.13  Drug-Free Workplace

The Contractor shall establish procedures and policies to promote a "Drug-Free Workplace." Further, the Contractor shall notify all employees of its policy for maintaining a "Drug-Free Workplace," and the penalties that may be imposed for drug abuse violations occurring in the workplace. Further, the Contractor shall notify the CHA if any of its employees are convicted of a criminal drug offense in the workplace no later than ten (10) days after such conviction.

Section 2.14  Force Majeure

Notwithstanding any other provision in this Agreement, the Contractor shall not be liable or held responsible for any failure to perform or for delays in performing its obligation under the Agreement, including but not limited to, the scope of services set forth hereunder which result from circumstance or causes beyond Contractor’s reasonable control, including without limitation,
fire or casualty, acts of God, strikes or labor disputes, war or violence, or any lay, order or requirement of any government agency or authority.

Section 2.15  CHA Inspector General

It is the duty of the Contractor and its subcontractors to cooperate with the CHA Inspector General in any investigation or hearing undertaken. All of the Contractor’s subcontracts must include this provision and require agreement and compliance with the same.

Section 2.16  Compliance with CHA Policies

The Contractor shall comply with the applicable provisions of all CHA policies including, but not limited to:

- Ethics Policy
- Local Transportation & Mileage Reimbursement Policy
- CHA Travel Guidelines
- General Business Expense Policy

Section 2.17  CHA Minimum Wage Policy

Pursuant to the CHA’s Minimum Wage Policy adopted under Executive Order #2014-1, the Contractor shall observe and pay to its Covered Employees wages not less than the mandatory CHA Minimum Wage rate then in effect under the CHA Minimum Wage Policy

ARTICLE 3.  TERM OF AGREEMENT

Section 3.01  Term of Agreement/Option(s)

The base term of this Agreement is for a one (1) year term, effective for the period of April 1, 2019 through March 31, 2020 (the “Base Term”), or until the Services to be provided under this Agreement are fully completed and accepted, whichever occurs last, and the CHA reserves the right to exercise one (1) one-year extension option at the end of the Base Term, in its sole discretion.

Section 3.02  Timeliness of Performance

The Contractor shall use its best efforts to provide the Services and Deliverables within the time limits required under this Agreement, or from time to time as otherwise required by the CHA. The Contractor and the CHA acknowledge that deadlines for certain Services provided for in this Agreement may be dictated by the requirements of agencies or events outside the control of the CHA and the Contractor, and the failure by the Contractor to meet deadlines may result in economic or other significant losses to the CHA. Therefore, except to the extent that the Contractor’s inability to meet its deadlines is caused by the delay due to the CHA, by acts of God or other events outside the control of the Contractor, TIME IS OF THE ESSENCE, so that failure to perform in a timely manner shall be considered a material breach of the Agreement.
ARTICLE 4. COMPENSATION AND PAYMENT

Section 4.01 Compensation

In consideration of the Contractor's complete and satisfactory performance and provision of the Services and related activities herein, the CHA shall pay the Contractor compensation on a firm-fixed rate basis at the various rates and levels set forth in Exhibit I for Service Areas 1, 2, 3 and 4 of the Scope of Work, and for total compensation in the not-to-exceed amount of One Hundred Forty Two Thousand and 00/100 Dollars ($142,000.00) (hereinafter the "Total Compensation").

The Contractor agrees not to perform, and waives any and all claims for payment of work, materials, expenses, resources or other claims which would result in billings beyond this amount. It is mutually understood and agreed by the parties that the above agreed upon Total Compensation amount, which includes all reimbursable expenses (if any), is the only compensation provided for in this Agreement and there will be no additional, costs, fees or other type of profit allowable or paid under this Agreement without an express written amendment to the Agreement authorizing said additional work or expenses. The Contractor acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the previously agreed compensation amount.

Section 4.02 Invoice & Payment

The Contractor shall submit an invoice to the CHA within ten (10) business days after the end of each month during which any Service hours are performed and completed by Contractor, and accepted by the CHA. Each invoice shall contain back-up information as required by the CHA, including but not limited to, a brief description of the Services provided and completed during the invoice period. The CHA shall not be required to give approval or make payments pursuant to a submitted invoice unless the information required to be included with the invoice, or that has been specifically requested by the CHA, and all the reporting requirements and Deliverables as set forth in this Agreement, or other reasonable and written requests by CHA for additional information, have been met.

CHA will make commercially reasonable efforts to make payment for Services rendered under this Agreement within thirty (30) days after receipt and approval of each invoice submitted. All invoices shall be subject to review and approval by the CHA. If the CHA objects to all or any portion of any invoice, it shall notify the Contractor of its objection in writing and both parties shall make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, the CHA may, at its option, pay the undisputed portion of any invoice without being deemed to have accepted the disputed portion.

Section 4.03 Non-Appropriation

Funding for this Agreement is subject to: (1) availability of federal funds from HUD, (2) the approval of funding by the CHA’s Board of Commissioners, and (3) the Contractor’s satisfactory performance of this Agreement. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted or appropriated funds are rescinded by Congress in any fiscal period of the term of this Agreement for payments to be made under this Agreement, then the CHA may notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of
the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted.

ARTICLE 5. DISPUTES

Section 5.01 Disputes

In the event of a dispute between the CHA and the Contractor involving this Agreement, both parties will attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, either party shall, unless otherwise set forth herein, submit the dispute in writing to CHA’s Director of Procurement and Contracts, who shall, with reasonable promptness, render a decision concerning the dispute submitted. The decision of the Director of Procurement and Contracts shall be final and binding.

ARTICLE 6. RISK MANAGEMENT

Section 6.01 Insurance

The Contractor agrees to comply with and meet or exceed all of CHA’s insurance requirements that are set forth in Exhibit VI, which is attached hereto and incorporated by reference herein as if fully set forth herein.

Section 6.02 Indemnification

The Contractor agrees to protect, defend, indemnify, keep save, and hold the CHA, its officers, officials, employees and agents and contractors free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional 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 this Agreement and/or the acts and omissions of the Contractor, its 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 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 Contractor 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 the costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

To the extent permissible by law, Contractor waives any limits on Contractor’s liability that it would otherwise have by virtue of the Workers Compensation Act or any other law or judicial decision (specifically Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)).

The CHA shall have the right, at Contractor’s expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The
Contractor 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 Contractor’s responsibility to obtain, procure and maintain insurance pursuant to any other section of this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

ARTICLE 7. EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

Section 7.01 Events of Default Defined

Each of the following shall constitute an event of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the CHA.

B. The Contractor's failure to perform any of its obligations under this Agreement including, but not limited to, the following:

1. Failure to perform the Services with sufficient personnel or with sufficient material to ensure the performance of the Services or due to a reason or circumstance within the Contractor’s control;

2. Failure to meet any of the performance standards set forth in this Agreement;

3. Failure to perform the Services in a manner reasonably satisfactory to the CHA, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

4. Failure to promptly re-perform within a reasonable time Services or Deliverables that were rejected as erroneous or unsatisfactory;

5. Discontinuance of the Services for reasons or circumstances not beyond the Contractor’s control;

6. Failure to comply with a material term of this Agreement, including, but not limited to, the provisions concerning compliance with HUD regulations, insurance and nondiscrimination; and

7. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. Any change in majority ownership or majority control of the Contractor without the prior written approval of the CHA, which written approval shall not be unreasonably withheld.

D. The Contractor's default under any other agreement it may presently have or may enter into with the CHA during this Agreement. The Contractor acknowledges and
agrees that in the event of a default under this Agreement the CHA may also declare a default under any such other agreements.

Section 7.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within thirty (30) calendar days after receipt of written notice given in accordance with the terms of this Agreement and specifying the event of default or, if such event of default cannot be reasonably cured within thirty (30) calendar days after notice, or if the Contractor has failed to commence and continue diligent efforts to cure such default within thirty (30) days, the CHA may, at its sole option, declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the CHA and neither that decision nor the factual basis for it is subject to review or challenge under the disputes provision of this Agreement. Written notification of the default, and any intention of the CHA to terminate the Agreement, shall be provided to the Contractor and such decision shall be final and effective upon the Contractor’s receipt of such notice pursuant to Article 10. Upon the giving of such notice, the CHA may invoke any or all of the following remedies:

A. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the CHA.

B. The right to pursue any and all remedies, legal and/or equitable, available to the CHA.

C. The right to withhold all or any part of Contractor’s compensation hereunder with respect to Services not completed in accordance with the terms hereof prior to the termination of this Agreement.

D. The right to deem Contractor non-responsible in future contracts to be awarded by the CHA.

E. The right to take over and complete the Services or any part thereof as agent for and at the cost of contractor, either directly or through others.

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

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or failure to exercise any right or power accruing upon any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.
Section 7.03  Termination for Convenience

The CHA may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by written notice from the CHA to Contractor when the Agreement may be deemed to be no longer in the best interests of the CHA. If the CHA elects to terminate the Agreement in full, all Services to be performed hereunder shall cease effective ten (10) calendar days after the date written notice has been provided. The Contractor shall continue to render the services until the effective date of termination. No cost incurred by the Contractor after the effective date of termination shall be allowed. Subject to performance within the requisite performance standards and audits of invoices as set forth above, the CHA shall pay to Contractor on a pro-rata basis, costs incurred for Services rendered through the date of termination. This Section 7.03 is not subject to Article 5 of this Agreement.

The Contractor shall flow down the provisions of Section 7.03 in all of its contracts with its subcontractors, if any.

Section 7.04  Suspension

The CHA may at any time request that the Contractor suspend its Services, or any part thereof, by giving ten (10) days prior written notice to the Contractor or upon no notice in the event of an emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance of such Services under the same terms and conditions as stated herein upon written notice by the CHA (Director of Procurement and Contracts).

Section 7.05  No Damages for Delay

The Contractor agrees that it shall make no claims against the CHA for damages, charges, interest, additional costs or fees incurred by reason of delays or suspension of work caused by the CHA in the performance of its obligations under this Agreement. The Contractor's sole and exclusive remedy for delays or suspension of work caused by the CHA is an extension of time equal to the duration of delay or suspension to allow the Contractor to perform its obligation under this Agreement.

Section 7.06  Right to Offset

To the extent permitted by applicable law:

A. In connection with performance under the Agreement, the CHA may offset any incremental costs and other damages the CHA incurs in any and all of the following circumstances:
   i. If the CHA terminates the Agreement for default or any other reason resulting from the Contractor's performance or non-performance;
   ii. If the CHA exercises any of its remedies under Section 7.02 of the Agreement;
   iii. If the CHA has any credits due or has made any overpayments under the Agreement.
The CHA may offset these incremental costs and any other damages by use of any payment due for Services completed before the CHA terminated the Agreement or before the CHA exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, the Contractor shall be liable for and must promptly remit to the CHA the balance upon written demand for it. The right to offset is in addition to and not a limitation of any other remedies available to the CHA.

B. Without breaching this Agreement, the CHA may set off a portion of the compensation due under this Agreement in an amount equal to the amount of any liquidated or un-liquidated damages or claims that the CHA has against the Contractor arising out of any other agreements between the CHA and the Contractor or otherwise unrelated to this Agreement. If and when the CHA’s claims against the Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the CHA will reimburse the Contractor to the extent of the amount the CHA has offset against this Agreement inconsistently with the determination or resolution.

ARTICLE 8. WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS

Section 8.01 Warranties, Representations and Covenants

In connection with the execution of this Agreement, the Contractor warrants and represents to CHA:

A. That it is financially solvent; and that it and each of its employees or agents of any tier are competent to perform the Services required under this Agreement; and that Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That no officer, agent or employee of the CHA is employed by the Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder, except as may be permitted in writing by the CHA and HUD, and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of the Contractor to any employee of the CHA; and the Contractor further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable as to the CHA.

C. That Contractor and its subcontractors, if any, are not in default at the time of the execution of this Agreement, or deemed by the CHA’s Director of Procurement and Contracts to have, within the last five (5) years, been found to be in default on any contract awarded by the CHA.

D. That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the CHA, its officials, officers, agents, or employees, has induced the Contractor to enter into this Agreement or has been relied upon by the Contractor.

E. That the Contractor has carefully examined and analyzed the provisions and requirements of this Agreement and that it understands the nature of the Services required;
F. That the Contractor acknowledges that the CHA, in its selection of the Contractor to perform the Services hereunder, materially relied upon the Contractor's Proposal, that the Proposal was accurate at the time it was made and that no material changes in it have been nor will be made without the express consent of the CHA;

G. That except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the CHA, its officials, officers, agents, or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor.

G. That the Contractor and, to the best of its knowledge, its subcontractors are not in violation of the provisions of 18 U.S.C. § 666 (a)(2) and other Federal criminal laws applicable to public contracts funded with federal government funds, the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; and the CHA's Ethics Policy, as amended (see http://www.thecha.org/pages/forms__documents/66.php).

H. That the Contractor has disclosed any and all relevant information to the CHA and the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath or failure to disclose in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination of this Agreement.

I. That the Contractor is a duly organized and validly existing corporation under the laws of the State of Illinois and has and will continue to have at all times during the term of this Agreement, all licenses necessary to render the Services required hereunder.

J. That the Contractor has the power and authority to enter into and perform all of its obligations under this Agreement, and that this Agreement, when executed will constitute the duly authorized, valid and legally binding obligation of the Contractor.

Section 8.02 Joint and Several Liability

In the event that the Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Contractor shall be the joint and several obligation or undertaking of each individual or other legal entity.

Section 8.03 Business Documents and Contractor's Affidavit

The Contractor shall provide to the CHA evidence of its authority to conduct business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois. The Contractor's Affidavit and Contractor's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C) are attached hereto as Exhibit VII and incorporated by reference as if fully set forth herein.
Section 8.04 Conflict of Interest

A. No member of the governing body of the CHA or other units of government and no other officer, employee, or agent of the CHA or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any personal interest, direct, or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly or CHA employee shall be entitled to any share or part of this Agreement or to any financial benefit to arise from it.

B. The Contractor covenants that it and its employees, or sub-contractors, presently have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Services hereunder. The Contractor further covenants that during the performance of this Agreement, no person having any such interest shall be employed. Contractor agrees that if the CHA determines that any of Contractor’s services for others conflict with the Services that the Contractor is to render for the CHA under this Agreement; Contractor shall terminate such other services immediately upon request of the CHA.

C. Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 C.F.R. §85.36(b)(3), no person who is an employee, agent, consultant, officer, or appointed official of the CHA and who exercises any functions or responsibilities with respect to HUD assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to HUD activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds hereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one year thereafter.


Section 8.05 Non-Liability of Public Officials

No official, employee or agent of the CHA shall be personally liable to the Contractor or the Contractor's successor in interest for: (i) any default or breach by the CHA under this Agreement, (ii) any fee due to the Contractor or the Contractor's successor in interest or (iii) any other obligation arising under this Agreement.

Section 8.06 Independent Contractor

The Contractor and the CHA recognize that Contractor is an independent contractor and not an employee, agent, partner, joint venturer, covenantor, or representative of the CHA and that CHA will not incur any liability as the result of Contractor's actions. Contractor and its employees, representatives, and agents shall at all times represent and disclose that they are independent contractors of the CHA and shall not represent to any third party that they are an employee, agent,
covenantor, or representative of the CHA. The CHA shall not be obligated to withhold any funds from Contractor for tax or other governmental purposes, with respect to its employees, agents, representative or subcontractors. Contractor and its employees, representatives, and agents shall not be entitled to receive any employment benefits offered to employees of the CHA including workers' compensation insurance coverage.

ARTICLE 9. GENERAL CONDITIONS

Section 9.01  Entire Agreement

This Agreement and the Exhibits attached hereto shall constitute the entire agreement between the parties hereto relating to the subject matter hereof and no other warranties, inducements, considerations, covenant, conditions, promises or interpretations shall be implied between the parties that are not set forth herein. In the event of a conflict between the Agreement and any Exhibits that have been incorporated by reference, the terms of the Agreement shall control.

Section 9.02  Counterparts

This Agreement may be executed in several identical counterparts, each of which shall be deemed an original and constitute one Agreement binding on the parties hereto.

Section 9.03  Amendments

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and by the CEO of the CHA or his/her respective designees. The CHA shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

Whenever in this Agreement the Contractor is required to obtain prior written approval, the effect of any approval which may be granted pursuant to the Contractor's request shall be prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event may approval apply retroactively to a date before the approval was granted.

Section 9.04  Compliance with All Laws and Regulations

A. The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulation and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement, including but not limited to HUD regulations, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq. (1993), as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 C.F.R. Part 58); Clean Air Act (42 U.S.C. § 7401/et seq.); Federal Water Pollution

B. The Contractor shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority.

C. The Contractor shall continue and complete the licensing and permit application previously submitted to the City of Chicago, and shall promptly advise the CHA in writing of the conclusion and determination of the requested business license upon any material determination rendered by the City of Chicago regarding such application, including any approval, denial or other material disposition. Notwithstanding the pending application as of the commencement date of this Agreement, the City of Chicago’s approval of the Contractor’s license application shall be deemed a material condition and requirement of this Agreement, and in the event that the Contractor fails to obtain such approval or grant of such license from the City of Chicago within sixty (60) days of the effective date of this Agreement, such failure shall constitute an event of material default, and the CHA may exercise any and all remedies available at law or equity in the event of such default and/or breach of this Agreement, including, without limitation, the termination of this Agreement.

Section 9.05  Deemed Inclusion

Provisions required by law, ordinances, rules, regulations or executive orders to be included in this Agreement are deemed inserted in this Agreement whether or not they appear in the Agreement or, upon application of either party, the Agreement shall be amended to make this insertion; however, in no event shall the failure to insert the required provisions before or after the Agreement is signed prevent its enforcement.

Section 9.06  Severability

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.
Section 9.07  Jurisdiction

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Contractor hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The Contractor agrees that service of process on the Contractor may be made, at the option of the CHA, either by registered or certified mail addressed to the applicable office as provided for in this Agreement and to the office actually maintained by the Contractor, or by personal delivery on any managing partner, partners and principals of the Contractor. If the Contractor brings any action against the CHA concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 9.08  Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

Section 9.09  Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 9.10  Cooperation

The Contractor agrees at all times to cooperate fully with the CHA and to act in the CHA’s best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Contractor shall make every effort to assure an orderly transition to another Contractor, the uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of the CHA in connection with the termination or expiration of this Agreement.

Section 9.11  Waiver

Whenever under this Agreement the CHA, by a proper authority, expressly waives the Contractor’s performance in any respect or expressly waives a requirement or condition to either the CHA’s or the Contractor’s performance, the waiver so granted, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the CHA may have waived the performance of a requirement or
condition.


The Contractor shall flow down the following provisions of the Agreement and General Conditions to its contracts with subcontractors: Section 2.04, Section 2.05, Section 2.06, Section 2.07, Section 2.08, Section 2.09, Section 2.10, Section 2.11, Section 2.12, Section 2.13, Section 2.14, Section 7.03, Section 7.03, Section 7.04, and Section 9.04 of the Agreement and paragraph numbers 2, 3, 4, 5, 6, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21 and 22 of the general Conditions.

ARTICLE 10.  COMMUNICATION AND NOTICES

Section 10.01  Communication Between the Parties

All verbal and written communication, including required reports and submissions between the Contractor and the CHA shall be through the designee of the Director for Sustainable Initiatives, 60 E. Van Buren St., Chicago, IL 60605 when required. No verbal communication between the parties shall change or modify any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing the U.S. District Court for the Northern District of Illinois.

Section 10.02  Notices

Any notices sent to the Contractor shall be mailed by certified mail, return receipt requested, postage prepaid to:

Taft Stettinius & Hollister LLP.
111 East Wacker Drive, Suite 2800
Chicago, Illinois 60601
Attention: O. Kate Tragesser

Notices sent to the CHA shall be mailed by certified mail, return receipt requested, postage prepaid to:

Chicago Housing Authority
60 E. Van Buren St., 12th Floor
Chicago, Illinois 60605
Attention: Chief Executive Officer

Copy to

Chicago Housing Authority
60 E. Van Buren St., 12th Floor
Chicago, Illinois 60605
Attention: Chief Legal Officer

ARTICLE 11.  AUTHORITY

Section 11.01  CHA’s Authority

Execution of this Agreement by the CHA is pursuant to the United States Housing Act of 1937, 42 U.S.C. §1437 et seq.; regulations promulgated by HUD, and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.
Section 11.02 Contractor's Authority

The signature of the person signing on behalf of the Contractor has been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, the CHA and the Contractor have executed this Agreement as of the date first written above.

CHICAGO HOUSING AUTHORITY

By: [Signature]
Dionna Brookens, Chief Procurement Officer
Department of Procurement & Contracts

TAFT STETTINIUS & HOLLISTER LLP

By: [Signature]
Print Name: [Name]
Title: [Title]

Approved as to Form and Legality
Chicago Housing Authority
Office of the Chief Legal Officer

By: [Signature]
Name: [Name]
Title: [Title]
This Small Purchase is being issued by the Chicago Housing Authority (CHA) Department of Procurement and Contracts (DPC). Small Purchases are informal solicitations that do not exceed $150,000. All invoices must be sent directly to (refer to “INVOICES” section below for complete details).

KEY INFORMATION

QUESTIONS regarding this Small Purchase must be submitted in writing via the CHA Supplier Portal at: https://supplier.thecha.org no later than March 27, 2018 at 12:00 P.M., CST. Questions received by the deadline will be answered and posted on the CHA Supplier Portal by Addendum.

QUOTE DUE DATE and TIME: Tuesday, April 3, 2018 at 11:00 A.M., CST

QUOTES MAY BE RECEIVED PRIOR TO, BUT NOT LATER THAN, THE QUOTE DUE DATE AND TIME. QUOTES WILL NOT BE ACCEPTED AFTER THE DUE DATE AND TIME. FASCIMILE AND/OR E-MAIL TRANSMITTED QUOTES WILL NOT BE ACCEPTED.

QUOTE SUBMITTAL INFORMATION
Quotes may be submitted electronically via the CHA Supplier Portal at: https://supplier.thecha.org

("Manual") Quote submissions must be received and time-stamped no later than the due date and time listed above, and must be in a sealed envelope or package. Enclosed within the envelope/package, the Respondent must submit: One (1) signed original; One (1) additional unbound copy; and One (1) Electronic copy on CD or USB. The outside of the envelope must clearly indicate: (1) the Respondent’s company and contact person’s name, address and phone number; (2) the CHA Project Name, Event Number, Due Date and Time; and (3) the CHA Procurement Specialist as listed below. MANUAL QUOTES MAY BE SUBMITTED TO:

Anna Epps
Procurement Specialist
Chicago Housing Authority
Department of Procurement and Contracts
60 East Van Buren Street, 13th Floor
Chicago, Illinois 60605

TERM
The term of the contract will commence upon approval and continue for one (1) year or the delivery or completion of the service per the Scope of Work, whichever occurs first.

SCOPE OF WORK / SPECIFICATION OF PRODUCT(S): Refer to ATTACHMENT A

FEE FORM
CHA requires fixed pricing for the product and/or services listed in the Fee Form(s). Respondents must complete the Fee Form as instructed herein. Refer to ATTACHMENT B.

CONTRACT COMPLIANCE REQUIREMENTS
CHA requires contract compliance for this Small Purchase (refer to Attachment C – General Conditions for Purchase Orders and Attachment F – Quick Guide Contract Compliance Requirements for complete instructions).

INSURANCE REQUIREMENTS
A copy of your insurance Certificate and Endorsement is required at the time of contract award; refer to Attachment C – General Conditions for Purchase Orders for Insurance Requirements. Please note, CHA must be endorsed as an additional insured on the general & auto liability policies and such insurance shall be endorsed on a primary and non-contributory basis. CHA must be listed as the Certificate Holder.
INVOICES
Original invoices must be forwarded to CHA Attn: Accounts Payable, 60 East Van Buren, Chicago, IL 60605. Invoices must be submitted within thirty (30) calendar days after completion and acceptance of the services.

All invoices must be signed, dated, and reference the services provided, quantities procured, unit prices and purchase order number. All pertinent documentation must accompany the invoice(s) for timely processing. If the Contractor has more than one (1) purchase order/contract, separate invoices must be prepared for each purchase/contract.

Freight, handling costs, and taxes shall not be charged. All shipments are F.O.B. Destination

PAYMENT
CHA will process payment within thirty (30) calendar days after receipt of acceptable invoice(s) completed in accordance with the terms specified herein, and all supporting documentation necessary to verify the services invoiced.

General conditions for purchase orders, and HUD Table 5.1 of Handbook No. 7460.8 Rev 2 “Mandatory Contract clauses for small purchases other than construction” are attached and made a part hereof (Refer to Attachment D).

CONTRACT AWARD
The CHA will evaluate Quotes in response to this solicitation without discussions. Contract Award will be to the most responsive and responsible Respondent(s) whose Quote conforms to the solicitation, and is the most advantageous to the CHA. No Award may be made to a contractor or firm that is on the list of Contractors ineligible to receive awards from CHA, its Sister Agencies, City of Chicago or the United States, as furnished by HUD.

RESERVATION OF RIGHTS

The CHA reserves the right to reject a portion and/or all Quotes when it is determined to be in the best interest of the CHA and/or PPM. The CHA has the right to award one or multiple awards resulting from this solicitation.

MINIMUM WAGE REQUIREMENTS
Any award under this solicitation shall be subject to the Chicago Housing Authority's Minimum Wage Requirement of Thirteen Dollars per hour ($13.00/hr.), which shall be specifically incorporated as a contractual requirement in any award and agreement resulting from this solicitation for any of the Selected Awardee's covered employees. The Respondent must take the Minimum Wage Requirement into consideration in determining its fees for services to be performed or provided by Respondent under its fees and other submittals. For details refer to the CHA website at: http://www.thecha.org/doing-business/contracting-opportunities/minimum-wage-requirements/

DISCLOSURE CERTIFICATION
The Contractor shall be required to make the following certification which is included in the Contractors’ Affidavit, a required submittal to be executed and notarized.

The Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated and City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Agency.
WARRANTY
The Contractor warrants to the CHA that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with Attachment C — General Conditions for Purchase Orders. All work not so conforming to these standards may be considered defective.

ATTACHMENTS INCLUDED IN THIS SMALL PURCHASE
1. Attachment A – Scope of Work
2. Attachment B – Fee Form(s)
3. Attachment C – General Conditions for Purchase Orders
4. Attachment D – Housing and Urban Development (HUD) Table 5.1 of Handbook No. 7460.8 Rev 2 “Mandatory Contract clauses for small purchases other than construction”
5. Attachment E – Contractor’s Affidavit
7. Attachment G – Schedule A: M/W/DBE Utilization Plan
8. Attachment H – Schedule B: Section 3 Utilization Plan
9. Attachment I – Schedule C: Letter of Intent M/W/DBE and/or Section 3 Business Concern
10. Attachment J – Certifications and Representations of Offerors, Non-Construction Contracts HUD Form 5369-C
11. Attachment K – General Conditions for Non-Construction Contracts HUD 5370-C

SUBMITTAL REQUIREMENTS
The following documents must be returned with your Quote Submission:

1. Fee Form(s) (refer to Attachment B) – This form is required for completion when submitting via the CHA Supplier Portal online or manually.
2. Certificate of Insurance (refer to Attachment C) – Submit electronically or deliver with your submittal (required at the time of contract award).
3. Contractor’s Affidavit (refer to Attachment E) – This form must be notarized. Complete this form and submit electronically or deliver with your submittal.
4. Schedule A - MBE/WBE/DBE Utilization Plan (refer to Attachment G) – This form must be notarized. Complete this form and submit electronically or deliver with your submittal.
5. Schedule B - Section 3 Utilization Plan (refer to Attachment H) – This form must be notarized. Complete this form and submit electronically or deliver with your submittal.
6. Schedule C - Letter of Intent MBE/WBE/DBE or Section 3 Business Concern Subcontractors (refer to Attachment I) – Complete this form and submit electronically or deliver with your submittal.
7. HUD Form 5369-C Certifications and Representations of Offerors, Non-Construction Contracts (refer to Attachment J) – Complete this form and submit electronically or deliver with your submittal.
8. City of Chicago Business and/or Trade License (i.e., General Contractor, Plumber, Electrician, Mechanical, etc.)
The Chicago Housing Authority (“CHA”) is soliciting quotes from qualified firms to assist the CHA’s Section 3 businesses seeking MWDBE certifications. The CHA will provide working space, office supplies and computer equipment.

The CHA anticipates it will award a cost-reimbursement contract and may, at its own discretion, extend a one-time minimal fund advance for initial program implementation. The contract term is not to exceed one (1) year with a one (1) year option.

**SCOPE of WORK**

The Selected Respondent will:

1. Facilitate a minimum of four (4) workshops a month at the CHA Section 3 Field Office located at 3641 South State Street, Chicago, IL 60609 within a twelve-month time frame to Section 3 certified businesses on City of Chicago MWDBE Certification process.
2. Outreach to Certified Section 3 businesses in the Section 3 Portal System that the CHA provides.
3. Assess and identify Certified Section 3 Businesses readiness towards application completion for the City of Chicago M/W/DBE Certification.
4. Provide information sessions to the Certified Section 3 businesses on the City of Chicago certification process and procedures.
5. Identify a staff member from their firm to be the designated point of contact to work on-site at scheduled meeting times for applicants with the CHA Section 3 Field Office staff and Certified Section 3 Businesses.
6. Provide one on one assistance successfully uploading all required documentation and with completing the application until it has been submitted to the City of Chicago Department of Procurement Services to Certified Section 3 Businesses during the application process.
7. Prepare a minimum of forty (40) Certified Section 3 businesses for certification.
8. Maintain files for each participant and ensure that files are maintained in a uniform fashion, include support documentation and are to be stored at the Section 3 Field Office.
9. Submit evidence of the firm’s ability to perform the work as indicated by resumes and certifications of key personnel detailing each individual’s education, technical training and work experience.
10. Comply with CHA’s requests, in order to complete its monitoring and evaluation procedures. This may include but is not limited to on-site review of files by CHA and weekly performance reports to track progress towards certification outcomes and metrics. The files become the property of the CHA at the ending of the program.

**DELIVERABLES**

1. Weekly reporting, including copies of applications and all supporting documentation.
2. Once the application is submitted, bi-weekly follow-up with each Section 3 business on their follow-up with the City of Chicago to ensure that the process is moving along.
3. Follow-up with the City of Chicago Department of Procurement on submitted participant
4. A minimum of 40 up to 60 Certified Section 3 firms will attain MWDBE certification from the City of Chicago.

5. All program files remain the property of the CHA and must be provided as requested by the CHA.
ATTACHMENT B - FEE FORM(S)
(COMplete the following FEE FORM FOR MANUAL SUBMISSIONS ONLY)

IMPORTANT NOTES:

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

(2) IF THE RESPONDENT'S UNIT PRICE PER UNIT OF MEASURE AND THE TOTAL QUOTE PRICE PER UNIT OF MEASURE EXPRESSED BY THE RESPONDENT FOR ANY PRODUCT ARE NOT IN AGREEMENT, THE RESPONDENT'S UNIT PRICE PER UNIT OF MEASURE ALONE WILL BE CONSIDERED AS REPRESENTING THE RESPONDENT'S INTENTION. THE CHA WILL CORRECT THE TOTAL QUOTE PRICE AND AGGREGATE TOTAL.

A. INSTRUCTIONS FOR COMPLETING THE FEE FORM

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

2. Completion of open cells in Fee Form:
   Respondent must complete all open cells in the following fields:
   - Respondent’s Unit Price
   - Total Quote Price (Equals Respondent’s Unit Price x Quantity)
   - Aggregate Total (Equals Sum of Total Quote Prices)

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

B. EXPLANATION OF COLUMNS:

- Column A (Unit Number): The Unit Number is a unique identifier for each Product. The Unit Number will be used for internal procurement tracking.

- Column B (Item Description): The Service/Product Description column lists the required specifications for the Quotable item or service or Labor when installation is required.

- Column C (Unit of Measure): The Unit of Measure (UOM) lists the required number of the product/service.
  - In the example below where the Unit of Measure is “EACH,” this indicates that items are priced per item (not packaged in a case). The total quantity is 5000 items.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit of Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>5000</td>
<td>EACH</td>
</tr>
</tbody>
</table>
• Column D (Aggregate Total): The Aggregate Total equals the sum of the Total Quote. This will be taken from the Price Clarification Form.
<table>
<thead>
<tr>
<th>Line No.</th>
<th>Item Description</th>
<th>UOM</th>
<th><strong>Aggregate Total</strong> (Taken from Price Clarification Form)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>City of Chicago MWDBE Certification Assistance</td>
<td>1 Year</td>
<td>$</td>
</tr>
</tbody>
</table>

Signature of Authorized Company Representative

Company Name

Email Address

Print Name of Authorized Representative

Title

Telephone Number

*The Aggregate Total must be the total amount (fully loaded) to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.
Attachment C

General Conditions for Purchase Orders
GENERAL CONDITIONS FOR PURCHASE ORDERS

1. **NON-DISCRIMINATION**: In connection with the performance of the work, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin.

2. **WAGE RATES, SALARIES, CERTIFICATION**: The Contractor and each sub-Contractor shall pay all laborers and mechanics employed in the performance of the contract on or about the site of the housing development not less than the wages prevailing in the locality as determined by the Secretary of Labor pursuant to the Davis-Bacon Act (Title 40, U.S.C., Sec. 276a-5) or not less than the wages prevailing in the locality of said housing development as determined pursuant to applicable state laws, whichever are higher.

3. **NON-REBATE OF WAGES**: The Contractor agrees to comply with the regulations, ruling, and interpretations of the Secretary of Labor of the United States pursuant to the Anti-Kickback Act (Title 18, U.S.C., Sec. 874 and Title 40, U.S.C., Sec. 276c) which makes it unlawful to induct any person employed in the construction or repair of public buildings or public works to give up any part of compensation to which he is entitled under his contract of employment; and the Contractor agrees to insert a like provision in all subcontracts hereunder.

4. **INSURANCE**: Insurance is applicable to All Contracts/Purchase Orders with the exception of Supply and Delivery as approved by CHA Risk Management.

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

   (a) **Workers’ Compensation** – Statutory Limits (Coverage A) and Employer’s Liability (Coverage B) in an amount of not less than $500,000/$500,000/$500,000.

   (b) **Commercial General Liability** Insurance in the amount of $1,000,000 per occurrence with an aggregate of not less than $2,000,000. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Vendor’s agents, subcontractors, invitees and guests and their personal property.

   (c) **Automobile Liability** Insurance including owned, unowned and hired vehicles, in the amount of $1,000,000 per occurrence CSL, for Bodily Injury and Property Damage.

MUST BE INCLUDED ON ALL CERTIFICATES:

1) Certificate Holder: Chicago Housing Authority, 60 E Van Buren, Chicago IL 60605
2) Solicitation number or Contract number and/or the title of the Project or Service
3) CHA must be endorsed as an additional insured on the Vendor’s general and auto liability policies and such insurance will be primary and non-contributory to any other insurance available to the CHA.
A current Certificate of Insurance is to be emailed (unsecured, readable PDF format) to the attention of the Procurement Specialist identified in the solicitation as the sole point of contact. The Certificate of Insurance evidencing the required coverage shall be in force on the Effective Date of the Contract. The required documentation must be received prior to the Vendor commencing work under this Agreement.

5. **BID SECURITY, PERFORMANCE AND PAYMENT BOND**: Not required

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

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

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

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

A. **THE CHA SHALL HAVE THE DISCRETION TO APPLY SUITABLE SANCTIONS TO THE BIDDER/PROPOSER IF THE BIDDER/PROPOSER IS FOUND TO BE IN NON-COMPLIANCE WITH THE MBE/WBE/DBE REQUIREMENTS. FAILURE TO COMPLY WITH THE MBE/WBE/DBE TERMS OF COMMITMENT GOALS AS APPLICABLE TO AND IN THE CONTRACT OR FAILURE TO USE MBE/WBE/DBEs AS STATED IN THE BIDDER/PROPOSER’S SUBMITTED SCHEDULES, CONSTITUTES A MATERIAL BREACH OF THE CONTRACT AND MAY LEAD TO THE SUSPENSION AND/OR TERMINATION OF THE CONTRACT IN WHOLE OR IN PART. FURTHERMORE, CONTINUED ELIGIBILITY TO ENTER INTO FUTURE CONTRACTING ARRANGEMENTS WITH THE CHA MAY BE JEOPARDIZED AS A RESULT OF NON-COMPLIANCE. IN APPROPRIATE CASES, PAYMENTS MAY BE WITHHELD UNTIL CORRECTIVE ACTION IS TAKEN.**

B. **WHEN WORK IS COMPLETED, IN THE EVENT THAT THE CHA HAS DETERMINED THAT THE BIDDER/PROPOSER WAS NOT COMPLIANT IN THE FULFILLMENT OF THE REQUIRED MBE/WBE/DBE COMMITMENT GOAL AND A WAIVER WAS NOT OBTAINED, THE CHA WILL THEREFORE BE DAMAGED IN THE FAILURE TO PROVIDE THE BENEFIT OF**
PARTICIPATION TO THE MBE/WBE/DBE TO THE DEGREE SET FORTH IN THIS MBE/WBE/DBE UTILIZATION PLAN.

C. THEREFORE, IN THE EVENT OF SUCH NON-COMPLIANCE, THE BIDDER/PROPOSER AND CONTRACTOR AGREES THAT THE CHA WILL DEDUCT AS LIQUIDATED DAMAGES CUMULATIVE AMOUNTS COMPUTED AS FOLLOWS:

- FOR EACH ONE PERCENT (1%), OR FRACTION THEREOF, OF SHORTFALL TOWARD THE MBE/WBE/DBE GOAL, ONE PERCENT (1%) OF THE BASE BID FOR THIS CONTRACT SHALL BE SURRENDERED BY THE BIDDER/PROPOSER TO THE CHA IN PAYMENT AS LIQUIDATED DAMAGES, IF SUCH DAMAGES ARE ASSESSED.

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

Section 3 – Compliance: The CHA has determined that the contract/purchase order awarded under this solicitation is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, (Section 3), and Title 24 of Subchapter B, Part 135 – Economic Opportunities for Low- and Very Low-Income Persons, 24 CFR 135.3. Section 3 Compliance requires that any contract or subcontract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form of training, employment, contracting, and other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction be directed to low- and very low-income persons.

A. Section 3 - Clause

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

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

4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

B. Section 3 Compliance Goals

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

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

(1) 51 percent or more owned by section 3 residents; or
(2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
(3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "Section 3 business concern."

2. Contractor and sub-contractors may demonstrate compliance with the requirements for contracting with Section 3 Business Concerns by committing to award to Section 3 Business Concerns at least 10 percent of the total dollar amount of the contract awarded to the contractor for building trades work for maintenance, repair modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation,
housing construction and other public construction and at least 3 percent of the total dollar amount of all other Section 3 covered contracts.

3. In evaluating compliance with 24 CFR Part 135, contractors and their subcontractors have the burden of demonstrating to the greatest extent feasible their ability or inability to meet the goals set forth in 24 CFR Part 135 for providing training, employment and contracting opportunities to section 3 residents and section 3 business concerns.

4. Contractors and their subcontractors are also encouraged to provide other economic opportunities to train and employ section 3 residents including, but not limited to, use of “upward mobility”, “bridge” and trainee positions to fill vacancies, and hiring section 3 residents in part-time positions (24 CFR 135.40).

C. Documenting and Reporting

1. Contractor agrees to comply with the above Section 3 requirements in accordance with the Contractor’s Section 3 Utilization Plan, which shall be prepared by the Contractor and agreed to by CHA. CHA shall not be required to agree to the Contractor’s Utilization Plan until the Contractor meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA’s Section 3 Policy (see http://www.thecha.org/pages/section_3/65.php or the copy included in the solicitation) as may be required. [Contractor’s Section 3 Utilization Plan as attached to the contract as Exhibit is incorporated into the contract by this reference herein.

2. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor’s Section 3 requirements to the CHA via CHA’s electronic system available at https://cha.diversitycompliance.com/. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

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

8. **WARRANTY:** The Contractor shall warrant all installed materials for a period of not less than one (1) year. If manufacturer’s warranty is longer than one (1) year said warranty shall prevail.

9. **WARRANTY OF WORKMANSHIP:** The Contractor shall guarantee all labor for one (1) full year from the date of completion of all work.

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

11. **ILLINOIS EQUAL OPPORTUNITY CLAUSE**
EQUAL EMPLOYMENT OPPORTUNITY

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

1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.

6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for
compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. (Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011).

12. **A 10% RETENTION:** Will be held pending inspection and approval of completed work.

13. **TAXES:** The CHA, a municipal Corporation is exempt from payment of Federal Excise Taxes, Federal Transportation Tax and State of Illinois Retailer’s Occupation Tax. A certificate of exemption will be furnished upon request.

14. **OWNERSHIP OF DOCUMENTS:** All documents and information generated, prepared, assembled or encountered by or provided under this agreement is the property of the CHA.

15. **INCORPORATE HUD FORM:** HUD Table 5.1 Mandatory Contract Clauses for Small Purchases other than Construction as supplemented by simplified acquisition threshold (41 U.S.C. 403(11). *(non-construction contracts in excess of $2000, but less than $100,000)*

16. **THE SUCCESSFUL CONTRACTOR MUST COMPLETE ALL APPLICABLE DOCUMENTS FOR THIS PROCUREMENT IN ACCORDANCE WITH THE CHA’S POLICIES AND PROCEDURES AS SET FORTH BY THE DEPARTMENT OF PROCUREMENT AND CONTRACTS.**
Attachment D

Housing and Urban Development (HUD) Table 5.1
TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

<table>
<thead>
<tr>
<th>Paragraph</th>
<th>Clause</th>
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<tbody>
<tr>
<td>(a)</td>
<td>In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.</td>
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<tr>
<td>(b)</td>
<td>Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.</td>
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<tr>
<td>(a)</td>
<td>The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise); and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.</td>
</tr>
<tr>
<td>(b)</td>
<td>If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.</td>
</tr>
<tr>
<td>(c)</td>
<td>If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.</td>
</tr>
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</table>
Attachment E

Contractor’s Affidavit
CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR’S AFFIDAVIT

Bidder/Proposer Name: ___________________________________________
Bidder/Proposer Address: ___________________________________________
_________________________________________________________________
IFB/RFP NUMBER: _______________________________________________
Federal Employee I.D. #: __________________ or Social Security #: __________

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

The undersigned ____________________________________________ as ____________________________________________

(Name) (Title)

and on behalf of ____________________________________________ ("Contractor") having been duly

(Business Name)

sworn under oath certifies that:

1. 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: [ ] Corporation [ ] Sole Proprietor
(Check One) [ ] Partnership [ ] Not-for-Profit Corporation
[ ] Joint Venture [ ] Other

Page 1 of 15

Revised 3/20/14
CHICAGO HOUSING AUTHORITY  
Department of Procurement & Contracts  

CONTRACTOR’S AFFIDAVIT  

Average Annual Sales – Last 3 years: ________________________________

Current Net Worth: ________________________  Date Business Started ________________

SECTION 1. FOR PROFIT CORPORATIONS  

a. Incorporated in the State of ________________________________

b. Authorized to do business in the State of Illinois  YES [ ]  NO [ ]

c. Names of all officers of corporation (or Attach List):  Names of all directors of corporation (or Attach List):

<table>
<thead>
<tr>
<th>NAME (Print/Type)</th>
<th>Title (Print/Type)</th>
<th>Name (Print/Type)</th>
<th>Title (Print/Type)</th>
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</table>


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.

<table>
<thead>
<tr>
<th>NAME (PRINT/Type)</th>
<th>Address</th>
<th>Ownership Interest</th>
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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%
of the proportionate ownership of the corporation and indicate the percentage interest of each.

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<tr>
<th>NAME (PRINT/Type)</th>
<th>Address</th>
<th>Ownership Interest</th>
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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.

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<tr>
<th>NAME OF PARTNERS (Print/Type)</th>
<th>PERCENTAGE INTEREST</th>
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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.
Name(s) of Principal(s) (Print/Type)

__________________________________________

__________________________________________

__________________________________________

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:

__________________________________________

__________________________________________

__________________________________________

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):

<table>
<thead>
<tr>
<th>NAME (Print/Type)</th>
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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.
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-
4. Additionally, that the undersigned is the party making the foregoing proposal or bid, that such bid or proposal is genuine and not collusive, and that said bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer and has not secured any advantage against the Chicago Housing Authority or any person interested in the proposed contract, nor has said proposer participated with any person or business entity in any collusive scheme to rotate proposals, provide any bribes, kickbacks to CHA employees in violation of any of the provisions of 18 U.S.C. §666 (a) (1) and 720 ILCS 5/33E-1 et seq; or engage in bid rigging; that proposer is not barred from bidding on the subject contract as a result of a violation of either Section 33-E-3 or 33-E-4 of the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq; and that all statements on said proposal are true. Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Contractor’s Affidavit are true and correct.

5. The Contractor, its agent, officers or employees have not directly or indirectly solicited non-public information from a CHA officer or employee; entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal in violation of Illinois Criminal Code, 720 ILCS5/33E-1 et seq. Failure to submit this statement as part of the bid/proposal will make the bid non-responsive and not eligible for award consideration.

B. **SUBCONTRACTOR’S ANTI-COLLUSION AFFIDAVIT**

1. The Contractor has obtained from all subcontractors to be used in performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Sub-Section A of Section II of this affidavit.

2. The Contractor will, prior to using any subcontractor(s), obtain from such all subcontractor(s) to be used in the performance of this contract, but not yet known by the Contractor at this time 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
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 et 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.
3. For purposes of Section II (A) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted (See, 720 ILCS 5/33E-3).

4. For purpose of Section II (A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contract (See, 720 ILCS 5/33E-4).

III. STATE TAX DELINQUENCIES

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

1. ____ Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting such delinquency in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. ____ Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. ____ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above 1.

1. 65 ILCS 5/11 - 42.1 - 1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax
CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR’S AFFIDAVIT

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 pubic (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.
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;


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;


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.
C. Bidder/Proposer/Contractor shall immediately notify HUD which has awarded funds for this project if a facility it intends to use in the performance of this Contract is on the EPA’s List of Violating Facilities or knows that it has been recommended to be placed on the List of Violating Facilities.

D. Furthermore, Bidder/Proposer/Contractor shall, in the performance of this Contract, comply with all requirements of the Clean Air Act ("CAA"), 42 U.S.C. §7401-7642 and the Clean Water Act ("CWA"), 33 U.S.C. §1251-1387, including the requirements of Section 114 of the CAA and Section 308 of the CWA, and all other applicable clean air standards and clean water standards.

VII. CERTIFICATION OF RESTRICTION ON LOBBYING

THE CONTRACTOR CERTIFIES THAT:

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

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

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.
CHICAGO HOUSING AUTHORITY  
Department of Procurement & Contracts  

CONTRACTOR’S AFFIDAVIT  

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, entitled “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
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.


IX. EQUAL EMPLOYMENT OPPORTUNITY

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

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

YES _______  NO _______

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

YES _______  NO _______
X. DAVIS–BACON CERTIFICATION

A. By the submission of this Affidavit, the Contractor hereby certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government or the CHA by virtue of Section 3(a) of the Davis-Bacon Act (29 CFR 5.12 (a) (1)).

B. No part of the Contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded Contracts by the United States Government or the CHA by virtue of Section 3 (a) of the Davis-Bacon Act (29 CFR 5.12 (A) (1)).

C. Furthermore, the Contractor hereby certifies that the information contained in this Affidavit and representation, are accurate, complete and current. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

XI. SECTION 3 CERTIFICATION

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

XII. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

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.
XIV. VERIFICATION

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

______________________________________________
Signature of President or Authorized Officer

______________________________________________
Name of President or Authorized Officer

______________________________________________
Title

______________________________________________
Telephone Number

State of ______________________
County of ______________________

Signed and sworn to before me this ______________ day of ______________, 20 __ by

______________________________________________ (Name) as ______________________________________

(Title) of ____________________________________________ (Contractor)

Notary Public Signature ___________________________
Attachment F

Quick Guide Contract Compliance Requirements
Quick Guide
Contract Compliance Requirements

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

What Compliance Requirements apply to the different types of contracts?

<table>
<thead>
<tr>
<th>Type of Contract</th>
<th>M/W/DBE</th>
<th>Section 3</th>
<th>Davis-Bacon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Service</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Construction</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Type of Contract</th>
<th>Contract Amount</th>
<th>MBE/WBE/DBE Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$25,000 - $200,000</td>
<td>25%</td>
</tr>
<tr>
<td></td>
<td>$200,001 - $500,000</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td>$500,001 - $1,000,000</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td>$1,000,001 +</td>
<td>40%</td>
</tr>
<tr>
<td>Service and Supply &amp; Delivery</td>
<td>$25,000 +</td>
<td>20%</td>
</tr>
</tbody>
</table>

Required M/W/DBE Documents:

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

- B2Gnow requires Prime Contractors to login and approve payments from CHA and enter payments they have made to subcontractors.
- Subcontractors are then required to login and approve payments entered by the Prime Contractor.
Section 3

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

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

- **Subcontracting** – Prime Contractors are required to subcontract 10% of the total contract value for construction contracts and 3% of the total contract value for all other contracts to Section 3 Business Concerns. CHA’s Section 3 Business Concern Registry is a great place to start when looking for Section 3 Businesses to contract with. HUD does perform random audits of the businesses in this registry.

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

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

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

**Required Section 3 Documents:**

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

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

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

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

CERTIFIED PAYROLL SUBMITTAL & REPORTING

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

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

NOTE: As of January 2, 2015, the Chicago Housing Authority (CHA) observes a $13 per hour Minimum Wage Requirement to be paid to employees of CHA Contractors, and of any subcontractors of such CHA Contractors, performing work on CHA contracts. A copy of the CHA Minimum Wage Requirement may be downloaded from the CHA website at: http://www.thecha.org/assets/1/22/CHA_Minimum_Wage_Requirement.pdf. Note that Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) preempt any conflicting State prevailing wage rate or the Minimum Wage Requirement when the State prevailing wage rate or the Minimum Wage Requirement is higher than the Federally-imposed wage rate (24 CFR 965).

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

## Contract Compliance Requirements

### Compliance Utilization Plans

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

#### Schedule A- M/W/DBE Utilization Plan

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

#### Schedule B- Section 3 Utilization Plan

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

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

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

Schedule A: M/W/DBE Utilization Plan
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

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

RFP/IFB/CONTRACT/PURCHASE ORDER NO: ___________________ DATE FORM SUBMITTED: ___________________

PROJECT TITLE: ____________________________________________________________

PRIME CONTRACTOR NAME(S): ____________________________________________

ADDRESS: ____________________________ TELEPHONE: ( ) ____________________

CONTACT NAME/TITLE: ____________________________________________________

E-MAIL ADDRESS: ________________________________________________________

Certification Status: MBE [ ] WBE [ ] DBE [ ] Certified By: ____________________

Ethnicity: ____________________________ Gender: ____________________________

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO.: ______________________

CONTRACT AMOUNT: $ ____________________________________________________

M/W/DBE TOTAL: $ ________________________________________________________

M/W/DBE TOTAL PERCENTAGE: 0.00% %

PRIME SELF-PERFORMER? Yes [ ] NO [ ] IF YES, SELF-PERFORMANCE AMOUNT: $ ________________________ % 0.00%

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

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

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

A. COMPANY NAME: ____________________________
ADDRESS: ____________________________________
CONTACT PERSON: ____________________________ TELEPHONE: (  ) ____________
E-MAIL ADDRESS: ______________________________
ORIGINAL M/W/DBE DOLLAR VALUE: __________ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: __________ % of Total Contract Value: 0.00%
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED:
______________________________________________
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
______________________________________________

B. COMPANY NAME: ____________________________
ADDRESS: ____________________________________
CONTACT PERSON: ____________________________ TELEPHONE: (  ) ____________
E-MAIL ADDRESS: ______________________________
ORIGINAL M/W/DBE DOLLAR VALUE: __________ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: __________ % of Total Contract Value: 0.00%
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED:
______________________________________________
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
______________________________________________

C. COMPANY NAME: ____________________________
ADDRESS: ____________________________________
CONTACT PERSON: ____________________________ TELEPHONE: (  ) ____________
E-MAIL ADDRESS: ______________________________
ORIGINAL M/W/DBE DOLLAR VALUE: __________ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: __________ % of Total Contract Value: 0.00%
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED:
______________________________________________
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
______________________________________________
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

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

D. COMPANY NAME: ____________________________________________________________
ADDRESS: ___________________________________________________________________
CONTACT PERSON: __________________________________ TELEPHONE: (    ) _________
E-MAIL ADDRESS: _____________________________________________________________
ORIGINAL M/W/DBE DOLLAR VALUE: ____________________ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: ____________________ % of Total Contract Value: 0.00%

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:
_________________________________________________________________________

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

E. COMPANY NAME: ____________________________________________________________
ADDRESS: ___________________________________________________________________
CONTACT PERSON: __________________________________ TELEPHONE: (    ) _________
E-MAIL ADDRESS: _____________________________________________________________
ORIGINAL M/W/DBE DOLLAR VALUE: ____________________ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: ____________________ % of Total Contract Value: 0.00%

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:
_________________________________________________________________________

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

F. COMPANY NAME: ____________________________________________________________
ADDRESS: ___________________________________________________________________
CONTACT PERSON: __________________________________ TELEPHONE: (    ) _________
E-MAIL ADDRESS: _____________________________________________________________
ORIGINAL M/W/DBE DOLLAR VALUE: ____________________ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: ____________________ % of Total Contract Value: 0.00%

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:
_________________________________________________________________________

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

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

G. COMPANY NAME: _____________________________________________________________

ADDRESS: ___________________________________________________________________

CONTACT PERSON: __________________________________ TELEPHONE: ( ) ___________

E-MAIL ADDRESS: __________________________________________________________________

ORIGINAL M/W/DBE DOLLAR VALUE: ________________ % of Total Contract Value: 0.00%

AMENDED M/W/DBE DOLLAR VALUE: ___________________ % of Total Contract Value: 0.00%

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:
___________________________________________________________________________

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

H. COMPANY NAME: _____________________________________________________________

ADDRESS: ___________________________________________________________________

CONTACT PERSON: __________________________________ TELEPHONE: ( ) ___________

E-MAIL ADDRESS: __________________________________________________________________

ORIGINAL M/W/DBE DOLLAR VALUE: ________________ % of Total Contract Value: 0.00%

AMENDED M/W/DBE DOLLAR VALUE: ___________________ % of Total Contract Value: 0.00%

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:
___________________________________________________________________________

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

I. COMPANY NAME: _____________________________________________________________

ADDRESS: ___________________________________________________________________

CONTACT PERSON: __________________________________ TELEPHONE: ( ) ___________

E-MAIL ADDRESS: __________________________________________________________________

ORIGINAL M/W/DBE DOLLAR VALUE: ________________ % of Total Contract Value: 0.00%

AMENDED M/W/DBE DOLLAR VALUE: ___________________ % of Total Contract Value: 0.00%

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:
___________________________________________________________________________

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
___________________________________________________________________________
II. INDIRECT PARTICIPATION

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
D. COMPANY NAME: _____________________________________________________________
ADDRESS: ___________________________________________________________________
CONTACT PERSON: ___________________________________ TELEPHONE: ( )
E-MAIL ADDRESS: __________________________________________________________________
ORIGINAL M/W/DBE DOLLAR VALUE: __________________ % of Total Contract Value: ____________
AMENDED M/W/DBE DOLLAR VALUE: __________________ % of Total Contract Value: ____________
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED:
__________________________________________________________________________
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
__________________________________________________________________________
E. COMPANY NAME: _____________________________________________________________
ADDRESS: ___________________________________________________________________
CONTACT PERSON: ___________________________________ TELEPHONE: ( )
E-MAIL ADDRESS: __________________________________________________________________
ORIGINAL M/W/DBE DOLLAR VALUE: __________________ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: __________________ % of Total Contract Value: 0.00%
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED:
__________________________________________________________________________
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
__________________________________________________________________________
F. COMPANY NAME: _____________________________________________________________
ADDRESS: ___________________________________________________________________
CONTACT PERSON: ___________________________________ TELEPHONE: ( )
E-MAIL ADDRESS: __________________________________________________________________
ORIGINAL M/W/DBE DOLLAR VALUE: __________________ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: __________________ % of Total Contract Value: 0.00%
NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
WORK TO BE PERFORMED/MATERIALS SUPPLIED:
__________________________________________________________________________
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

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

AFFIDAVIT OF PRIME CONTRACTOR

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule A are true and no material facts have been omitted.

The undersigned will enter into agreements with the above listed companies for work as indicated on this Schedule A within five (5) days after receipt of a signed contract executed by the Chicago Housing Authority. Copies of agreements including but not limited to joint ventures, subcontracts, supplier agreements, purchase orders referencing the SPEC., RFP, or Purchase Order Number shall be forwarded to the Procurement & Contracts Department, Contract Compliance Section, 60 East Van Buren, 13th Floor, Chicago, IL 60605.

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

NAME OF PRIME CONTRACTOR (Print or Type)

_________________________________________

AUTHORIZED OFFICER

_________________________________________  ___________________________  _____________

Name       Signature       Date

NAME OF NOTARY (Print or Type)

_________________________________________

STATE OF _______________ COUNTY OF _______________ ON THIS _______ DAY OF

___________________________ 20____ BEFORE ME APPEARED (NAME) ___________________________ TO ME PERSONALLY

KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY (NAME OF COMPANY) ___________________________ TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED. NOTARY PUBLIC ___________________________ (SEAL) COMMISSION EXPIRES:

_________________________________________
Attachment H

Schedule B: Section 3 Utilization Plan
Overview:

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

<table>
<thead>
<tr>
<th>Type of Contract</th>
<th>Contract Amount</th>
<th>Hiring</th>
<th>Contracting</th>
<th>Other Economic Opportunities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>All Contract Values</td>
<td>30% Of all <strong>new</strong> hires</td>
<td>10% Of total contract value subcontracted</td>
<td>See instructions</td>
</tr>
<tr>
<td>Other Contracts (Including Professional Service)</td>
<td>All Contract Values</td>
<td>30% Of all <strong>new</strong> hires</td>
<td>3% Of total contract value subcontracted</td>
<td>See instructions</td>
</tr>
</tbody>
</table>
Instructions:

Part I: Hiring

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

Part II: Contracting

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

• **Table II.b. Contracting Shortfall or Table II.c. Outreach Efforts** must be completed when the Prime Contractor is unable to meet the minimum subcontracting requirements under 24 CFR 135.
  - When there is no plan or need to subcontract, please outline the reason(s) why in Table II.b. Contracting Shortfall
  - If the prime contractor is unable to contract to a Section 3 Business Concern, all outreach efforts must be documented in Table II.c. Outreach Efforts. You must document all of the companies that have been contacted for subcontracting opportunities. If there are limited companies available who perform the necessary duties under this scope of work, please indicate in the ‘reasons for not subcontracting’.
  - This is required before Other Economic Opportunities are proposed.

• **PRIME CONTRACTOR MUST USE CHA’S SECTION 3 JOB OPPORTUNITIES WEBSITE TO IDENTIFY AND HIRE ANY AND ALL SECTION 3 EMPLOYEES. CHA WILL NOT CONSIDER OR AUTHORIZE ANY ALTERNATE PROPOSALS TO IDENTIFY SUCH EMPLOYEES.**

**Part III: Other Economic Opportunities**

• In the event that a Prime Contractor has demonstrated no plan or need to hire and/or subcontract or is unable to meet the hiring and/or subcontracting requirements in Part I and Part II, the Prime Contractor is required to provide other economic opportunities by completing the **Table III: Other Economic Opportunities Plan(s)**.

• **PLEASE NOTE THAT THE INABILITY TO MEET THE HIRING AND/OR SUBCONTRACTING REQUIREMENT MUST BE DOCUMENTED COMPLETELY IN PART I: HIRING AND PART II: CONTRACTING BEFORE COMPLETING PART III: OTHER ECONOMIC OPPORTUNITIES.**

• Other Economic Opportunities could include indirect subcontracting with a Section 3 Business Concern (subcontracting for work not included in the scope of work), training programs, mentorship program participation, or other economic opportunities directed towards section 3 residents and businesses. Any Other Economic Opportunities must be proposed on pages 10 through 12 in Part III: OTHER ECONOMIC OPPORTUNITIES.

• If the other forms of Other Economic Opportunities are not feasible, the Prime Contract may propose a contribution to the Section 3 Fund. Guidance on how to contribute to the Section 3 Fund is outlined below:
  - **Hiring Requirements Contribution**: If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full hiring requirements (30% of new hires), and cannot provide other economic opportunities outlined above, then the contractor must pay 5% of the total dollar amount of the contract for building, trade work or 1.5% for all other contracts will be paid to the Section 3 fund. **NOTE: The amount shall not exceed $100,000 for any one contract.**
  - **Contracting Requirements Contribution**: If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full Section 3 Business Concern subcontracting requirements, and cannot provide other economic opportunities outlined above, the difference between 10% of the covered contract (building, trade work) or 3% (non-construction) and the actual amount provided to Section 3 Business Concerns must be paid to the Section 3 Fund. **NOTE: The amount shall not exceed $500,000 for any one contract.**

• A Prime Contractor may also pay the entire 10% of the covered contract (building, trade work) or 3% (non-construction) if they have documented the infeasibility of offering any Other Economic Opportunities. **NOTE: The amount shall not exceed $500,000 for any one contract.**
Charts have been provided for each category accepted under Other Economic Opportunities. You must outline the actual proposed opportunity, how you will measure the success of this opportunity, and the anticipated results. You will only need to complete the tables that apply to your Section 3 Plan.

Please reference the Section 3 Policy for more details.

NOTE: The Chicago Housing Authority (CHA) observes a $13 per hour Minimum Wage Requirement on solicitations advertised by the CHA on or after January 2, 2015. A copy of the CHA Minimum Wage Requirement may be downloaded from the CHA website at: http://www.thecha.org/assets/1/22/CHA_Minimum_Wage_Requirement.pdf. Please note that Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) preempt any conflicting State prevailing wage rate or the Minimum Wage Requirement when the State prevailing wage rate or the Minimum Wage Requirement is higher than the Federally-imposed wage rate (24 CFR 965).

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

Prime Contractor Acknowledgement of Section 3 Requirements:

___________________________________________  ____________________________________
Signature of Principal of Contractor                Date

____________________________________
Print Name
**CHICAGO HOUSING AUTHORITY (CHA)**  
Department of Procurement and Contracts- Compliance Division

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

### Part I: Hiring

**SAMPLE HIRING CHART**

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

<table>
<thead>
<tr>
<th>(1) Job Titles</th>
<th>(2) Total Number of Employees Needed at each Job Title</th>
<th>(3) Total Number of Employees Currently Employed at each Job Title</th>
<th>(4) Total New Hires Needed for each Job Title</th>
<th>(5) Total Section 3 Hires for Each Job Title</th>
<th>(6) Anticipated Hiring Date Section 3 Hires for Each Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painters</td>
<td>10</td>
<td>8</td>
<td>2</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Laborers</td>
<td>20</td>
<td>19</td>
<td>1</td>
<td>1</td>
<td>10/01/2017</td>
</tr>
<tr>
<td>Carpenters</td>
<td>15</td>
<td>15</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Bricklayers</td>
<td>4</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Sprinkler Fitter</td>
<td>3</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Marble Mason</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Electrician</td>
<td>6</td>
<td>5</td>
<td>1</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Iron Worker</td>
<td>5</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Cement Mason</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Plumber</td>
<td>4</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Roofer</td>
<td>10</td>
<td>10</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>08/01/2017</td>
</tr>
<tr>
<td>Superintendent</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
</tr>
<tr>
<td>Payroll Coordinator</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>08/01/2017</td>
</tr>
</tbody>
</table>

**SAMPLE HIRING CHART**

| (7) Totals: | 86 | 80 | 6 | 3 |

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

| 2 |

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

| 50% |
Table I.b: Hiring Chart- ENTIRE WORKFORCE for both Prime and all Subcontractors

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

(7) Totals:

(8) Total New Section 3 Hires Required:
\[(\text{Total of column (4)} \times 0.3) \text{ round up to the nearest whole number}\]

(9) Percentage of New Hires that are Section 3:
\[
\left(\frac{\text{Total of column (5)}}{\text{Total of column (4)}}\right) \times 100 = \% \text{ of New Hires}
\]

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

### Table II: Contracting Commitments

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

<table>
<thead>
<tr>
<th>Total Dollar Value of Section 3 Business Concern Contracts:</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Percentage of Section 3 Business Concern Contracts:</td>
<td>%</td>
</tr>
</tbody>
</table>

### Table II.a.- Section 3 Business Concern Contracts:

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

### Contracts to Section 3 Business Concerns

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td></td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>ORIGINAL CONTRACT DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>AMENDED CONTRACT DOLLAR VALUE:</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>WORK TO BE PERFORMED/MATERIALS SUPPLIED:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):</strong></td>
<td></td>
</tr>
<tr>
<td>Anticipated Start Date:</td>
<td></td>
</tr>
<tr>
<td>Anticipated End Date:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td></td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>ORIGINAL CONTRACT DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>AMENDED CONTRACT DOLLAR VALUE:</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>WORK TO BE PERFORMED/MATERIALS SUPPLIED:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):</strong></td>
<td></td>
</tr>
<tr>
<td>Anticipated Start Date:</td>
<td></td>
</tr>
<tr>
<td>Anticipated End Date:</td>
<td></td>
</tr>
</tbody>
</table>

*(If more space is needed, you can use page 8 multiple times)*
### Contracts to Section 3 Business Concerns (continued)

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td>TELEPHONE:</td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>ORIGINAL CONTRACT DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>AMENDED CONTRACT DOLLAR VALUE:</td>
<td></td>
</tr>
</tbody>
</table>

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:  

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

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td>TELEPHONE:</td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>ORIGINAL CONTRACT DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>AMENDED CONTRACT DOLLAR VALUE:</td>
<td></td>
</tr>
</tbody>
</table>

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:  

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

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td>TELEPHONE:</td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>ORIGINAL CONTRACT DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>AMENDED CONTRACT DOLLAR VALUE:</td>
<td></td>
</tr>
</tbody>
</table>

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:  

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

---

Schedule B - Section 3 Utilization Plan  Page 8 of 12  May 5, 2017
Table II.b: Contracting Shortfall
If the Prime Contractor cannot meet the minimum contracting requirements, outlined on pages 2 through 4, provide the reasoning below. You must include the scope of work and why you cannot meet the requirements. For additional space, please attach a document on your company’s letterhead.

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

<table>
<thead>
<tr>
<th>Outreach Efforts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name:</td>
</tr>
<tr>
<td>Primary Contact:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>E-Mail Address:</td>
</tr>
<tr>
<td>Reason for not subcontracting:</td>
</tr>
</tbody>
</table>

| Business Name:    |
| Primary Contact:  |
| Phone Number:     |
| E-Mail Address:   |
| Reason for not subcontracting: |
**Part III: OTHER ECONOMIC OPPORTUNITIES**  (NOTE: Beginning on January 2, 2015, the Chicago Housing Authority (CHA) observes a $13 per hour Minimum Wage Requirement. This policy affects paid mentorship and internship programs, among others).

**Table III: Other Economic Opportunities Plan(s)**

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

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

| Indirect Participation (subcontracting to a Section 3 business for work outside the scope) |
| Company Name: | Original Contract Dollar Value: | Work to be Performed/Materials Supplied: |
| Anticipated Start Date: | Anticipated End Date: |

| Company Name: | Original Contract Dollar Value: | Work to be Performed/Materials Supplied: |
| Anticipated Start Date: | Anticipated End Date: |

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

| Quantifiable Goals |
| Anticipated Results |
**Training Program**

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

<table>
<thead>
<tr>
<th>Quantifiable Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Anticipated Results</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Internship Program**

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

<table>
<thead>
<tr>
<th>Quantifiable Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Anticipated Results</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Other Results-Oriented Economic Opportunities (Please Describe)**

Note: Any part-time hires can be represented here.

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

<table>
<thead>
<tr>
<th>Quantifiable Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Anticipated Results</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
CHICAGO HOUSING AUTHORITY (CHA)  
Department of Procurement and Contracts- Compliance Division

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

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

<table>
<thead>
<tr>
<th>Section 3 Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note: Please refer to page three (3) Part III: Other Economic Opportunities for more details on contributions.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hiring</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ 5% of total contract value (Construction)- Not to Exceed $100,000</td>
</tr>
<tr>
<td>□ 1.5% of total contract value (Professional Service)- Not to Exceed $100,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contracting</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Contributing the difference between the actual subcontracting dollar amount and the minimum subcontracting requirement Not to Exceed $500,000</td>
</tr>
<tr>
<td>□ 10% of total contract value (Construction) Not to Exceed $500,000</td>
</tr>
<tr>
<td>□ 3% (Other Contracts- including Professional Service) Not to Exceed $500,000</td>
</tr>
</tbody>
</table>

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

| Dollar Value of Contribution | $ |

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

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

NAME OF PRIME CONTRACTOR (Print or Type)  

NAME OF AUTHORIZED OFFICER  

NAME OF NOTARY (Print or Type)  

STATE OF COUNTY OF ON THIS DAY OF  

20 BEFORE ME APPEARED (NAME)  

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

NOTARY PUBLIC: (SEAL):
COMMISSION EXPIRES:

INTERNAL CHA APPROVAL:  
COMPLIANCE MANAGER'S SIGNATURE DATE

INTERNAL CHA APPROVAL:  
SECTION 3 ADMINISTRATOR DATE  
(Applicable when Other Economic Opportunities are proposed)
Attachment I

Schedule C: Letter of Intent M/W/DBE and/or Section 3 Business Concern
CHICAGO HOUSING AUTHORITY (CHA)
Procurement & Contracts Department Contract Compliance Division

SCHEDULE C
Letter of Intent M/W/DBE and/or Section 3 Business Concern
Subcontractors, Suppliers, Consultants
(To Be Completed by Subcontractor and/or Self-Performing Prime Contractor)

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

Certification Status (Check One):  MBE  WBE  DBE

Section 3 Business Concern (Check One):  Yes  NO

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

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

☐ 51 percent or more owned by section 3 residents
   a. A public housing resident
   b. Low and very-low income persons who live in the Chicago Metropolitan Area or non-metropolitan county

☐ Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents

☐ That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of “section 3 business concern”

FEIN:  ETHNICITY:  GENDER:

CONTACT NAME/TITLE:

E-MAIL ADDRESS:

IFB/RFP/CONTRACT OR PURCHASE ORDER NO.:

PROJECT TITLE:  DATE FORM COMPLETED:

PRIME CONTRACTOR:  (NAME)  (TELEPHONE NUMBER)

NOTE: M/W/DBE contractors must attach a Letter of Certification from one of the certifying agencies listed on the Schedule A - M/W/DBE Utilization Plan. For Section 3 Business Concern (S3BC) contractors/subcontractors, the owner or employee of the S3BC cannot also be an employee of the Prime Contractor on a contract per HUD Regulations.

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

If yes, explain below (Include dollar amount & percentage that will be subcontracted to other firms):
2. List commodities/services to be provided for the above-referenced contract:

__________________________________________________________________________

__________________________________________________________________________

3. Indicate the total dollar value: $ __________________________________________________________________________

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

__________________________________________________________________________

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

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

AFFIDAVIT

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

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

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

(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT) (DATE)

(NAME OF NOTARY - PRINT OR TYPE)

STATE OF ___________________________ COUNTY OF ___________________________

ON THIS ___________________________ DAY OF ___________________________ 20____

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

NOTARY PUBLIC: ___________________________________________ (SEAL)

COMMISSION EXPIRES: ___________________________
Attachment J

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

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

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

1. Contingent Fee Representation and Agreement
(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:
   (1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and
   (2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.
(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation
The bidder/offeror represents and certifies as part of its bid/offer that it:
(a) [ ] is, [ ] is not a small business concern. “Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
(b) [ ] is, [ ] is not a women-owned small business concern. “Women-owned,” as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:
(7) [ ] Black Americans [ ] Asian Pacific Americans
[ ] Hispanic Americans [ ] Asian Indian Americans
[ ] Native Americans [ ] 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:
   (i) 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/offeree deletes or modifies subparagraph (a)(2) above, the bidder/offeree must furnish with its bid/offere a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:
Attachment K
General Conditions for Non-Construction Contracts HUD 5370-C
Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

1) Non-construction contracts (without maintenance) greater than $100,000 - use Section I;
2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 986.105) greater than $2,000 but not more than $100,000 - use Section II; and
3) Maintenance contracts (including nonroutine maintenance), greater than $100,000 - use Sections I and II.

1. Definitions

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

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

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

7. Disputes

(a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

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

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

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

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

(d) The terms of this clause shall be included in all subcontracts and consulting agreements whereby the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any
product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

"Influencing or attempting to influence" means making, with the intent to influence, any communication or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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

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

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

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

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

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

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

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:
(1) Agency and legislative liaison by Own Employees.
   (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
   (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
   (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
      (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
      (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
   (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
      (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action,
      (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
      (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
   (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.
   (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of:
      (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
      (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
   (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
   (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
   (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.
   (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
      (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
      (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
   (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
   (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
   (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.
16. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

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

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State, and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.
ATTACHMENT II
<table>
<thead>
<tr>
<th>Line No.</th>
<th>Item Description</th>
<th>UOM</th>
<th>Aggregate Total (Taken from Price Clarification Form)</th>
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<tbody>
<tr>
<td>1</td>
<td>City of Chicago MWDBE Certification Assistance</td>
<td>1 Year</td>
<td>$142,000.00</td>
</tr>
</tbody>
</table>

Signature of Authorized Company Representative

O. Kate Trager

Print Name of Authorized Representative

Taft Stettinius & Hollister LLP

Company Name

ktrager@taflaw.com

Email Address

(312) 840-4326

Partner

Title

Telephone Number

*The Aggregate Total must be the total amount (fully loaded) to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.
**1 YEAR BASE TERM**

<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>Number of Staff</th>
<th>Number of Hours</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>Facilitate a minimum of four (4) workshops a month</td>
<td>3</td>
<td>$0/workshop 1-2 hours per workshop</td>
<td>$0</td>
</tr>
<tr>
<td>Outreach, Assess and Identify Certified Section 3</td>
<td>3</td>
<td>$140/hour 200 hours</td>
<td>$28,000</td>
</tr>
<tr>
<td>Businesses readiness towards application completion for the City of Chicago M/W/DBE Certification</td>
<td></td>
<td>$150/hour 360 hours</td>
<td>$54,000</td>
</tr>
<tr>
<td>Provide training to the Certified Section 3 businesses on the City of Chicago certification process and procedures</td>
<td>3</td>
<td>$1,500 per application 5-20 hours per application</td>
<td>$60,000</td>
</tr>
</tbody>
</table>

**AGGREGATE TOTAL**

$142,000.00

(Please Transfer This Total to The Fee Form)
<table>
<thead>
<tr>
<th>Scope of Work</th>
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<td>$60,000</td>
</tr>
</tbody>
</table>

AGGREGATE TOTAL: $142,000.00

(Please Transfer This Total to The Fee Form)
EXHIBIT I

STATEMENT OF WORK

The Selected Respondent will:

1. Facilitate a minimum of four (4) workshops a month at the CHA Section 3 Field Office located at 3641 South State Street, Chicago, IL 60609 within a twelve-month time frame to Section 3 certified businesses on City of Chicago MWDBE Certification process.

2. Outreach to Certified Section 3 businesses in the Section 3 Portal System that the CHA provides.

3. Assess and identify Certified Section 3 Businesses readiness towards application completion for the City of Chicago M/W/DBE Certification.

4. Provide information sessions to the Certified Section 3 businesses on the City of Chicago certification process and procedures.

5. Identify a staff member from their firm to be the designated point of contact to work on-site at scheduled meeting times for applicants with the CHA Section 3 Field Office staff and Certified Section 3 Businesses.

6. Provide one on one assistance successfully uploading all required documentation and with completing the application until it has been submitted to the City of Chicago Department of Procurement Services to Certified Section 3 Businesses during the application process.

7. Prepare a minimum of forty (40) Certified Section 3 businesses for certification.

8. Maintain files for each participant and ensure that files are maintained in a uniform fashion, include support documentation and are to be stored at the Section 3 Field Office.

9. Submit evidence of the firm’s ability to perform the work as indicated by resumes and certifications of key personnel detailing each individual’s education, technical training and work experience.

10. Comply with CHA’s requests, in order to complete its monitoring and evaluation procedures. This may include but is not limited to on-site review of files by CHA and weekly performance reports to track progress towards certification outcomes and metrics. The files become the property of the CHA at the ending of the program.

DELEVERABLES

1. Weekly reporting, including copies of applications and all supporting documentation.

2. Once the application is submitted, bi-weekly follow-up with each Section 3 business on their follow-up with the City of Chicago to ensure that the process is moving along.

3. Follow-up with the City of Chicago Department of Procurement on submitted participant applications.
4. A minimum of 40 up to 60 Certified Section 3 firms will attain MWDBE certification from the City of Chicago.

5. All program files remain the property of the CHA and must be provided as requested by the CHA.
EXHIBIT II

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

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)
Overview:

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

<table>
<thead>
<tr>
<th>Type of Contract</th>
<th>Contract Amount</th>
<th>Hiring</th>
<th>Section 3 Requirements</th>
<th>Other Economic Opportunities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>All Contract Values</td>
<td>30% Of all new hires</td>
<td>10% Of total contract value subcontracted</td>
<td>See instructions</td>
</tr>
<tr>
<td>Other Contracts (Including Professional Service)</td>
<td>All Contract Values</td>
<td>30% Of all new hires</td>
<td>3% Of total contract value subcontracted</td>
<td>See instructions</td>
</tr>
</tbody>
</table>
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts- Compliance Division

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

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

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

• **Table II.b. Contracting Shortfall or Table II.c. Outreach Efforts** must be completed when the Prime Contractor is unable to meet the full minimum subcontracting requirements under 24 CFR 135.
  - When there is no plan or need to subcontract, please outline the reason(s) why in Table II.b. Contracting Shortfall.
  - If the prime contractor is unable to contract to a Section 3 Business Concern, all outreach efforts must be documented in Table II.c. Outreach Efforts. You must document all of the companies that have been contacted for subcontracting opportunities. If there are limited companies available who perform the necessary duties under this scope of work, please indicate in the 'reasons for not subcontracting'.
  - This is required before Other Economic Opportunities are proposed.

• **PRIME CONTRACTOR MUST USE CHA'S SECTION 3 JOB OPPORTUNITIES WEBSITE TO IDENTIFY AND HIRE ANY AND ALL SECTION 3 EMPLOYEES. CHA WILL NOT CONSIDER OR AUTHORIZE ANY ALTERNATE PROPOSALS TO IDENTIFY SUCH EMPLOYEES.**

**Part III: Other Economic Opportunities**

• In the event that a Prime Contractor has demonstrated no plan or need to hire and/or subcontract or is unable to meet the hiring and/or subcontracting requirements in Part I and Part II, the Prime Contractor is required to provide other economic opportunities by completing the **Table III: Other Economic Opportunities Plan(s).**

• **PLEASE NOTE THAT THE INABILITY TO MEET THE HIRING AND/OR SUBCONTRACTING REQUIREMENT MUST BE DOCUMENTED COMPLETELY IN PART I: HIRING AND PART II: CONTRACTING BEFORE COMPLETING PART III: OTHER ECONOMIC OPPORTUNITIES.**

• Other Economic Opportunities could include indirect subcontracting with a Section 3 Business Concern (subcontracting for work not included in the scope of work), training programs, mentorship program participation, or other economic opportunities directed towards section 3 residents and businesses. Any Other Economic Opportunities must be proposed on pages 10 through 12 in **Part III: OTHER ECONOMIC OPPORTUNITIES.**

• If the other forms of Other Economic Opportunities are not feasible, the Prime Contract may propose a contribution to the Section 3 Fund. Guidance on how to contribute to the Section 3 Fund is outlined below:
  - **Hiring Requirements Contribution:** If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full hiring requirements (30% of new hires), and cannot provide other economic opportunities outlined above, then the contractor must pay 5% of the total dollar amount of the contract for building, trade work or 1.5% for all other contracts will be paid to the Section 3 Fund. **NOTE: The amount shall not exceed $100,000 for any one contract.**

  - **Contracting Requirements Contribution:** If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full Section 3 Business Concern subcontracting requirements, and cannot provide other economic opportunities outlined above, the difference between 10% of the covered contract (building, trade work) or 3% (non-construction) and the actual amount provided to Section 3 Business Concerns must be paid to the Section 3 Fund. **NOTE: The amount shall not exceed $500,000 for any one contract.**

  - A Prime Contractor may also pay the entire 10% of the covered contract (building, trade work) or 3% (non-construction) if they have documented infeasibility of offering any Other Economic Opportunities. **NOTE: The amount shall not exceed $500,000 for any one contract.**
SCHEDULE B - SECTION 3 UTILIZATION PLAN
(To Be Completed by Prime Contractor)

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

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

Prime Contractor Acknowledgement of Section 3 Requirements:

Signature of Principal of Contractor: ____________________________

O. Kate Tragesser, Partner

Print Name

Date: 04/03/18
# CHICAGO HOUSING AUTHORITY (CHA)  
Department of Procurement and Contracts- Compliance Division  

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

## Part I: Hiring  

**SAMPLE HIRING CHART**  

**Table I.a:** SAMPLE Hiring Chart- ENTIRE WORKFORCE for both Prime and all Subcontractors

<table>
<thead>
<tr>
<th>(1) Job Titles</th>
<th>(2) Total Number of Employees Needed at each Job Title</th>
<th>(3) Total Number of Employees Currently Employed at each Job Title</th>
<th>(4) Total New Hires Needed for each Job Title</th>
<th>(5) Total Section 3 Hires for Each Job Title</th>
<th>(6) Anticipated Hiring Date Section 3 Hires for Each Job Title</th>
<th>(7) Totals:</th>
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</thead>
<tbody>
<tr>
<td>Painters</td>
<td>10</td>
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<td>2</td>
<td>0</td>
<td>n/a</td>
<td>86</td>
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<td>Laborers</td>
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<td>19</td>
<td>1</td>
<td>1</td>
<td>10/01/2017</td>
<td></td>
</tr>
<tr>
<td>Carpenters</td>
<td>15</td>
<td>15</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Bricklayers</td>
<td>4</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Sprinkler Fitter</td>
<td>3</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Marble Mason</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Electrician</td>
<td>6</td>
<td>5</td>
<td>1</td>
<td>0</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Power Equipment Operator</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Iron Worker</td>
<td>5</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Cement Mason</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Plumber</td>
<td>4</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Roofer</td>
<td>10</td>
<td>10</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>08/01/2017</td>
<td></td>
</tr>
<tr>
<td>Superintendent</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Payroll Coordinator</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>08/01/2017</td>
<td></td>
</tr>
</tbody>
</table>

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

2

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

50%
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts - Compliance Division

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

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

Table 1.b: Hiring Chart - ENTIRE WORKFORCE for both Prime and all Subcontractors

<table>
<thead>
<tr>
<th>(1) Job Titles</th>
<th>(2) Total Number of Employees Needed at each Job Title</th>
<th>(3) Total Number of Employees Currently Employed at each Job Title</th>
<th>(4) Total New Hires Needed for each Job Title</th>
<th>(5) Total Section 3 Hires for Each Job Title</th>
<th>(6) Anticipated Hiring Date: Section 3 Hires for Each Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant</td>
<td>TBD</td>
<td>2</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

(7) Totals: TBD 2 TBD TBD

(8) Total New Section 3 Hires Required:
\[
\text{(Total of column (4)} \times 0.3\text{)} \text{round up to the nearest whole number}
\]

(9) Percentage of New Hires that are Section 3:
\[
\left(\frac{\text{Total of column (5)}}{\text{Total of column (4)}}\right) \times 100 = \% \text{ of New Hires}
\]

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

Schedule B - Section 3 Utilization Plan
Page 6 of 12
May 5, 2017
**Part II: CONTRACTING**

**Table II: Contracting Commitments**

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

<table>
<thead>
<tr>
<th>Total Dollar Value of Section 3 Business Concern Contracts:</th>
<th>$ N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Percentage of Section 3 Business Concern Contracts:</td>
<td>%</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td></td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>ORIGINAL CONTRACT DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>AMENDED CONTRACT DOLLAR VALUE:</td>
<td></td>
</tr>
</tbody>
</table>

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

Anticipated Start Date: ____________________________ Anticipated End Date: ____________________________

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td></td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>ORIGINAL CONTRACT DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>AMENDED CONTRACT DOLLAR VALUE:</td>
<td></td>
</tr>
</tbody>
</table>

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

Anticipated Start Date: ____________________________ Anticipated End Date: ____________________________

*(If more space is needed, you can use page 8 multiple times)*
### Contracts to Section 3 Business Concerns (continued)

| COMPANY NAME: |  |
| ADDRESS: |  |
| CONTACT PERSON: | TELEPHONE: |
| E-MAIL ADDRESS: |  |
| ORIGINAL CONTRACT DOLLAR VALUE: |  |
| AMENDED CONTRACT DOLLAR VALUE: |  |

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:  

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

| COMPANY NAME: |  |
| ADDRESS: |  |
| CONTACT PERSON: | TELEPHONE: |
| E-MAIL ADDRESS: |  |
| ORIGINAL CONTRACT DOLLAR VALUE: |  |
| AMENDED CONTRACT DOLLAR VALUE: |  |

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:  

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

| COMPANY NAME: |  |
| ADDRESS: |  |
| CONTACT PERSON: | TELEPHONE: |
| E-MAIL ADDRESS: |  |
| ORIGINAL CONTRACT DOLLAR VALUE: |  |
| AMENDED CONTRACT DOLLAR VALUE: |  |

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:  

**Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):**
Anticipated Start Date: ___________ Anticipated End Date: ___________
Table II.b: Contracting Shortfall
If the Prime Contractor cannot meet the minimum contracting requirements, outlined on pages 2 through 4, provide the reasoning below. You must include the scope of work and why you cannot meet the requirements. For additional space, please attach a document on your company’s letterhead.

If awarded the contract, Taft will ensure 30% of new hires for the contract will be Section 3 residents.

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

<table>
<thead>
<tr>
<th>Business Name:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Contact:</td>
<td></td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td></td>
</tr>
<tr>
<td>Reason for not subcontracting:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Contact:</td>
<td></td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td></td>
</tr>
<tr>
<td>Reason for not subcontracting:</td>
<td></td>
</tr>
</tbody>
</table>
Part III: OTHER ECONOMIC OPPORTUNITIES (NOTE: Beginning on January 2, 2015, the Chicago Housing Authority (CHA) observes a $13 per hour Minimum Wage Requirement. This policy affects paid mentorship and internship programs, among others).

Table III: Other Economic Opportunities Plan(s)

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

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

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

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

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORIGINAL CONTRACT DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>WORK TO BE PERFORMED/MATERIALS SUPPLIED:</td>
<td></td>
</tr>
<tr>
<td>Anticipated Start Date:</td>
<td>Anticipated End Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ORIGINAL CONTRACT DOLLAR VALUE:</td>
<td></td>
</tr>
<tr>
<td>WORK TO BE PERFORMED/MATERIALS SUPPLIED:</td>
<td></td>
</tr>
<tr>
<td>Anticipated Start Date:</td>
<td>Anticipated End Date:</td>
</tr>
</tbody>
</table>

### Mentorship Program Participation

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

<table>
<thead>
<tr>
<th>Quantifiable Goals</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Anticipated Results</td>
<td></td>
</tr>
<tr>
<td>Training Program</td>
<td></td>
</tr>
<tr>
<td>-----------------</td>
<td></td>
</tr>
<tr>
<td>Describe in detail the work that will be performed by the Section 3 Resident or Business Concern</td>
<td></td>
</tr>
<tr>
<td>Quantifiable Goals</td>
<td></td>
</tr>
<tr>
<td>Anticipated Results</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Internship Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe in detail the work that will be performed by the Section 3 Resident or Business Concern</td>
</tr>
<tr>
<td>Quantifiable Goals</td>
</tr>
<tr>
<td>Anticipated Results</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Results-Oriented Economic Opportunities (Please Describe)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note: Any part-time hires can be represented here.</td>
</tr>
<tr>
<td>Describe in detail the work that will be performed by the Section 3 Resident or Business Concern</td>
</tr>
<tr>
<td>Quantifiable Goals</td>
</tr>
<tr>
<td>Anticipated Results</td>
</tr>
</tbody>
</table>
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts- Compliance Division

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

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

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

**Contribution to Section 3 Fund**
(this is the total of all hiring and contracting contributions identified in the Section 3 Fund chart above)

Dollar Value of Contribution: $  

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

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

Tait Schinus & Hollister LLP

NAME OF PRIME CONTRACTOR (Print or Type)
O. Kate Tragesser

NAME OF AUTHORIZED OFFICER
Nicole Widel

NAME OF NOTARY (Print or Type)

STATE OF Illinois COUNTY OF Cook ON THIS 3rd DAY OF April 2018 BEFORE ME APPEARED (NAME) Kate Tragesser TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: (SEAL): NICOLE A WIDEL  
COMMISSION EXPIRES: June 10, 2019  
My Commission Expires June 10, 2019

INTERNAL CHA APPROVAL:  
COMPLIANCE MANAGER’S SIGNATURE  
DATE

INTERNAL CHA APPROVAL:  
SECTION 3 ADMINISTRATOR  
(Applicable when Other Economic Opportunities are proposed)  
DATE

May 5, 2017
EXHIBIT IV

MBE/WBE/DBE UTILIZATION PLAN
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

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

RFP/IFB/CONTRACT/PURCHASE ORDER NO: 2454 DATE FORM SUBMITTED: 04/03/18

PROJECT TITLE: CITY OF CHICAGO MWDBE CERTIFICATION ASSISTANCE PROGRAM

PRIME CONTRACTOR NAME(S): Taft Stettinius & Hollister LLP

ADDRESS: 111 E. Wacker Drive, Suite 2800 TELEPHONE: 312-527-4000

CONTACT NAME/TITLE: O. Kate Tragesser

E-MAIL ADDRESS: ktragesser@taftlaw.com

Certification Status: MBE [ ] WBE [ ] DBE [ ] Certified By:

Ethnicity: Caucasian Gender: Female

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO.: 31-0541755

<table>
<thead>
<tr>
<th>CONTRACT AMOUNT:</th>
<th>$142,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>M/W/DBE TOTAL:</td>
<td>$28,400.00</td>
</tr>
<tr>
<td>M/W/DBE TOTAL PERCENTAGE:</td>
<td>20.00%</td>
</tr>
<tr>
<td>PRIME SELF-PERFORMER?</td>
<td>Yes [✓] NO [ ]</td>
</tr>
</tbody>
</table>

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

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

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

I. DIRECT PARTICIPATION

A. COMPANY NAME: Hancock Perry Consulting, Inc.
ADDRESS: 8816 S. Calumet Chicago, IL 60619
CONTACT PERSON: Betty Hancock-Perry TELEPHONE: (773) 750-6501
E-MAIL ADDRESS: bhancockperry@gmail.com
ORIGINAL M/W/DBE DOLLAR VALUE: 28,400.00 % of Total Contract Value: 20.00%
AMENDED M/W/DBE DOLLAR VALUE: % of Total Contract Value: 0.00%

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:
Hancock Perry Consulting, Inc. will provide outreach and training to the Certified Section 3 businesses.

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long): Ongoing during the entire performance of the contract.

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

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

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

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts Contract Compliance Division

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

D. COMPANY NAME: ____________________________________________________________
ADDRESS: ___________________________________________________________________
CONTACT PERSON: __________________________________ TELEPHONE: ________
E-MAIL ADDRESS: _____________________________________________________________
ORIGINAL M/W/DBE DOLLAR VALUE: ____________________________________ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: ____________________________________ % of Total Contract Value: 0.00%

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

__________________________________________________________________________

E. COMPANY NAME: ____________________________________________________________
ADDRESS: ___________________________________________________________________
CONTACT PERSON: __________________________________ TELEPHONE: ________
E-MAIL ADDRESS: _____________________________________________________________
ORIGINAL M/W/DBE DOLLAR VALUE: ____________________________________ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: ____________________________________ % of Total Contract Value: 0.00%

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

__________________________________________________________________________

F. COMPANY NAME: ____________________________________________________________
ADDRESS: ___________________________________________________________________
CONTACT PERSON: __________________________________ TELEPHONE: ________
E-MAIL ADDRESS: _____________________________________________________________
ORIGINAL M/W/DBE DOLLAR VALUE: ____________________________________ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: ____________________________________ % of Total Contract Value: 0.00%

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

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

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

G. COMPANY NAME: ____________________________________________________
ADDRESS: __________________________________________________________
CONTACT PERSON: __________________________________ TELEPHONE: ______
E-MAIL ADDRESS: ____________________________________________________
ORIGINAL M/W/DBE DOLLAR VALUE: __________________ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: __________________ % of Total Contract Value: 0.00%

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

H. COMPANY NAME: __________________________________________________
ADDRESS: __________________________________________________________
CONTACT PERSON: __________________________________ TELEPHONE: ______
E-MAIL ADDRESS: ____________________________________________________
ORIGINAL M/W/DBE DOLLAR VALUE: __________________ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: __________________ % of Total Contract Value: 0.00%

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

I. COMPANY NAME: __________________________________________________
ADDRESS: __________________________________________________________
CONTACT PERSON: __________________________________ TELEPHONE: ______
E-MAIL ADDRESS: ____________________________________________________
ORIGINAL M/W/DBE DOLLAR VALUE: __________________ % of Total Contract Value: 0.00%
AMENDED M/W/DBE DOLLAR VALUE: __________________ % of Total Contract Value: 0.00%

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

______________________________________________________________
Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
II. INDIRECT PARTICIPATION

A. COMPANY NAME: N/A
   ADDRESS: ________________________________
   CONTACT PERSON: ____________________________ TELEPHONE: ( ) __________________________
   E-MAIL ADDRESS: ____________________________
   ORIGINAL M/W/DBE DOLLAR VALUE: ____________________________ % of Total Contract Value: 0.00%
   AMENDED M/W/DBE DOLLAR VALUE: ____________________________ % of Total Contract Value: 0.00%
   NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
   WORK TO BE PERFORMED/MATERIALS SUPPLIED:
   Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
   ____________________________

B. COMPANY NAME: ____________________________
   ADDRESS: ________________________________
   CONTACT PERSON: ____________________________ TELEPHONE: ( ) __________________________
   E-MAIL ADDRESS: ____________________________
   ORIGINAL M/W/DBE DOLLAR VALUE: ____________________________ % of Total Contract Value: 0.00%
   AMENDED M/W/DBE DOLLAR VALUE: ____________________________ % of Total Contract Value: 0.00%
   NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
   WORK TO BE PERFORMED/MATERIALS SUPPLIED:
   Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
   ____________________________

C. COMPANY NAME: ____________________________
   ADDRESS: ________________________________
   CONTACT PERSON: ____________________________ TELEPHONE: ( ) __________________________
   E-MAIL ADDRESS: ____________________________
   ORIGINAL M/W/DBE DOLLAR VALUE: ____________________________ % of Total Contract Value: 0.00%
   AMENDED M/W/DBE DOLLAR VALUE: ____________________________ % of Total Contract Value: 0.00%
   NOTE: Amended Dollar Value only used when changes are made and approved by Compliance during a contract.
   WORK TO BE PERFORMED/MATERIALS SUPPLIED:
   Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
   ____________________________
D. COMPANY NAME: ________________________________________________________________

ADDRESS: _____________________________________________________________________

CONTACT PERSON: ___________________________________ TELEPHONE: ( ) ______________

E-MAIL ADDRESS: ________________________________________________________________

ORIGINAL M/W/DBE DOLLAR VALUE: ____________________ % of Total Contract Value: __________

AMENDED M/W/DBE DOLLAR VALUE: ____________________ % of Total Contract Value: __________

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

E. COMPANY NAME: ________________________________________________________________

ADDRESS: _____________________________________________________________________

CONTACT PERSON: ___________________________________ TELEPHONE: ( ) ______________

E-MAIL ADDRESS: ________________________________________________________________

ORIGINAL M/W/DBE DOLLAR VALUE: ____________________ % of Total Contract Value: 0.00%

AMENDED M/W/DBE DOLLAR VALUE: ____________________ % of Total Contract Value: 0.00%

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

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

F. COMPANY NAME: ________________________________________________________________

ADDRESS: _____________________________________________________________________

CONTACT PERSON: ___________________________________ TELEPHONE: ( ) ______________

E-MAIL ADDRESS: ________________________________________________________________

ORIGINAL M/W/DBE DOLLAR VALUE: ____________________ % of Total Contract Value: 0.00%

AMENDED M/W/DBE DOLLAR VALUE: ____________________ % of Total Contract Value: 0.00%

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

WORK TO BE PERFORMED/MATERIALS SUPPLIED:

Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):
CHICAGO HOUSING AUTHORITY (CHA)  
Department of Procurement and Contracts Contract Compliance Division  

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

AFFIDAVIT OF PRIME CONTRACTOR  

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule A are true and no material facts have been omitted.  

The undersigned will enter into agreements with the above listed companies for work as indicated on this Schedule A within five (5) days after receipt of a signed contract executed by the Chicago Housing Authority. Copies of agreements including but not limited to joint ventures, subcontracts, supplier agreements, purchase orders referencing the SPEC., RFP, or Purchase Order Number shall be forwarded to the Procurement & Contracts Department, Contract Compliance Section, 60 East Van Buren, 13th Floor, Chicago, IL 60605.  

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

NAME OF PRIME CONTRACTOR (Print or Type)  
Taft Stettinius & Hollister LLP  

AUTHORIZED OFFICER  
O. Kate Tragesser  
Signature  
Date  
04/03/18  

NAME OF NOTARY (Print or Type)  
Nicole Widel  

STATE OF  
IL  
COUNTY OF  
Cook  

ON THIS   
third   
DAY OF  
April   
2018   
BEFORE ME APPEARED (NAME) O. Kate Tragesser, TO ME PERSONALLY  

KNOWTH WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY  

AUTHORIZED BY (NAME OF COMPANY) Taft Stettinius & Hollister LLP, TO EXECUTE THIS AFFIDAVIT AND DID SO AS  

HIS OR HER FREE ACT AND DEED. NOTARY PUBLIC [SEAL] COMMISSION EXPIRES:  

06/10/19  

NICOLE A WIDEL  
OFFICIAL SEAL  
Notary Public, State of Illinois  
My Commission Expires June 10, 2019
EXHIBIT V

GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS

HUD FORM 5370-C (10/2006)

General Conditions for Non-Construction Contracts
Section I – (With or without Maintenance Work)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Office, Office of Information Policy and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3300, and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addresses.

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

1) Non-construction contracts (without maintenance) greater than $100,000 – use Section I.
2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 169.105) greater than $100,000 but not more than $100,000 - use Section II.
3) Maintenance contracts (excluding nonroutine maintenance), greater than $100,000 – use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than $100,000

1. Definitions

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

2. Changes

(a) The HA may at any time, by written order, and without notice to the Contractor, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the per hour rate, the total cost of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the total cost or rate, the delivery schedule, or other affected terms, and shall notify the Contractor accordingly.
(c) The Contractor must assert his right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decades that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, hereinafter. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor’s Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives, shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor’s direct pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract, or
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General, or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

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

7. Disputes

(a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provision, including any claims for damages for the alleged breach thereof of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, notifies the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) accepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, dispute, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
(ii) The Contractor's objectivity in performing the contract work may be impaired.

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

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

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the services provided by the prime Contractor. The Contractor shall include in each subcontract and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be conducted within 30 days so as to not impede the work of the Contractor. Any
product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor’s submission of corrected work remains unavailable, the HA may terminate this contract or the task order involved or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

“Covered Federal Action” means any of the following Federal actions:

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

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

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

“Influencing or attempting to influence” means making, with the intent to influence, any communication or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

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

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

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

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

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

“Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement.

(b) Prohibition

(i) Section 1552 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the continuance, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:
(1) Agency and legislative liaison by OPM Employees:
(a) The prohibition on the use of appropriated funds, in paragraph (b)(1)(i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
(b) For purposes of paragraph (b)(1)(i)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
   (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person’s products or services, conditions or terms of sale, and service capabilities, and,
   (2) Technical discussions and other activities regarding the application or adaptation of the person’s products or services for an agency’s use.
(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
   (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
   (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
   (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 85-507 and other subsequent amendments.
(e) Only those activities expressly authorized by subdivision (b)(1)(i)(a) of this clause are permitted under this clause.
(2) Professional and technical services:
(a) The prohibition on the use of appropriated funds, in subparagraph (b)(1)(i) of this section, does not apply in the case of:
   (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
(b) For purposes of subdivision (b)(1)(i)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
(d) Only those services expressly authorized by subdivisions (b)(1)(i)(a) and (b) of this section are permitted under this clause.
(e) Soliciting activities by independent sales representatives:
(f) The prohibition on the use of appropriated funds, in subparagraph (b)(1)(i) of this section, does not apply to the following solicitation activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
   (g) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person’s products or services, conditions or terms of sale, and service capabilities, and,
   (h) Technical discussions and other activities regarding the application or adaptation of the person’s products or services for an agency’s use.
(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
(e) Penalties. Any person who makes or incurs expenditure prohibited under paragraph (b) of this section shall be subject to civil penalties as provided by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.
16. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that all applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation, and (8) selection for training, apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will be considered for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers’ representative of the Contractor’s commitments under this clause.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally-assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed upon contractors involved against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall institute the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

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

18. Contractor’s Status

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

19. Other Contractors

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

20. Liens

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

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

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

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR Part 135.

(f) Noncompliance with HUD’s regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State, and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.
EXHIBIT VI

INSURANCE REQUIREMENTS

Prior to the commencement of this Agreement, the Contractor agrees to procure and maintain at all times during the term of this Agreement, the types of insurance specified below in order to protect the CHA from the acts, omissions and negligence of the Contractor, its officers, officials, subcontractors, joint ventures, partners, agents or employees. The insurance carriers used by the Contractor 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 Agreement, whether performed by the Contractor or by its subcontractor, joint ventures, partners, agents, officers or employees.

A. Required Insurance Coverage

1. Workers Compensation and Occupational Disease Insurance

Workers 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.

2. Commercial/General Liability Insurance written on an occurrence form (Primary and Excess Liability)

Commercial/General Liability Insurance provided is to have limits of not less than $1,000,000 per occurrence with an Aggregate of not less than $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 & Advertising Injury and will also cover injury to Consultants agents, subcontractors, invitees and guests and their personal property. The CHA is to be endorsed as additional insured on the Consultants policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

3. Automobile Liability Insurance

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

4. Professional Liability

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

5. 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, 13th 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 Certificates of Insurance, or such similar evidence, is to be emailed to certis@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.
EXHIBIT VII

CONTRACTOR'S AFFIDAVIT AND CONTRACTOR'S CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS – NON-CONSTRUCTION CONTRACTS (HUD FORM 5369-C)
CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Bidder/Proposer Name: Taft Stettinius & Hollister LLP
111 E. Wacker Drive
Suite 2800
Chicago, IL 60601

IFB/RFP NUMBER: 2452

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

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

The undersigned ____________________________ as ____________________________
(Name) (Title)

and on behalf of Taft Stettinius & Hollister LLP
("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: [ ] Corporation [ ] Sole Proprietor
[ ] Partnership [ ] Not-for-Profit Corporation
[ ] Joint Venture [ ] Other

[ ] Retail
[ ] Wholesale
[ ] Manufacturing
[ ] Construction
[ ] Professional Services

[ ] Employment Services
[ ] Information Services
[ ] Transportation
[ ] Other
CHICAGO HOUSING AUTHORITY  
Department of Procurement & Contracts  
CONTRACTOR'S AFFIDAVIT  

Average Annual Sales - Last 3 years: Taft does not disclose revenue figures  
Current Net Worth: Taft does not disclose  
Date Business Started: 1885  

SECTION 1. FOR PROFIT CORPORATIONS  

a. Incorporated in the State of N/A  
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):  

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<th>NAME (Print/Type)</th>
<th>Title (Print/Type)</th>
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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.  

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<th>NAME (PRINT/Type)</th>
<th>Address</th>
<th>Ownership Interest</th>
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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%  

Is the corporation owned partially or completely by one or more other Corporations?  
YES [ ]  
NO [  ]  

Contractor's Affidavit©  
Revised 3/20/14
of the proportionate ownership of the corporation and indicate the percentage interest of each.

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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.

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

________________________________________

________________________________________

________________________________________

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:

________________________________________

________________________________________

________________________________________

SECTION 4.  NOT-FOR-PROFIT CORPORATIONS

a. Incorporated in the State of  N/A.

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):

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

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

5. The Contractor, its agent, officers or employees have not directly or indirectly solicited
non-public information from a CHA officer or employee; entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free
competitive bidding in connection with this proposal in violation of Illinois Criminal
Code, 720 ILCS5/33E-1 et seq. Failure to submit this statement as part of the
bid/proposal will make the bid non-responsive and not eligible for award consideration.

B. SUBCONTRACTOR'S ANTI-COLLUSION AFFIDAVIT

1. The Contractor has obtained from all subcontractors to be used in performance of this
contract, known by the Contractor at this time, certifications in form and substance equal
to Sub-Section A of Section II of this affidavit.

2. The Contractor will, prior to using any subcontractor(s), obtain from such all
subcontractor(s) to be used in the performance of this contract, but not yet known by the
Contractor at this time 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
CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

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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 seq. 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 another 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.
3. For purposes of Section II (A) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted (See, 720 ILCS 5/33E-3).

4. For purpose of Section II (A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contract (See, 720 ILCS 5/33E-4).

III. STATE TAX DELINQUENCIES

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

1. __________ Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting such delinquency in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. __________ Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. __________ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above 1.

1. 65 ILCS 5/11 - 42.1 - 1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax
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.
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;


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;


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.
C. Bidder/Proposer/Contractor shall immediately notify HUD which has awarded funds for this project if a facility it intends to use in the performance of this Contract is on the EPA’s List of Violating Facilities or knows that it has been recommended to be placed on the List of Violating Facilities.

D. Furthermore, Bidder/Proposer/Contractor shall, in the performance of this Contract, comply with all requirements of the Clean Air Act ("CAA"), 42 U.S.C. §7401-7642 and the Clean Water Act ("CWA"), 33 U.S.C. §1251-1387, including the requirements of Section 114 of the CAA and Section 308 of the CWA, and all other applicable clean air standards and clean water standards.

VII. CERTIFICATION OF RESTRICTION ON LOBBYING

THE CONTRACTOR CERTIFIES THAT:

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

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form L.L.L., “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, subgrants, 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.
CHICAGO HOUSING AUTHORITY  
Department of Procurement & Contracts  

CONTRACTOR'S AFFIDAVIT

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, entitled “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. 11223 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
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.


IX. EQUAL EMPLOYMENT OPPORTUNITY

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

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

YES ☒ NO ☐

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

YES ☒ NO ☐
X.  DAVIS – BACON CERTIFICATION

A.  By the submission of this Affidavit, the Contractor hereby certifies that neither it nor any person or firm who has an interest in the Contractor’s firm is a person or firm ineligible to be awarded contracts by the United States Government or the CHA by virtue of Section 3(a) of the Davis-Bacon Act (29 CFR 5.12 (a) (1)).

B.  No part of the Contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded Contracts by the United States Government or the CHA by virtue of Section 3 (a) of the Davis-Bacon Act (29 CFR 5.12 (A) (1)).

C.  Furthermore, the Contractor hereby certifies that the information contained in this Affidavit and representation, are accurate, complete and current. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

XI.  SECTION 3 CERTIFICATION

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

XII.  INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certifications set forth in this Contractor’s Affidavit shall become part of Contract No. 2454 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.
XIV. VERIFICATION

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

Signature of President or Authorized Officer
Kate Tragesser

Name of President or Authorized Officer

Partner, Taft Chicago

(312) 836-4046

Title

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this Third day of April 2018 by
Kate Tragesser (Name) as Partner

(Title) of Taft Stettinius & Hollister

(Contractor)

Notary Public Signature

NICOLE A WIDEL
Notary Public, State of Illinois
My Commission Expires June 10, 2019

Contractor's Affidavit

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Revised 3/20/14
Certifications and Representations of Offerors
Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement
(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:
   (1) [ ] has, [X] has not employed or retained any person or company to solicit or obtain this contract; and
   (2) [ ] has, [X] 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, [X] 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, [X] 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, [X] 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:
(Choose the block applicable to you)
[ ] Black Americans   [ ] Asian Pacific Americans
[ ] Hispanic Americans [ ] Asian Indian Americans
[ ] Native Americans   [ ] 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/offor or modifies subparagraph (a)(2) above, the bidder/offor or must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

7. Offeror's Signature
The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date: 4/3/18

Kate Tragesser
Typed or Printed Name:
Partner, Taft Chicago
Title:

[Signature and Date]