CONSULTING SERVICES AGREEMENT

BETWEEN

SAVVY TECHNOLOGY SOLUTIONS, LLC

AND

CHICAGO HOUSING AUTHORITY
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CONSULTING SERVICES AGREEMENT
(Technology Support - .NET Web Application Development)

This Consulting Services Agreement is made effective as of the 1st day of December, 2019 between the CHICAGO HOUSING AUTHORITY, a municipal corporation of the City of Chicago, State of Illinois (hereinafter, the "CHA"), and Savvy Technology Solutions, LLC (hereinafter, the "Contractor") an Illinois limited liability company, authorized to do business in Illinois.

RECITALS

WHEREAS, the CHA requires technology consulting services for technical, functional and application consulting purposes in support of its use of its various computing systems and platforms and therefore issued RFP Event #2622 (2019) for .NET web application developer consulting services on or about March 15, 2019 (such Request for Proposals, as was amended or supplemented by the CHA in writing, is hereinafter referred to as the "RFP"), which RFP is attached hereto as Exhibit 1 and is incorporated into and made a part of this Agreement by this reference;

WHEREAS, the CHA evaluated the Contractor’s submissions and proposal provided in response to the Solicitation (including Contractor’s Best and Final Fee Proposal, which are collectively attached and incorporated herein by reference as Exhibit A – Contractor’s Proposal to the Agreement) and determined that at minimum, the Contractor met the qualifications to be capable of performing the Services. The following Sections, provisions, attachments, submittals and/or related documents (as applicable) are hereby incorporated into and made a part of this Agreement by this reference:

(i) Contractor’s Affidavit;
(ii) MBE/WBE/DBE Utilization Plan;
(iii) Section 3 Utilization Plan;
(iv) Compliance Utilization Plan Approval;
(v) HUD Form 5369-C (8/93) – Certifications and Representations of Offerors (Non-Construction);
(vi) Equal Opportunity Compliance Certificate; and
(vii) Subcontractor Information Submittal;

WHEREAS, the Contractor by submitting its qualifications, Proposal and other supporting documentation in response to the Solicitation, represents and warrants that it is highly qualified and competent to perform the Services and has the necessary expertise and capacity to complete any Services assigned to it in accordance with this Agreement;

WHEREAS, the CHA desires to enter into this Agreement to secure and obtain the professional services of the Contractor for the purposes and ends described above, and the Contractor states that it is ready, willing and able to provide the Services (defined below) as more specifically provided herein; and

WHEREAS, the Contractor desires and is ready, willing and able to perform the Services identified in the Solicitation and otherwise provided for or referenced herein;

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 I
INCORPORATION OF RECITALS

1.1 Incorporation of Recitals. The recitals set forth above, are incorporated by reference as if fully set forth herein. In the event of a conflict between any provision of this Agreement and any other documents, this Agreement, the Solicitation, and any specifically Approved Work Plan shall control, in that order, unless otherwise specified.

1.2 Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

"Account Manager" means the Key Employee of the Contractor who is assigned to the CHA upon execution of this Agreement and who is the primary contact for the CHA for all Requests for Service.

"Acceptance" shall mean the issuance of a letter by CHA indicating its acceptance of a Deliverable.

"Acceptance Criteria" shall have the meaning given such term in Section 3.2.

"Acceptance Procedures" shall have the meaning given such term in Section 3.2.

"Agreement" means this Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Budget" shall mean the accepted Cost Proposal for the Services to be provided by the Contractor as set forth in a written Work Plan submitted in response to the Request for Proposal or such subsequent request for additional services which CHA may provide formally and in writing.

"Chief Information Officer" or "CIO" means the Chief Information Officer of the Chicago Housing Authority, who is the chief executive of the Department of Information Technology Services, and any representative duly authorized to act on his behalf.

"CHA" means the Chicago Housing Authority.

"CHA Project Manager" shall be that CHA employee so identified in the Request for Proposal or otherwise.

"Confidential Information" of a party shall mean all confidential or proprietary information and documentation of such party, including with respect to the CHA, all Deliverables and other information of the CHA that is not permitted to be disclosed to third parties under local laws and regulations.

"Contractor" means the vendor herein upon the event that such vendor is issued a Notice-to-Proceed by the CHA.

"Cost Proposal" means the Cost Proposal prepared by the Contractor in response to a Request for Proposal or similar request for services. An accepted Cost Proposal will be the Budget for the project.

"Deliverables" shall mean those tangibles to be provided by the Contractor as described in Section 3.3.
“Department” means the Department of Information Technology Services.

“Documentation” shall mean all documentary materials such as, but not limited to, work papers, configurations, manuals, and other work product in hard copy or electronic format, prepared by or on behalf of the Contractor, its subcontractors or agents in connection with providing the Services.

“Fully-Loaded Hourly Rates” shall mean that hourly rate by particular type of worker, which includes all expenses and fees of the Contractor.

“Key Personnel” shall mean those positions and job titles and the persons assigned to those positions and job titles in accordance with the provisions of Section 3.9 of this Agreement.

“Notice-to-Proceed” means a written acceptance of a Work Plan by both the CIO and Director of Procurement and Contracts and direction to commence Services under the Work Plan.

“Project Documents” means this Agreement, the Request for Proposal, any written Accepted Work Plan, and any attachments and exhibits incorporated into them.

“Project Manager” means the Contractor’s staff member indicated on each Work Plan as the person who will direct and coordinate the execution of the Work Plan and who will be the primary contact with the Department on the work plan.

“Director of Procurement and Contracts” means the Director of Procurement and Contracts of the CHA and any representative duly authorized to act on her behalf.

“Request for Services” means a written request from the CIO for the Contractor to prepare and submit a Work Plan and Cost Proposal for Services relating to a specific project.

“Risk Management Office” means the Risk Management Office in the CHA’s Department of Finance which is under the direction of the Comptroller of the CHA and is charged with reviewing and analyzing insurance and related liability matters for the CHA.

“Services” means, collectively, the services, duties and responsibilities described in the Project Documents and any and all work necessary to complete them or carry them out fully as required and in accordance with the terms of this Master Agreement.

“Subcontractor” means any person or entity with whom the Contractor contracts to provide any part of the Services. The term Subcontractor also includes sub-contractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

“Support Period” means, time whereby the Contractor will be on site or in the field as directed by the CHA for a pre-determined period of time (30-90 days) following an implementation to support an application, if applicable.

“Warranty Period” means the one year period following Acceptance, unless otherwise specified in the Project Documents, if applicable.

“Work Plan” means the detailed description of the Services to be provided by the Contractor in a
response to the Request for Proposal issued in accordance with Section 2.3. Unless otherwise indicated, references to Work Plan will be deemed to include the applicable Cost Proposal.

“Work Product” shall include all finished and unfinished originals or copies (when originals are unavailable) of documents, screens, reports, writings, procedural manuals, forms, source and object code, work flow charts, methods, processes, data studies, plans, designs, transformed data, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, interfaces, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Contractor under this Agreement.

ARTICLE II
CONTRACTOR'S DUTIES AND RESPONSIBILITIES

2.1 Scope of Services.

The type of Services which the Contractor may be requested to provide under this Agreement are those described in the Solicitation, including any attachments, exhibits addenda or other inclusions, as well as any statement of work, project plan or similar description of services to be provided or rendered, which is attached to this Agreement and incorporated by reference as if fully set forth herein, and all tasks necessary to complete such Services. A copy of the most recent Statement of Work, Work Plan or equivalent document describing in detail the Services to be provided herein, as well as the respective schedules and compensation terms, shall be attached hereto and incorporated herein as Exhibit A. The Contractor must provide Services in accordance with the standards of performance set forth in Section 3.5.

The Contractor is acting as an independent contractor in performing under this Agreement and nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the CHA and the Contractor, or as constituting the Contractor or any officer, owner, employee or agent of the Contractor as an agent, representative or employee of the CHA for any purpose or in any manner whatsoever.

2.2 CHA agrees to provide working space and facilities, and any other services and materials Contractor or its personnel may reasonably request in order to perform the work assigned to them. All work shall be performed at CHA's facilities unless otherwise mutually agreed and shall be performed in a workmanlike and professional manner by employees of Contractor having a level of skill in the area commensurate with the requirements of the scope of work to be performed. Contractor shall make sure its employees, representatives and agents at all times observe security and safety policies of CHA.

2.3. CHA will advise Contractor of the individuals to whom Contractor's personnel will report for purposes of day-to-day work assignments. CHA and Contractor shall develop appropriate administrative procedures to apply to such personnel. CHA may periodically prepare an evaluation of the performance of Contractor's personnel.

ARTICLE III
CONTRACTOR STANDARDS OF CONDUCT

3.1 Acceptance Tests or Acceptance Criteria. The Solicitation or any Work Plan or Statement of
Work prepared pursuant to the Solicitation will contain Functional Specifications and a general statement of acceptance criteria for the Deliverables ("General Acceptance Criteria"). The Acceptance Criteria shall be that level of completion or standard of performance that the CHA intends from the Contractor. After reviewing the Proposal and Work Plan, and prior to issuing the Notice-to-Proceed, the CHA will propose a detailed, comprehensive set of acceptance criteria for each Deliverable designed to objectively verify the performance of each Deliverable or the Deliverables as a whole ("Detailed Acceptance Criteria"). The CHA and the Contractor will mutually agree upon the Detailed Acceptance Criteria. The Detailed Acceptance Criteria will be contained in the Project Documents. As used here, the term "Acceptance Criteria" refers to the General Acceptance Criteria until the parties agree on the Detailed Acceptance Criteria and thereafter shall refer to the General Acceptance Criteria and the Detailed Acceptance Criteria, collectively.

3.2 Acceptance Procedures

(A) Upon issuing a Notice-to-Proceed, the CHA will propose and the CHA and the Contractor shall agree in writing on detailed, comprehensive acceptance procedures for the Deliverables ("Acceptance Procedures"). The Acceptance Procedures must include the provisions of this Section 3.2. Each submittal of a Deliverable by Contractor shall be accompanied by a written certificate from the Contractor that such Deliverable has met its Acceptance Criteria ("Completion Certificate"). Upon delivery of the Completion Certificate, the Contractor shall also provide a complete copy of the Deliverable to the CHA.

(B) At the CHA’s request, the Contractor will demonstrate to the CHA how the Deliverable meets or satisfies its Acceptance Criteria. The Contractor will conduct any additional review and/or testing of a Deliverable that the CHA requests in order to verify to its satisfaction that the Deliverable meets or satisfies the Acceptance Criteria. If the CHA determines that any submitted Deliverable does not perform the requirements specified by such Deliverable’s Acceptance Criteria, the CHA will provide the Contractor with written notice specifying the identified failures. The Contractor must cure as promptly as possible any such failures and deficiencies and will apply necessary resources to perform such cure. After completing such cure, the Contractor must resubmit the Deliverable for review testing and must resubmit the Deliverable to the CHA along with a Completion Certificate.

3.3 Deliverables. In carrying out Services, the Contractor must prepare or provide Deliverables. Deliverables may include but are not limited to various written studies, best practice and supporting documentation, procedural manuals, forms, source and object code, work flow charts, methods, processes, plans, designs, transformed data, data studies, interfaces, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Contractor under this Agreement. The CHA reserves the right to reject any and all Deliverables which in the sole judgment of the CHA do not adequately represent the intended level of completion or standard of performance, do not include relevant information or data, do not comply with federal, state, or local reporting requirements, or do not include all documents which are specified in this Agreement or the applicable Work Plan or which are reasonably necessary for the purposes for which the CHA made this Agreement with Contractor or for which the CHA intends to use the Deliverables. Deliverables provided must follow the Acceptance Procedures as provided in Section 3.2 herein and meet the Acceptance Criteria contained in the Solicitation or any Work Plan. Deliverables must be provided in the CHA standard format and media as defined in the Request for Services.
Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the CIO. Such Deliverables may not be considered as satisfying the requirements of this Agreement. Partial or incomplete Deliverables will in no way relieve Contractor of its commitments hereunder.

3.4 Meetings. The Contractor will meet regularly with the CHA Project Manager to discuss matters relating to outstanding Projects. In addition, at the CIO's request, the Contractor must attend other meetings with the CHA or other interested parties designated by the CIO.

3.5 Standard of Performance.

(a) Professional and Fiduciary. The Contractor will perform all Services required of it under this Agreement with that degree of skill and care normally shown by a professional performing Service of a comparable nature and scope. The Contractor shall at all times use its best efforts to assure high 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. Nothing contained in this Section, however, shall be construed to relieve Contractor of its obligations pertaining to a Solicitation and Work Plan.

(b) Satisfactory Performance. The Contractor will 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 CIO. The Deliverables must meet the Acceptance Criteria within the time frame contained in the Work Plan associated with that Deliverable. 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.

(c) Qualified Personnel. 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.

(d) Efficiency. The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost, if furnished on a time and material basis.

3.6 Cooperation. The Contractor will at all times cooperate fully with the CHA, its agents, employees, contractors, and subcontractors; any other parties providing services with respect to this Agreement; and any interested governmental agency. The Contractor will at all times 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 will make every effort to assure an orderly transition to another provider of the Services, if any; an orderly demobilization of its own operations in connection with the Services; uninterrupted provision of Services during any transition period; and will otherwise comply with the reasonable requests and requirements of the CIO in connection with the termination or expiration.
3.7 Confidentiality. Contractor agrees that all reports and documents prepared or assembled or received by Contractor, or information that they became aware of in the course of performing Services pursuant to this Agreement, are to remain confidential and to be used solely for the purposes of meeting the objectives of this Agreement. Except as required or necessary to conduct the Services contemplated hereby, Contractor agrees that such reports, documents and information learned in the course of performing Services, 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.

3.8 Adequate Staffing. The Contractor will, immediately upon receiving a fully executed copy of this Agreement, assign during the term of this Agreement and any extension of it, an Account Manager who will be the Contractor’s designated person to receive communications and documentation pursuant to the Agreement and the parties’ regular course of conduct in furtherance of the Agreement. The Contractor will identify such personnel and their positions in a staffing schedule which will be included in any Work Plan.

3.9 Key Personnel

(a) Minimum Requirements. The Contractor’s Key Personnel under this Agreement shall be [redacted], who will be the contact person for the CHA and such other personnel as may be named for specific projects in the respective Work Plans. Changes in the assignment of committed key personnel due to commitments not related to this Agreement are prohibited without the CIO’s approval. Key personnel may also include other critical members of the project as specified in the Work Plans.

(b) No Substitutions. The Contractor will not reassign or replace Key Personnel without the written consent of the CIO which consent will not be unreasonably withheld. The Director of Procurement and Contracts may at any time in writing notify the Contractor that the CHA will no longer accept performance of Services under this Agreement by one or more Key Personnel. Upon such notice the Contractor will immediately cease to assign that person or those persons to perform the Services and will replace him or them with personnel qualified to perform the function and acceptable to the CIO. If any Key Personnel furnished by the Contractor to perform Services under this Agreement are unable to continue in the performance of assigned duties for reasons beyond the Contractor’s control, the Contractor shall promptly notify the CHA, explaining the circumstances. Within 10 days of notification by either party of the need to replace Key Personnel, the Contractor must furnish to the CHA the name of the substitute person and any other information the CHA may require. If the CHA does not approve such substitute person, the Contractor must propose another substitute person within 5 days. Such 5 day cycle shall be repeated no more than twice. In the event the Contractor is unable to tender a replacement, satisfactory to the CHA, the Contractor shall maintain the personnel then assigned to the performance of professional services to the CHA or be in Default.

3.10 No Limitation on CHA’s Rights. No provision in this Agreement granting the CHA a right of access to Deliverables and Accounting Records is intended to impair, limit or affect any right of access to such Records which the CHA would have had in the absence of such provisions.

The Contractor covenants that it and its partners (if any), and to the best of its knowledge, its Sub-Contractors and subcontractors, if any (collectively, “Consulting Parties”), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would
CONTRACT NO. 12377

conflict in any manner or degree with the performance of its Services hereunder. Without limiting the
foregoing, the Consulting Parties will not participate, directly or indirectly, as a prime, subcontractor, or
joint venturer, during the term of this Agreement or thereafter in the preparation of any proposal or bid
where the Consulting Parties performed any Services for the CHA in recommending, researching,
preparing, drafting, or issuing a request for proposals or bid specifications, or reviewing proposals or
bids, or performed similar services, nor shall the Consulting Parties enter into any agreement, either
individually or through an entity in which it has a controlling interest, with the CHA where the Consulting
Parties performed Services on the project that is the subject of the agreement. The Consulting Parties
further covenant that, in the performance of this Agreement no person having any such conflicting interest
will be assigned to perform any Services or have access to any Confidential Information.

In addition, Contractor agrees that if the CHA, by the CIO in her reasonable judgment, determines that
any of Contractor's services for third parties conflict with the Services Contractor is to render for the
CHA under this Agreement, Contractor shall terminate such third party services immediately upon
request of the CHA.

3.11 Failure to Comply If Contractor fails to comply with the above standards, Contractor
will perform again, at its own expense, any and all Services required to be performed again as a direct or
indirect result of such failure. The duty to perform again is in addition to and not a limitation on any
other remedies available to the CHA under this Agreement, at law, or in equity.

ARTICLE IV
TERM OF AGREEMENT

4.1 Term of Agreement. This Agreement shall be for a base term of one (1) year and shall
take effect as of December 1, 2019 and continue until November 30, 2020 or until the Services for all
task items or Work Plans are completed in accordance with their respective terms, or otherwise terminated
in accordance with the terms of this Agreement.

4.2 Timeliness of Performance. The Contractor shall provide the Services in a timely manner
and as required under this Agreement. The Contractor and the CHA acknowledge that deadlines for
certain Services provided for in this Agreement are 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
will significantly affect the CHA. In those and all other circumstances concerning the Contractor's
obligations under this Agreement, Time Is Of The Essence.

ARTICLE V
COMPENSATION

5.1 Amount of Compensation. The CHA shall pay to the Contractor compensation at the firm
fixed rate(s) of Seventy Eight and 50/100 Dollars per hour ($78.50/hour) for the person(s) and/or
position(s) set forth in Exhibit A for the Services contemplated herein, in a total amount not to exceed
Three Hundred Twenty Six Thousand Five Hundred Sixty and 00/100 Dollars ($326,560.00) for the base
term of the Agreement. The fees shall be earned and payable for the Contractor’s complete and
satisfactory performance of the Services identified in the Solicitation. The Contractor agrees not to
perform, and waives any and all claims for payment of work which would result in billings beyond this
amount without a prior written amendment to this Agreement authorizing said additional work. 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 fee.

5.2 Method of Payment The Contractor shall submit invoices, as agreed to by the Contractor and the CHA. Invoices shall contain a description of the Services rendered during the covered period of performance. The CHA shall make its best commercially reasonable efforts to pay each invoice within sixty (60) days of receipt of a properly submitted invoice. The Contractor shall not be entitled to receive payment unless an invoice relating to such payment is first submitted to the CHA. The invoices shall be subject to the review and approval of the CHA. The Contractor shall furnish such supporting documents and additional information as may be required to approve each invoice. The Contractor’s invoice shall include the hours and fees for the Services provided. If the CHA objects to all or any portion of any invoices, it shall notify the Contractor of its objection and both parties shall make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, the CHA, at its option, may pay the undisputed portion of any invoice without being deemed to have accepted the disputed portion.

5.3 Non-Appropriation Funding for any work covered by the terms of this Agreement is subject to (1) availability of federal funds from HUD, and (2) the approval of funding by the CHA's Board of Commissioners. 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 during the term of 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 but no sooner than the date of notification of termination.

5.4 Right to Offset Any excess costs and damages incurred or suffered by the CHA in the event of termination of this Agreement for default or arising as a result of the exercise by the CHA of any of the other remedies available to it under Article VII; any excess costs or damages incurred or suffered by the CHA otherwise resulting from the Contractor's performance or non-performance under this Agreement; any other set-offs permitted under this Agreement; any credits due to the CHA; or any overpayments made by the CHA may be offset by use of any payment due to the Contractor. If such amount offset is insufficient to cover those excess costs, credits, or overpayments, the Contractor will be liable for and promptly remit to the CHA the balance upon written demand. This right to offset is in addition to, and not a limitation on, any other remedies available to the CHA.

ARTICLE VI
DISPUTES AND RISK

6.1 Disputes In the event of a dispute between the CHA and Contractor involving this Agreement, the Director of Procurement and Contracts and Contractor will attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, either party may, submit the dispute in writing to CHA's Chief Executive Officer for decision. The Chief Executive Officer shall, render a decision concerning the dispute submitted. Unless Contractor, within thirty (30) days after receipt of the decision, shall notify the Chief Executive Officer in writing that it takes exception to the decision of the Chief Executive Officer, the decision of the Chief Executive Officer shall be final and binding. Provided Contractor has given the notice within the time stated above and has brought suit against the CHA not later than one year after Contractor has received notice of the decision of the Chief Executive Officer, then the decision of the Chief Executive Officer for the CHA shall not be final, but
the dispute shall be determined on the merits by a court of competent jurisdiction which shall be located according the terms Section 9.8.

6.2 **Insurance.** Contractor agrees to procure and maintain at all times during the term of any work awarded to the Contractor under this Agreement between Contractor and the CHA, the types of insurance specified below in order to protect the CHA from the acts, omissions and negligence of Contractor, its officers, officials, subcontractors, joint ventures, partners, agents or employees. The insurance carriers used by Contractor must be authorized to conduct business in the State of Illinois and shall have a BEST Rating of not less than an "A. X". The insurance provided shall cover all operations under the Agreement, whether performed by Contractor or by its subcontractor, joint ventures, partners, agents, officers or employees. **The following levels of insurance are merely guidelines, the CHA may require all or some of the following forms of insurance and may require higher levels of each insurance. CHA’s Solicitation may further describe the precise forms and levels of insurance required for work performed pursuant to an accepted Work Plan.**

(a) Workers Compensation and Occupational Disease Insurance Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois along with Employer’s Liability in an amount of not less than $1MM/$1MM/$1MM.

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

Commercial/General Liability Insurance provided is to have limits of not less than One Million Dollars ($1,000,000) per occurrence with an Aggregate of not less than Two Million Dollars ($2,000,000) (i.e., $1,000,000/$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Contractor’s agents subcontractors, invitees and guests and their personal property. 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.

(c) 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 One Million Dollars ($1,000,000) per occurrence CSL, for bodily injury and property damage. The CHA is to be endorsed as an additional insured on the Contractor’s policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

(d) Professional Liability. Professional Liability insurance covering acts, errors or omissions of your product or work including representations/warranties to this contract, shall be maintained with limits of not less than One Million Dollars ($1,000,000) per occurrence. Coverage extensions shall include Blanket Contractual Liability and Internet presented issues including but not limited to: Failure of Hotlinks to Work, Failure of Supply Chains, Loss of Data, Theft of Intellectual Property, Transmission of Computer Viruses, Disruption of Service attacks, etc. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, the start of Services under this Agreement. A Claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.
(e) **Umbrella Liability.** Coverage, if applicable, is to follow form of the Primary Insurance requirements outlined above.

6.3 **Related Requirements.** Contractor shall furnish the Chicago Housing Authority, Procurement and Contracts, 60 East Van Buren, Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of this Agreement.

THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO CONTRACTOR COMMENCING WORK UNDER THIS AGREEMENT AT THE DESIGNATED CHA LOCATIONS.

The Contractor shall furnish the Chicago Housing Authority, Procurement and Contracts Department, 60 East Van Buren, Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverages to be in force on the Effective Date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if coverages have an expiration or renewal date occurring during the term of this Agreement or extensions thereof. 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 are in compliance with all Agreement requirements. The insurance policies shall provide for ninety (90) days prior written notice to be given to the CHA in the event coverage is substantially changed, cancelled or non-renewed.

Contractor shall require all subcontractors to carry the insurance required herein or 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 in Section "A" above. Evidence of such coverage must be submitted to CHA.

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 Contractor under this Agreement.

6.4 **Indemnification.** Contractor agrees to defend, indemnify 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 (including reasonable attorney 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") arising out of or resulting from Contractor's, its agents', employees' and subcontractors' performance of the Services under this Agreement, and/or the acts or omissions of 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 of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The 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 other 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)).

Contractor shall have the right and obligation to conduct and control the defense of any Claim for which the CHA is entitled to indemnification hereunder, provided however, the CHA shall have the right, at its option, to engage separate counsel to monitor the defense of any suit, without relieving Contractor of any of its obligations under this indemnity provision. Contractor expressly understands and agrees that the requirements set forth in this indemnity to defend, indemnify and hold the CHA harmless are separate from and not limited by 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 VII
EVENTS OF DEFAULT, REMEDIES, TERMINATION,
RIGHT TO OFFSET, SUSPENSION

7.1 Events of Default Defined. Each of the following shall constitute an event of default:

(a) Any misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the CHA.

(b) Contractor's failure to perform any of its obligations in all material respects under this Agreement including, but not limited to, the following:

(i) Inability to perform the Services satisfactorily in accordance with the performance standards or as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors; and

(ii) Failure to comply in all material respects with any term of this Agreement, including, but not limited to, the provisions concerning compliance with HUD regulations, insurance and nondiscrimination.

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

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

7.2 Remedies. Upon the occurrence of any event of default which Contractor fails to cure within thirty (30) calendar days after receipt of notice given by the CHA in accordance with the terms of this Agreement, the CHA may declare Contractor in default and 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) 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.

(d) The right to deem Contractor non-responsible in future contracts to be awarded the CHA.

The remedies under 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. The CHA's failure to exercise any right or remedy shall not be construed as a waiver of any event of default or acquiescence thereto.

7.3 Termination for Convenience. Notwithstanding the foregoing, the CHA may terminate the Services to be performed under this Agreement for convenience at any time by giving notice, in writing, to the Contractor when the Agreement may be deemed to be no longer in the best interest of the CHA. Contractor shall continue to render the Services until the effective date of termination. No costs incurred by Contractor after the effective date of the termination shall be allowed. The CHA shall reimburse Contractor for all of the direct and reasonable costs, as determined by the CHA, that were properly incurred through the date of termination.

7.4 Suspension. The CHA may request at any time that Contractor suspend its Services or any part thereof by giving ten (10) business days prior written notice to Contractor or upon no notice in the event of emergency. Contractor shall promptly resume performance of such Services under the same terms and conditions as stated herein when requested to do so by the CHA.

7.5 No Damages for Delay. Contractor agrees that it shall make no claims against the CHA for damages, charges, interest, additional costs or fees incurred by reason of suspension of work or delays caused by the CHA. Contractor's sole and exclusive remedy for suspension of work or delays caused by the CHA is an extension of time equal to the duration of the suspension or delay to allow Contractor to perform.

ARTICLE VIII
WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS

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

(a) That it is financially solvent and that it and each of its employees, agents or subcontractors of any tier are competent to perform the Services required under this Agreement.

(b) That no officer, agent or employee of the CHA is employed by 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 Contractor to any employee of the CHA as an inducement for the award of this Agreement; and 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 are not in default at the time of the execution of this Agreement, or deemed by the CHA's Director of Procurement and Contracts Department to have, within the last five (5) years been found to be in default on any contract awarded by the CHA.

(d) That Contractor shall not knowingly use the services of any ineligible contractor for any purpose in the performance of the Services under this Agreement.

(e) 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.

(f) That 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 CHA's Ethics Policy (attached).

(g) That Contractor has disclosed any and all relevant information to the CHA and 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.

(h) That Contractor is a duly organized and validly existing corporation under the laws of the State of Illinois, or is otherwise lawfully authorized to do business within 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.

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

(j) 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, agents, or employees, has induced the Contractors to enter into this Agreement or has been relied upon by the Contractor.

8.2 Joint and Several Liability. In the event that the Contractor, or its permitted 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 such individual or other legal entity.

8.3 Ownership of Work Product. Contractor acknowledges that all work papers, reports, documentation, drawings, photographs, film and all negatives, tapes and the masters therefore, 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.

8.4 Patents and Copyrights. To the extent applicable, 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, patent or other form of intellectual property right, claim or interest in any work developed or discovered in the performance of the Services under this Agreement, (whether tangible or intangible) and (b) any rights, copyright, patent or other form of intellectual property right, claim or interest to which the Contractor purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

Contractor warrants and represents that it has or will have the right, through written agreements with its employees, agents and representatives, to secure for the CHA, the right provided for in this section and section 8.3. Further, in the event Contractor uses any subcontractor, or other third party to perform any of the services contracted for under this Agreement, Contractor agrees to enter into such written agreements with such subcontractor or other third party, and to take such other steps as are or may be required to secure for the CHA the rights provided for in this section and in section 8.3.
8.5 Subcontracts and Assignments. Unless otherwise provided for herein, or previously disclosed in Contractor's Proposal, Contractor shall not subcontract, assign or otherwise delegate all or any part of its obligations under this Agreement or any part hereof without the prior written approval of the CHA. Any attempted subcontract, assignment or delegation shall be void and of no legal effect.

Contractor shall not transfer or assign 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 assignment of any contract funds, either in whole or in part, or any interest therein, which shall be due or become due to Contractor without such prior written approval of the 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.

8.6 Business Documents. To the extent applicable, Contractor shall provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreements, and evidence of its authority to conduct business in the State of Illinois including, without limitation, registrations of assumed names.

8.7 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 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 admitted to any share or part of this Agreement or to any financial benefit to arise from it.

Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members of a joint venture, and subcontractors, 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. Contractor further covenants that in 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 Contractor is to render for the CHA under this Agreement, Contractor shall terminate such other services immediately upon request of the CHA.

Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 CFR §85.36(b)(3), no person who is an employee, agent, contractor, officer, or appointed official of the CHA and who exercises or has exercised any functions or responsibilities with respect to CHA or HUD assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such CHA and 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 thereunder, either for himself or herself or for those with whom he or she has family or business ties during his or her tenure or for one (1) year thereafter.

8.8 Independent Contractor. The Contractor and the CHA recognize that Contractor is an independent contractor and not an employee, agent, partner, joint venturer, covenator, 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, covenator, 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. Company shall not exercise control over Contractor.

8.9 MBE/WBE Participation and Section 3 Requirements. Contractor agrees to comply with the CHA’s MBE/WBE (Minority and Women Business Enterprises) Policy. In addition, Contractor shall comply with CHA’s Section 3 Policy. Prior to issuance of the Notice to Proceed, the Contractor shall state the degree of MBE/WBE participation and level of commitment to CHA’s Section 3 Policy and thereafter, throughout the term of this Contract, fulfill the stated levels of participation and commitment.

ARTICLE IX
GENERAL CONDITIONS

9.1 Entire Agreement. This Agreement, comprised of this Agreement and the Exhibit(s) attached hereto and incorporated herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein. In the event of an inconsistency between the terms, conditions and provisions of the Agreement and the Exhibits attached hereto, the terms of the Agreement shall control.

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

9.3 Amendments. No changes, amendments, modification or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Contractor and by the Chief Executive Officer of the CHA or his designated representative. The CHA shall incur no liability for additional Services without a written and signed amendment to this Agreement pursuant to this Section. Whenever in this Agreement Contractor is required to obtain prior written approval, the effect of any approval which may be granted pursuant to 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.


9.6 Religious Activities. In connection with this Agreement, Contractor agrees that:

(a) Contractor 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) Contractor shall not discriminate against any person on the basis of religion when rendering the services hereunder and shall not limit such services or give preference to persons on the basis of religion.

9.7 Drug-Free Workplace. Contractor shall establish procedures and policies to promote a "Drug-Free Workplace." 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, 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.

9.8 Governing Law. This Agreement shall be governed as to performance and interpretation in accordance with Federal Laws and the laws of the State of Illinois. 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. Contractor agrees that service of process on 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, by registered or certified mail addressed to the office actually maintained by Contractor or by personal delivery on any officer or director of Contractor. If 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.

9.9 Severability. If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or enforceable 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.

9.10 Interpretation. The 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. 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.

9.11 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 permitted successors.

9.12 Waiver. Whenever under this Agreement the CHA by a proper authority expressly waives in writing Contractor’s performance in any respect or expressly waives a requirement or condition to either the CHA or Contractor’s performance, the waiver in writing 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 under this Agreement.

9.13 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.

9.14 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.

9.15 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

ARTICLE X
COMMUNICATION AND NOTICES

10.1 Communication Between the Parties. All communication by Contractor shall be with the CHA Project Manager on behalf of the CIO. All Deliverables required to be submitted under this Agreement shall be sent to the CHA Project Manager, Information Technology Services Department, Chicago Housing Authority, 60 East Van Buren, Chicago IL 60605. 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 U.S. District Court for the Northern District of Illinois.

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

Savvy Technology Solutions, LLC
1431 Opus Place, Suite 110
Downers Grove, IL 60615

With copies to:

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

Chicago Housing Authority
60 East Van Buren, 11th Floor
Chicago, Illinois 60605
Attn.: Chief Information Officer

With a Copy to:

Office of the General Counsel
60 East Van Buren, 12th Floor
Chicago, Illinois 60605
Chicago, Illinois 60605
ARTICLE XI
AUTHORITY

11.1 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.

11.2 Contractor's Authority. Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors and the signature(s) of each person signing on behalf of Contractor, have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement.

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

CHICAGO HOUSING AUTHORITY

By: _Sasha Johnson_
Name: Sheila Johnson
Title: Deputy Chief Procurement Officer
Date: 12-12-19

SAVVY TECHNOLOGY SOLUTIONS, LLC

By: _Suba Elango Van_
Name: Suba Elango Van
Title: CEO
Date: 11/30/19

APPROVED AS TO FORM BY:

Chicago Housing Authority
Office of the General Counsel

By: _Cheryl Colson_
Name: Cheryl Colson
Title: Chief Legal Officer
CHICAGO HOUSING AUTHORITY (“CHA”)
REQUEST FOR PROPOSAL (“RFP”) EVENT NO. 2622 (2019)
for
.NET WEBSITE APPLICATION DEVELOPERS

Required for use by
INFORMATION TECHNOLOGY SERVICES
ISSUED ON: FRIDAY, MARCH 15, 2019
ISSUED BY: DEPARTMENT OF PROCUREMENT AND CONTRACTS

PROPOSALS MAY BE RECEIVED PRIOR TO, BUT NOT LATER THAN,
APRIL 15, 2019 at 12:00 P.M., CST

Sealed proposals must be received and time stamped no later than the date and time listed in the solicitation
and submitted in sealed envelopes or packages. The outside of the envelope must clearly indicate the
Respondent name and address, name of the project, the time and date specified for receipt.

PROPOSALS WILL NOT BE ACCEPTED AFTER THE DUE DATE AND TIME

Respondent Name: __________________________________________

Contact Name: __________________________________________

Contact Telephone: _________________________________________

Contact Email: ___________________________________________

This selection process is unique to the Scope of Work described herein and notwithstanding any other proposal, qualification or
bid requests provided by the Chicago Housing Authority. Proposers must comply with the requirements as defined in this RFP.

Eugene Jones Jr.
Chief Executive Officer

Dionna Brookens
Chief Procurement Officer

www.thecha.org
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ATTACHMENT G – PROFESSIONAL SERVICE AGREEMENT
KEY INFORMATION

1. RESPONDENT CONTACT WITH THE CHA: The Kevin Brooks identified below is the sole point of contact regarding this RFP from the date of issuance until selection of the successful proposer(s).

   Kevin Brooks, Senior Procurement Specialist
   Chicago Housing Authority
   Department of Procurement and Contracts
   60 East Van Buren Street, 13th Floor
   Chicago, Illinois 60605
   Phone: (312) 913-7712
   E-mail: kbrooks@thecha.org

2. SUBMISSION DEADLINE AND PROCUREMENT TIMETABLE: The following dates are set forth for informational and planning purposes; however, the CHA reserves the right to change the dates.
   
   - Date of Issuance: Friday, March 15, 2019
   - Pre-Proposal Conference: Wednesday, March 27, 2019 at 1:30 PM, CST at CHA Headquarters, 60 E. Van Buren (mailing address) / 333 S. Wabash (physical address)
     - CHA encourages all interested firms to attend the Pre-Proposal Conference. Real-time online viewing is available. To view the Pre-Proposal Conference online visit https://livestream.com/accounts/13907077.
   - Questions Due Date and Time: Monday, April 1, 2019 by 12:00 PM, CST
   - Proposal Due Date and Time: Monday, April 15, 2019 by 12:00 PM, CST

3. QUESTIONS

   All questions must be submitted via the Supplier Portal at https://supplier.thecha.org, no later than Monday, April 1, 2019 at 12:00 PM, CST.

   Respondents shall only communicate with the Procurement Specialist regarding this RFP and the proposal submitted under it. Questions will be answered to all Respondents, in the form of an Addendum to the RFP if the CHA determines that it is in their best interest. Any questions received after the above-mentioned due date and time will likely be unanswered. The CHA reserves the right, at its sole discretion, to respond to such questions.

4. SUBMISSION INFORMATION

   **Electronic Submission:** The CHA invites Respondents to submit an electronic proposal for the above described Event. Respondent shall upload all documents via the CHA Supplier Portal at: https://supplier.thecha.org. Electronic proposal submissions only require one (1) copy. Each submittal section of the electronic proposal shall be labeled and separated into a different file as described in “ARTICLE VI Submittal Requirements.”

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

   **Manual Submission:** Any proposal submission that cannot be submitted electronically via the CHA supplier portal, must be submitted in a sealed envelope or package and delivered by certified mail or hand-delivered
5. **NUMBER OF COPIES** (For Manual Submission only):
   
   - Submit 1 signed original
   - Submit 1 additional copy unbound
   - Submit 1 copy on (CD) or (USB)

   **IMPORTANT:** Do NOT staple, combine or punch holes in any submitted materials. Use binder clips or paper clips only to hold documents together.

   **FACSIMILE AND/OR E-MAIL TRANSMITTED PROPOSALS WILL NOT BE ACCEPTED**

   Respondent shall bear all costs of responding to this solicitation

6. **SUBMIT MANUAL PROPOSAL TO:**

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

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ARTICLE I

INTRODUCTION

The Chicago Housing Authority ("CHA" or "Authority") is a municipal corporation established in 1937 pursuant to the Illinois Housing Authority Act, 310 ILCS 10/1, et seq., to administer federal housing programs to provide temporary housing for people with incomes insufficient to obtain "decent, safe and sanitary" dwellings in the private market. Today the CHA’s mission is to ensure the provision of affordable housing opportunities in a variety of communities for lower-income households.

The CHA receives certain funding from the United States Department of Housing and Urban Development (hereinafter, "HUD") and is entitled to apply for funding to acquire, construct, modernize, maintain, and operate public housing. In addition, the CHA administers several programs funded and regulated by the State of Illinois and the City of Chicago. These programs are parallel to federal housing programs and include conventional, rental assistance and community development components.

CHA is the third largest public housing agency in the United States and has been fully engaged in completing the Plan for Transformation since 2000. CHA continues to make progress fulfilling its obligations under the original Plan for Transformation and to pursue new strategies to benefit residents, communities, and the agency.

A. DEFINITIONS

1. "Business Day" means Monday through Friday, excluding Federal or state holidays.
2. "Calendar Days" means a day, relating to any day of the week, month or year.
3. "Contract" means the agreement entered into between the CHA and the "Selected Respondent" resulting from the RFP.
4. "Contracting Officer" means the Chief Procurement Officer of the CHA Department of Procurement and Contracts or such other party as the CHA may designate.
5. "Competitive Range" means the scoring range as determined during the evaluation process for competitive negotiation, which includes only those Respondent's proposals considered to have a reasonable chance of being selected for award and who are therefore chosen for additional discussions and negotiations.
6. "Firm Fixed Fee" means the fixed fee for the Services required including expenses, overhead, profit and fees of the Selected Respondent.
7. "Fully Loaded Hourly Rates" shall mean that rate by particular type of worker, which includes all expenses, overhead, profit and fees of the Selected Respondent.
8. "Respondent" means the firm, company, organization, vendor, etc. responding to the RFP.
9. "Selected Respondent" means the firm, company, organization, vendor, etc. awarded a contract.
10. "Services" means duties and responsibilities described in the Scope of Services/Statement of Work and any and all work necessary to complete them or carry them out fully as required and in accordance with the terms of the Contract.
11. "Agile" is a particular approach to project management that is utilized in software development. This method assists teams in responding to the unpredictability of constructing software. It uses incremental, iterative work sequences that are commonly known as sprints.
ARTICLE II INTENT AND PURPOSE

The CHA’s Information Technology Services (ITS) Department is seeking qualified firms to provide the services of two .NET Web application developers. The Selected Respondent will be scheduled as required with the number of days and number of scheduled hours varying per week.

Respondents must submit a proposal that addresses all components of this RFP. CHA reserves the right to select one or more Respondents through this solicitation.

CHA anticipates it will award a fixed rate contract for a base period of one (1) year. No award will be made to a Respondent that is on the list of Selected Respondent(s) ineligible to receive awards from CHA or the Federal Government, as furnished from time to time by HUD. CHA anticipates the contract resulting from this RFP to begin second quarter 2019.

ARTICLE III PROJECT BACKGROUND

The CHA intends to secure a contract to develop, maintain and support our ASP.NET Web Application Suite as it relates to CHA core business functions, so that CHA can better anticipate and more rapidly respond to business changes on an on-going basis. These changes may include, whether those changes are mandated by external sources (HUD), changes in business departments, streamlining and improving processes, assisting in system integration and/or migration, and maximizing the use of the CHA core systems.

ARTICLE IV SCOPE OF SERVICES/STATEMENT OF WORK

A. Scope of Services

The Selected Respondent(s) will provide two (2) .NET Website application developers to work onsite at the CHA Headquarters as an extension of the current CHA application development team. The number of days and scheduled hours may vary per week.

B. Statement of Work

The Selected Respondent(s) are required to provide two (2) .NET Web application developers to work onsite at the CHA headquarters performing project-based tasks as assigned. Requirements include, but are not limited to, the following:

1. Services
   a. Support the ITS department’s activities to ensure completion and maintenance of the CHA’s ASP.NET Web Applications.
   b. Develop new ASP.NET Web Applications and/or re-engineer the existing ASP.NET Web Applications.
   c. Engineer high level requirements to derive system and architecture specifications, functional specifications, detailed design specifications and feasibility prototypes.
d. Conduct and participate in code reviews of either CHA developed or vendor-supplied applications.

e. Develop test scripts to ensure the quality of applications.

f. Support data model development interoperability of the various ASP.NET Web Applications.

g. Collaborate with project teams and key stakeholders to assess the needs of "buy-or-build" systems.

h. Participate in project meetings to communicate architecture concepts across various projects and provide applicable architecture development status.

i. Identify risks and provide recommendations to mitigate and/or eliminate risk.

j. Interface with development teams and contribute in a fast paced, integrated team environment.

2. **Education and Experience Requirements**

   a. Solid knowledge of object-oriented design and development on a Microsoft .NET platform.

   b. A minimum of five (5) years of development experience in HTML5, CSS, JavaScript, C#, ASP.NET and MVC with MS Visual Studio.

   c. Demonstrated experience in developing three tier applications based on the .NET platform.

   d. Demonstrated experience with IIS web applications.

   e. Ability to effectively test/certify developed mobile applications.

   f. Understanding of Microsoft Active Directory (AD) and AD Security.

   g. Ability to diagnose and correct performance problems.

   h. Understanding of and experience with SharePoint (2010/2013/2016) is preferred.

   i. Ability to customize SharePoint portal layout, implement features, create dynamic workflows, develop web parts and generate reports with SharePoint Reporting Server is preferred.

   j. Self-motivated and focused, with a positive outlook and excellent organizational skills.

   k. Experience working within an Agile project framework in team-oriented environment.

   l. Excellent oral and written communication skills. Effective interpersonal skills, ability to maintain good working relationships.

   m. Ability to make decisions according to rules, regulations and procedures.

   n. Ability to understand and carry out complex instructions, prepare and maintain complex records and files.

   o. Discretion in handling confidential/sensitive information.

   p. Bachelor's degree in computer science, information technology or equivalent work experience.

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ARTICLE V  GENERAL INSTRUCTIONS

A. Acceptance of Proposals

Proposals in response to this RFP may be received (electronically) through the CHA Supplier Portal or by paper (manually) must be signed, sealed and received in complete form at the CHA's Department of Procurement and Contracts located at 60 E. Van Buren St., 13th Floor, Chicago, IL 60605 no later than the proposal submission date and time. Proposals submitted after the designated date and time will not be accepted for any reason and shall be returned, unopened, to the originator.

The CHA reserves the right to accept or reject any or all proposals, issue addenda, or to waive any informalities. A Respondent whose proposal fails to fully comply with the requirements of the RFP may be determined to be nonresponsive and excluded from further consideration.

B. Time for Receiving Proposals

Proposals received prior to the due date and time will be maintained in a secure place, unopened. No proposal received after the deadline set forth on the cover page of this RFP will be considered. Proposals will not be publicly opened. Once submitted, proposals will become the property of the CHA.

C. Right To Cancel

The CHA reserves the right to cancel this procurement process whenever the best interest of the CHA is served. The CHA shall not be liable for costs incurred by Respondents associated with this procurement process.

D. Addenda

Any interpretations, corrections, or changes to the RFP will be made by addenda issued by the CHA. Any addenda that are issued will be provided to prospective Respondents', and posted on the CHA’s Supplier Portal at: https://supplier.thecha.org and noticed on the CHA website. It is the responsibility of the Respondent to inquire of the issuance of any addenda. Respondents shall acknowledge receipt of all addenda in the cover letter of the response. If the CHA determines this RFP should be modified, it will inform all prospective Respondents by distributing addendum/addenda to this RFP before the date set for receipt of proposals.

E. False Statements

Any false statement(s) made by the Respondent(s) will void the response and eliminate the Respondent(s) from further consideration.

F. Withdrawal of Proposals

Proposals may be withdrawn by written or faxed request that is dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for receipt. A written withdrawal of a Proposal must be accompanied by a signed confirmation of the faxed withdrawal, placed in the mail and postmarked by the Respondent, prior to the time set for opening of Proposals. A Respondent's negligence in preparing a Proposal creates no right of withdrawal or modification after the date and time set for opening of the Proposals.
G. Award of Contracts

The CHA may award one or more Contracts according to the Evaluation Criteria contained in this RFP to responsible and responsive respondents, provided their Proposals are in the best interest of the CHA. The Selected Respondent(s) will be notified at the earliest practical date. Each award may be subject to HUD approval. No award may be made to a contractor or firm that is on the list of contractors ineligible to receive awards from the CHA or the United States, as furnished by HUD.

*The CHA reserves the right to reject any and all proposals and reserves the right to secure services solicited by this RFP by means of a non-competitive procurement in accordance with §2 CFR 200.320 (f)(4) or to re-solicit competitive proposals.*

H. Notice of Contract Award

Unsuccessful Respondents will be notified in writing after an award of contract has been made by the Contracting Officer and/or Board approval, if required.

I. Right to Protest

In accordance with CHA’s Procurement Protest Procedures (copies may be obtained by contacting the department of Procurement and Contracts), all protests regarding this solicitation document must be filed no later than five (5) business days before the due date for proposals. All other protests regarding the evaluation of proposals or award of contract by the Authority must be filed no later than ten (10) business days after the notice of contract award. Any protest filed after such date will not be considered.

J. Preparatory Costs

All costs incurred in the preparation and presentation of Proposals shall be wholly borne by each Respondent. All supporting documentation and manuals submitted with each Proposal will become the property of the CHA unless otherwise indicated by the Respondent at the time of submission. The CHA is not liable for any costs incurred by any Respondent prior to issuance of a Notice to Proceed.

K. Confidential Material

Any material submitted by a Respondent as part of a proposal that is to be considered confidential must be clearly marked as such, but may be subject to disclosure under applicable law.

L. Subcontract / Sub Consultants

All subcontractors proposed to be used under the Contract must be identified within the proposal. If the proposed services include the use of subcontractors, the CHA will hold the prime contractor responsible for the proposed services to be provided by the subcontractors.

M. 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.) The Minimum Wage Requirements (http://www.thecha.org/assets/1/6/CHA_Minimum_Wage_Requirement.pdf), which shall be specifically incorporated as a contractual requirement in any award and agreement resulting from this solicitation for any of the Selected Respondent’s covered employees. The Respondent should must take the Minimum Wage Requirement into
consideration in determining its fees for services to be performed or provided by Respondent under its fee proposal and other submittals.

N. Disclosure Certification

The Contractor shall be required to make the following certification which is included in the Contractor’s 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.

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ARTICLE VI

SUBMITTAL REQUIREMENTS

A. Format

Respondents shall present their proposals as a firm offer which, if accepted by the CHA in its entirety, shall be binding between the parties. Electronic responses submitted via the CHA Supplier Portal at https://supplier.thecha.org only requires one (1) version. Each submittal section of the electronic proposal shall be formatted, labeled and separated into a different file.

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

For a manual submission, each Respondent is required to submit one (1) package of original materials; one (1) original copy of the material on plain paper; one (1) copy of the Technical Proposal on CD or USB and (1) copy of the Fee Proposal Form on a separate CD or USB. The proposals must be typed on standard 8 ½ x 11, letter size paper with printed material on one side only. Please include the following in the proposal in the order that is listed, separated by a tab insert identifying the section title as listed below. Copies of proposal on CD or USB shall include a separate file (e.g., .doc, .pdf) for each submittal section below. Respondents are encouraged to organize their submittal in such a way as to follow the submittal requirements listed herein.

Proposals not containing the following submittal requirements may be deemed non-responsive to this RFP:

B. Letter of Interest

A cover letter shall be submitted on the Respondent’s letterhead, signed by a principal and the joint venture partner, if applicable. The cover letter must contain a commitment to provide the services described in the Request for Proposal and indicate that the offer is good for at least one hundred twenty (120) days. The cover letter shall include the name of the Respondent, its legal status (e.g., partnership, corporation (if a corporation, the State of incorporation), sole proprietorship, etc.) the location of the Respondent’s principal place of business, including any joint venture partners as they pertain to the RFP, and a brief narrative description of the Respondent’s professional services as they relate to the RFP. In the cover letter, the Respondent shall also include an acknowledgement that the Respondent has read and understands the requirements of the RFP including, but not limited to, the terms and conditions of the attached Professional Services Agreement (refer to Article VIII for further information), the attached insurance requirements (refer to Attachment B) and will comply with these requirements if awarded a contract.

C. Qualifications and Experience

1. The Respondent shall submit evidence of the firm’s ability to perform the work, as indicated by profiles of the principals and a description of the staff’s professional and technical competence, for those principals and staff members who will be involved in the work requested herein.

2. The Respondent must describe its qualifications, resources and experience as it pertains to the requested services. The Respondent must demonstrate it has the experience and capacity to complete the required services, whether they are conducted at the same time or separately.

3. Respondent’s Proposal shall include the following information: (1) the legal name of the firm, (2) a description of the primary area of expertise of the firm, (3) the names of the firm’s principal(s), (4) the address, telephone number and names of individuals to be contacted, (5) the size of the enterprise, (6) all of the firm’s registration/license numbers(s) in Illinois, (7) the length of time the firm has worked
in its area of expertise generally, and in Illinois if different for a different length of time, and (8) the
firm may submit a general brochure of their work.

4. The Respondent must submit resumes for the top five (5) candidates who will be performing the
day-to-day services for CHA to interview and select.

D. Approach/Work Plan

The Respondent must provide a narrative describing its approach to the Scope of Services and Statement of Work
including, but not limited to, project management systems to be utilized, plans for effective communications including
reporting tools, and specific approaches to technical problems that may lead to cost savings for the CHA. At a
minimum, Respondents should address the information outlined below:

1. The Respondent shall clearly articulate in the work plan how it will provide the required
Services as outlined in the Scope of Services/Statement of Work. Joint ventures, shall clearly identify
in the work plan the roles and responsibilities of each party to the joint venture.

2. The Respondent shall demonstrate in the approach/work plan that it understands the Scope of
Services/Statement of Work and all tasks required to perform the Statement of Work.

3. The Respondent shall demonstrate in the work plan its plan to integrate CHA staff into its overall
strategy to perform the Scope of Services.

4. The Respondent shall demonstrate in the approach/work plan that its ability to provide resources in
a timely manner.

5. The Respondent shall demonstrate in the approach/work plan that its ability to provide resources
who can do the job with a minimum of training.

6. The Respondent shall demonstrate in the approach/work plan that its ability to ensure the quality of
work of the resources provided.

E. Work History with the CHA and other Local Public Agencies

Respondent must list, and briefly describe, any past work history with the CHA and other Local Public Agencies,
including the specific project worked on or the specific products delivered to the CHA. The project descriptions shall
include, at a minimum, the scope of work performed, the location, dollar value, and list the Respondent's key personnel
on the project. For each project listed, the Respondent shall provide the client's name, the contact person and their
title, address and phone number. Indicate N/A if Respondent does not have any work history with the CHA and other
Local Public Agencies.

F. Past Performance

The Respondent must provide a minimum of three (3) and a maximum of five (5) project descriptions that best
demonstrate the Respondent's ability to perform the work outlined in the Scope of Services. The Respondent shall
include a maximum one-page narrative for each project description to address, at a minimum, the following:

1. The scope of work performed, the location, dollar value (awarded versus received or reimbursed),
the cost per participant, and list the Respondent's key personnel on the project;
2. Demonstrated success in previous and current work and how that work relates to success on this project;

3. Description of the qualitative and quantitative outcomes related to each project, whether or not they met the contract benchmarks, and if applicable, why the benchmarks were or were not achieved;

4. Demonstrated history of completing projects within the awarded budget and timeline of those projects;

5. Highlighted in each of the descriptions should be a summary of challenges encountered and how they were overcome;

6. Performance measures of the program's demonstrated ability to meet the indicators included in the proposal, including, but not limited to:
   a. Customer Satisfaction Score.
   b. Temp-To-Hire Percentage.
   c. Average Contractor Retention.
   d. Average Time it takes the firm to fill an open position with an appropriate candidate.
   e. Percent Interviews on Resume Submissions.
   f. Percent of Placements on Interviews Completed.

G. References

Respondents must provide a reference letter from at least three (3) current or former business clients not including current CHA staff, who can address the Respondents' specific capabilities as they relate to the requirements of this RFP, including the references' names, addresses, telephone numbers, fax numbers, e-mail address, and contact persons. Respondent references should provide the nature of business and the timeframe of when the services were performed.

H. Organization Structure and Key Personnel

1. The Respondent must provide the name and resume of the program executive and the recruiter that will be accountable for the CHA project.

2. If a Respondent is planning to joint venture or subcontract with other companies, incorporate the relationship on the organization chart and provide, letters of interest from those firms, the names and credentials of their principals and key personnel, and include their resumes along with evidence of any required licenses. The Respondent should describe the roles and responsibilities of their subcontractors, including the key personnel as they relate to the Scope of Services for the RFP.

3. Key Personnel shall not be replaced without the prior written approval of the CHA.

I. Fee Proposal Form (refer to Attachment A)

Respondent must complete the Fee Proposal Form in its entirety and return it with this RFP package (refer to Attachment A).

J. Insurance (refer to Attachment B)
The Respondent must submit a current certificate of insurance in the form required by this RFP. At the time of contract award, the Selected Respondent shall be required to provide an updated certificate of insurance, and all required endorsements adding the CHA and any other required party as an additional insured at contract award that meets the CHA's minimum insurance requirements.

K. **Joint Venture Agreement**

Firms entering into a joint venture must submit a copy of its joint venture agreement and all required submittals must be signed by a principal of each joint venture partner including, but not limited to, subcontractors' information submittals, MBE/WBE/DBE and Section 3 Utilization Plans. Indicate N/A if Respondent will not be part of a joint venture agreement.

L. **Liens, Suits and Judgments**

Respondents shall include a detailed description of any disputes they currently are involved in, as well as, a complete list of any lawsuits, judgments occurring within the last five (5) years, and all current liens pending. Indicate N/A if Respondent does not have any disputes described above.

M. **Audit Findings and Other Compliance Reports/Evaluations**

Respondents shall submit to the CHAs Department of Procurement and Contracts any third party reports or evaluations of Respondents’ compliance with any applicable laws, rules, regulations, policies procedures, contract provisions, or requirements with respect to Respondents’ performance of services similar in nature to those being solicited by this RFP in the past five years, including, but no limited to, any and all final findings made by the Office of the Inspector General ("OIG") or Internal Auditor including (including those conducted by CHA's Inspector General and/or CHA's Internal Auditor) with respect to Respondents’ performance of services, compliance with terms of the contract, findings in an Administrative or Internal Investigations, or any findings of failure to cooperate in an OIG inquiry or with internal Auditors. Indicate N/A if Respondent does not have any findings described above.

N. **Debarment Statement**

Respondent shall submit a statement that the Respondent, its joint venture partner, if applicable, its subcontractors, vendors and staff are not debarred, suspended or otherwise prohibited from conducting business with any Federal, State or local agency.

O. **Financial Information**

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

The Respondent must provide Financial Statements, which are compiled, reviewed and/or audited as defined below (which may be subject different levels depending upon the Respondent’s proposal and the projected contract value of the award), and which consist of:

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

For proposals or contract awards valued at less than $2,500,000.00, the Respondent must provide compiled financial statements. Compiled financial statements represent the most basic level of financial statements prepared by a licensed certified public accountant. In a compilation, the certified public accountant assists management in presenting financial information in the form of financial statements and does not provide any assurance that there are no material modifications that should be made to the financial statements. The certified public accountant does not perform inquiry, analytical procedures or other procedures that would be performed in a review, or obtain the understanding of the entity's internal control, assess fraud risk or test accounting records as would be performed in an audit.

For proposals or contract awards valued between $2,500,000.00 and $10,000,000.00, the Respondent must provide reviewed financial statements. Reviewed financial statements provide the user with comfort that the certified public accountant is not aware of any material modification that should be made to the financial statements for the statements to be in conformity with the applicable financial reporting framework. A review involves the certified public accountant performing analytical procedures and inquiries that will provide a reasonable basis for obtaining limited assurance that there are no material modifications required to the financial statements. A review does not require the certified public accountant to obtain the understanding of the entity’s internal control, assess fraud risk or test accounting records as would be performed in an audit.

For proposals or contract awards valued in excess of $10,000,000.00, the Respondent must provide audited financial statements. Audited financial statements provide the user with the certified public accountant's opinion letter that the financial statements are presented accurately, in all material respects, in conformity with accounting standards. The auditor is required to obtain an understanding of the entity’s internal control, assess fraud risk, perform analytical procedures and test accounting records.

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

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

- Financial statements must be from a legal business entity (i.e. corporation, partnership, LLC, etc.).
- Newly created entities (partnerships, LLC's, etc.) must provide financial statements from the entity's general partner and/or any other financially responsible entity that collectively can demonstrate the capability to complete the contract.
- Internally prepared business entity financial reports generated by the respondent will not be accepted.
- Personal financial statements or tax returns will not be accepted.
- The CHA reserves the right to request additional information to complete the financial evaluation and review of any respondents.

P.  MBE/WBE/DBE Compliance Plan (refer to Article IX MBE/WBE/DBE and Section 3 Participation)

Respondent shall complete all MBE/WBE/DBE in its entirety and submit with their proposal.

Q.  Section 3 Compliance Efforts (refer to Article IX MBE/WBE/DBE and Section 3 Participation)
Respondent shall develop and submit a Section 3 Utilization Plan to include the possibility of long term employment and/or a career path that may include, e.g., employment opportunities on other projects with the Respondent, union sponsorship, mentor-protégé scenario, or internship, etc. This approach is requested in an effort to maximize the economic opportunities available to CHA’s Section 3 residents, and increase the potential for a career track.

The areas that should be addressed in the submittal document and which will be evaluated are:

1. A strategic plan for the hiring of CHA residents for this project that must include job descriptions and potential duties to be performed. (Completion of Schedule B is required in addition to this plan.)

2. A job description and employment plan that outlines how this engagement can lead to continuous employment and a career path within your organization.

3. A strategic plan to subcontract with section 3 business concerns for this project in accordance with the requirements of 24 CFR Part 135

4. If applicable to the Respondent, provide information that outlines any CHA Section 3 hiring plan, as well as any past low-income individual hiring efforts, within the last 12 months, that either have/have not involved a CHA project.

5. Past hiring of low-income individuals (within the past 12 months), and current employment status of same individuals (verification will be requested)

R. Submittal Requirements Checklist

The following documents, properly executed and notarized shall be submitted with Respondent’s proposal.

Proposals not containing ALL submittal requirements may be deemed Non-Responsive. These documents can be located on the CHA website at: http://www.thecha.org/doing-business/forms-and-documents/

1. Statement of Bidder’s Qualifications
2. Subcontractor Information Submittal Form
3. Contractor’s Affidavit
4. Schedule A - M/W/DBE Utilization Plan (included in this RFP package)
5. Schedule B – Section 3 Utilization Plan (included in this RFP package)
6. Schedule C – MWDBE and Section 3 Subcontractors, Suppliers, Consultants (included in this RFP package)
7. Waiver Request- M/W/DBE Participation Commitments, if a waiver is being requested (included in this RFP package)
8. HUD Form 5369-C Certifications & Representations of Offerors - Non Construction Contracts

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ARTICLE VII  EVALUATION PROCESS

Proposals will be scored on a 100 point scale by an evaluation committee scoring the technical criteria in accordance with the evaluation criteria set forth below with the Section 3 Plan scored by Compliance and Pricing scored by Procurement. Each Respondent must indicate its fees on the attached fee form which must be reasonable and justifiable and must reflect the proposed approach/work plan, which is being evaluated under Article VII. The CHA will make an award to the responsive and responsible Respondent whose proposal conforms to the solicitation and whose combined total score for price, compliance, and technical factors and oral presentations is the highest and provides the best value.

The CHA will utilize a ratio method for scoring proposed fees and Best and Final Offers.

Ratio Method. With this method, the proposal with the lowest price receives the maximum points allowed 100. All other proposals will receive a percentage of the points available based on their price relationship to the lowest. This is determined by applying the following formula:

\[(A/B) \times C = D\]

A— the lowest Offeror's price.
B— the Offeror's price being scored.
C— the maximum number of price points available.
D— Offeror's pricing score (points).

Lowest proposed price divided by the Respondent's price times the maximum points allowed.

**Example:** The lowest proposed price is $100,000. The next lowest proposal price is $125,000. The maximum point total available for price is 10 points. The proposal with the $100,000 price would receive 10 points (because it is the lowest of all proposals). Using the lowest proposal price as a base (or numerator), we would then divide the second lowest price by the first lowest price (denominator) and then multiply the result by the max point value (10) to determine the point value relative to the lowest price, as follows:

\[
\frac{100,000}{125,000} = 0.80
\]

\[0.80 \times 10 = 8\text{ (points)}\]

As such, the proposed price of $125,000 would be awarded 8 points out of a maximum point value of 10.

Materials, information or explanations should be included in each Respondent's proposal as required in Article VI Submittal Requirements and/or as otherwise necessary to allow the following evaluation criteria to be considered:

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
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<tbody>
<tr>
<td>EXPERIENCE AND PAST PERFORMANCE (TECHNICAL):</td>
</tr>
<tr>
<td>• Respondent(s) must possess verifiable experience and demonstrate successful past performance of current and previous outlined in the Scope of Services for Asset Assessment and Strategic Capital Planning Services. Please provide the method.</td>
</tr>
<tr>
<td>• Verifiable past experience must demonstrate Respondent's ability to coordinate project activities (including meeting critical schedule). Describe how the projects you provided are comparable in scope and complexity to the project described for each project. <strong>(15 Points)</strong></td>
</tr>
</tbody>
</table>
APPRAOCH AND WORK PLAN (TECHNICAL):
- Quality of the work plan including, but not limited to.
  - The recruiting process to provide the right technical resources for the job quickly. (10 Points)
  - The screening process used to qualify candidates to ensure that they meet the requirements and fit CHA comp:
- Technical capabilities (i.e., personnel, equipment, and materials) and management plan (staffing of key positions, meth service) 10 Points

ORGANIZATION STRUCTURE AND KEY PERSONNEL (TECHNICAL):
- Submit chronological resumes or corporate personnel profiles with past experience for each of the key technical pers: statement regarding their local availability. Include Project Manager(s). Resumes must describe previous related experie of Key Personnel and Key Support Personnel committed to provide Professional Asset Assessment and Strategic Capita

MBE/WBE/DBE and SECTION 3 PLAN:
- Demonstrated understanding and quality of the MBE/WBE/DBE Utilization Plan. (5 Points)
- The Respondent's proposal demonstrates an understanding and quality of the CHA Section 3 utilization plan and the strate: with section 3 business concerns. (5 Points)

PROPOSED FEES
- Respondent's overall proposed fee for administration and management of the Professional Asset Assessment and Strate

TOTAL COMBINED POINTS for TECHNICAL, MBE/WBE/DBE, SECTION 3 PLAN and PROPOSED FEES

After the evaluation committee has evaluated and scored the Respondents proposals submitted in response to the RFP, the MBE/WBE/DBE, Section 3 Hiring Plan and the Proposed fees have been evaluated and scored, the CHA's Contracting Officer shall establish the competitive range. If deemed necessary for the purpose of efficiency and economy, the CHA has the right to limit the number of Respondents in the competitive range. Respondents within the competitive range will be notified and unless otherwise indicated, will be required to participate in presentations/discussions with the CHA. The CHA may also require further information or clarification from the Respondents in the competitive range regarding their proposals prior to the presentations/discussions.

The CHA, however, reserves the right to make its decision to award a contract based solely on the written submitted Proposals without any requests for presentations, formal interviews, negotiations or further discussions.

The objective of the presentations/discussions is to answer questions, clarify issues, and/or provide additional information regarding a Respondent's proposal and negotiate. Presentations will be evaluated according to the criteria referenced below by an evaluation committee. Respondents in the competitive range will be scored on a 80 point scale in accordance with the presentation evaluation criteria set forth below which includes scoring best and final proposed fees, and the resulting points will be added to their written proposal scores for a total score.

<table>
<thead>
<tr>
<th>ORAL PRESENTATION EVALUATION CRITERIA</th>
<th>MAXIMUM POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Quality of responses to questions</td>
<td>10</td>
</tr>
<tr>
<td>2. Qualifications, experience and ability to perform Services as defined in the Scope of Services/Statement of Work</td>
<td>20</td>
</tr>
<tr>
<td>3. Ability to provide qualitative data to monitor performance and establish process improvements</td>
<td>20</td>
</tr>
<tr>
<td>TOTAL ORAL PRESENTATION POINTS</td>
<td>50</td>
</tr>
</tbody>
</table>

RFP_CHA_Template_Aug 2018
Following the presentations, the evaluation committee members will evaluate and summarize their findings for each firm that participates in the presentations, the Best and Final Offer will be scored by Procurement, and the evaluation committee will submit scores to Procurement. The CHA will make an award to the responsive and responsible Respondent whose proposal conforms to the solicitation requirements and whose combined total score for price, compliance, and technical factors and oral presentations is the highest and provides the best value to the CHA.

<table>
<thead>
<tr>
<th>BEST AND FINAL OFFER EVALUATION CRITERIA</th>
<th>MAXIMUM POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Respondent’s proposed Best and Final Offer is reasonable and</td>
<td>30</td>
</tr>
<tr>
<td>justifiable for the Scope of Services/Statement of Work and is</td>
<td></td>
</tr>
<tr>
<td>scored by the ratio method.</td>
<td></td>
</tr>
</tbody>
</table>

The CHA reserves the right to reject any and all proposals and reserves the right to secure services solicited by this RFP by means of a non-competitive procurement in accordance with §2 CFR 200.320 (I)(4) or to re-solicit competitive proposals. For the purpose of efficiency and economy the CHA has the right to limit the number of respondents in the competitive range.

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ARTICLE VIII

STANDARD PROFESSIONAL SERVICES AGREEMENT

Upon the award of a contract, the Selected Respondent(s) will execute CHA’s Professional Services Agreement in substantially the same form with the same terms and conditions as set forth in the attached Agreement. A Respondent shall include, as part of its cover letter for its proposal to the CHA, an acknowledgement that it has read, understands and accepts the terms and conditions of the Agreement. If there are any terms and conditions to which the Respondent has objections, such objections and the specific section numbers must be noted in the cover letter. The Respondent's proposed alternative language, if any, must be included as an attachment to the cover letter and such requests for revisions will be taken into consideration when determining a Respondent’s responsiveness to the RFP. A Respondent who fails to provide objections and propose alternative language shall waive its right to subsequently object to any terms of the agreement if awarded a contract by the CHA (refer to Attachment G).

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ARTICLE IX  

MBE/WBE/DBE AND SECTION 3 PARTICIPATION

A. MBE/WBE/DBE PARTICIPATION

It is the policy of the CHA that Minority, Women and Disadvantaged Business Enterprises ("MBE/WBE/DBE") shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds and that Respondents and their subcontractors or suppliers shall take all necessary and reasonable steps to ensure that MBE/WBE/DBEs shall have the maximum opportunity to compete for and perform contracts financed in whole or in part by federal funds. To the greatest extent feasible, the Selected Respondent(s) shall comply with CHA's MBE/WBE/DBE Policy under the Contract.


1. One (1) current letter of certification from CHA-approved certifying agencies must be submitted with the bid for each subcontractor for the price proposed to count towards the Chicago Housing Authority's M/W/DBE Program. The certifying agencies are as follows:
   i. City of Chicago
   ii. Cook County
   iii. Pace
   iv. Metra
   v. Chicago Transit Authority
   vi. State of Illinois Central Management Services (CMS)
   vii. Small Business Administration
   viii. Chicago Minority Business Development Council (CMBDC)
   ix. Metropolitan Water Reclamation District of Greater Chicago
   x. Women's Business Development Center (WBDC)
   xi. Illinois Department of Transportation (IDOT)

2. Certification Letters from other States may be considered for M/W/DBE certification, as long as the certifying agency has similar program requirements to those agencies listed above.

B. SECTION 3 REQUIREMENTS

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.

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 RFP (refer to Attachment E) 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.

C. SECTION 3 REQUIREMENTS

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

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

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

D. VENDOR COMPLIANCE REPORTING SYSTEM

The Chicago Housing Authority (CHA) utilizes B2Gnow and LCPtracker in order to monitor the compliance requirements for the M/W/DBE, Davis-Bacon, and Section 3 policy requirements.

The Vendor Compliance Reporting System replaces paper reporting processes with a streamlined online process to help facilitate compliance reporting requirements for all companies doing business with the CHA.

The system is accessible to ALL CHA prime contractors (as well as subcontractors) and each contractor is required to utilize the secure web-based system for electronic submission of information related to M/W/DBE, Davis-Bacon, and Section 3 compliance.

KEY FEATURES:

- Automated communication with contractors via email regarding compliance issues
- Submission of contractors' utilization reports online with automated tracking of contract goals and participation, as well as verification of subcontractor payments through the B2Gnow System
- Certified Payroll Reporting online through LCPtracker eliminates paper reporting and streamlines the process for vendors and CHA staff

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

1. Vendor Technical Assistance and Support
   - Technical and/or training questions, please send an email to cha@diversitycompliance.com

2. Online, downloadable training aids
   - On Line manual
   - Webinars
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>
Quick Guide
Contract Compliance Requirements

- 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</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>SECTION 3 UTILIZATION PLAN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schedule C</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>
<tr>
<td>LETTER OF INTENT (also used for M/W/DBE subcontractors)</td>
<td></td>
<td></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><strong>Schedule A</strong></td>
</tr>
<tr>
<td>The Schedule A must be submitted, signed and notarized</td>
</tr>
<tr>
<td><strong>Contract Amount</strong></td>
</tr>
<tr>
<td>This amount must match all other bid documents</td>
</tr>
<tr>
<td><strong>M/W/DBE Total</strong></td>
</tr>
<tr>
<td>This amount must be the correct sum of all subcontract amounts listed on the Schedule A</td>
</tr>
<tr>
<td><strong>Subcontractor Company Name</strong></td>
</tr>
<tr>
<td>This must be listed for each Subcontractor listed on the Schedule A</td>
</tr>
<tr>
<td><strong>Subcontractor Original MBE/WBE/DBE Dollars</strong></td>
</tr>
<tr>
<td>The subcontract amount must be included for each Subcontractor</td>
</tr>
<tr>
<td><strong>Subcontractor Work To Be Performed/Materials To Be Supplied</strong></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><strong>Schedule B was submitted</strong></td>
</tr>
<tr>
<td>The Schedule B must be submitted, signed and notarized</td>
</tr>
<tr>
<td><strong>Prime Contractor Acknowledgement of Section 3 Requirements</strong></td>
</tr>
<tr>
<td>Page 4 of the Schedule B must be completed by a Principal of the Prime Contractor</td>
</tr>
<tr>
<td><strong>All elements of the Hiring Chart</strong></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><strong>Section 3 Business Concern must have their Business Name, Original Contract Value, and Scope of work outlined</strong></td>
</tr>
<tr>
<td>This must be listed for each Section 3 Business Concern listed on the Schedule B</td>
</tr>
<tr>
<td><strong>Other Economic Opportunities</strong></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><strong>Schedule Cs for every Subcontractor listed on the Schedule A and/or B must be submitted</strong></td>
</tr>
<tr>
<td>The dollar values must correspond with the Schedule A and/or B</td>
</tr>
<tr>
<td><strong>M/W/DBE or SECTION 3 BUSINESS CONCERN NAME</strong></td>
</tr>
<tr>
<td>Subcontractor’s Business Name must be indicated on page 1 of the Schedule C</td>
</tr>
<tr>
<td><strong>M/W/DBE Certification Status</strong></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><strong>Section 3 Business Concern Status</strong></td>
</tr>
<tr>
<td>If the Subcontractor is listed on the Schedule B, they must identify their Section 3 status</td>
</tr>
<tr>
<td><strong>Contract Value</strong></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>
ARTICLE X  BRIBERY, PRICE FIXING, OR FRAUD

No person or business entity shall be awarded a contract or subcontract for a period of five years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

A. has been convicted of an act committed of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in that officer’s or employee’s official capacity; or

B. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act (15 U.S.C. §1 et seq.), or under the laws of the State of Illinois; or has been convicted of an act of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act (15 U.S.C. §1 et seq.) or under the laws of the State of Illinois; or

C. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district; or

D. has made an admission of guilt of such conduct as set forth in subparagraph A through C above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offense admitted to; or

E. has entered into a plea of nolo contendere to charges of such conduct, as is set forth in subparagraphs A through C above.

For purpose of the Paragraph, “business entity” means a corporation, partnership, trust, association, unincorporated business or individually owned business. Where an official, agent or employee of a business entity committed the acts as set forth in subparagraphs A through E above on behalf of such entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct and be disqualified.

A business entity shall also be disqualified if it employs as an officer any individual who was an officer of another business entity at the time the latter committed a disqualifying act as set forth in subparagraphs A through D above.

A business entity shall also be disqualified if any owner directly or indirectly controls 20% or more of the business entity and was an owner who directly or indirectly controlled 20% of another business entity at the time, such business entity committed a disqualifying act as set forth in subparagraphs A through C above.

Any contract found to have been awarded in violation of this Paragraph may be voided at the discretion of the CHA.

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ARTICLE XI. ATTACHMENTS

The following documents are incorporated as attachments to this RFP:

A. Fee Proposal Form (Must be provided in a separate sealed envelope). Fee form must separate prices for the base term and each option year and provide a cost breakdown.
B. Insurance Requirements
C. Schedule A - MBE/WBE/DBE Utilization Plan
D. Waiver Request- MBE/WBE/DBE, if a waiver is being requested
E. Schedule B – Section 3 Utilization Plan and guide to completing the Schedule B
F. Schedule C – MWDBE and Section 3 Subcontractors, Suppliers, Consultants
G. Standard Professional Service Agreement

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ATTACHMENT A

FEE PROPOSAL FORM
ATTACHMENT B

INSURANCE REQUIREMENTS FOR CHICAGO HOUSING AUTHORITY

AND 333 WABASH PARTNERS
INSURANCE REQUIREMENTS

Prior to the commencement of this Agreement, the Vendor 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 Vendor, its officers, officials, subcontractors, joint ventures, partners, agents or employees. The insurance carriers used by the Vendor must be authorized to conduct business in the State of Illinois and shall have a BEST Rating of not less than an “A-VII”. The insurance provided shall cover all operations under the Agreement, whether performed by the Vendor or by its subcontractor, joint ventures, partners, agents, officers or employees.

The Vendor shall furnish the Chicago Housing Authority (CHA) with a Certificate of Insurance confirming compliance with the following requirements.

(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 not less than $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 Vendors agents, subcontractors, invitees and guests and their personal property. The CHA is to be endorsed as an additional insured on the Vendor’s policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

(c) **Automobile Liability Insurance** – when any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Vendor shall provide Comprehensive Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence CSL, for Bodily Injury and Property Damage. The CHA is to be endorsed as an additional insured on the Vendor’s policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

(d) **Professional Liability Insurance** – Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement covering acts, errors, or omissions and shall be maintained with limits of not less than $1,000,000 per occurrence or claim.

(e) **Cyber Liability** – When any system technicians, engineers, project managers or electronic data processing (EDP) professionals, including but not limited to system programmers, hardware and software designers/consultants or when any technology related service, such as programming, storage of data, licensing of software, other professional consultant performed work in connection with the Contract, Technology or Cyber Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Coverage must be provided either within the General Liability form or by separate policy that provides third-party cyber liability and first-party cyber-crime coverage sufficiently broad enough to respond to the duties and obligations as is undertaken by Vendor in this agreement. Coverage shall include, but not be limited to, claims involving theft, loss or misuse of data, release of private information and responsibility for costs, fines and penalties that the Authority might incur as a result, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information
Theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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/auto liability policy 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 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 and shall be maintained without lapse throughout the duration of the Contract. The required documentation must be received prior to the Vendor commencing work under this Agreement. Renewal Certificates of Insurance, or such similar evidence, is to be received by the Procurement Specialist in the Procurement and Contracts Department prior to expiration or renewal date occurring during the term of this Agreement or extensions thereof. At the CHA’s option, non-compliance will result in (1) all payments due the Vendor being withheld until the Vendor has complied with the Agreement; or (2) the Vendor will be assessed Five Hundred Dollars ($500.00) for every day of non-compliance; or (3) the Vendor will be immediately removed from the premises and the Agreement will be terminated for default. The receipt of any certificates does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE VENDOR 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 Vendor shall maintain coverage for the duration of the Agreement. Any extended reporting period premium (tail coverage) shall be paid by the Vendor. The Vendor shall provide to the CHA, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the Vendor 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 Vendor shall require all subcontractors to carry the insurance required herein or the Vendor 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 Vendor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and will not contribute with insurance provided by the Vendor under the Agreement.
### Workers Compensation
**Employers Liability**
Statutory Limits
- $1,000,000 per accident
- $1,000,000 per disease
- $1,000,000 per employee

### Commercial General Liability
Insuring against bodily injury, property damage, personal damage, personal injury, and advertising injury; Total per occurrence/aggregate limits may be satisfied with a combination of primary and umbrella liability policies.
- $1,000,000 per occurrence
- $2,000,000 general aggregate
- $1,000,000 products/completed operations aggregate

### Business Auto Liability
Coverage shall apply to any automobile; if contractor or subcontractor has no owned autos; the Business Auto Liability Insurance may be satisfied by evidencing Non-Owned and Hired Coverage only.
- $1,000,000 per occurrence

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**Additional Insureds:**
- 333 Wabash Partners LLC
- 333 Wabash Investors LLC
- North Haven 333 Wabash, LLC
- JBC 333 Wabash LLC
- North Haven Real Estate Fund VIII Global U.S. Holding, LP
- North Haven Real Estate Fund VIII Global-TE (U.S.), L.P.
- North Haven Real Estate Fund VIII Global-T, L.P.
- North Haven Real Estate Fund VIII Global-F (U.S.), L.P.
- MSREF VIII Global – GP, L.P.
- MSREF VIII GP, L.L.C.
- Morgan Stanley Real Estate Advisor, Inc.
- The John Buck Company, L.L.C.
- TJBC Inc.
- JBC Fund V LP
- JBC Fund V Parallel Fund I LP
- Fund V Coinvestment LLC
- Fund V Aggregator LLC
- JBC Investors V LLC
- Buck Development LLC
- Buck Management Group LLC
- U.S. Bank National Association
- Sun Life Assurance Company of Canada
- BREF V SERIES B LLC, as administrative agent for certain lenders and as a lender, together with its respective successors and assigns, in each such capacity and all of their officers, directors, shareholders, members, employees, agents, affiliates, parents and subsidiaries. (the “Additional Insureds”).
Waiver of Subrogation:
Contractor agrees to waive its rights of subrogation and will require all insurance policies to be endorsed to provide that the insurance company waives all rights of recovery by way of subrogation against Buck Management Group LLC, Building Owner, and any other party specified by Owner at any time and from time to time in connection with any matter covered by such policy.

Certificate Holder:
333 Wabash Partners LLC
C/O Buck Management Group LLC
333 South Wabash, Suite 302
Chicago, Illinois 60605
ATTACHMENT C

SCHEDULE A-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: ____________________________ 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: $ __________________________ | NON - M/W/DBE TOTAL: $ __________________________ |
| M/W/DBE TOTAL PERCENTAGE: ________% | NON - M/W/DBE PERCENTAGE: ________% |
| PRIME M/W/DBE SELF-PERFORMER? Yes [ ] NO [ ] IF YES, SELF-PERFORMANCE AMOUNT: $ __________________________ % |

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

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

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

PLEASE NOTE:

(a). COUNTING M/W/DBE AND SECTION 3 BUSINESS CONCERN (S3BC) CREDIT: A business who is self-identified as a Section 3 Business Concern and also certified as an M/W/DBE may be used towards subcontracting goals for both the M/W/DBE and Section 3 requirements, once the initial goals for Section 3 and M/W/DBE have been satisfied separately. Example: If the minimum M/W/DBE participation percentage requirement is 40, and the minimum Section 3 contracting participation percentage requirement is 10, and Vendor A is self-certified as a Section 3 Business Concern and also certified as M/W/DBE, and a prime elects to use Vendor A in both categories, the overall minimum total M/W/DBE and Section 3 participation percentage must be 50%; i.e. 40% M/W/DBE + 10% S3BC, in order to satisfy the contracting requirements in both categories.

(b). SECTION 3 BUSINESS CONTRACTING TIER ORDER: Prime contractors on CHA/HUD funded contracts must ensure that Section 3 Business Concerns (S3BCs) are contracted in a tier preference order as required by CHA/HUD policies and regulations. This means that S3BCs that reside at or within the project site should be considered for contracting opportunities first. It is the duty of the prime contractor to conduct appropriate outreach activities that specifically target resident owned S3BCs at the project location in a bid to find and subcontract with them.

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

This page (page 2) must be signed by a Principal of the Contractor. The last page (page 10) must be signed and notarized. This document is subject to change, by the CHA, at any time.

Prime Contractor Acknowledgement of M/W/D/BE Requirements:

__________________________________________  ______________________________
Signature of Principal of Contractor                Date

__________________________________________
Print Name

Schedule A – M/W/DBE Utilization Plan  Page 2 of 10  Revised 08.02.2018
I. DIRECT PARTICIPATION

A. 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):

B. 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):

C. 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):
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: __________________________
   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):
   _____________________________________________________________

F. 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):
   _____________________________________________________________
G. 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):

____________________________________________________________________________________________

H. 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):

____________________________________________________________________________________________

I. 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):

____________________________________________________________________________________________
II. INDIRECT PARTICIPATION

A. 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):
________________________________________________________

B. 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):
________________________________________________________

C. 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):
________________________________________________________
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)

A. 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):
__________________________________________________________________________

B. 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):
__________________________________________________________________________

C. 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):
__________________________________________________________________________
III. NON-M/W/DBE PARTICIPATION

A. COMPANY NAME: ____________________________________________________________
   
   ADDRESS: __________________________________________________________________
   
   CONTACT PERSON: __________________________________ TELEPHONE: ( )__________
   
   E-MAIL ADDRESS: __________________________________________________________
   
   ORIGINAL DOLLAR VALUE: ___________________ % of Total Contract Value: _____________
   
   AMENDED 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):
   
B. COMPANY NAME: ____________________________________________________________
   
   ADDRESS: __________________________________________________________________
   
   CONTACT PERSON: __________________________________ TELEPHONE: ( )__________
   
   E-MAIL ADDRESS: __________________________________________________________
   
   ORIGINAL DOLLAR VALUE: ___________________ % of Total Contract Value: _____________
   
   AMENDED 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):
   
C. COMPANY NAME: ____________________________________________________________
   
   ADDRESS: __________________________________________________________________
   
   CONTACT PERSON: __________________________________ TELEPHONE: ( )__________
   
   E-MAIL ADDRESS: __________________________________________________________
   
   ORIGINAL DOLLAR VALUE: ___________________ % of Total Contract Value: _____________
   
   AMENDED 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):
D. COMPANY NAME: ____________________________
   ADDRESS: ______________________________________
   CONTACT PERSON: __________________ TELEPHONE:  _____
   E-MAIL ADDRESS: ______________________________________
   ORIGINAL DOLLAR VALUE: ________ % of Total Contract Value: ______________________
   AMENDED 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 DOLLAR VALUE: ________ % of Total Contract Value: ______________________
   AMENDED 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):
   ______________________________________________________

F. COMPANY NAME: ____________________________
   ADDRESS: ______________________________________
   CONTACT PERSON: __________________ TELEPHONE:  _____
   E-MAIL ADDRESS: ______________________________________
   ORIGINAL DOLLAR VALUE: ________ % of Total Contract Value: ______________________
   AMENDED 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):
   ______________________________________________________
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 DUTY 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 D

WAIVER REQUEST-MBE/WBE/DBE UTILIZATION PLAN
(If Applicable)
CHICAGO HOUSING AUTHORITY (CHA)  
Department of Procurement & Contracts Contract Compliance Division  

WAIVER REQUEST: M/W/DBE PARTICIPATION COMMITMENTS  

IFB/RFP/CONTRACT or PURCHASE ORDER NO. TITLE:  

BIDDER/PROPOSER:  

ADDRESS  

Street  City  State  Zip  

CONTACT PERSON:  TITLE:  

TELEPHONE #: ( )  FAX #: ( )  

FEIN:  ETHNICITY:  GENDER:  

CONTRACT AMOUNT: $  

Please select whether this is a Full or Partial Waiver Request:  

Full M/W/DBE Waiver  Partial M/W/DBE Waiver  

PLEASE STATE REASON FOR WAIVER REQUEST:  
(Please note: This must be a detailed account of why you are unable to meet the requirements of the contract. Any incomplete or inconclusive requests will be returned to the vendor. If more room is needed than what is provided below, please attach a clearly printed document to this waiver request.)  

WHAT PERCENT OF SERVICES WILL BE PERFORMED BY BIDDER/PROPOSER? ___%  

IF LESS THAN 100%, WHAT SERVICES WILL BE PERFORMED BY SOMEONE OTHER THAN BIDDER/PROPOSER?  

DOLLAR VALUE: $  CONTRACT TERM:  

Page 1 of 2  

Waiver Request: M/W/DBE Participation Commitments  

Revised 12.2016
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement & Contracts Contract Compliance Division

WAIVER REQUEST: M/W/DBE PARTICIPATION COMMITMENTS

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

Signature of Authorized Principal or Agent ____________________________ DATE: ______________

Name of Affiant (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 the affidavit and did so as his or her free act and deed.

NOTARY PUBLIC ____________________________ (SEAL)

COMMISSION EXPIRED: ____________________________

BELLOW FOR CHICAGO HOUSING AUTHORITY USE ONLY

REVIEW:

__________________________
Contract Compliance Specialist

DATE: ____________________________

__________________________
Compliance Manager

DATE: ____________________________

APPROVAL:

__________________________
Chief Procurement Officer

DATE: ____________________________

Page 2 of 2

ATTACHMENT E

SCHEDULE B-SECTION 3 UTILIZATION PLAN and GUIDE to COMPLETING the SCHEDULE B
Overview:

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

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

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

Part I: Hiring

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

Part II: Contracting

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

Table II.b. Contracting Shortfall or Table II.c. Outreach Efforts must be completed when the Prime Contractor is unable to meet the full minimum subcontracting requirements under 24 CFR 135.

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

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

Part III: Other Economic Opportunities

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

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

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

- If the other forms of Other Economic Opportunities are not feasible, the Prime Contract may propose a contribution to the Section 3 Fund. Guidance on how to contribute to the Section 3 Fund is outlined below:

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

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

  - A Prime Contractor may also pay the entire 10% of the covered contract (building, trade work) or 3% (non-construction) if they have documented the infeasibility of offering any Other Economic Opportunities. **NOTE: The amount shall not exceed $500,000 for any one contract.**
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement and Contracts- Compliance Division

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

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

PLEASE NOTE:

(a). COUNTING M/W/DBE AND SECTION 3 BUSINESS CONCERN (S3BC) CREDIT: A business who is self-identified as a Section 3 Business Concern and also certified as an M/W/DBE may be used towards subcontracting goals for both the M/W/DBE and Section 3 requirements, once the initial goals for Section 3 and M/W/DBE have been satisfied separately.

Example: If the minimum M/W/DBE participation percentage requirement is 40, and the minimum Section 3 contracting participation percentage requirement is 10, and Vendor A is self-certified as a Section 3 Business Concern and also certified as M/W/DBE, and a prime elects to use Vendor A in both categories, the overall minimum total M/W/DBE and Section 3 participation percentage must be 50%; i.e. 40% M/W/DBE + 10% S3BC, in order to satisfy the contracting requirements in both categories.

(b). SECTION 3 BUSINESS CONTRACTING TIER ORDER: Prime contractors on CHA/HUD funded contracts must ensure that Section 3 Business Concerns (S3BCs) are contracted in a tier preference order as required by CHA/HUD policies and regulations. This means that S3BCs that reside at or within the project site should be considered for contracting opportunities first. It is the duty of the prime contractor to conduct appropriate outreach activities that specifically target resident owned S3BCs at the project location in a bid to find and subcontract with them.

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

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
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>
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<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>
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<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>
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<td>0</td>
<td>n/a</td>
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<tr>
<td>Plumber</td>
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<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>
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<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>

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

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

<table>
<thead>
<tr>
<th>(1)</th>
<th>(2)</th>
<th>(3)</th>
<th>(4)</th>
<th>(5)</th>
<th>(6)</th>
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<tbody>
<tr>
<td>Job Titles</td>
<td>Total Number of Employees Needed at each Job Title</td>
<td>Total Number of Employees Currently Employed at each Job Title</td>
<td>Total New Hires Needed for each Job Title</td>
<td>Total Section 3 Hires for Each Job Title</td>
<td>Anticipated Hiring Date Section 3 Hires for Each Job Title</td>
</tr>
<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:
(Total of column (4) x 0.3) round up to the nearest whole number

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

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

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

Contracts to Section 3 Business Concerns

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th>ADDRESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTACT PERSON:</td>
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<tr>
<td>E-MAIL ADDRESS:</td>
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<tr>
<td>ORIGINAL CONTRACT DOLLAR VALUE:</td>
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<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>
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<tr>
<th>COMPANY NAME:</th>
<th>ADDRESS:</th>
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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)
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**Anticipated Performance Timeframe (When will the contractor be onsite performing the work and for how long):**

Anticipated Start Date: __________________  Anticipated End Date: __________________

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

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

Anticipated Start Date: __________________  Anticipated End Date: __________________

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<table>
<thead>
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</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>E-MAIL ADDRESS:</th>
<th>ORIGINAL CONTRACT DOLLAR VALUE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AMENDED CONTRACT DOLLAR VALUE:</th>
</tr>
</thead>
<tbody>
<tr>
<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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**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.

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>

<table>
<thead>
<tr>
<th>Business Name:</th>
</tr>
</thead>
<tbody>
<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>
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.

<table>
<thead>
<tr>
<th>Indirect Participation (subcontracting to a Section 3 business for work outside the scope)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note: An indirect subcontractor should still submit a Schedule C to correspond with this information.</td>
</tr>
<tr>
<td>COMPANY NAME:</td>
</tr>
<tr>
<td>ORIGINAL CONTRACT DOLLAR VALUE:</td>
</tr>
<tr>
<td>WORK TO BE PERFORMED/MATERIALS SUPPLIED:</td>
</tr>
<tr>
<td>Anticipated Start Date:</td>
</tr>
<tr>
<td>Anticipated End Date:</td>
</tr>
<tr>
<td>COMPANY NAME:</td>
</tr>
<tr>
<td>ORIGINAL CONTRACT DOLLAR VALUE:</td>
</tr>
<tr>
<td>WORK TO BE PERFORMED/MATERIALS SUPPLIED:</td>
</tr>
<tr>
<td>Anticipated Start Date:</td>
</tr>
<tr>
<td>Anticipated End Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mentorship Program Participation</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>
### Training Program
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern

#### Quantifiable Goals

#### Anticipated Results

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

#### Quantifiable Goals

#### Anticipated Results

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

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

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

#### Quantifiable Goals

#### Anticipated Results
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.

### Section 3 Fund

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Amount Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hiring</td>
<td>5% of total contract value (Construction) Not to Exceed $100,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.5% of total contract value (Professional Service) Not to Exceed $100,000</td>
<td></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>
<td></td>
</tr>
<tr>
<td></td>
<td>10% of total contract value (Construction) Not to Exceed $500,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3% (Other Contracts- including Professional Service) Not to Exceed $500,000</td>
<td></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.

---

**NAME OF PRIME CONTRACTOR (Print or Type)**

---

**NAME OF AUTHORIZED OFFICER (Print or Type)**

**SIGNATURE OF AUTHORIZED OFFICER**

**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 THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.**

**NOTARY PUBLIC:**

**COMMISSION EXPIRES:**

---

**INTERNAL CHA APPROVAL:**

**COMPLIANCE MANAGER’S SIGNATURE**

**DATE**

---

**INTERNAL CHA APPROVAL:**

**SECTION 3 ADMINISTRATOR**

**DATE**

*(Applicable when Other Economic Opportunities are proposed)*

Schedule B - Section 3 Utilization Plan

Page 12 of 12

August 2, 2018
ATTACHMENT F

SCHEDULE C - MBE/WBE/DBE and SECTION 3 SUBCONTRACTS, SUPPLIERS, CONSULTANTS
M/W/DBE or SECTION 3 BUSINESS CONCERN NAME:

M/W/DBE Certification Status: MBE ☐ WBE ☐ DBE ☐ Section 3 Business Concern: 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 PO #: __________________________

PROJECT TITLE: __________________________ DATE FORM COMPLETED: __________________________

PRIME CONTRACTOR: __________________________ (NAME) __________________________ (TELEPHONE NUMBER) __________________________

NOTE: M/W/DBE contractors must attach a Letter of Certification from one of the certifying agencies listed on the Schedule A - M/W/DBE Utilization Plan. 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 ☐

PLEASE NOTE:

(a). COUNTING M/W/DBE AND SECTION 3 BUSINESS CONCERN (S3BC) CREDIT: A business who is self-identified as a Section 3 Business Concern and also certified as an M/W/DBE may be used towards subcontracting goals for both the M/W/DBE and Section 3 requirements, once the initial goals for Section 3 and M/W/DBE have been satisfied separately.

(b). SECTION 3 BUSINESS CONTRACTING TIER ORDER: Prime contractors on CHA/HUD funded contracts must ensure that Section 3 Business Concerns (S3BCs) are contracted in a tier preference order as required by CHA/HUD policies and regulations. This means that S3BCs that reside at or within the project site should be considered for contracting opportunities first. It is the duty of the prime contractor to conduct appropriate outreach activities that specifically target resident owned S3BCs at the project location in a bid to find and subcontract with them.

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

AFFIDAVIT

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

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

(NAME OF SUBCONTRACTOR/SUPPLIER - PRINT OR TYPE)

(SIGNATURE OF AUTHORIZED PRINCIPAL OR AGENT) (DATE)

(NAME OF NOTARY - PRINT OR TYPE)

STATE OF __________________________ COUNTY OF __________________________ ON THIS _______ DAY OF _______ 20____ BEFORE ME APPEARED (NAME) __________________________ to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by __________________________ to execute the affidavit and did so as his or her free act and deed.

NOTARY PUBLIC: __________________________ (SEAL):

COMMISSION EXPIRES: __________________________

Schedule C – Letter of Intent  Page 2 of 2  Revised 08.01.2018
PROFESSIONAL SERVICES AGREEMENT

BETWEEN

AND

THE CHICAGO HOUSING AUTHORITY
AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is entered into as of this ___ day of ___ ___ by and between the CHICAGO HOUSING AUTHORITY (the "CHA"), a municipal corporation organized under the Illinois Housing Authority Act 310 ILCS 10/1 et seq., with offices at 60 E. Van Buren St., Chicago, Illinois and ___________________________, (the "Contractor"), [a/an] [Type of Entity] with offices at [address].

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; and

WHEREAS, the CHA released Request for Proposals No. _______________ ("RFP") on or about ___________ 20__to ___________________________; and

WHEREAS, the Contractor submitted its Proposal on or about _______________ 20__, to the CHA indicating it is ready, willing and able to provide the services as set forth in the RFP; and

WHEREAS, the CHA and the Contractor desire to enter into the Agreement for the provision of ___________________________ services as set forth herein.

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 I. INCORPORATION OF RECITALS

Section 1.01 Incorporation of Recitals

The recitals set forth above are incorporated by reference as if fully set forth herein.

Section 1.02 Definitions

"Contract" 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 Work

The services that the Contractor shall provide during the term of the Agreement shall include, but not be limited to, (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 I, which is attached hereto and incorporated by reference herein.

C. Deliverables

In performing the Services, the Contractor shall prepare and/or provide the deliverables required by the Agreement 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 electronic media (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 applicable professional due care standards, 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

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


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 present 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).

v. Section 3 Hiring
The Section 3 Regulations provide that contractors and their subcontractors demonstrate compliance by employing Section 3 Residents as 30 percent of the aggregate number of New Hires. A contractor or subcontractor is required to hire only when a New Hire is needed to perform the work.

(a) CHA Preferences
The hiring efforts of the CHA’s contractors and subcontractors, shall be directed to provide training and employment opportunities to Section 3 Residents in the following order of priority:
1. Residents of the housing development or developments for which the Section 3 Covered Assistance is expended;
2. Residents of other housing developments managed by the CHA;
3. CHA Housing Choice Voucher Participants;
4. Participants in HUD Youthbuild Programs being carried out in the Chicago Metropolitan Area;
5. Other Section 3 Residents.

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 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 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/mbe_wbe_dbe/36.php or the copy included in the RFP).

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.
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 by electronic media, pursuant to the work contracted for by the CHA hereunder (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 therefor, 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 2.07 shall survive the expiration or termination of the Agreement.

F. The Contractor shall flow down the provisions of this Section 2.07 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. The Contractor agrees that Section 2.09 of the Agreement shall survive the termination of the Agreement.

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 law, 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

ARTICLE 3. TERM OF AGREEMENT

Section 3.01 Term of Agreement

The term of this Agreement is for the period of __________, 20__, through __________, 20__, or until the Agreement is terminated in accordance with its terms, whichever occurs first.

Section 3.02 Contract Extension Options

The CHA, at its sole discretion, may extend this Agreement for 3 additional 1-year option periods, subject to CHA Board approval, if required. Any extension shall be under the same terms and conditions as this original Agreement. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 9.03 of this Agreement.

Section 3.03 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 (Note: The CHA will modify this section accordingly dependent on the type of contract)

The CHA shall pay the Contractor $________________ for the satisfactory performance of the Services. 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 compensation amount, which includes all reimbursable expenses, 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 Payment (Note: The CHA will modify this section accordingly dependent on the type of contract)

The Contractor shall submit an invoice within ten (10) business days after the end of each [month] [quarter] during the term of this Agreement. Each invoice shall contain back-up information as required by the CHA, including but not limited to, a brief description of the services provided 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. All disputes regarding invoices shall be handled in accordance with the paragraph no. 7 of the General Conditions.

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 in accordance with the provision set forth in Paragraph No. 7 of the HUD General Conditions for Non-Construction Contracts (Exhibit V).

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, including attorney 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.

H. 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) and during the term of the Agreement will not violate the provisions of such laws and policies.

I. 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.

J. That the Contractor is a duly organized and validly existing corporation under the laws of the State of [ ] 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.

K. 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, Contractor’s Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C) and Equal Opportunity Certificate are attached hereto as Exhibit VII and incorporated by reference as if fully set forth herein. The Contractor shall at all times comply with, and be in compliance with the Contractor’s Affidavit, Contractor’s Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C) and Equal Opportunity Certificate.

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 or has exercised 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 Section 6 of the Housing Act of 1937, 42 U.S.C. §1437, the

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.

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

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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 2.15, Section 2.16, 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 _____________________, 60 E. Van Buren St., Chicago, IL 60605 when required. No verbal communication between the parties shall change 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:

________________________

________________________

________________________

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

Chicago Housing Authority  Copy to Chicago Housing Authority
60 E. Van Buren St., 12th Floor 60 E. Van Buren St., 12th Floor
Chicago, Illinois 60605 Chicago, Illinois 60605
Attention: Chief Executive Officer 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: __________________________
Dionna Brookens
Senior Director of Procurement and Contracts

[CONTRACTOR NAME]

By: __________________________
Print Name ______________________
Title __________________________

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

BY: __________________________
Scott W. Ammarell
Chief Legal Officer
EXHIBIT I

STATEMENT OF WORK
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.

Exhibit II - 1
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)
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)

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 988,105) greater than $2,000, but not more than $100,000 - use Section II; and
3) Maintenance contracts (including nonroutine maintenance), greater than $100,000 - use Sections I and II.

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

2. Changes

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

3. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience, 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 its duly authorized representatives has taken exception shall continue until disposal 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 alleged breach thereof 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 no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

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

9. Assignment of Contract
The Contractor shall not assign or transfer any interest in this contract, except that claims for money 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 be 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 except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
(ii) The Contractor's objectivity in performing the contract work may be impaired.
(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance
(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as not to 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 to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intergovernmental 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.; and,
(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 includes 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.

"Regulatily 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.

"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 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 adoption 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)(i)(1)(a) of this clause are permitted under this clause.
   (f) Professional and technical services.
   (g) The prohibition on the use of appropriated funds, in subparagraph (b)(i)(1) 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:
      (1) 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
      (2) Technical discussions and other activities regarding the application or adoption of the person's products or services for an agency's use.
   (h) 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.
   (i) 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.
   (j) 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 other forms of compensation; and (7) 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 requirements.

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

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

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

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

22. Procurement of Recovered Materials

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

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

INSURANCE REQUIREMENTS

Insurance

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 One Million Dollars ($1,000,000) per occurrence with an Aggregate of not less than $2 Million Dollars ($2,000,000) (i.e. $1,000,000/$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & 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 an 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.

Sexual Abuse and Molestation

When vendors provide services or activities to minors either on or off CHA’s premises, Sexual Abuse and Molestation Insurance coverage must be maintained with a limit of $1,000,000 per occurrence (or an endorsement of the commercial general liability policy with a separate sublimit in this amount). The CHA is to be endorsed as an 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 One Million Dollars ($1,000,000) per
occurrence CSL, for bodily injury and property damage. The CHA is to be endorsed as an additional insured on the 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

Whenever any architects, engineers, construction managers, property managers or other professionals perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than [ ] Million Dollars ($[ ]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. 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 received by the Procurement and Contracts Department prior to expiration or renewal date occurring during the term of this Agreement or extensions thereof. At the CHA's option, non-compliance will result in (1) all payments due the Contractor being withheld until the Contractor has complied with the Agreement; or (2) the Contractor will be assessed Five Hundred Dollars ($500.00) for every day of non-compliance; or (3) the Contractor will be immediately removed from the premises and the Agreement will be terminated for default. The receipt of any certificates does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

THE 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.

Exhibit VI - 2
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, REPRESENTATIONS OF OFFERORS – NON-CONSTRUCTION CONTRACTS (HUD FORM 5369-C) AND EQUAL OPPORTUNITY COMPLIANCE CERTIFICATE
EXHIBIT A
Contractor's Proposal(s), Fee Form and Supporting Documentation
To,

Kevin Brooks, Senior Procurement Specialist
Chicago Housing Authority
Department of Procurement and Contracts
60 East Van Buren Street, 13th Floor
Chicago, Illinois 60605
Phone: (312) 913-7712
E-mail: kbrooks@thecha.org

Subject: RFP # 2622 - .NET WEBSITE APPLICATION DEVELOPERS
Dear Mr. Brooks,
Please find attached our bid in response to your solicitation – RFP # 2622 - .NET WEBSITE APPLICATION DEVELOPERS.

SAVVY Technology Solutions, LLC is an Illinois state certified minority woman owned small business vendor, SAVVY is a Limited Liability Company with its office located in Downers Grove, IL and is registered with the Illinois Secretary of State. Our business address is, 1431 Opus Place #110, Downers Grove IL 60515.

SAVVY’s founders have a strong background in technology and management consulting based on their work experience from Big 5 consulting companies and fortune 100 companies. To date, the company has successfully delivered on technology consulting engagements similar to this solicitation for government and commercial clients. We have performed technology professional services in application development involving, .NET, SQL Server, Sharepoint and analytics solutions using SSRS and Power BI. Our goal is to achieve 100% client satisfaction in every contract.

1. If awarded the contract, we are committed to provide the services that is the subject of this solicitation. This offer is valid for a period of 120 days from the bid due date (4/15/2019)
2. I acknowledge that I have read and understands the requirements of the RFP including, but not limited to, the terms and conditions of the professional Services Agreement, the attached insurance requirements and will comply with these requirements if awarded a contract.
3. I acknowledge that I have reviewed and agree to the addendum#1.

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www.savvy-ts.com
630-386-1368
If you have any questions on this proposal, please contact me by email at suba@savvy-ts.com or by phone at 630-386-1368.

Thanks,

Suba Elangovan
CEO
Phone: 630-386-1368
suba@savvy-ts.com

04/14/19
April 2, 2019
Request for Proposal (RFP)
.NET Website Application Developers
Event Number 2622
Proposal Due Date: April 15, 2019 at 12:00 P.M. CST
Chicago Housing Authority
Department of Procurement and Contracts
60 East Van Buren, 13th Floor
Chicago, IL 60605

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

The following revisions, clarifications, additions and/or deletions are included in this Addendum to Solicitation No. 2622 and are to be fully incorporated into Respondent’s Response therein.

Respondent acknowledges receipt of Addendum: [Signature] 4/14/19

Item Number 1: ANSWERS TO VENDOR QUESTIONS

Question: What’s the anticipated start date for this event.
Answer: The anticipated start date is early third quarter, 2019.

Question: Is there any incumbent working in this position?
Answer: No, these positions are currently vacant.

Question: Is this solicitation open to all vendors? or only pre-qualified vendors can bid on it?
Answer: This solicitation is open to all vendors that can meet the requirements stated in the RFP.

Question: What will be the interview type of the selected candidate? Skype, telephonic or in-person?
Answer: Interviews will be conducted via Skype or in-person.

Question: What are the number of positions?
Answer: There are two positions.
**Question:** Which version of Microsoft SQL Server is used by the existing .NET applications?

**Answer:** The CHA is currently using SQL 2012 and SQL 2016.

**Question:** From the RFP, we understand that hours per week for the .NET developers will vary, but is there a minimum number of hours per week or average hours per week that the vendor can expect for staff planning purposes?

**Answer:** The Selected Respondent’s developers will be required to work eight (8) hours a day and forty (40) hours per week.

**Questions:** Attachment D - Waiver Request - Why do we have to fill this document, please explain. If we are not requesting any waiver, do we still have to submit the attachment D?

**Answer:** If a Respondent is not requesting a waiver, then attachment D is not applicable. The Attachment D is applicable only if Respondent can’t meet the minimum requirements for M/W/DBE.

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

Chicago Housing Authority

Venita Hawkins Barnes
Procurement Manager
C. Qualifications and Experience

1. The Respondent shall submit evidence of the firm’s ability to perform the work, as indicated by profiles of the principals and a description of the staffs’ professional and technical competence, for those principals and staff members who will be involved in the work requested herein.

SAVYY Technology Solutions LLC Response:

The proposed team is shown below:

Management Personnel:
SAVYY’s founders have a strong background in technology and management consulting based on their work experience from Big 5 consulting companies and fortune 100 companies. To date, the company has successfully delivered on consulting engagements for government and commercial clients.

Suba Elangovan will work as the Account Manager and Lead Recruiter. Suba is the account manager for the existing contract with CHA – contract # 12310. She has 20 plus years of IT consulting experience. Prior to founding SAVYY in 2008, Suba worked at Motorola, American Medical Association and Cap Gemini Consulting. Suba holds a Master’s degree in Electrical Engineering from Northern Illinois University, Dekalb, Illinois and a Bachelor’s degree in Electronics Engineering from India.

Siva Ayyadurai is Director of solution delivery at SAVYY Technology Solutions LLC. He has 20 plus years of IT consulting experience. Siva’s work experience includes several
Federal, State and Local government agencies in Illinois including the Chicago Housing Authority. Siva holds a Master’s degree in Computer Science from Northern Illinois University, Dekalb, Illinois and a Bachelor’s degree in Electronics and Communications Engineering from India. He holds the following certifications: TOGAF, ITIL, PMP, CSM

Dhivya Vijay is Technical Recruiter that will be responsible for recruiting. Dhivya has 10+ years of Technical recruiting experience in the fields of application development, business intelligence and project management. Dhivya holds an MBA and Bachelor of Science Degree in Computer Applications from the University of Madras, India.

**.NET Development staff Summary and Resumes:**
The .NET developer resumes are provided for CHAs review.

<table>
<thead>
<tr>
<th></th>
<th>.NET Developer Name</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Naga Abhilash</td>
<td>• Over all 5+ years of work experience as a .Net developer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Master’s Degree in Computer Science</td>
</tr>
<tr>
<td>2</td>
<td>Sailesh Vajrala</td>
<td>• Over 6+ years of work experience as a .Net developer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Master’s Degree in Computer Engineering</td>
</tr>
<tr>
<td>3</td>
<td>Katie Antlitz</td>
<td>• Experienced .NET MVC Developer with 7 plus years of experience</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Master’s degree in Computer Science</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Microsoft Certified Professional</td>
</tr>
<tr>
<td>4</td>
<td>Igor Fukshansky</td>
<td>• Experienced .NET web developer with extensive experience in all phases of software development life cycle</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Master’s degree in Ecommerce Technologies</td>
</tr>
<tr>
<td>5</td>
<td>Ankit Sheth</td>
<td>• Experienced .NET web developer with 5 plus years of experience</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Master’s Degree in Computer Science</td>
</tr>
</tbody>
</table>

Resumes for the 5 proposed .NET developers are provided in section C4 -Qualifications and Experience

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630-386-1368
2. The Respondent must describe its qualifications, resources and experience as it pertains to the requested services. The Respondent must demonstrate it has the experience and capacity to complete all of the required services, whether they are conducted at the same time or separately.

SAVVY Technology Solutions LLC Response:
SAVVY specializes in providing services in the following: Application development, Data Analytics, Project Management, Infrastructure, Client Computing Support, and Identity and Information Security.

SAVVY clients include governmental and commercial entities. Currently, SAVVY provides .NET application development services to the Chicago Housing Authority under the contract #12310.

To date, we have received great reviews and recommendation from all of our clients.

Please see below for a sample listing of our clients, resources provided and deliverables.

<table>
<thead>
<tr>
<th>Client</th>
<th>Resources</th>
<th>Term</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chicago Housing Authority</td>
<td>.NET Web Application Developer</td>
<td>7 months</td>
<td>.NET MVC based application</td>
</tr>
<tr>
<td>Client</td>
<td>Resources</td>
<td>Term</td>
<td>Deliverables</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-------------------</td>
<td>--------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Privately held IT</td>
<td>Enterprise</td>
<td>3 months</td>
<td>Assess clients IT systems and create current and future state architecture</td>
</tr>
<tr>
<td>Consulting Firm</td>
<td>Architect</td>
<td></td>
<td>with road map.</td>
</tr>
<tr>
<td>50+ Employees</td>
<td>.NET Developer</td>
<td>1 year</td>
<td>.NET web application</td>
</tr>
<tr>
<td></td>
<td>.NET Developer</td>
<td>1 year</td>
<td>.NET web application</td>
</tr>
<tr>
<td>Illinois Tollway</td>
<td>Solution Architect</td>
<td>2 years</td>
<td>Architecture assessment documents</td>
</tr>
<tr>
<td>IL State Agency</td>
<td>Java Developer</td>
<td>1 year</td>
<td>Code build and process documentation</td>
</tr>
<tr>
<td></td>
<td>.NET Developer</td>
<td>2 years</td>
<td>Web based custom applications</td>
</tr>
<tr>
<td></td>
<td>Business Intelligence Developer</td>
<td>2 years</td>
<td>Operational and analytical reports using SQL Server, SSRS and Power BI</td>
</tr>
<tr>
<td></td>
<td>Project Manager</td>
<td>2 years</td>
<td>ERP project management</td>
</tr>
<tr>
<td></td>
<td>IT Resource</td>
<td>5 years</td>
<td>SAVVY is a prequalified IT Resource Provider</td>
</tr>
<tr>
<td>Provider</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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### SAVVY Technology Solutions, LLC

**DOIT**

Ilinois Department of Innovation & Technology  
IL State Agency

<table>
<thead>
<tr>
<th>Client</th>
<th>Resources</th>
<th>Term</th>
<th>Deliverables</th>
</tr>
</thead>
</table>
| DOIT   | Project Manager | 2 years | for the State of Illinois  
project plan and management of conversion, cutover and production support activities |

<table>
<thead>
<tr>
<th>Client</th>
<th>Resources</th>
<th>Term</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOIT</td>
<td>Business Analyst</td>
<td>1 Year</td>
<td>Document requirements for a cloud migration project</td>
</tr>
<tr>
<td></td>
<td>Website Designer/Information Architect</td>
<td>1 Year</td>
<td>IDOT website design and information architecture</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client</th>
<th>Resources</th>
<th>Term</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>IDHS</td>
<td>Business Analyst</td>
<td>6 Months</td>
<td>Document requirements for a case management system</td>
</tr>
</tbody>
</table>

---

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### SAVVY Technology Solutions, LLC

<table>
<thead>
<tr>
<th>Client</th>
<th>Resources</th>
<th>Term</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLALOM Consulting</td>
<td>Solution architect</td>
<td>3 months</td>
<td>Solutions architecture assessment</td>
</tr>
<tr>
<td></td>
<td>.NET Developer</td>
<td>2 years</td>
<td>Saas portal Application</td>
</tr>
<tr>
<td></td>
<td>.NET Architect</td>
<td>2 years</td>
<td>Saas portal architecture and build process</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client</th>
<th>Resources</th>
<th>Term</th>
<th>Deliverables</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Student</td>
<td>.NET Developer</td>
<td>1 Year</td>
<td>Web based .NET application</td>
</tr>
<tr>
<td>School Bus Operator</td>
<td>Load Test Engineer</td>
<td>6 Months</td>
<td>Load test plan and result</td>
</tr>
<tr>
<td></td>
<td>SQL Database Administrator</td>
<td>1 year</td>
<td>Database administration, maintenance and support</td>
</tr>
</tbody>
</table>

NOTE: Illinois Tollway, IDOT, IDHS, DoIT, Slalom Consulting, RW and First Student are registered trademarks of the respective companies.

SAVVY's executive team members have a combined total of 45+ years of IT consulting experience and SAVVY has been in business since 2/2008 (11 plus years).
3. Respondent's Proposal shall include the following information: (1) the legal name of the firm, (2) a description of the primary area of expertise of the firm, (3) the names of the firm's principal(s), (4) the address, telephone number and names of individuals to be contacted, (5) the size of the enterprise, (6) all of the firm's registration/license numbers(s) in Illinois, (7) the length of time the firm has worked in its area of expertise generally, and in Illinois if different for a different length of time, and (8) the firm may submit a general brochure of their work.

**SAVVY Technology Solutions LLC Response:**

3.1 SAVVY Technology Solutions LLC is a Limited Liability Company (LLC) with the primary office location 1431 Opus Place #110, Downers Grove IL 60515. SAVVY is an Illinois registered company and is in Good Standing with the IL Secretary of State. LLC Registration File # 02462605

3.2 SAVVY specializes in providing services in the following: Application development and Data Analytics, Project Management, Infrastructure and Client Computing Support. In addition to the executive team, the company has the following staff: Project Manager (1), .NET application developers (3), Business Analysts (2), Website Designer/Information Architect (2), Technical Recruiter (1).

3.3 & 3.4 The ownership information is provided below:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
<th>Ownership %</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suba Elangovan</td>
<td>CEO</td>
<td>630-386-1368</td>
<td>95%</td>
<td>3151 Bennett Pl Aurora IL 60502</td>
</tr>
<tr>
<td>Siva Ayyadurai</td>
<td>Director</td>
<td>630-386-1375</td>
<td>5%</td>
<td>3151 Bennett Pl Aurora IL 60502</td>
</tr>
</tbody>
</table>

3.5 SAVVY Technology solutions has 11 total resources. There are two(2) management resources and on staff currently the firm has the following resources: Project Manager (1), .NET application developers (3), Business Analysts (2), Website Designer/Information Architect (2), Technical Recruiter (1).
3.6 SAVVY Technology Solutions is a Limited Liability Company registered with the State of Illinois Secretary of State. LLC Registration File # 02462605

3.7 Savvy Technology Solutions LLC is an Illinois Small Business, a Minority Woman Owned (W/MBE) IT and Management consulting company based in Downers Grove, IL. We have been in business since 2/2008 (11 Plus Years) providing IT and management consulting services.

4. The Respondent must submit resumes for the top five (5) candidates who will be performing the day-to-day services for CHA to interview and select.

**SAVVY Technology Solutions LLC Response:**

**.NET Development staff Summary and Resumes:**

<table>
<thead>
<tr>
<th>#</th>
<th>.NET Developer Name</th>
<th>Summary</th>
</tr>
</thead>
</table>
| 1  | Naga Abhilash       | • Over all 5+ years of work experience as a .NET developer  
|    |                     | • Master’s Degree in Computer Science |
| 2  | Sailesh Vajrala     | • Over 6+ years of work experience as a .NET developer  
|    |                     | • Master’s Degree in Computer Engineering |
| 3  | Katie Antlitz       | • Experienced .NET MVC Developer with 7 plus years of experience  
|    |                     | • Master’s degree in Computer Science  
|    |                     | • Microsoft Certified Professional |
| 4  | Igor Fukshansky     | • Experienced .NET web developer with extensive experience in all phases of software development life cycle  
|    |                     | • Master’s degree in Ecommerce Technologies |
| 5  | Ankit Sheth         | • Experienced .NET web developer with 5 plus years of experience in all phases of software development life cycle  
|    |                     | • Master’s Degree in Computer Science |

The .NET developer resumes are provided for CHAs review.
Naga Abhilash

.NET Developer

Summary

- Over all 5+ years of work experience as a .Net developer.
- Well-versed in designing/developing web forms using C#, C#.NET, ASP.NET, XML, Java Script, XML Web Services, WCF and in multi-tier architecture.
- Experience in designing and developing applications in distributed environments.
- Extensive knowledge of the software development life cycle (SDLC) from requirements gathering to programming, testing and maintenance.
- Proficient in working with various web related technologies including ASP.NET, MVC, Ajax, JavaScript, Themes, Skins, and CSS.
- Used AJAX to make requests to the server for dynamic display of data without reloading the page.
- Expertise in database design and programming using SQL Server 2005/2008, Oracle 9i, SQL (Stored Procedures, functions, views and Triggers).
- Experience in Loading Data from Flat Files, Excel Files to Tables using Sql Loader.
- Used the waterfall, spiral, agile development and extreme programming paradigm software development methodologies.
- Expertise in trouble-shooting and problem solving with proven ability to design and develop reliable data driven applications.
- Excellent oral and written communication skills.

Work Experience

McKesson, OH, May 2018- Present

.NET Developer

- Develop PL/BL classes using C#, ADO.NET and SQL Server 2008.
- Develop screens for Document Categorization, Claims (Individual Economic Loss) and Registration using ASP.NET, C#.NET, AJAX, JavaScript, XML, HTML and CSS.
- Write client side validations using JavaScript.
- Create several WCF services using C#, ADO.NET.
- Unit tested the application manually.
- Development in agile environment.
- Update, modify and track changes to Resource files.

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Naga Abhilash – Resume - Continued

- Utilize lambda expressions, LINQ and LINQ to SQL technologies in Presentation Layer for data retrieving, querying, storage and manipulation.
- Create User Controls, themes and CSS sheets for maintaining custom properties and styles and for handling events on the Web Pages.
- Involved in complete Software Development Life Cycle.
- Involved in preparation of Detail Design document based on Business Requirements.
- Perform all facets of design, application development and testing within .NET architecture based on programming guidelines/standards.
- Extensively used Partial Classes, Generics and Object-Oriented concepts for developing the application.

BCBS, MA, Aug 2017 – April 2018

.Net Developer

- Successfully organized initial set of requirements into master list of Use Cases.
- Involved in development of Web Forms, Classes using C#.NET that incorporates both N-tier architecture and database connectivity.
- Refactored existing GUIs adding jQuery drag and drop functionality
- Worked on different aspects of .NET framework, like ASP.NET 2.0, ADO.NET and C#.
- Involved in designing of User Interface with CSS, HTML5, and DHTML.
- Developed presentation layer using server-controls, HTML5 controls and user and custom controls.
- Development using Model View Controller (MVC) pattern.
- Modified web services to interact with the other applications and exposed them using SOAP and HTTP.
- Used various ASP.NET web server controls that included SiteMapPath, Menu, Treeview, GridView and DetailsView to develop web forms.
- ADO.NET was used to connect to the databases in a disconnected oriented architecture.

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Naga Abhilash – Resume - Continued

- Created event driven Web Forms using ASP.NET and implemented form validation.
- Extensively used Grid view control throughout the application.
- Created CSS files to be applied to various web forms on the web pages.
- Extensively used Ajax to reduce connections to the server, since scripts and style sheets only have to be requested once.
- Using Validation controls using both Custom validation and JavaScript was written for Client-side validations and also used the new validation controls in Visual studio 2010.
- Developed extensive Stored Procedures and Triggers in SQL Server 2014
- Involved in Unit Testing and Integration Testing of the entire application.
- Implemented version controlling using Visual Source Safe

DALAL STOCKS, INDIA Sept 2013 - Nov 2015

.NET developer

- Developed common libraries to be used by the reports using C#.
- Designed domain and UI layer using various design patterns such as strategy, composite, decorator.
- Created UML diagrams as Class diagrams and Sequence diagrams using Visio.
- Used as pose extensively to build reports
- Used as pose. Cells, a third-party tool to generate MS Excel reports for Upgrades module
- Extensively used C#.NET and ASP.NET to develop web pages for Upgrades and Openings Modules
- Made code changes to the application using C#, Jscript and ASP.NET for several change requests.
- Created WCF services to share data with other applications. Used Http Binding to host services.

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Naga Abhilash – Resume - Continued

- Created custom WCF host
- Used SQL Navigator and TOAD for Oracle to write Stored Procedures for Updating, retrieving and optimizing the queries in Database.
- Involved in transacting the data from Oracle Database using ADO.NET, ASP.NET
- Worked with PL/SQL and Oracle to test, fix bugs for several procedures and queries used for report generation.
- Involved in complete life cycle of the project.

India Money Guru, INDIA

.NET developer

- Develop data access layer which supports connections to multiple databases, using Entity Framework API of ADO.NET.
- Design reusable classes and methods in the business layer and the Data Access Layer and implemented those classes using Visual C#.NET.
- Develop Web Forms and Web Pages using ASP.NET, AJAX, HTML, CSS to facilitate the employees and registered and new users.
- Work on creating, implementing and consuming Web Services and WCF Services using SOAP protocol to communicate between different layers in the Application.
- Create User Controls, CSS and themes for maintaining custom properties.
- Development using Model View Controller (MVC) pattern.
- Interacted with Business users to understand the business flow and gather their business requirements.
- Involved in the preparation of Detail Design document based on business requirements.
Naga Abhilash – Resume - Continued

Education

- Master of Science in Computer Science - Merrimack College MA

Technical Skills

<table>
<thead>
<tr>
<th>.Net Technology</th>
<th>.Net Framework 4.0/3.5/2.0, C#4.0/3.0/2.0</th>
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<td>ASP.NET 4.5/4.0/, ASP.Net Ajax 3.0/2.0,</td>
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Sailesh Vajrala

.NET Developer

Summary

Experience in developing and designing software applications with the C#.NET, VB.NET, ASP.NET, ADO .NET, ODP.NET, AJAX, LINQ, CSS, Java Scripting, Bootstrap, Knockout.JS, JQUERY, PLSQL, SQL, Web Services(WCF and WEB API) and SOAP.

- Good knowledge of environments using Agile (SCRUM), and Test Driven development methodologies.

- Experience in Implementing MVC Framework using ASP.Net MVC 4.0/3.0

- Expertise in implementing Web Service (XML, SOAP and WSDL), WCF, and REST service which communicate data in a both XML & JSON following SOA in a distributed environment.

- Good knowledge over Microsoft Application building blocks for .Net projects (Data Access, Exception Handling, Caching and Configuration Management).

- Expertise in developing applications to access data (Data Access Layers) and data services using ADO.NET and ADO.Net Entity Framework.

- Experience in database related work primarily creating complex stored procedure, Views, Triggers, Functions using PL/SQL, T-SQL.

- Experience in ADO .NET objects such as Data Adapter, Dataset, and Data Reader to interact with databases like SQL Server 2001/2008 & Oracle 11g/10g.

- Good understanding in database modeling and development using SQL in Oracle (10g), and SQL Server environments.

Work Experience

Software Engineer - Code Ace Solutions.inc / IVALUA Inc - Pittsburgh, PA June 2017 to Present

Description: Directworks is a Strategic Sourcing SaaS multi-tenant platform that enables manufacturers to select the best suppliers, achieve product cost targets, and capture the most value from their supplier relationships. This software product is developed and designed as a single page application.
Sailesh Vajrala – Resume - Continued

Application is built for discrete manufacturers who rely on a critically important network of suppliers to provide the direct materials used to build their products. The platform enables a more effective and efficient way to engage these suppliers.

Responsibilities:

• Involved in the complete Software Development Life Cycle including Requirement Analysis, Design, Implementation, Testing and Maintenance.
• Developing solutions for diverse programming scenarios in C#, employing Object Oriented Programming (OOP) concepts, .NET Framework, MVC(5.0), Web API, LINQ, WCF, Web Services, SOAP and NoSQL databases.
• Expertise in creating web based application using technologies like Backbone.js, AJAX Toolkit, Java Script, HTML and CSS.
• Implemented entire backend of the application in C# using the ASP.NET MVC 5 framework and object oriented features like classes, interfaces, inheritance, polymorphism and Multi-threading.
• Extensively worked with Action Results, Action Filters and Custom Action Filters, Routing.
• Extensively worked on Entity Framework generating ORM Models and integrating them thru E- SQL and LINQ to Entities to massage the data.
• Worked with Web API to provide services to HTTP requests, designed and implemented Restful API layer along with calls to consume an API layer.
• Consumed different ASP.Net Web API's to retrieve customers information and other application related information.
• Extensively worked with Partial Pages, Layouts, Sections to design the CSHtml pages with Razor Engine to get consistent look and feel.
• Designed standards-compliant web pages in HTML5, CSS3, and Java script, using jQuery.
• Involved in Data Modeling, Database Design on SQL Server 2012 and responsible for writing Complex Queries, Stored Procedures, User Defined Functions, Views and Triggers using T-SQL.
• Followed Agile methodology to produce high Quality software.
• Make technical recommendations for more efficient troubleshooting and issue resolutions.

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Sailesh Vajrala—Resume—Continued

• Bug fixing during the System testing, Joint System testing and User acceptance testing.

• Created detailed program specifications based on application, database, and web service design.

• Work with cross-functional team members to recommend technical solutions to business issues and/or system issues.

**Web Application Programmer - Department of Education (State of Ohio) - Columbus, OH - January 2016 to June 2017**

Description: CORE is an acronym for Connected Ohio Records for Educators, a suite of 18 Web applications that address all aspects of an educator’s qualifications, including licensure, educator residency, professional conduct and much more. The CORE products most commonly used by teachers, school staff and parents. This CORE module provides a secure environment for educators to place licensure requests. In addition, they will update their demographic data and pay licensure fees through this system using a credit card or electronic check.

Responsibilities:

• Involved in the complete Software Development Life Cycle including Requirement Analysis, Design, Implementation, Testing and Maintenance.

• Utilize in-depth knowledge of functional and Technical experience in .Net and other leading-edge products and technology in conjunction with industry and business skills to deliver solutions to customer.

• Implemented entire backend of the application in C#.NET, ASP.NET using various object oriented features like classes, interfaces, inheritance, polymorphism and Multi-threading.

• Designed and implemented customized exception handling to handle the exceptions in the application.

• Developed system services SOA application platform for use by all web applications utilizing WCF services.

• Created detailed program specifications based on application, database, and web service design.

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Sailesh Vajrala – Resume - Continued

• Used bindings to control the construction of the Windows Communication Foundation (WCF) channel stack at runtime.

• Used Data Contract as the standard mechanism in the WCF for serializing .NET object types into XML.

• Developed Web Services and invoking them by using XML SOAP and WSDL for creating proxy classes.

• Developed Web Services (SOAP, WSDL) for communicating with other application and components.

• Implemented Data access layer using ODP.NET to connect and retrieve or manipulate database information.

• Controlling overall look and feel of ASP.NET web site by consuming twitter Bootstrap and designing two factor authentication model using KNOCKOUTJS.

• Used SOAP UI to test web services for service-oriented architectures.

• Implemented LINQ for retrieving the data efficiently and Just in Time manner.

• Developed Packages, Stored Procedures, Triggers, and Views in Oracle database.

Software Engineer - Net Health Systems, Inc - Pittsburgh, PA - January 2015 to December 2016

Description: The WoundExpert software is used by 90% of wound care clinics who have moved beyond paper charting to a wound care EHR. As a certified system, WoundExpert's integrated clinical, financial, and regulatory solutions give wound care providers the tools to enhance patient care and facility performance across the wound care continuum. The WoundExpert software features optional components that can be integrated into your facility's configuration to support a wide variety of conditions and therapies related to wound care.

Responsibilities:

• Involved in all the phases of the Project Life Cycle and also analysis of the system based on n-tier architecture.

• Followed Agile methodology to produce high Quality software.

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Sailesh Vajrala - Resume - Continued

- Designed and developed various abstract classes, interfaces, classes to construct the business logic in Model and Data Access Layer using C#.Net

- Used CSS 3.0 and foundation CSS for styling the web pages

- Developed Web Forms for User Interfaces using, HTML5 Controls and User Controls.

- Developed Web Forms for User Interfaces using, HTML5 Controls and User Controls.

- Exclusively used JQGrid to display and save data, along with various JQgrid features like load once, custom formatter, and custom alignment.

- Created and maintained database objects like complex Stored Procedures, Triggers, Cursors, and Tables, Views and SQL Joins.

- Written Queries using T-SQL Statements, Views, User Defined Functions, Stored Procedures, Triggers in SQL Server 2012 for inserting/Updating/Deleting the data into the relational tables.

- Worked Extensively with Query Optimization Techniques to Fetch Data with better Performance Tuning.

- Responsible for maintaining versions of source code using Team Foundation Server 2010.

- Performed unit testing on every new version before sending it for User Acceptance Test (UAT)

- Involved in writing technical specifications design document, deployment documents and operations guide for operation support.

- Supported Operations team during the deployment and troubleshooting the production issues during deployment and on regular basis.

- Involved in supporting and maintaining for legacy production systems. Actively involved in bug fixes and enhancements post production as per client's requirement.


Web Application Developer - Weis Markets - Sunbury, PA - August 2014 to December 2014
Sailesh Vajrala – Resume - Continued

Description: Intranet Application is about developing the Application which saves the documents and reports consisting of the organization's. This Application makes the Admins work easy to create the reports and run the reports using the data saved in this Application.

Responsibilities:
- Written code to access secure web service using .Net, Webforms using C# and ASP.Net
- Responsible for getting the table names in DB by going through the each process of a .Net application
- Designed the web UI, ASP.NET, HTML, DHTML, XSL/XSLT, JavaScript, CSS, Web Forms and AJAX controls.
- Created User Controls, Custom controls, Data Access Layer, Business Logic Layer Classes using C# and .Net 4.0 for web pages.
- Used ASP.NET MVC(3.0) Page Controller pattern to add functionality to individual pages such that to accept input from the page request, invoke the requested actions on the mode.
- Used ASP.NET MVC framework to support the use of Dependency injection to inject objects into a class, instead of relying on the class to create the object itself.
- Extensively used User interface controls which use JQuery to validate client side validation.
- Written Stored Procedures in SQL Server 2008 used ADO.NET and Grid View, Data List, Details view, Repeaters, Dataset Classes for data manipulation.
- Created excel reports with the results got from SQL queries.

Environment:

Application Programmer - UNIVERSITY OF SOUTH ALABAMA Mobile, AL - South Alabama, NY
January 2013 to May 2014

Description: A high performance and integrated application for education advocacy training tool to help students with disabilities.
- Designed the applications using MVC framework for easy maintainability.

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Sailesh Vajrala – Resume - Continued

- Designed and developed code for MVC architecture.
- Designed the Front-end screens using HTML, CSS and JavaScript.
- Involved in User Inputs Validation using Validation.
- Developing new functionalities, both back-end and front-end.
- Extensively involved in writing SQL and PL/SQL queries.
- Involved in preparing Code Review, Deployment and Documentation.


Education

Masters in Electrical and Computer Engineering - University of South Alabama - Mobile, AL

Bachelor’s Degree in Information Technology in Information Technology – JNTU, India

Technical Skills

Programming Languages C++, C#.Net , VB.NET, HTML, SQL, PL/SQL

Web Technologies ASP.NET, MVC, Ajax, Javascript, Jquery, KnockoutJs, AngularJs, HTML5, CSS3 and Bootstrap


Xml Technologies XAML and XML

IDE Tools Visual Studio 2013/2012, Sql Server Management Studio, SOAP UI

Databases Oracle 11g/10g, SQL Server 2012/2008, Raven DB

Version Control Tools: SubVersion and Team Foundation Server 2010

Middleware WCF, ADO.NET, ODP.NET, Web Services, LINQ, LINQ to XML

Servers: Windows Server 2008, Microsoft IIS (7.0/6.0)
Katie Antlitz

.NET Developer

Summary

- Experienced .NET MVC Developer with 7 plus years of experience
- Master’s degree in Computer Science
- Microsoft Certified Professional

Work Experience

LEAD SOFTWARE DEVELOPER - November 2016 to Present - ICOMM

Created new applications and add new features and maintain existing systems using C#, VB, ASP.NET and SQL. Utilized MVC framework. I also create SSRS reports and implement data loading applications.

Setup FTP sites for maintaining data from our clients. I set up our agile environment and have trained junior and senior developer new hires.

DEVELOPER, AMAZON – ICQA - August 2016 to November 2016

As the ICQA (Inventory Control Quality Assurance) program developer for Joliet’s MDW2 fulfillment center

Worked with senior level management to create or improve reports, and update the internal websites using ASP.NET using MVC Framework. Created and modified SQL scripts and stored procedures.

APPLICATIONS DEVELOPER - CSG GOVERNMENT SOLUTIONS - November 2014 to August 2016

As an internal applications developer, I worked on multiple internal applications and Android apps.

Most recently worked as the main developer on a SCORM compliant learning management system (Windows and Android) for internal use and two new Android apps to securely maintain our documentation.

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Katie Antlitz Resume - Continued

For the Windows application, I have been using C#.NET, SQL, and some JavaScript/AJAX. I have also redesigned our internal website using mainly CSS and some HTML/JavaScript. I have created and added to reports using Microsoft Reports. I also used SharePoint, Visual Studio, Microsoft SQL Server, Eclipse, and Visual SVN. I supported many applications and have worked on defect fixes for those applications.

DEVELOPER – APPLIED SYSTEMS – January 2012 to November 2014

At Applied Systems, worked on an agile development team utilizing .NET and SQL Server.

Worked with many large clients to create features to enhance the user’s experience.

Worked on included the ability to adjust receipts, batch processing of transactions, improved check printing for disbursements, and implementing payment choices.

Diagnosed software errors by recreating and debugging workflows and implanted new code changes to fix the defects and started mentoring new developers.

Education

- MS IN COMPUTER SCIENCE - DEPAUL UNIVERSITY
- BS IN COMPUTER INFORMATION SYSTEMS - DEVRY UNIVERSITY

Technical Skills

Asp.net (7 years), C# (5 years), Microsoft ssrs (4 years), Sql. (7 years), MySQL (2 years), CSS (6 years),

jQuery (4 years), Javascript (4 years), HTML 5 (6 years), Visual Basic (7 years), Ruby (Less than 1 year),

Rails (Less than 1 year), SQL Server (7 years), Visual Studio (7 years), IIS (3 years), Azure (3 years),
Linq (1 year), Telerik (2 years), TFS (7 years), Git (1 year)

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Igor Fukhansky

.NET Developer

Summary

- Experienced .NET web developer with experience in all phases of software development life cycle.

Work Experience

.NET Developer - Insureon - February 2016 to Present

- Modify/Create C# and ASP.NET applications in Agile Environment based on needs of business. Used MVC framework
- Create various Unit Tests
- Write applications that integrate with various insurance providers via XML through SOAP based protocols
- Create applicable database scripts and stored procedures

.NET Developer - McDermott, Will and Emery - August 2013 to November 2015

- Created ASP.NET WinForms and MVC based applications
- Work as sole IIS administrator for Financial Related Web Sites
- Developed multiple custom applications using a variety of languages including C#, VB, JQuery, and others.
- Developed Web Services using WCF
- Wrote various Custom Stored Procedures
- Wrote various SSIS Packages
- Created various SSRS Reports
- Reversed Engineered and refactored legacy Expense Report System for which source code was lost

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Igor Fukhansky – Resume - Continued

by predecessor. I utilized .NET reflector to recreate source code.

**Consultant - McDonalds Corporation - September 2011 to March 2013**

- Developed application for transformation of legacy McDonalds Proprietary system data to Oracle Financials ERP
- Created SQL Server Stored Procedures to identify P&L exceptions for field consultants
- Developed custom SQL Server, Oracle, and DB2 based reports

**Consultant - WG Computer Resources Inc - September 2010 to September 2011**

Wrote Custom C# .NET applications to integrate organization's proprietary Securities Portfolios data with reports provided by Fidelity

- Used AJAX in conjunction with Web Services to gather and process data
- Generated Reports via SQL Server Reporting Services
- Designed technical and functional specifications for above noted project
- Provided technical and functional support for above noted project

**Development Lead - Seyfarth Shaw LLP - Chicago, IL - October 2003 to September 2010**

**Roles/Responsibilities:**

- Worked as lead developer for conversion of Enterprise Wide Accounting and Billing System. The application was deployed successfully within the required project deadline.
- Automated process related to distribution of firm financials
- Created Security Internal Controls to regulate user access rights within the system.

**Senior Technology Analyst - KPMG LLP - Chicago, IL - September 1999 to October 2003**

**Responsibilities:**

- Developed custom ASP.NET Applications
- Developed custom Excel VBA programs

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Igor Fukhansky – Resume - Continued

- Coordinated and created training materials for new tax hires within Midwest area tax practice
- Translated business and end user requirements into user interface designs
- Worked in cross-functional teams to define and design user interface designs

Education
- Master of Science in E-Commerce Technology - DePaul University, Chicago, IL
- Bachelor of Science in Accounting - University of Illinois at Chicago, Chicago, IL

Technical Skills

Languages Concepts and Frameworks
C# and VB.NET GIT, SVN, TFS Source Control Systems
JQuery
ASP.NET MVC and WinForms
Excel and Access VBA
Javascript
HTML
Java
Jira/Confluence
Object Oriented Programming
Web Services/WCF
LINQ
SQL Server/Oracle
XML/JSON/Entity Frameworks
SSRS/SSIS
IIS Administration

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Ankit Sheth  
.NET Developer  

Summary  
- Experienced .NET web developer with 5 plus years of experience in all phases of software development life cycle.

Work Experience  
Application Developer - Tetra Tech, Inc - November 2016 to Present  
- Working on developing, maintaining and supporting Tetra Tech Web Applications and Servers.  
- Developing and managing an application as a full stack developer and working through the SDLC cycle to maintain and update requirements.  
- Review, analyze and modify existing systems including coding, testing, debugging and deployment efforts in support of enterprise needs.  
- Communicate and collaborate with different teams to gather requirements and implement the user interface.  
- Extensive use of ASP.Net, MVC, JavaScript, JQuery, Angular JS, Bootstrap and SQL-Server.

Software Developer - SilverXis, Inc - June 2016 to November 2016  
- Designed an application for generating and accessing reports for clients and maintaining profiles of their customers.  
- Worked in close coordination with designers, product managers and clients.  
- Build and improve full features in short development cycles, including effective frontend and backend code.  
- Used JavaScript, HTML5, CSS3, JQuery for Frontend and ASP.NET, MVC and SQL server for backend database.
Ankit Sheth – Resume - Continued


- Involved in the complete life cycle (SDLC) of the project, including (design, development, and implementation, testing, support, and production maintenance).
- Designed and develop web user interface using ASP.NET, ASP.NET MVC, C#, HTML, JavaScript, and server controls such as Kendo UI.
- Developed screens using ASP.NET server controls; use form field validations server-side validations using ASP.NET validation controls.
- Designed and developed the Web Forms extensively using ASP.NET.
- Used presentation layer as CSS, which allows customization of layout; color based on the user selection using XSLT, XML, and CSS.
- Designed Web Forms, User Controls, AJAX Web Forms and HTML Pages using ASP.NET 4.0.
- Used LINQ to build set of operations, parameters and expression during execution of data from SQL Server.
- Created an ASP.Net MVC UI that communicates with Windows Communication Foundation (WCF) to interact with the database.
- Used WCF for communicating to the API and between the layers.
- Performed client-side validations using JavaScript.
- Design and develop various abstract classes, interfaces, classes to construct the business logic using C#, the middle tier contains all the business logic.
- Designed and developed entity classes to retrieve data from the database.
- Designed data access layer using LINQ and ADO.NET datasets and data adapters.
- Developed WCF (Windows Communication Foundation) service to retrieve/update data.
- Developed Web Services and test this service using SOAP UI.
- Built tables, views, queries, stored procedures and triggers for the system using SQL Server 2005/2008.
- Developed stored procedures SQL Server 2008; held responsibility for complete testing and deployment.
- Involved in testing and debugging and performed thorough unit testing.
Ankit Sheth – Resume - Continued

- Used Team foundation Server 2010/2012 for version control.


Web Developer - Marwadi Shares & Finance - July 2012 to May 2014
Gained knowledge about how to interact with back-end servers and front-end domains. Assisted in designing the company’s website and adding several functionalities to it. Worked with the web technology such as ASP.NET, MVC, HTML, CSS, JavaScript frameworks and SQL server to add and update new designs and data.

Education
- Master of Science in Computer Science - University of Texas - Arlington, TX
- Bachelor of Engineering in Electronics & Communication, India

Technical Skills
- Languages: Java, C#, C/C++, ASP.Net, PHP, Python, JavaScript, JQuery, SQL
- Web Application: HTML5, CSS3, XML, PHP, NodeJS, AngularJS, Bootstrap, AJAX, JSON, SOAP, REST
- Skills: OOPs Concept, Amazon Web Services, Database Systems, Software Testing, Software Development Life Cycle
D. Approach/Work Plan

1. The Respondent shall clearly articulate in the work plan how it will provide the required services as outlined in the Scope of Services/Statement of Work. Joint ventures, shall clearly identify in the work plan the roles and responsibilities of each party to the joint venture.

**SAVVY Technology Solutions Response:**

SAVVY, a certified MBE/WBE firm, has identified 5 potential candidates for interview with CHA. If awarded the contract and upon interview and approval by CHA, SAVVVY will work on onboarding the two (2) candidates and begin work under the contract.

SAVVY’s overall management and delivery approach is shown in the diagram below:

SAVVY’s Account Manager – Suba Elangovan will be the primary point of contact for the project. She will be responsible for day to day management and issue resolutions.

SAVVY’s Technical Director – Siva Ayyadurai has 20+ years of IT architecture and solution delivery experience. He will work with the account manager and SAVVVY

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.NET developers on technical issues and design direction by working with the CHA development team and management.

The following diagram provides information on the day to day management process for issues and status.

Client work performance is integrated into the staff review process ensuring consultants that achieve best in class customer service and client work are recognized by means of quarterly and annual reviews.

2. The Respondent shall demonstrate in the approach/work plan that it understands the Scope of Services/Statement of Work and all tasks required to perform the Statement of Work.

**SAVVY Technology Solutions Response:**
SAVVY understands the scope of services and statement of work very well as SAVVY is experienced in performing work similar to the solicitation with the Chicago Housing Authority. The current work is being performed under contract # 12310

3. The Respondent shall demonstrate in the work plan its plan to integrate CHA staff into its overall strategy to perform the Scope of Services.

**SAVVY Technology Solutions Response:**
SAVVY will work with CHA to identity CHA staff that need to be involved in day to day work activities. SAVVY's goal is to get CHA staff involved early in the process so they are engaged and transition is easier when the project nears completion. The model is shown below.
Overall Management/ Delivery

4. The Respondent shall demonstrate in the approach/work plan that its ability to provide resources in a timely manner.

SAVVY Technology Solutions Response:

The average time it takes to source a development resource is 1 to 2 weeks. Savvy Technology Solutions has a dedicated fulltime recruiter that handles the recruiting needs of the company. We have the capability to engage additional recruiters on a part time or full time basis as needed. We have technical personnel on staff that would conduct the screening calls to ensure that technical credentials and qualifications are verified before the resources are presented to the client.

In addition to technical staff on employment, SAVVY has a pool of talented resources that are prescreened and can be reached out to anytime for new project needs.

The resource pool management process is provided in the diagram below:
For new project resource needs, typically for development work, the resource pool will be utilized to source resources.
5. The Respondent shall demonstrate in the approach/work plan that its ability to
perform work without any training.

6. The Respondent shall demonstrate in the approach/work plan that its ability to
ensure the quality of work of the resources provided.

The SAVVY Technology Solutions LLC Response:

- Provide resources who can do the job with a minimum of training.
- Demonstrate the approach/work plan that its ability to

Legend:
- Green flow - Resources sourced from the internal resource pool will be available quickly as shown by
- Blue flow - Resources sourced from the external resource pool will be available quickly as shown by
- Orange flow - Resources sourced from the external resource pool will be available quickly as shown by
- Red flow - Resources sourced from the external resource pool will be available quickly as shown by

The last hack (green) flow below

SAVVY Technology Solutions, LLC
SAVYY Technology Solutions LLC Response:

SAVYY's Account Manager – Suba Elangovan will be the primary point of contact for the project. She will be responsible for day to day management and issue resolutions.

SAVYY's Technical Director – Siva Ayyadurai has 20+ years of IT architecture and solution delivery experience. He will work with the account manager and SAVYY .NET developers on technical issues and design direction by working with the CHA development team and management.

SAVYY team will work with CHA IT management to define QA processes for use during the project delivery. This will ensure QA goals for the project are achieved.

The following diagram provides information on the day to day management process for issues and status.

Client work performance is integrated into the staff review process ensuring consultants that achieve best in class customer service and client work are recognized by means of quarterly and annual reviews.
E. Work History with CHA and Chicago Government Agencies

SAVYY currently works with CHA providing .NET application development services under the contract # 12310 – .NET Web Application Developer.

<table>
<thead>
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<th>Scope of Work</th>
<th>Location</th>
<th>Dollar Value</th>
<th>Key Personnel</th>
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<td>.NET Developer – Subhashini Kasamsetty</td>
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<td></td>
<td></td>
<td></td>
<td>Recruiting/Account Management</td>
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<td></td>
<td></td>
<td></td>
<td>– Suba Elangovan</td>
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</tbody>
</table>

SAVYY Technology Solutions is a technology services provider for the Chicago Public Schools and the Cook County. SAVYY has invested significant time in submitting proposals to these agencies and is a pre-qualified vendor in the technology services pool for both agencies and is actively looking to perform services work with these two agencies.
### F. Past Performance

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Illinois Tollway</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Client Type (Public Sector/Private Sector)</strong></td>
<td>Public Sector</td>
</tr>
<tr>
<td><strong>The scope of work performed, the location, dollar value (awarded versus received or reimbursed), the cost per participant, and list the Respondent’s key personnel on the project;</strong></td>
<td>Provide Architecture assessment, application development (.NET, Java, SQL, PL/SQL) services. Annual receipts: Approx US $ 300,000 Key Personnel: Martin Melekus .NET Developer, Siva Ayyadurai: Technical Architect/ Account Management</td>
</tr>
<tr>
<td><strong>Demonstrated success in previous and current work and how that work relates to success on this project;</strong></td>
<td>Outstanding work has led to multiple contract renewals. Originally began work with the client in 7/2011. Systems developed by SAVVY are the main operations applications used to monitor Toll system efficiency. Experience gained from implementing .NET development and maintenance best practices will lead to success on this project.</td>
</tr>
<tr>
<td><strong>Description of the qualitative and quantitative outcomes related to each project, whether or not they met the contract benchmarks</strong></td>
<td>All benchmarks were met or exceeded.</td>
</tr>
<tr>
<td><strong>Demonstrated history of completing projects within the awarded budget and timeline of those projects;</strong></td>
<td>Projects were completed on budget and on time.</td>
</tr>
<tr>
<td><strong>Highlighted in each of the descriptions should be a summary of challenges encountered and how they were overcome;</strong></td>
<td>SAVVY takes a proactive approach to issue management. Any issues that occurred were immediately resolved by getting the right people from Client involved and by means of discussions.</td>
</tr>
<tr>
<td><strong>Performance measures of the program’s demonstrated ability to meet the indicators included in the proposal</strong></td>
<td>Customer Satisfaction Score: 100 Temp-To-Hire Percentage: 100% Average Contractor Retention: contract duration Average time taken to fill open position: 10 Days Percent Interviews on Resume Submissions: 100% Percent of Placements on Interviews Completed: 100%</td>
</tr>
</tbody>
</table>

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1431 Opus Place #110, Downers Grove, IL 60515
www.savvy-ts.com
630-386-1368
| Client Name | **DO IT**  
Technology Solutions, LLC |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Client Type (Public Sector/Private Sector)</strong></td>
<td>Public Sector</td>
</tr>
<tr>
<td><strong>The scope of work performed, the location, dollar value (awarded versus received or reimbursed), the cost per participant, and list the Respondent’s key personnel on the project;</strong></td>
<td>Provide IT project management services. Annual receipts: Approx US $ 130,000 Key Personnel: Laxmi Nidhi – Project Manager, Suba Elangovan: Account Management/Recruiting</td>
</tr>
<tr>
<td><strong>Demonstrated success in previous and current work and how that work relates to success on this project;</strong></td>
<td>1 year contract was renewed for an additional year. Helped client successfully go live with statewide ERP system. Experience gained from managing and delivering a business critical project on time and budget will directly lead to success on this project.</td>
</tr>
<tr>
<td><strong>Description of the qualitative and quantitative outcomes related to each project, whether or not they met the contract benchmarks</strong></td>
<td>All benchmarks were met or exceeded.</td>
</tr>
<tr>
<td><strong>Demonstrated history of completing projects within the awarded budget and timeline of those projects;</strong></td>
<td>Projects were completed on budget and on time.</td>
</tr>
<tr>
<td><strong>Highlighted in each of the descriptions should be a summary of challenges encountered and how they were overcome;</strong></td>
<td>SAVVY takes a proactive approach to issue management. Any issues that occurred were immediately resolved by getting the right people from Client involved and by means of discussions.</td>
</tr>
<tr>
<td><strong>Performance measures of the program’s demonstrated ability to meet the indicators included in the proposal</strong></td>
<td>Customer Satisfaction Score: 100 Temp-To-Hire Percentage: NA Average Contractor Retention: contract duration Average time taken to fill open position: 10 Days Percent Interviews on Resume Submissions: 100% Percent of Placements on Interviews Completed: 100%</td>
</tr>
<tr>
<td>Client Name</td>
<td>RW</td>
</tr>
<tr>
<td>-------------</td>
<td>----</td>
</tr>
<tr>
<td><strong>Client Type (Public Sector/Private Sector)</strong></td>
<td>Private Sector – Consulting Firm</td>
</tr>
</tbody>
</table>
| The scope of work performed, the location, dollar value (awarded versus received or reimbursed), the cost per participant, and list the Respondent’s key personnel on the project; | Provide IT Architecture, .NET application development services.  
Annual receipts: Approx US $ 200,000  
Key Personnel: Meghna Yagnik .NET Developer, Siva Ayyadurai: Account Management |
| Demonstrated success in previous and current work and how that work relates to success on this project; | Worked on enterprise systems assessment and advised on technology plan for converting multiple systems into a unified broker portal. Experience gained from architecture assessments and .NET development best practices will lead to success on this project. |
| Description of the qualitative and quantitative outcomes related to each project, whether or not they met the contract benchmarks | All benchmarks were met or exceeded. |
| Demonstrated history of completing projects within the awarded budget and timeline of those projects; | Projects were completed under budget ahead of client schedule. |
| Highlighted in each of the descriptions should be a summary of challenges encountered and how they were overcome; | SAVVY takes a proactive approach to issue management. Any issues that occurred were immediately resolved resulting in completion of project milestones ahead of schedule. |
| Performance measures of the program’s demonstrated ability to meet the indicators included in the proposal | Customer Satisfaction Score: 100  
Temp-To-Hire Percentage: 100%  
Average Contractor Retention: contract term  
Average time taken to fill open position: 10 Days  
Percent Interviews on Resume Submissions: 100%  
Percent of Placements on Interviews Completed: 100% |
<table>
<thead>
<tr>
<th>Client Name</th>
<th>Illinois Department of Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Type (Public Sector/Private Sector)</td>
<td>Public Sector</td>
</tr>
<tr>
<td>The scope of work performed, the location, dollar value (awarded versus received or reimbursed), the cost per participant, and list the Respondent's key personnel on the project;</td>
<td>Provide Website design, information architecture and business analysis and technical writing services. 2019 Receipts (Estimated): Approx US $ 230,000 Key Personnel: Scott Wallace – Technical Writer &amp; Business Analyst, Andy Lay – Website Designer Suba Elangovan -Account Management/Recruiting</td>
</tr>
<tr>
<td>Demonstrated success in previous and current work and how that work relates to success on this project;</td>
<td>The experience gained from web application design, information architecture, requirements and QA processes will lead to success on this project</td>
</tr>
<tr>
<td>Description of the qualitative and quantitative outcomes related to each project, whether or not they met the contract benchmarks</td>
<td>Project is in progress and benchmarks are being met.</td>
</tr>
<tr>
<td>Demonstrated history of completing projects within the awarded budget and timeline of those projects;</td>
<td>Project is in progress and all milestones are being met.</td>
</tr>
<tr>
<td>Highlighted in each of the descriptions should be a summary of challenges encountered and how they were overcome;</td>
<td>SAVVY takes a proactive approach to issue management. Any issues that occurred were immediately resolved by getting the right people from Client involved and by means of discussions.</td>
</tr>
<tr>
<td>Performance measures of the program's demonstrated ability to meet the indicators included in the proposal</td>
<td>Customer Satisfaction Score: 100  Temp-To-Hire Percentage: NA  Average Contractor Retention: contract term  Average time taken to fill open position: 10 Days  Percent Interviews on Resume Submissions: 100%  Percent of Placements on Interviews Completed: 100%</td>
</tr>
<tr>
<td>Client Name</td>
<td>CHA</td>
</tr>
<tr>
<td>-------------</td>
<td>-----</td>
</tr>
<tr>
<td><strong>Client Type (Public Sector/Private Sector)</strong></td>
<td>Public Sector</td>
</tr>
<tr>
<td><strong>The scope of work performed, the location, dollar value (awarded versus received or reimbursed), the cost per participant, and list the Respondent’s key personnel on the project;</strong></td>
<td>Provide .NET Application development services. 2019 receipts(estimated): US $ 72,600 Key Personnel: Subhashini Kasamsetty - .NET Developer Suba Elangovan – Account Management/Recruiting</td>
</tr>
<tr>
<td><strong>Demonstrated success in previous and current work and how that work relates to success on this project;</strong></td>
<td>SAVVY has been providing .NET development services to CHA since 3/2019 under the contract # 12310. This familiarity and experience with CHA’s systems, team and processes is expected to provide a head start and contribute to success on this project</td>
</tr>
<tr>
<td><strong>Description of the qualitative and quantitative outcomes related to each project, whether or not they met the contract benchmarks</strong></td>
<td>This is a new contract that started in 3/19. SAVVY strives to meet and exceed all benchmarks.</td>
</tr>
<tr>
<td><strong>Demonstrated history of completing projects within the awarded budget and timeline of those projects;</strong></td>
<td>This is a new contract that started in 3/19. SAVVY strives to complete all projects under budget and within established timelines.</td>
</tr>
<tr>
<td><strong>Highlighted in each of the descriptions should be a summary of challenges encountered and how they were overcome;</strong></td>
<td>SAVVY takes a proactive approach to issue management. Any issues that occurred were immediately resolved by getting the right people from Client involved and by means of discussions.</td>
</tr>
<tr>
<td><strong>Performance measures of the program’s demonstrated ability to meet the indicators included in the proposal</strong></td>
<td>Customer Satisfaction Score: TBD Temp-To-Hire Percentage: NA Average Contractor Retention: TBD Average time taken to fill open position: 10 Days Percent Interviews on Resume Submissions: 100% Percent of Placements on Interviews Completed: 100%</td>
</tr>
</tbody>
</table>
G. References

<table>
<thead>
<tr>
<th>Name /Title</th>
<th>Company</th>
<th>Scope of Services/ Term</th>
<th>Address</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Catolico</td>
<td>Illinois Tollway</td>
<td>Application Development Services – 7/2011 to present</td>
<td>2700 Ogden Ave Downers Grove IL 60515</td>
<td><a href="mailto:Michael.Catolico@getipass.com">Michael.Catolico@getipass.com</a> 630-743-3709</td>
</tr>
<tr>
<td>Phil Perkins CEO</td>
<td>Rocket Wagon (RW)</td>
<td>Enterprise architecture and application development 11/2018 to present</td>
<td>549 West Randolph Street #604 Chicago, IL 60661</td>
<td><a href="mailto:phil@rw.co">phil@rw.co</a> 312-863-0356</td>
</tr>
<tr>
<td>Tim Smith Manager</td>
<td>SDI Presence LLC</td>
<td>Application development services 1/2016 to present</td>
<td>200 East Randolph, Suite 3550 Chicago, IL 60601</td>
<td><a href="mailto:TSmith@sdipresence.com">TSmith@sdipresence.com</a> 847-791-2541</td>
</tr>
</tbody>
</table>

The reference letters from the client personnel above have been included in the following pages.
TO WHOM IT MAY CONCERN

I am extremely satisfied with the work performed by SAVVY Technology Solutions, LLC. The work performed involved information technology services in support of the Tollway's electronic tolling systems. This work includes:

- Data analytics
- Design and maintenance of a business intelligence dashboard
- Graphic visualization of key metrics
- Development of repeatable queries for performance measurement and management
- Ad hoc queries related to system performance and customer segment analysis

I am more than happy to work with SAVVY again on any future technology initiatives.

Yours Sincerely,

Michael Catolico

General Manager - Business Systems
Illinois State Toll and Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Michael.Catolico@getipass.com
630-241-6800 X 2149
RTO WHOM IT MAY CONCERN

I have always had success partnering with SAVVY Technology Solutions, LLC to deliver technology solution for clients, and I would be happy to hire them again to assist in future projects.

Yours Sincerely,

[Signature]

Philip Perkins

Cell: 312-863-0356

Email: phil@rw.co

Rocket Wagon

549 West Randolph Street

Suite 604

Chicago, IL 60661
TO WHOM IT MAY CONCERN

I am happy with the work performed by SAVVY Technology Solutions, LLC. The work performed included information technology services in the areas of web based application design and development. SAVVY has been performing such work for us since 1/2016 and I will be happy to work with them again on any new application development initiatives.

Yours Sincerely,

[Signature]

Tim Smith
Manager
TSmith@sdipresence.com
847-791-2541
SDI Presence LLC
200 East Randolph, Suite 3550
Chicago, IL 60601
H. Organization Structure & Key Personnel

1. The Respondent must provide the name and resume of the program executive and the recruiter that will be accountable for the CHA project.

**SAVVY Technology Solutions LLC Response:**
Suba Elangovan will serve as the Account Manager/Lead Recruiter to manage the project on a day to day basis. Suba has 20 plus years of IT experience. Suba currently serves as the Account Manager on the CHA contract # 12310. Prior to founding SAVVY in 2008, Suba worked at Motorola, American Medical Association and Cap Gemini Consulting. Suba holds a Master's degree in Electrical Engineering from Northern Illinois University, Dekalb, Illinois and a Bachelor’s degree in Electronics Engineering from India. Resume attached in the following pages.

Siva Ayyadurai will be working as technical advisor, project manager and will assist with issue resolutions. Siva has 20+ years of IT consulting experience including work as an architect and Lead developer for a consulting project at CHA. Resume attached in the following pages.

Dhivya Vijay is Technical Recruiter that will be responsible for recruiting. Dhivya has 10+ years of Technical recruiting experience in the fields of application development, business intelligence and project management. Dhivya holds an MBA and Bachelor of Science Degree in Computer Applications from the University of Madras, India.
.NET Website Developers:

As requested five (5) .NET developer resumes have been provided for CHA's review in the pages below (after management and recruiter resumes).
Suba Elangovan Resume – Account Management/Recruiting Lead

- 20+ years of IT consulting experience at Government and Fortune 100 clients.
- Expert in Account Management, program and project management, and solution delivery.
  Strong experience in SDLC process (Agile, Waterfall)
- Master’s degree in Electrical Engineering.

IT Strategy – Management Consulting – IT Services
Project Management – Account Management – Technical Recruiting

PROFESSIONAL EXPERIENCE

CEO & Co-Founder at Savvy Technology Solutions, LLC. 2/2008 to Present
20+ years of IT experience at Government and Fortune 100 clients.

Client Work:
- Serve as Account Manager and Lead recruiter for SAVVY’s clients
- Independent verification and validation of Toll Systems for State Government Toll Agency
- SaaS application delivery for Online Tuition administration agency
- Pre-acquisition Technical due diligence for online learning platform

Data Management and Solution Delivery at American Medical Association Chicago IL. 10/2004 – 02/2008
Serve as lead DBA for the website and for the CPT codes database. AMA is the largest non profit association for Physicians in the US.

Major Contributions:
- Perform database upgrades and maintenance
- Lead the development of the new CRM system

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Suba Elangovan Resume - Continued
Senior Management Consultant at Cap Gemini LLC, Chicago IL.
2/2001- 10/2004

Worked on several client assignments over a period of 4 years. Performed different roles such as application development, data management and project/program management.

Example Client projects:
Technical Project Manager – Project at Large Media & Entertainment Company
Serve as project manager and team lead for new ecommerce website for the company.

Major Contributions:
- Responsible for the overall project management of the application thru the various stages of development and final delivery.
- Delivered the application on time and under budget.

Application Development Team Lead – Project at Major Healthcare Service Provider
Application development team lead for the new patient records management system for one of the nation’s largest healthcare service provider.

Major Contributions:
- Responsible for overall development team leadership.
- Accomplished delivery date and budget goals.

EDUCATION
Master of Science in Electrical Engineering
Northern Illinois University, Dekalb, IL.

Bachelor of Engineering in Electronics and Communications Engineering
University of Madras, Madras, India.
SIVA AYYADURAI – Technical Director Resume

- 20+ years of IT consulting experience at Government and Fortune 100 clients.
- Technical expert in IT architecture, program and project management, technical leadership and solution delivery. Strong experience in SDLC process (Agile, Waterfall), application development and database architecture.
- Certified in TOGAF, ITIL, PMP, CSM, Six Sigma Yellow Belt, Apache Hadoop, Sun Java, IBM WebSphere and WebMethods Integration Server. Master's degree in Computer Science.

IT Strategy – Management Consulting – IT Services
TOGAF -- PMP -- CSM -- ITIL

Project Management – Service Management – Technical Leadership
Application Architecture – Database Architecture – Integration Architecture (SOA-EAI-ETL)
Hadoop – HDFS - Java – .NET – Oracle – SQL Server

PROFESSIONAL EXPERIENCE

Director at Savvy Technology Solutions, LLC. 2/2008 to Present
Director at Technology and Management consulting firm. 20+ years of IT consulting experience at Government and Fortune 100 clients.

Major Contributions:
- Lead solution delivery for existing clients

Client Work:
- Independent verification and validation of Toll Systems for State Government Toll Agency
- Serve as Lead Architect for SaaS application delivery for Online Tuition administration agency
- Pre-acquisition Technical due diligence for online learning platform

Serve as Principal IT architect for the largest school bus operator in the US (50,000 vehicles). Lead the definition of standards and methodology for FirstGroup’s enterprise IT projects.

Major Contributions:
- Served as Program Architect for an enterprise wide program to standardize procurement process utilizing JD Edwards ERP system
- Manage the IT solution and data architecture team on a day to day basis. Help define the target state architecture for IT systems

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SIVA AYYADURAI – Technical Director Resume (Continued)
Consulting Manager at PWC Advisory Services, Chicago IL. 7/1999-5/2005

Joined the firm as an analyst and progressed to the manager level. Worked on several client assignments over a period of 6 years. Assignments varied from application development, architecture and project/program management.

Example Client Projects:
Technical Program Manager – Project at a Large Health Insurance Company
Serve as Technical project manager on a major initiative to modernize legacy mainframe based member enrollment and claims processing systems.

Major Contributions:
- Responsible for the overall performance planning and execution.

Application Architect and Team Lead – Project at City Housing Authority
Application Architect and team lead for the Housing Offer Process (HOP) application for one of the nation’s largest housing authorities.

Major Contributions:
- Responsible for the application architecture and also lead a team of 6 developers and a DBA to effectively deliver the application in a very short timeframe.
- HOP Application won the Excellence in Information Integrity (EII) award from the Information Integrity Coalition (IIC).

EDUCATION
Master of Science in Computer Science
Northern Illinois University, Dekalb, IL.

Bachelor of Engineering in Electronics and Communications Engineering
Bharathiar University, Coimbatore, India.

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630-386-1368
Dhivya Vijay – Technical Recruiter Resume

Passionate Information Technology Recruiting Professional with over 10 (ten) successful years, full life cycle, experience in a fast-paced and high-volume environment. Specialty within recruiting has been Staffing, Corporate Recruiting, Projects and Account Management. Also have Management and HR Specialist experience to include employee relations, salary negotiation, policy & procedures, new hire orientation and on-boarding.

PROFESSIONAL EXPERIENCE

Technical Recruiter - SAVVVY Technology Solutions, LLC – Downers Grove, IL - Jan 2019 to Present
- Recruited both full time and temporary positions through direct hire, contract and contract to hire processes.
- Conduct interviews to determine skill sets, career goals, work closely with candidates to provide career guidance
- Manage the interview process between candidates and client, including relaying feedback between parties & salary negotiations.
- Extensive use of internet job boards by searching and placing advertisements.

Technical Recruiter HCL America Inc - Downers Grove, IL February 2005 to December 2018
- Responsible for establishing effective full-life cycle recruitment efforts to plan, identify, source, screen, interview, recruit, prepare and place highly skilled and experienced Technical, Sales, HR, Finance professionals and College Students as per the requirement of the company through networking, direct sourcing, cold calling, internet recruiting and Social Networks like LinkedIn, Facebook.
- Recruited both full time and temporary positions through direct hire, contract and contract to hire processes.
- Conduct interviews to determine skill sets, career goals, work closely with candidates to provide career guidance & match with appropriate job opportunities at client companies. Manage a team of recruiters.
- Manage the interview process between candidates and client, including relaying feedback between parties & salary negotiations.
- Extensive use of internet job boards by searching and placing advertisements.
- Proactively build a pipeline of candidates to take care of future needs.
- Identify, qualify and monitor the performance of Vendors to meet company targets.
- Create and implement vendor management policies and procedures to ensure enough quality resources are available with 100% delivery to our clients.
- Work with Project Managers, Account Managers to fulfill project resources needs.

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Dhivya Vijay – Technical Recruiter Resume (Continued)

• Work closely with sales managers to assess job opening(s), represent appropriate candidates, and manage the interview/offer process.
• Builds excellent relations with employees and has good network.
• Set up Campus interviews at Universities and recruit college students.
• Working with Recruiters, Account Managers and BDM's on a regular basis to review key activities against stated goals.
• Responsible for working on-and-off site locations in a professional and timely manner.
• Worked with Taleo, JobDiva, MaxHire and Bullhorn applicant tracking systems (ATS).
• Forecast and manage day-to-day recruiting activities, monthly hiring targets, creating and maintaining pipeline to meet sudden recruitment needs.
• Coordinate with payroll to start new hires payroll after providing the processed new hire paper work.
• Executed company's policies, procedures and benefits to the company's new hire(s), which also encompassed a thorough background check on the applicants Criminal/Employment History, Educational Attainment, and Drug Testing.
• Attend weekly update Talent Acquisition Staffing meetings for update of current positions and status.
• Proficiency in using MS office MS Word, Excel and Power Point.
• Prepare and present weekly, monthly reports to the management.

EDUCATION

Master of Business Administration in Human Resource Management & Systems
University of Madras, India.

Bachelor of Science in Computer Applications
University of Madras, India.

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.NET Development staff Summary and Resumes:
The .NET developer resumes are provided for CHAs review.

<table>
<thead>
<tr>
<th>#</th>
<th>.NET Developer Name</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Naga Abhilash</td>
<td>- Over all 5+ years of work experience as a .NET developer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Master’s Degree in Computer Science</td>
</tr>
<tr>
<td>2</td>
<td>Sailesh Vajrala</td>
<td>- Over 6+ years of work experience as a .NET developer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Master’s Degree in Computer Engineering</td>
</tr>
<tr>
<td>3</td>
<td>Katie Antligt</td>
<td>- Experienced .NET MVC Developer with 7 plus years of experience</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Master’s degree in Computer Science</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Microsoft Certified Professional</td>
</tr>
<tr>
<td>4</td>
<td>Igor Fukshansky</td>
<td>- Experienced .NET web developer with extensive experience in all phases of software development life cycle</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Master’s degree in Ecommerce Technologies</td>
</tr>
<tr>
<td>5</td>
<td>Ankit Sheth</td>
<td>- Experienced .NET web developer with 5 plus years of experience</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Master’s Degree in Computer Science</td>
</tr>
</tbody>
</table>
Naga Abhilash

.NET Developer

Summary

- Over all 5+ years of work experience as a .Net developer.
- Well-versed in designing/developing web forms using C#, C#.NET, ASP.NET, XML, Java Script, XML Web Services, WCF and in multi-tier architecture.
- Experience in designing and developing applications in distributed environments.
- Extensive knowledge of the software development life cycle (SDLC) from requirements gathering to programming, testing and maintenance.
- Proficient in working with various web related technologies including ASP.NET, MVC, Ajax, JavaScript, Themes, Skins, and CSS.
- Used AJAX to make requests to the server for dynamic display of data without reloading the page.
- Expertise in database design and programming using SQL Server 2005/2008, Oracle 9i, SQL (Stored Procedures, functions, views and Triggers).
- Experience in Loading Data from Flat Files, Excel Files to Tables using Sql Loader.
- Used the waterfall, spiral, agile development and extreme programming paradigm software development methodologies.
- Expertise in trouble-shooting and problem solving with proven ability to design and develop reliable data driven applications.
- Excellent oral and written communication skills.

Work Experience

Mckesson, OH, May 2018 - Present

.NET Developer

- DevelopPL/BL classes using C#, ADO.NET and SQL Server 2008.
- Develop screens for Document Categorization, Claims (Individual Economic Loss) and Registration using ASP.NET, C#.NET, AJAX, JavaScript, XML, HTML and CSS.
- Write client side validations using JavaScript.
- Create several WCF services using C#, ADO.NET.
- Unit tested the application manually.
- Development in agile environment.
- Update, modify and track changes to Resource files.
Naga Abhilash – Resume - Continued

- Utilize **lambda expressions, LINQ and LINQ to SQL** technologies in Presentation Layer for data retrieving, querying, storage and manipulation.
- Create **User Controls, themes and CSS sheets** for maintaining custom properties and styles and for handling events on the Web Pages.
- Involved in complete Software Development Life Cycle.
- Involved in preparation of Detail Design document based on Business Requirements.
- Perform all facets of design, application development and testing within .NET architecture based on programming guidelines/standards.
- Extensively used Partial Classes, Generics and Object-Oriented concepts for developing the application.

BCBS, MA, Aug 2017 – April 2018

**.Net Developer**

- Successfully organized initial set of requirements into master list of **Use Cases**.
- Involved in development of **Web Forms, Classes** using **C#.NET** that incorporates both N-tier architecture and database connectivity.
- Refactored existing GUIs adding jQuery drag and drop functionality
- Worked on different aspects of **.NET framework**, like ASP.NET 2.0, ADO.NET and C#.
- Involved in designing of User Interface with CSS, HTML5, and DHTML.
- Developed presentation layer using server-controls, HTML5 controls and user and custom controls.
- Development using Model View Controller (MVC) pattern.
- Created and deployed **Web Services** using C#, SOAP, XML for Pulling Customer Service Records.
- Modified web services to interact with the other applications and exposed them using SOAP and HTTP.
- Used various **ASP.NET** web server controls that included **SiteMapPath, Menu, Treeview, GridView** and **Detailsview** to develop web forms.
- **ADO.NET** was used to connect to the databases in a disconnected oriented architecture.

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Naga Abhilash – Resume - Continued

- Created event driven Web Forms using ASP.NET and implemented form validation.
- Extensively used Grid view control throughout the application.
- Created CSS files to be applied to various web forms on the web pages.
- Extensively used Ajax to reduce connections to the server, since scripts and style sheets only have to be requested once.
- Using Validation controls using both Custom validation and JavaScript was written for Client-side validations and also used the new validation controls in Visual studio 2010.
- Developed extensive Stored Procedures and Triggers in SQL Server 2014
- Involved in Unit Testing and Integration Testing of the entire application.
- Implemented version controlling using Visual Source Safe

DALAL STOCKS, INDIA

.NET developer

- Developed common libraries to be used by the reports using C#.
- Designed domain and UI layer using various design patterns such as strategy, composite, decorator.
- Created UML diagrams as Class diagrams and Sequence diagrams using Visio.
- Used as pose extensively to build reports
- Used as pose. Cells, a third-party tool to generate MS Excel reports for Upgrades module
- Extensively used C#.NET and ASP.NET to develop web pages for Upgrades and Openings Modules
- Made code changes to the application using C#, Jscript and ASP.NET for several change requests.
- Created WCF services to share data with other applications. Used Http Binding to host services.

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Naga Abhilash – Resume - Continued

- Created custom WCF host
- Used SQL Navigator and TOAD for Oracle to write Stored Procedures for Updating, retrieving and optimizing the queries in Database.
- Involved in transacting the data from Oracle Database using ADO.NET, ASP.NET
- Worked with PL/SQL and Oracle to test, fix bugs for several procedures and queries used for report generation.
- Involved in complete life cycle of the project.

India Money Guru, INDIA

.NET developer

- Develop data access layer which supports connections to multiple databases, using Entity Framework API of ADO.NET.
- Design reusable classes and methods in the business layer and the Data Access Layer and implemented those classes using Visual C# .NET.
- Develop Web Forms and Web Pages using ASP.NET, AJAX, HTML, CSS to facilitate the employees and registered and new users.
- Work on creating, implementing and consuming Web Services and WCF Services using SOAP protocol to communicate between different layers in the Application.
- Create User Controls, CSS and themes for maintaining custom properties.
- Development using Model View Controller (MVC) pattern.
- Interacted with Business users to understand the business flow and gather their business requirements.
- Involved in the preparation of Detail Design document based on business requirements.
Naga Abhilash – Resume - Continued

Education

- Master of Science in Computer Science - Merrimack College MA

Technical Skills

<table>
<thead>
<tr>
<th>.Net Technology</th>
<th>.Net Framework 4.0/3.5/2.0, C#4.0/3.0/2.0</th>
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<tr>
<td>Web Technologies</td>
<td>ASP.NET 4.5/4.0/, ASP.Net Ajax 3.0/2.0,</td>
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<tr>
<td></td>
<td>JavaScript, jQuery, VBScript. Java API,</td>
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<td>Angular 2.0/Angular 4.0, CSS3, Bootstrap 3</td>
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<td>IDE Tools</td>
<td>Visual Studio 2012/2010, Sql Server</td>
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<td>Management Studio, Expression Blend</td>
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<td>Sql Server Reporting Services (SSRS 2012/2008)</td>
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<td>WCF, ADO.NET 4.5/4.0/3.5, MSMQ, Web</td>
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<tr>
<td></td>
<td>2000/XP, Windows 95/98 and MS-DOS</td>
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</tbody>
</table>
Sailesh Vajrala

.NET Developer

Summary

Experience in developing and designing software applications with the C#.NET, VB.NET, ASP.NET, ADO.NET, ODP.NET, AJAX, LINQ, CSS, Java Scripting, Bootstrap, Knockout.JS, JQUERY, PLSQL, SQL, Web Services (WCF and WEB API) and SOAP.

- Good knowledge of environments using Agile (SCRUM), and Test Driven development methodologies.

- Experience in Implementing MVC Framework using ASP.Net MVC 4.0/3.0

- Expertise in implementing Web Service (XML, SOAP and WSDL), WCF, and REST service which communicate data in a both XML & JSON following SOA in a distributed environment.

- Good knowledge over Microsoft Application building blocks for .Net projects (Data Access, Exception Handling, Caching and Configuration Management).

- Expertise in developing applications to access data (Data Access Layers) and data services using ADO.NET and ADO.Net Entity Framework.

- Experience in database related work primarily creating complex stored procedure, Views, Triggers, Functions using PL/SQL, T-SQL.

- Experience in ADO .NET objects such as Data Adapter, Dataset, and Data Reader to interact with databases like SQL Server 20012/2008 & Oracle 11g/10g.

- Good understanding in database modeling and development using SQL in Oracle (10g), and SQL Server environments.

Work Experience

Software Engineer - Code Ace Solutions.inc / IVALUA Inc - Pittsburgh, PA June 2017 to Present

Description: Directworks is a Strategic Sourcing SaaS multi-tenant platform that enables manufacturers to select the best suppliers, achieve product cost targets, and capture the most value from their supplier relationships. This software product is developed and designed as a single page application.

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Sailesh Vajrala - Resume - Continued

Application is built for discrete manufacturers who rely on a critically important network of suppliers to provide the direct materials used to build their products. The platform enables a more effective and efficient way to engage these suppliers.

Responsibilities:

- Developing solutions for diverse programming scenarios in C#, employing Object Oriented Programming (OOP) concepts,.NET Framework, MVC5.0, Web API, LINQ, WCF, Web Services, SOAP and NoSQL databases.
- Expertise in creating web based application using technologies like Backbone.js, AJAX Toolkit, Java Script, HTML and CSS.
- Implemented entire backend of the application in C# using the ASP.NET MVC 5 framework and object oriented features like classes, interfaces, inheritance, polymorphism and Multi-threading.
- Extensively worked with Action Results, Action Filters and Custom Action Filters, Routing.
- Extensively worked on Entity Framework generating ORM Models and integrating them thru E- SQL and LINQ to Entities to massage the data.
- Worked with Web API to provide services to HTTP requests, designed and implemented Restful API layer along with calls to consume an API layer.
- Consumed different ASP.Net Web API’s to retrieve customers information and other application related information.
- Extensively worked with Partial Pages, Layouts, Sections to design the CSHtml pages with Razor Engine to get consistent look and feel.
- Designed standards-compliant web pages in HTML5, CSS3, and Java script, using jQuery.
- Involved in Data Modeling, Database Design on SQL Server 2012 and responsible for writing Complex Queries, Stored Procedures, User Defined Functions, Views and Triggers using T-SQL.
- Followed Agile methodology to produce high Quality software.
- Make technical recommendations for more efficient troubleshooting and issue resolutions.

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Sailesh Vajrala – Resume - Continued

- Bug fixing during the System testing, Joint System testing and User acceptance testing.
- Created detailed program specifications based on application, database, and web service design.
- Work with cross-functional team members to recommend technical solutions to business issues and/or system issues.

Web Application Programmer - Department of Education (State of Ohio) - Columbus, OH - January 2016 to June 2017

Description: CORE is an acronym for Connected Ohio Records for Educators, a suite of 18 Web applications that address all aspects of an educator's qualifications, including licensure, educator residency, professional conduct and much more. The CORE products most commonly used by teachers, school staff and parents. This CORE module provides a secure environment for educators to place licensure requests. In addition, they will update their demographic data and pay licensure fees through this system using a credit card or electronic check.

Responsibilities:

- Utilize in-depth knowledge of functional and Technical experience in .Net and other leading-edge products and technology in conjunction with industry and business skills to deliver solutions to customer.
- Implemented entire backend of the application in C#.NET, ASP.NET using various object oriented features like classes, interfaces, inheritance, polymorphism and Multi-threading.
- Designed and implemented customized exception handling to handle the exceptions in the application.
- Developed system services SOA application platform for use by all web applications utilizing WCF services.
- Created detailed program specifications based on application, database, and web service design.

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Sailesh Vajrala– Resume - Continued

- Used bindings to control the construction of the Windows Communication Foundation (WCF) channel stack at runtime.
- Used Data Contract as the standard mechanism in the WCF for serializing .NET object types into XML.
- Developed Web Services and invoking them by using XML SOAP and WSDL for creating proxy classes.
- Developed Web Services (SOAP, WSDL) for communicating with other application and components.
- Implemented Data access layer using ODP.NET to connect and retrieve or manipulate database information.
- Controlling overall look and feel of ASP.NET web site by consuming twitter Bootstrap and designing two factor authentication model using KNOCKOUTJS.
- Used SOAP UI to test web services for service-oriented architectures.
- Implemented LINQ for retrieving the data efficiently and Just in Time manner.
- Developed Packages, Stored Procedures, Triggers, and Views in Oracle database.

Software Engineer - Net Health Systems, Inc - Pittsburgh, PA - January 2015 to December 2016

Description: The WoundExpert software is used by 90% of wound care clinics who have moved beyond paper charting to a wound care EHR. As a certified system, WoundExpert’s integrated clinical, financial, and regulatory solutions give wound care providers the tools to enhance patient care and facility performance across the wound care continuum. The WoundExpert software features optional components that can be integrated into your facility’s configuration to support a wide variety of conditions and therapies related to wound care.

Responsibilities:
- Involved in all the phases of the Project Life Cycle and also analysis of the system based on n-tier architecture.
- Followed Agile methodology to produce high Quality software.

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Sailesh Vajrala – Resume - Continued

- Designed and developed various abstract classes, interfaces, classes to construct the business logic in Model and Data Access Layer using C#.Net

- Used CSS 3.0 and foundation CSS for styling the web pages

- Developed Web Forms for User Interfaces using, HTML5 Controls and User Controls.

- Developed Web Forms for User Interfaces using, HTML5 Controls and User Controls.

- Exclusively used JQGrid to display and save data, along with various JQgrid features like load once, custom formatter, and custom alignment.

- Created and maintained database objects like complex Stored Procedures, Triggers, Cursors, and Tables, Views and SQL Joins.

- Written Queries using T-SQL Statements, Views, User Defined Functions, Stored Procedures, Triggers in SQL Server 2012 for inserting/Updating/Deleting the data into the relational tables.

- Worked Extensively with Query Optimization Techniques to Fetch Data with better Performance Tuning.

- Responsible for maintaining versions of source code using Team Foundation Server 2010.

- Performed unit testing on every new version before sending it for User Acceptance Test (UAT)

- Involved in writing technical specifications design document, deployment documents and operations guide for operation support.

- Supported Operations team during the deployment and troubleshooting the production issues during deployment and on regular basis.

- Involved in supporting and maintaining for legacy production systems. Actively involved in bug fixes and enhancements post production as per client’s requirement.


Web Application Developer - Weis Markets - Sunbury, PA - August 2014 to December 2014

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Sailesh Vajrala - Resume - Continued

Description: Intranet Application is about developing the Application which saves the documents and reports consisting of the organization's. This Application makes the Admins work easy to create the reports and run the reports using the data saved in this Application.

Responsibilities:

- Written code to access secure web service using .Net, Webforms using C# and ASP.Net
- Responsible for getting the table names in DB by going through the each process of a .Net application
- Designed the web UI, ASP.NET, HTML, DHTML, XSL/XSLT, JavaScript, CSS, Web Forms and AJAX controls.
- Created User Controls, Custom controls, Data Access Layer, Business Logic Layer Classes using C# and .Net 4.0 for web pages.
- Used ASP.NET MVC(3.0) Page Controller pattern to add functionality to individual pages such that to accept input from the page request, invoke the requested actions on the mode.
- Used ASP.NET MVC framework to support the use of Dependency Injection to inject objects into a class, instead of relying on the class to create the object itself.
- Extensively used User interface controls which use JQuery to validate client side validation.
- Written Stored Procedures in SQL Server 2008 used ADO.NET and Grid View, Data List, Details view, Repeaters, Dataset Classes for data manipulation.
- created excel reports with the results got from SQL queries.

Environment:

Application Programmer - UNIVERSITY OF SOUTH ALABAMA Mobile, AL - South Alabama, NY

January 2013 to May 2014

Description: A high performance and integrated application for education advocacy training tool to help students with disabilities.

- Designed the applications using MVC framework for easy maintainability.

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Sailesh Vajrala - Resume - Continued

- Designed and developed code for MVC architecture.
- Designed the Front-end screens using HTML, CSS and JavaScript.
- Involved in User Inputs Validation using Validation.
- Developing new functionalities, both back-end and front-end.
- Extensively involved in writing SQL and PL/SQL queries.
- Involved in preparing Code Review, Deployment and Documentation.


Education

Masters in Electrical and Computer Engineering - University of South Alabama - Mobile, AL
Bachelor’s Degree in Information Technology in Information Technology – JNTU, India

Technical Skills

Programming Languages C++, C#.Net, VB.NET, HTML, SQL, PL/SQL
Web Technologies ASP.NET, MVC, Ajax, Javascript, JQuery, KnockoutJs, AngularJs, HTML5, CSS3 and Bootstrap

Xml Technologies XAML and XML
IDE Tools Visual Studio 2013/2012, Sql Server Management Studio, SOAP UI
Databases Oracle 11g/10g, SQL Server 2012/2008, Raven DB
Version Control Tools: SubVersion and Team Foundation Server 2010
Middleware WCF, ADO.NET, ODP.NET, Web Services, LINQ, LINQ to XML
Servers: Windows Server 2008, Microsoft IIS (7.0/6.0)
Katie Antlitz

.NET Developer

Summary

- Experienced .NET MVC Developer with 7 plus years of experience
- Master’s degree in Computer Science
- Microsoft Certified Professional

Work Experience

LEAD SOFTWARE DEVELOPER - November 2016 to Present - ICOMM

Created new applications and add new features and maintain existing systems using C#, VB, ASP.NET and SQL. Utilized MVC framework. I also create SSRS reports and implement data loading applications.

Setup FTP sites for maintaining data from our clients. I set up our agile environment and have trained junior and senior developer new hires.

DEVELOPER, AMAZON – ICQA - August 2016 to November 2016

As the ICQA (Inventory Control Quality Assurance) program developer for Joliet’s MDW2 fulfillment center

Worked with senior level management to create or improve reports, and update the internal websites using ASP.NET using MVC Framework. Created and modified SQL scripts and stored procedures.

APPLICATIONS DEVELOPER - CSG GOVERNMENT SOLUTIONS - November 2014 to August 2016

As an internal applications developer, I worked on multiple internal applications and Android apps.

Most recently worked as the main developer on a SCORM compliant learning management system (Windows and Android) for internal use and two new Android apps to securely maintain our documentation.

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Katie Antlitz Resume - Continued

For the Windows application, I have been using C#.NET, SQL, and some JavaScript/AJAX. I have also redesigned our internal website using mainly CSS and some HTML/JavaScript. I have created and added to reports using Microsoft Reports. I also used SharePoint, Visual Studio, Microsoft SQL Server, Eclipse, and Visual SVN. I supported many applications and have worked on defect fixes for those applications.

DEVELOPER – APPLIED SYSTEMS – January 2012 to November 2014

At Applied Systems, worked on an agile development team utilizing .NET and SQL Server.

Worked with many large clients to create features to enhance the user’s experience.

Worked on included the ability to adjust receipts, batch processing of transactions, improved check printing for disbursements, and implementing payment choices.

Diagnosed software errors by recreating and debugging workflows and implanted new code changes to fix the defects and started mentoring new developers.

Education

- MS IN COMPUTER SCIENCE - DEPAUL UNIVERSITY
- BS IN COMPUTER INFORMATION SYSTEMS - DEVRY UNIVERSITY

Technical Skills

Asp.net (7 years), C# (5 years), Microsoft ssrs (4 years), Sql. (7 years), MySQL (2 years), CSS (6 years),

jQuery (4 years), Javascript (4 years), HTML 5 (6 years), Visual Basic (7 years), Ruby (Less than 1 year),

Rails (Less than 1 year), SQL Server (7 years), Visual Studio (7 years), IIS (3 years), Azure (3 years),

Linq (1 year), Telerik (2 years), TFS (7 years), Git (1 year)

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Igor Fukshansky

.NET Developer

Summary

- Experienced .NET web developer with experience in all phases of software development life cycle.

Work Experience

.NET Developer - Insureo - February 2016 to Present

- Modify/Create C# and ASP.NET applications in Agile Environment based on needs of business. Used MVC framework
- Create various Unit Tests
- Write applications that integrate with various insurance providers via XML through SOAP based protocols
- Create applicable database scripts and stored procedures

.NET Developer - McDermott, Will and Emery - August 2013 to November 2015

- Created ASP.NET WinForms and MVC based applications
- Work as sole IIS administrator for Financial Related Web Sites
- Developed multiple custom applications using a variety of languages including C#, VB, JQuery, and others.
- Developed Web Services using WCF
- Wrote various Custom Stored Procedures
- Wrote various SSIS Packages
- Created various SSRS Reports
- Reversed Engineered and refactored legacy Expense Report System for which source code was lost

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Igor Fukshansky – Resume - Continued

by predecessor. I utilized .NET reflector to recreate source code.

Consultant - McDonalds Corporation - September 2011 to March 2013

• Developed application for transformation of legacy McDonalds Proprietary system data to Oracle Financials ERP
• Created SQL Server Stored Procedures to identify P&L exceptions for field consultants
• Developed custom SQL Server, Oracle, and DB2 based reports

Consultant - WG Computer Resources Inc - September 2010 to September 2011

Wrote Custom C#.NET applications to integrate organization's proprietary Securities Portfolios data with reports provided by Fidelity

• Used AJAX in conjunction with Web Services to gather and process data
• Generated Reports via SQL Server Reporting Services
• Designed technical and functional specifications for above noted project
• Provided technical and functional support for above noted project

Development Lead - Seyfarth Shaw LLP - Chicago, IL - October 2003 to September 2010

Roles/Responsibilities:

• Worked as lead developer for conversion of Enterprise Wide Accounting and Billing System. The application was deployed successfully within the required project deadline.
• Automated process related to distribution of firm financials
• Created Security Internal Controls to regulate user access rights within the system.

Senior Technology Analyst - KPMG LLP - Chicago, IL - September 1999 to October 2003

Responsibilities:

• Developed custom ASP.NET Applications
• Developed custom Excel VBA programs

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Igor Fukshansky – Resume - Continued

• Coordinated and created training materials for new tax hires within Midwest area tax practice
• Translated business and end user requirements into user interface designs
• Worked in cross-functional teams to define and design user interface designs

Education

• Master of Science in E-Commerce Technology - DePaul University, Chicago, IL
• Bachelor of Science in Accounting- University of Illinois at Chicago, Chicago, IL

Technical Skills

Languages Concepts and Frameworks

C# and VB.NET GIT, SVN, TFS Source Control Systems
JQuery
ASP.NET MVC and WinForms
Excel and Access VBA
Javascript
HTML
Java
Jira/Confluence
Object Oriented Programming
Web Services/WCF
LINQ
SQL Server/Oracle
XML/JSON/Entity Frameworks
SSRS/SSIS
IIS Administration
Ankit Sheth
.NET Developer

Summary
- Experienced .NET web developer with 5 plus years of experience in all phases of software development life cycle.

Work Experience
Application Developer - Tetra Tech, Inc - November 2016 to Present
- Working on developing, maintaining and supporting Tetra Tech Web Applications and Servers.
- Developing and managing an application as a full stack developer and working through the SDLC cycle to maintain and update requirements.
- Review, analyze and modify existing systems including coding, testing, debugging and deployment efforts in support of enterprise needs.
- Communicate and collaborate with different teams to gather requirements and implement the user interface.
- Extensive use of ASP.Net, MVC, JavaScript, JQuery, Angular JS, Bootstrap and SQL-Server.

Software Developer - SilverXis, Inc - June 2016 to November 2016
- Designed an application for generating and accessing reports for clients and maintaining profiles of their customers.
- Worked in close coordination with designers, product managers and clients.
- Build and improve full features in short development cycles, including effective frontend and backend code.
- Used JavaScript, HTML5, CSS3, JQuery for Frontend and ASP.NET, MVC and SQL server for backend database.

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Ankit Sheth – Resume - Continued


- Involved in the complete life cycle (SDLC) of the project, including (design, development, and implementation, testing, support, and production maintenance).
- Designed and develop web user interface using ASP.NET, ASP.NET MVC, C#, HTML, JavaScript, and server controls such as Kendo UI.
- Developed screens using ASP.NET server controls; use form field validations server-side validations using ASP.NET validation controls.
- Designed and developed the Web Forms extensively using ASP.NET.
- Used presentation layer as CSS, which allows customization of layout; color based on the user selection using XSLT, XML, and CSS.
- Designed Web Forms, User Controls, AJAX Web Forms and HTML Pages using ASP.NET 4.0.
- Used LINQ to build set of operations, parameters and expression during execution of data from SQL Server.
- Created an ASP.Net MVC UI that communicates with Windows Communication Foundation (WCF) to interact with the database.
- Used WCF for communicating to the API and between the layers.
- Performed client-side validations using JavaScript.
- Design and develop various abstract classes, interfaces, classes to construct the business logic using C#, the middle tier contains all the business logic.
- Designed and developed entity classes to retrieve data from the database.
- Designed data access layer using LINQ and ADO.NET datasets and data adapters.
- Developed WCF (Windows Communication Foundation) service to retrieve/update data.
- Developed Web Services and test this service using SOAP UI.
- Built tables, views, queries, stored procedures and triggers for the system using SQL Server 2005/2008.
- Developed stored procedures SQL Server 2008; held responsibility for complete testing and deployment.
- Involved in testing and debugging and performed thorough unit testing.
Ankit Sheth – Resume - Continued

- Used Team foundation Server 2010/2012 for version control.


Web Developer - Marwadi Shares & Finance - July 2012 to May 2014
Gained knowledge about how to interact with back-end servers and front-end domains. Assisted in designing the company's website and adding several functionalities to it. Worked with the web technology such as ASP.NET, MVC, HTML, CSS, JavaScript frameworks and SQL server to add and update new designs and data.

Education
- Master of Science in Computer Science - University of Texas - Arlington, TX
- Bachelor of Engineering in Electronics & Communication, India

Technical Skills
- Languages: Java, C#, C/C++, ASP.Net, PHP, Python, JavaScript, JQuery, SQL
- Web Application: HTML5, CSS3, XML, PHP, NodeJS, AngularJS, Bootstrap, AJAX, JSON, SOAP, REST
- Skills: OOPs Concept, Amazon Web Services, Database Systems, Software Testing, Software Development Life Cycle

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2. If a Respondent is planning to joint venture or subcontract with other companies, incorporate the relationship on the organization chart and provide, letters of interest from those firms, the names and credentials of their principals and key personnel, and include their resumes along with evidence of any required licenses. The Respondent should describe the roles and responsibilities of their subcontractors, including the key personnel as they relate to the Scope of Services for the RFP.

**SAVVY Technology Solutions LLC Response:**
SAVVY does not plan to use subcontractors and if awarded the contract will deliver .NET development services using its own resources.

3. Key Personnel shall not be replaced without the prior written approval of the CHA.

**SAVVY Technology Solutions LLC Response:**
SAVVY’s goal is to deliver services using the original team approved by CHA and if awarded the contract, will strive to complete the contract using the original team. SAVVY’s recruiting and candidate screening process ensures only well qualified candidates are presented to CHA. This will ensure resources don’t need to be replaced due to performance. If due to circumstances beyond its control, a resource needs to be replaced due to availability or other reason, SAVVY will work with CHA to replace project resources with minimal impact to the contract.
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<thead>
<tr>
<th>Unit No.</th>
<th>Specification/ Service Description Base Term</th>
<th>Unit of Measure</th>
<th>Bidder's Hourly Rate</th>
<th>Estimated Hours</th>
<th>Total Bid Price (Bidder's Unit Price x Estimated Quantities)</th>
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<td>$95</td>
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Aggregate Total: $39,520.00

Date: 4/14/19

Signature of Authorized Company Representative

SUBA ELANGOVAN
Print Name of Authorized Representative

SAVvy Technology Solutions LLC
Name of Company

630-386-1368
Telephone Number

CEO
Title

SUBA@SAVvy-TS.com
E-mail Address
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
CAMILLE LOGOTHETIS  
2735 HASSERT BLVD SUITE 183  
NAPERVILLE, IL 60564

**INSURED**
SAVVY TECHNOLOGY SOLUTIONS LLC  
C/O AYYADURAI, SIVA  
3151 BENNETT PL  
AURORA, IL 60502

**CONTACT**
NAME: CAMILLE LOGOTHETIS  
PHONE: 630-504-4400  
FAX: 630-504-4404  
E-MAIL: CAM@SFCAIMLLE.COM

**INSPERER(S) AFFORDING COVERAGE**
INSURER A: State Farm Fire and Casualty Company  
MAIC #: 25143

**COVERAGE(S)**

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<th>Insured Limit</th>
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<th>Policy Exp Date</th>
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**AUTOMOBILE LIABILITY**

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<td>93-GR-M539-3</td>
<td>10/25/2018</td>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

- Technology Services Errors & Omissions Professional Liability Insurance
  - Policy Number: PS0000003873864
  - Insured Limit: $1,000,000 Limit of Liability

**CERTIFICATE HOLDER**

**CANCELLATION**

**DATE (mm/dd/yyyy)**: 01/16/2019

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ACORD 25 (2010/05)  
The ACORD name and logo are registered marks of ACORD

1001486 132849.6 11-15-2010
K. Joint Venture Agreement

SAVVY Technology Solutions LLC has not entered into a joint venture agreement and this section is not applicable.
L. Lien, Suits and Judgements

SAVYY Technology Solutions is not involved in any disputes. No liens, suits and judgements. This section is Not Applicable.
N. Debarment Statement

SAVvy Technology Solutions LLC, its subcontractors, vendors and staff are not debarred, suspended or otherwise prohibited from conducting business with any Federal, State or local agency.

Suba Elangovan
CEO
4/14/2019
CHICAGO HOUSING AUTHORITY  
Department of Procurement & Contracts  

STATEMENT OF BIDDER’S QUALIFICATIONS

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

<table>
<thead>
<tr>
<th>SPECIFICATION OR RFP TITLE</th>
<th>SPECIFICATION OR RFP NO.</th>
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<tbody>
<tr>
<td>&quot;NET WEBSITE DEVELOPERS&quot;</td>
<td>2622</td>
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<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>DUN &amp; BRADSTREET NUMBER</th>
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</thead>
<tbody>
<tr>
<td>SAVAN TECHNOLOGY SOLUTIONS LLC</td>
<td>0307118697</td>
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<tr>
<th>PARENT COMPANY (IF APPLICABLE)</th>
<th>PREVIOUS COMPANY NAME</th>
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<tr>
<th>PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS ON BEHALF OF COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME</td>
</tr>
<tr>
<td>---------------------</td>
</tr>
<tr>
<td>SUBA ELANGOVAN</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BANK REFERENCES</th>
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</thead>
<tbody>
<tr>
<td>BANK NAME: Chase Bank</td>
</tr>
<tr>
<td>CITY, STATE, ZIP CODE: Aurora, IL 60502</td>
</tr>
<tr>
<td>TELEPHONE NO: 630-820-1105</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BUSINESS REFERENCES (Provide three existing or completed work activities by your business which are similar to or support your ability to successfully complete the scope of work of this RFP/Spec.)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AGENCY/COMPANY NAME</strong>: IL Tollway</td>
</tr>
<tr>
<td><strong>DATE COMPLETED</strong>: In Progress</td>
</tr>
<tr>
<td><strong>PHONE NO</strong>: 630 748 3709</td>
</tr>
<tr>
<td><strong>AGENCY/COMPANY NAME</strong>: Rocket Wagon (RW)</td>
</tr>
<tr>
<td><strong>DATE COMPLETED</strong>: In Progress</td>
</tr>
<tr>
<td><strong>PHONE NO</strong>: 312-818-0388</td>
</tr>
<tr>
<td><strong>AGENCY/COMPANY NAME</strong>: SDI Presence</td>
</tr>
<tr>
<td><strong>DATE COMPLETED</strong>: In Progress</td>
</tr>
<tr>
<td><strong>PHONE NO</strong>: 847-791-281</td>
</tr>
</tbody>
</table>

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

**SIGNATURE OF PRINCIPAL**: [Signature]  
**PRINTED NAME OF PRINCIPAL**: Suba Elangovan  
**DATE SIGNED**: 04/14/19

Statement of Bidder’s Qualifications©  
Revised 6/10/09
CHICAGO HOUSING AUTHORITY  
Department of Procurement & Contracts  

**SUBCONTRACTOR INFORMATION SUBMITTAL**

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

<table>
<thead>
<tr>
<th>IFB/RFP/P.O. TITLE</th>
<th>APPLICATION DEVELOPERS</th>
<th>IFB/RFP/P.O. NO.</th>
<th>PAGE</th>
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<tr>
<td>.NET WEBSITE</td>
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<td>2622</td>
<td>OF</td>
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Mv (our) firm(s) WILL NOT SUBCONTRACT any portion of the scope of work for this IFB, RFP or P.O.

<table>
<thead>
<tr>
<th>SUBCONTRACTOR NAME AND ADDRESS</th>
<th>SCOPE OF WORK</th>
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</thead>
<tbody>
<tr>
<td>WYNN DALLO ENTERPRISES</td>
<td>INDIRECT - SOFTWARE / HARDWARE PURCHASE</td>
</tr>
<tr>
<td>19081 OLD LAGRANGE RD # 106</td>
<td></td>
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<tr>
<td>MOKENA IL 60448</td>
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If a joint venture, a principle from EACH joint venture business must sign below.

<table>
<thead>
<tr>
<th>CONTRACTOR'S NAME</th>
<th>BY (SIGNATURE OF PRINCIPLE)</th>
<th>TITLE</th>
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<tbody>
<tr>
<td>SAVVY TECHNOLOGY SOLUTIONS LLC</td>
<td>[Signature]</td>
<td>CEO</td>
</tr>
</tbody>
</table>

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<tr>
<th>APPROVED BY CONTRACT COMPLIANCE</th>
<th>RECEIVED BY OCAM</th>
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<tbody>
<tr>
<td>NAME</td>
<td>TITLE</td>
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Subcontractor Information Submittal©  
Revised 6/10/09
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  

[Name]

as

[Title]

and on behalf of [Business Name] ("Contractor") having been duly 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  

[ ] Partnership  

[ ] Sole Proprietor  

[ ] Not-for-Profit Corporation  

[ ] Joint Venture  

[ ] Other
CHICAGO HOUSING AUTHORITY  
Department of Procurement & Contracts  
CONTRACTOR'S AFFIDAVIT

Average Annual Sales - Last 3 years: $300,000

Current Net Worth: $300,000 Date Business Started 2/2008

SECTION 1. FOR PROFIT CORPORATIONS

a. Incorporated in the State of IL

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

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

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

Suba Elangovan CEO

Siva Ayyadurai DIRECTOR

__________________________ ________________

__________________________ ________________

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

NAME (PRINT/Type) Address Ownership Interest

Suba Elangovan 3151 Bennett Pl Aurora IL 60502 95 %

Siva Ayyadurai 3151 Bennett Pl Aurora IL 60502 5%

__________________________ ___________________ __________

__________________________ ___________________ __________

__________________________ ___________________ __________

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

f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10%
CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

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

\[ \checkmark \]

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<tr>
<th>NAME (PRINT/Type)</th>
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<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

\[ \checkmark \]

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

<table>
<thead>
<tr>
<th>NAME OF PARTNERS (Print/Type)</th>
<th>PERCENTAGE INTEREST</th>
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SECTION 3. SOLE PROPRIETORSHIPS

\[ \checkmark \]

a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary: YES [ ] NO [ ]
   If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee (s), indicate the principal(s) for whom the agent or nominee holds such interest.
CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

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

____________________________________

____________________________________

____________________________________

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>
<th>Title (Print/Type)</th>
<th>Name (Print/Type)</th>
<th>Title (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.
CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR’S AFFIDAVIT

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR’S ANTI-COLLUSIVE AFFIDAVIT

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this Contractor’s Affidavit or if a subcontractor or subcontractor’s affiliated entity during a period of three (3) years prior to the date of award of the subcontract:

   a. Violated any of the provisions of 18 U.S.C. §666 (a) (2) and 720 ILCS 5/33E-1 et seq.
   
   b. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the CHA, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer’s or employee’s official capacity); or
   
   c. Agreed or colluded, or been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
   
   d. Made an admission of guilt of such conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of Federal, state or local government as a result of engaging in or being convicted of bid-rigging in violation of the Illinois Criminal Code, 720 ILCS 5/33e-3, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rigging during a period of five (5) years prior to the date of submittal of this bid, proposal or response.

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

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

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

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

CONTRACTOR'S AFFIDAVIT

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

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section II for any subcontractors to be used in the performance of this contract and will make such certifications promptly available to the CHA upon request.

4. The Contractor will not, without the prior written consent of the CHA, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to the certification.

5. Contractor hereby agrees, if the CHA so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under the State of Illinois Criminal Code 720 ILCS 5/33e-1 eq seq, as amended. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this Section II.

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

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person control or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity using substantially the same management, ownership or principals as the ineligible entity.

2. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if this employee so convicted is no longer employed by the corporation and: (1) it has been finally indicated not guilty or (2) if it demonstrate to the governmental entity with which it seeks to contract 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 Contractor and
allows the CHA to recover all amounts paid to the Contractor under the contract in a civil
action. 65 ILCS 5/11-42.1-1.

V. CERTIFICATION REGARDING SUSPENSION AND DISBARMENT

A. The Contractor certifies to the best of its knowledge and belief, that it, its principles and
any subcontractors used in the performance of this contract:

1. Meet the Agency requirements and have not violated the City or Sister Agency
policy, codes, state, federal, and or local laws, rules or regulations and have not
been subject to any debarment, suspension, or other disciplinary action by any
government agency. Additionally, if any time the contractor becomes aware of such
information, it must immediately disclose it to the Agency.

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible
or voluntarily excluded from covered transactions by any Federal, state or local
government or agency;

3. Have not within a three-year period preceding this proposal been convicted of or had
a civil judgment rendered against them for: the commission of fraud or a criminal
offense in connection with obtaining, attempting to obtain, or performing a public
(Federal, State, Local) transaction or contract under a public transaction; a violation
of Federal or State antitrust statutes; or the commission of embezzlement, theft,
forgery, bribery, falsification or destruction of records, making false statements, or
receiving stolen property
4. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Section II (A) (1) above; and

5. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

B. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach a detailed factual explanation to this certification.

C. If any subcontractors are to be used in the performance of this Contract, the Contractor shall cause such subcontractors to certify as to paragraph of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach a detailed factual explanation to this certification.

VI. EPA CONTRACTOR LISTING

A. Bidder/Proposer/Contractor shall comply with all applicable standards, orders and/or requirements established by and/or pursuant to:

1. The Clean Air Act (42. U.S.C. 4701 et. seq.), as amended;

2. The Clean Water Act (33 U.S.C. 1251 et. seq.), as amended;


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.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 or more than $100,000 for each such failure.

VIII. CERTIFICATION OF NONSEGREGATED FACILITIES

As used in this Affidavit, the term “subcontract” includes the term “purchase order” and all other agreements effectuating purchase of supplies or services. If this Affidavit is submitted as part of a bid or proposal, the term “Contractor” shall be deemed to refer to the Bidder or proposer, or subcontractor or supplier. This Affidavit shall be renewed annually.

Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this Affidavit is in effect. The undersigned Contractor certifies the following to the CHA.

A. REPORTS: Within thirty (30) days after CHA award to the Contractor of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Contractor shall file Standard Form 100, entitle “Equal Employment Opportunity Employer Information Report EEO” in accordance with instructions contained therein, unless the Contractor has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.

6. PRIOR REPORTS: If the Contractor has participated in a previous contract or subcontract subject to Equal Opportunity Clause (41 C.F.R. Sec 60-1.4(a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.
CERTIFICATION OF NONSEGREGATED FACILITIES: The Contractor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the IFB or RFP. As used in this certification, the term "segregated facilities" means waiting room, waiting area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of Contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that the CHA will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001).

7. The Contractor certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO regulations.


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 [ ]

Contractor's Affidavit:
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?

\[ \text{NA} \]

Yes \underline{\text{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. 2622 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.

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

SUBA ELANGOVAN
Name of President or Authorized Officer

CEO
Title
630-386-1368
Telephone Number

State of Illinois
County of Kane

Signed and sworn to before me this 13 day of APRIL 2019 by

SUBA ELANGOVAN (Name) as CEO

(Title) of SAUVY TECHNOLOGY SOLUTIONS LLC (Contractor)

Notary Public Signature

Official Seal
Grace Keppel
Notary Public State of Illinois
My Commission Expires 07/18/2022
Certifications and Representations of Offerors
Non-Construction Contract

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

This form includes clauses required by OMB’s common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest.

The form is required for nonconstruction contracts awarded by Housing Agencies (HAS). The form is used by bidders/offerees to certify to the HAS’s Contracting Officer for contract compliance. If the form were not used, HASs 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/offeree represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeree, the bidder/offeree:

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

(c) Any misrepresentation by the bidder/offeree 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/offeree 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:

| [ ] Black Americans | [ ] Asian Pacific Americans |
| [ ] Hispanic Americans | [ ] Asian Indian Americans |
| [ ] Native Americans | [ ] Hasidic Jewish Americans |

3. Certificate of Independent Price Determination
(a) The bidder/offeree 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/offeree 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/offeree, directly or indirectly, to any other bidder/offeree 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/offeree 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/offeree’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/offeree’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeree’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/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]

4/14/19

Signature & Date:

[Typed or Printed Name]

Title:

CEO
CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

WEB SITE APPLICATION DEVELOPERS 2622
(IFB or RFP Title or P.O. Commodity Description) (IFB or RFP or P.O. No.)

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

A. REPORTS: Within thirty (30) days after Buyer’s award to Seller of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Seller shall file Standard Form 100, entitled “Equal Employment Opportunity Employer Information Report EEO” in accordance with instructions contained therein, unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.

B. PRIOR REPORTS: If Seller has participated in a previous contract or subcontract subject to Equal Opportunity Clause (4) C.F.R. Section 60-1.4(a)(1) through (7), or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontractors not exempt from the Equal Opportunity Clause.

C. CERTIFICATION OF NON-SEGREGATED FACILITIES: Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the Specifications for Bid or Request for Proposal. As used in this certification, the term “segregated facilities” means waiting room, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that it will retain such certifications in its files, and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).
CHICAGO HOUSING AUTHORITY  
Department of Procurement & Contracts

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: If requested by Buyer, Seller shall promptly develop and submit a written affirmative action compliance program, and also require its subcontractors to establish and submit written affirmative action compliance programs ("Note: If Seller already has such a program, please so indicate by checking here [ ]").

E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show probable cause or other such notification of non-compliance with EEO regulations.

F. CURRENT WORKFORCE: My/Our firm is committed to Equal Employment Opportunity and the Affirmative Action steps necessary to achieve the goals of the Executive Order. As of this date, the current Total workforce of my/our firm is as follows:

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EXECUTED THIS 14th DAY OF APRIL 2009

BY

(SIGNATURE)

SVBA BLANCOVAN

(PRINTED OR TYPED NAME)

TITLE CEO

(PRINCIPAL)

FIRM NAME: Savvy Technical Solutions

STREET ADDRESS: 1431 OPUS PLACE

CITY, STATE, ZIP CODE: DINNERS GROVE IL 60515

TELEPHONE NUMBER: 630-386-1368

Equal Employment Opportunity Compliance Certificate© Revised 6/10/09