

**CONSULTING SERVICES AGREEMENT**

**BETWEEN**

**M.A.C. COMPUTER CONSULTING, INC.**

**AND**

**CHICAGO HOUSING AUTHORITY**

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#### Exhibits

Exhibit 1	Request for Proposal Event No. 2742 (2019)
Exhibit A	Contractor's Proposal, Best and Final Fee Proposal & Supporting Documentation
Exhibit B	Work Plan/Statement of Work



**CONSULTING SERVICES AGREEMENT**  
**(Technology Support - Yardi Voyager System/Platform)**

This Consulting Services Agreement is made effective as of the 30<sup>th</sup> day of December, 2019 between the **CHICAGO HOUSING AUTHORITY**, a municipal corporation of the City of Chicago, State of Illinois (hereinafter, the "CHA") with its main offices located at 60 East Van Buren, Chicago, Illinois, 60605, and M.A.C. Computer Consulting Inc. ("Contractor"), an Illinois corporation with its offices located at 1720 Maple Avenue, Suite 1210, Evanston, Illinois 60201, and authorized to do business in Illinois, is entered into and made effective as of December 30, 2019.

**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 resources comprising the Yardi Voyager platform, and therefore issued RFP Event #2742 (2019) for Yardi Consulting Services supporting the CHA's use of the Yardi Voyager 7S platform and other integrally-related systems and platforms on or about July 19, 2019 (such Request for Proposals, as was amended and/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;

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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

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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 \_\_\_\_\_, 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.

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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 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 30, 2019 and continue until December 29, 2020 (the "Base Term") 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. In addition to the foregoing Base Term, the CHA shall have two (2) additional one-year option terms reserved to it to exercise in its discretion at the conclusion of the Base Term or any succeeding option term, which pricing and compensation for any such option term(s) shall be subject to and governed by the Contractor's Best and Final Fee Proposal as accepted by CHA in the process of making this contract award.

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 fixed hourly rate(s) of One Hundred Thirty Five and 00/100 Dollars per hour (\$135.00/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 Seventy One Thousand Five Hundred Fifty and 00/100 Dollars (\$71,550.00) 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 to 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.

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(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 Contractor 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.

(b) Furthermore, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 f (1989), as amended.

8.8 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. 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.

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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.

9.4 Non-Discrimination Requirements. Contractor shall comply with all federal, state and local non-discrimination laws, rules, regulations and ordinances including, but not limited to, The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1989), as amended, and all regulations promulgated thereto. Contractor shall particularly remain in compliance at all times with: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000 (e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1989); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Fair Housing Amendments Act, 42 U.S.C. Sec. 3601 et seq., (1988); Americans with Disabilities Act of 1990, 42 U.S.C. 12101 and 41 C.F.R. Part 60 et seq., (1990). Illinois Human Rights Act, 775 ILCS 511-101 et seq., as amended, and regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, 111. Admin. Code Tit.44 s 750 Appendix A; Employment Opportunity Clause, 111. Admin. Tit. 44 s 750 Appendix A; Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. Chicago Human Rights ordinance, s2-160-010 et seq., of the Municipal Code of Chicago, as amended; and the Chicago Fair Housing Regulations, s5-8-010 et seq., of the Municipal Code of Chicago, as amended. In addition, Contractor must furnish such reports and information as requested by the Chicago Commission on Human Relations.

9.5 Compliance with HUD Regulations. Contractor shall comply with all the provisions of HUD regulations, and other applicable federal, state and local laws, ordinances and executive orders including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., (1993), as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 C.F.R. Part 58); Clean Air Act (42 U.S.C. § 1857(h) et seq.); Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended; Executive Order 11246, as amended by Executive Orders 12086 and 11375; Executive Order 12372; Executive Order 11738; Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. § 1352); and Debarment and Suspension (Executive Orders 12549 and 12689); Environmental Protection Agency regulators (40 C.F.R. part 15); and Energy Policy and Conservation Act (Pub. L. 94-163).

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

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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:

M.A.C. Computer Consulting, Inc.  
1720 Maple Avenue, Suite 1210  
Evanston, Illinois 60201

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

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

With a Copy to:

Office of the General Counsel  
60 East Van Buren, 12<sup>th</sup> Floor  
Chicago, Illinois 60605  
Chicago, Illinois 60605  
Attn.: General Counsel

## 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 30<sup>th</sup> day of December, 2019.

### CHICAGO HOUSING AUTHORITY

By: Sheila Johnson  
Sheila Johnson  
Deputy Chief Procurement Officer

01-21-2020  
Date

### M.A.C. COMPUTER CONSULTING, INC.

By: [Signature]  
Title: President

12-14-2019  
Date

APPROVED AS TO FORM BY:

[Signature]  
Chicago Housing Authority  
Office of the General Counsel

Title: Chief Legal Officer





**CHICAGO HOUSING AUTHORITY ("CHA")  
REQUEST FOR PROPOSAL ("RFP") EVENT NO. 2742 (2019)  
for  
YARDI CONSULTING SERVICES**

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Required for use by  
**INFORMATION TECHNOLOGY SERVICES**

ISSUED ON: FRIDAY, JULY 19, 2019  
ISSUED BY: DEPARTMENT OF PROCUREMENT AND CONTRACTS

PROPOSALS MAY BE RECEIVED PRIOR TO, BUT NOT LATER THAN,  
MONDAY, AUGUST 19, 2019] at 1:00 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](http://www.thecha.org)

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ATTACHMENT A – FEE PROPOSAL FORM

ATTACHMENT B – INSURANCE REQUIREMENTS

ATTACHMENT C – SCHEDULE A-MBE/WBE/DBE UTILIZATION PLAN

ATTACHMENT D – WAIVER REQUEST-MBE/WBE/DBE UTILIZATION PLAN (IF APPLICABLE)

ATTACHMENT E – SCHEDULE B-SECTION 3 UTILIZATION PLAN AND GUIDE TO COMPLETING THE SCHEDULE B

ATTACHMENT F – SCHEDULE C-MBE/WBE/DBE AND SECTION 3 SUBCONTRACTS, SUPPLIERS, CONSULTANTS

ATTACHMENT G – PROFESSIONAL SERVICE AGREEMENT



## KEY INFORMATION

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

**Anna Epps, Procurement Specialist**  
Chicago Housing Authority  
Department of Procurement and Contracts  
60 East Van Buren Street, 13<sup>th</sup> Floor  
Chicago, Illinois 60605  
Phone: (312) 786-3420  
E-mail: aepps@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, July 19, 2019
- Pre-Proposal Conference..... Tuesday, July 30, 2019 at 10:00 AM, CST  
(Insert Location)
  - 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, August 5, 2019 by 1:00 PM, CST
- Proposal Due Date and Time ..... **Monday, August 19, 2019 by 1:00 PM, CST**

## 3. QUESTIONS

All questions must be submitted via the Supplier Portal at <https://supplier.thecha.org>, no later than **Monday, August 5, 2019 at 1:00 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 than 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

("manual submission"). Manual submissions require the following number of copies as described below and in "ARTICLE VI Submittal Requirements:"

**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:**

**Anna Epps, 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 ILCS10/1, 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. "Respondent" means the firm, company, organization, vendor, etc. responding to the RFP.
8. "Selected Respondent" means the firm, company, organization, vendor, etc. awarded a contract.
9. "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.
10. "Yardi System" means the Enterprise Housing/Property Management software.
11. "Departments" means the end-user departments of the Yardi system, such as Asset Management, Housing Choice Voucher (HCV) and Finance.
12. "Business Operations" means management of voucher, property and financial processes and procedures related to CHA's Asset Management and HCV operations.
13. "Technology Functions" means maintenance and support of the Yardi system.
14. "Interfaces" means the interface between Yardi Cloud environment and other systems CHA is using, including Lawson, Salesforce, CHA Waitlist and CHA Section 3 systems.
15. "PIC" means HUD Public and Indian Housing Information Center

## **ARTICLE II                      INTENT AND PURPOSE**

The Chicago Housing Authority (CHA) has issued this Request for Proposal (RFP) to seek advanced Yardi functional/technical consulting services. The CHA intends to secure a contract for the process of enhancing business processes and procedures as it relates to the business and technology functions of the Yardi System, so that CHA can better anticipate and more rapidly respond to business changes on an on-going basis. These changes may include changes that 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 Yardi system.

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 firm fixed price contract for a base period of one (1) year, and reserves the right to extend the contract(s), at its sole discretion for up to two (2) additional one-year option periods. 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 in the fourth quarter of 2019.

## **ARTICLE III                      PROJECT BACKGROUND**

The Chicago Housing Authority ("CHA") implemented the Yardi Housing Management System as the property management system in 2005, consolidating two legacy systems operated separately by the Public Housing Program (Creative Computer Systems, "CCS") and the Housing Choice Voucher Program (Emphasys Computer Systems, "ECS"). In October 2008, CHA elected to license additional Yardi software, known as "Upgrade Modules". These new Upgrade Modules are separately licensed, and are implemented into CHA's production environment. In October 2018, CHA migrated the on-premise Yardi Voyager system to Yardi Provide Cloud environment and upgraded from Voyager 6.08 to Voyager 7S. CHA is also implementing Yardi Rent Café portals, including Tenant Portal and Landlord Portal, as well as the Online Payment feature.

## **ARTICLE IV                      SCOPE OF SERVICES/STATEMENT OF WORK**

### **A. Scope of Services**

The Selected Respondent must have advanced technical skills in Microsoft SQL Server development and provide practical business solutions intended to enhance the CHA's business and technical operations. The consultants will support the Yardi Voyager 7S as it relates to technology and business functions of the Yardi System. Responsibilities include the following: improve organizational effectiveness, conduct workshops to resolve issues, develop and implement recommendations, identify/solve problems, conduct system analysis, provide customized solutions as applicable, assist with business requirements, conduct report design and development, process transfer and develop test plans.



This RFP presents the requirements for Yardi consultant(s). Requirements include, but are not limited to the following:

- a) Solid understanding of functionality and key business processes in the areas of Public Housing Management and Housing Choice Vouchers Management.
- b) Expert knowledge PIC submission requirement, Voucher Management System reporting, Section 8 Management Assessment Program (SEMAP) reporting and Public Housing Assessment System (PHAS) reporting.
- c) Knowledge of HUD regulatory requirements and the ability to apply this knowledge to develop technical solutions (via report creation, etc.)
- d) Solid understanding of Software Development Life Cycle, especially the Change Control process.
- e) Proficient in Yardi System Voyager 7S, including PHA, Financials, Administration, Security Inspector General, Inspection Mobile App, Maintenance, Inventory Control & Fixed Assets and Yardi Rent Café portals.
- f) Proficient in Yardi database structure and data dictionary.
- g) Exposure to .Net and XML
- h) 2 -5 years' experience with Microsoft SQL Server Reporting Services is required.
- i) 2 - 5 years' experience with Microsoft SQL development is required.
- j) 2 -5 years' experience with Crystal Report is preferred.
- k) Experience with creating testing strategies for user acceptance testing
- l) Excellent oral and written communication skills.
- m) Excellent organizational skills; detail oriented and excellent multi-tasking ability.
- n) Strong interpersonal skills; ability to maintain effective working relationships with other employees, work independently or as part of a team.
- o) Strong analytical skills.
- p) Ability to make decisions according to rules, regulations and procedures.
- q) Ability to understand and carry out complex instructions, prepare and maintain complex records and files.
- r) Discretion in handling confidential/sensitive information.

- s) Ability to assess current business processes and redesign
- t) Works with minimal supervision and serves as a Yardi Lead.

**B. Statement of Work**

The Selected Respondent will provide services including, but not limited to the following:

- a) Troubleshooting the most difficult technical problems; creates, maintains and modifies Yardi database stored procedures, Yardi Reports and Crystal reports.
- b) Providing functional support to CHA business areas, including Asset Management, Housing Choice Vouchers and Finance.
- c) Design/Develop/Modify Yardi reports according to business requirements.
- d) Create and document system test plans and results.
- e) Create knowledge transfer plan/document and perform knowledge transfer sessions to designated CHA staff.

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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., 13<sup>th</sup> 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](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 than 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 that confirms they are a professional firm that has experience in the administration of projects of similar scope.
2. The Respondent must submit evidence that they/their firm has over 5 years working experience with Yardi and HUD system.

### 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.

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.

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 that will be accountable for the CHA project.
2. The Respondent must provide an organization/structure chart and include its key technical and consulting personnel who will be assigned to the CHA project team along with their resumes and provide the following information including, but not limited to:
  - i. Detail concerning each primary team member working with the Respondent, as well as those working in a subcontracting capacity. List all current projects that each primary team member may be working on during the term of the Contract, and indicate which team member will have primary responsibility for the CHA account;
  - ii. Correlation of team members to the tasks each will be performing;
  - iii. Describe previous, related experiences and projects (preferably public housing); and
  - iv. If Respondent proposes staff to work on the CHA account, who are not located in a Chicago area office (within 25 miles of the city), indicate their office location.
3. 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.
4. 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
9. Equal Employment Opportunity Compliance Certificate

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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 MBE/WBE/DBE Plan and 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 5. 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:

$$\$100,000/\$125,000 = 0.80$$

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

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:

EVALUATION CRITERIA	MAXIMUM POINTS
<b>APPROACH AND WORK PLAN (TECHNICAL):</b> <ul style="list-style-type: none"><li>Respondent's proposal demonstrates their ability to partner with the CHA to deliver quality projects on a cost effective basis, develop time saving methods, willingness to dedicate staff and create efficient and effective communication systems. <b>(30 Points)</b></li></ul>	<b>30</b>



<b>QUALIFICATIONS, EXPERIENCE AND PAST PERFORMANCE (TECHNICAL):</b> <ul style="list-style-type: none"> <li>Respondent's proposal demonstrates the professional, technical and managerial experience and their demonstrated past performance of the Respondent's ability working in Yardi Voyager 7S and committed personnel on Yardi projects of comparable scope, magnitude and complexity, including the quality of work, schedule adherence, compliance, and performance guarantees. <b>(30 Points)</b></li> </ul>	<b>30</b>
<b>CREDENTIALS OF KEY PERSONNEL (TECHNICAL):</b> <ul style="list-style-type: none"> <li>Quality of the proposed individual and evidence that the key personnel assigned to perform the required services have adequate Yardi experience, certificates, accreditation, and other qualifications as defined in the specifications of the RFP. <b>(15 Points)</b></li> </ul>	<b>15</b>
<b>MBE/WBE/DBE and SECTION 3 PLAN:</b> <ul style="list-style-type: none"> <li>Demonstrated understanding and quality of the MBE/WBE/DBE Utilization Plan. <b>(5 Points)</b></li> <li>The Respondent's proposal demonstrates an understanding and quality of the CHA Section 3 Utilization Plan and the strategies for hiring Section 3 residents, and subcontracting opportunities with Section 3 Business Concerns. <b>(5 Points)</b></li> </ul>	<b>10</b>
<b>PROPOSED FEES</b> <ul style="list-style-type: none"> <li>Respondent's overall proposed fee for Yardi Consulting is reasonable and justifiable for the scope of work. <b>(15 Points)</b></li> </ul>	<b>15</b>
<b>TOTAL COMBINED POINTS for TECHNICAL, MBE/WBE/DBE, SECTION 3 PLAN and PROPOSED FEES</b>	<b>100</b>

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 60-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.

<b>ORAL PRESENTATION EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>
1. Presentation addressed the Respondent's qualifications to perform the work outlined in the RFP including a description of the details involved in a complex Yardi project from beginning to completion dealing with Yardi Voyager 7S	<b>15</b>

2. Presentation effectively addressed questions regarding the following topics: project approach, project management abilities and a technical question regarding Yardi system.	15
3. Presentation demonstrated the ability to provide qualitative data to monitor performance and establish process improvements	20
<b>TOTAL ORAL PRESENTATION POINTS</b>	<b>50</b>

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.

<b>BEST AND FINAL OFFER EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>
The Respondent's proposed Best and Final Offer is reasonable and justifiable for the Scope of Services/Statement of Work and is scored by the ratio method.	10

**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.** 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.

CHA encourages joint ventures between minority and non-minority firms. A Respondent's MBE/WBE/DBE Utilization Plan must be submitted as an attachment to, and made a part of its Proposal. See the reporting requirements and a copy of the Policy on the CHA website at [http://www.thecha.org/pages/forms\\_documents/66.php](http://www.thecha.org/pages/forms_documents/66.php).

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

1. **Vendor Technical Assistance and Support**
  - Technical and/or training questions, please send an email to [cha@diversitycompliance.com](mailto:cha@diversitycompliance.com)
2. **Online, downloadable training aids**
  - On Line manual
  - Webinars

## Quick Guide Contract Compliance Requirements

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

### What Compliance Requirements apply to the different types of contracts?

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

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

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

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

### Required M/W/DBE Documents:

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



## 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.

## Quick Guide Contract Compliance Requirements

### Required Section 3 Documents:

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

### 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**



## Quick Guide

### Contract Compliance Requirements

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](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.

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<p style="text-align: center;"><b>Quick Guide</b> <b>Contract Compliance Requirements</b></p>
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### Compliance Utilization Plans

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

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

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

#### **Schedule B- Section 3 Utilization Plan**

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

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

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



## 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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**EXHIBIT A**

**Contractor's Proposal(s), Fee Form and Supporting Documentation**



**FEE PROPOSAL FORM**  
**One (1) Year Base Term**

Event No: 2742 (2019)  
Yardi Consulting Services

A	B	C	D	E	F
Unit No.	Specification/ Service Description	Unit of Measure	Bidder's Unit Price (Per Hour)	Estimated Quantities (Hours)	Total Bid Price (Bidder's Unit Price x Estimated Hours)
1	YARDI CONSULTING SERVICES	Hourly	\$135.00	530	\$ 71,550.00
Aggregate Total				\$	71,550.00

Signature of Authorized Company Representative

Miguel A. Morales

Print Name of Authorized Representative

M.A.C. Computer Consulting, Inc.

Name of Company

(786) 202-8116

Telephone Number

President

Title

MiguelMorales@MacComputerConsulting.com  
E-mail Address

11/10/2019  
Date



11/10/2019

**Best And Final Offer**

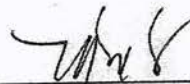




**FEE PROPOSAL FORM**  
**Option Year 1**

Event No: 2742 (2019)  
Yardi Consulting Services

A	B	C	D	E	F
Unit No.	Specification/ Service Description	Unit of Measure	Bidder's Unit Price	Estimated Quantities (Hours)	Total Bid Price (Bidder's Unit Price x Estimated Hours)
1	YARDI CONSULTING SERVICES	Hourly	\$ 140.00	530	\$ 74,200.00
				Aggregate Total	\$ 74,200.00

  
Signature of Authorized Company Representative

Miguel A. Morales  
Print Name of Authorized Representative

M.A.C. Computer Consulting, Inc.  
Name of Company

(786) 202-8116

Telephone Number

President

Title

MiguelMorales@MacComputerConsulting.com

E-mail Address

11/10/2019  
Date



**Best And Final Offer**



FEE PROPOSAL FORM  
Option Year 2

Event No: 2742 (2019)  
Yardi Consulting Services

A	B	C	D	E	F
Unit No.	Specification/ Service Description	Unit of Measure	Bidder's Unit Price	Estimated Quantities (Hours)	Total Bid Price (Bidder's Unit Price x Estimated Quantities)
1	YARDI CONSULTING SERVICES	Hourly	\$ 145.00	530	\$ 76,850.00
				Aggregate Total	\$ 76,850.00

Signature of Authorized Company Representative

Miguel A. Morales

Print Name of Authorized Representative

M.A.C. Computer Consulting, Inc.

Name of Company

(786) 202-8116

Telephone Number

President

Title

MiguelMorales@MacComputerConsulting.com

E-mail Address

11/10/2019

Date



Best And Final Offer





M.A.C. Computer Consulting, Inc  
495 Brickell Avenue Suite 2301  
Miami, FL 3313  
<http://www.MacComputerConsulting.com>

## Letter of Interest

Chicago Housing Authority  
Department of Procurement and Contracts- Bid Depository  
60 East Van Buren Street, 13th Floor  
Chicago, Illinois 60609

August 6, 2019

M.A.C. Computer Consulting, Inc. (MAC) is pleased to present the enclosed proposal for "Yardi Consulting Services" to the Chicago Housing Authority (CHA). We know that information systems play a critical role in any organization in the 21<sup>st</sup> Century. This is especially true for an organization like CHA, which counts on the reliability and accuracy of their information technology. This is necessary for assessments, funding, operations, and overall performance of CHA, specifically as it relates to property and asset management, financial management, capital redevelopment, relocation, and other agency services.

MAC has successfully demonstrated that it is a trusted and reliable vendor and partner. We are tremendously proud of the impacts that we have made in helping housing authorities around the nation including CHA customer to server, house, protect and improve the lives of its citizens and communities. For the past 18 years MAC has successfully provided similar services to housing authorities such as Chicago, Puerto Rico, San Francisco, Cambridge, Miami-Dade, Southern Nevada Regional, Louisiana State, Harrisburg, and Memphis. We have in-depth experience and understanding of the leading housing software packages including Yardi Voyager, Emphasys Elite and Visual Homes. We have a proven track record of success in providing management information support and consulting services to many major housing agencies throughout the country. Finally, MAC has a commitment to the finest customer service in the industry. These are some of the reasons we are highly qualified to meet and exceed the requirements as described in the CHA request for proposal.

M.A.C. is a privately-owned corporation under the laws of Florida with permission to operate in multiple states including Illinois. Miguel Morales, president and founder of MAC is fully authorized as signatory and to negotiate on behalf of MAC relating to terms and conditions. This proposal will remain valid for 120 days from the closing date of August 19, 2019. Furthermore, we acknowledge reading and understanding the requirements of this RFP including, but not limited to, the terms and conditions of the attached Professional Services Agreement and the attached insurance requirements and will comply with these requirements if awarded a contract.

We at MAC hope to have the opportunity of working with you and your staff in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Morales", written over a horizontal line.

MIGUEL A. MORALES, PRESIDENT



M.A.C. Computer Consulting, Inc  
495 Brickell Avenue Suite 2301  
Miami, FL 3313  
<http://www.MacComputerConsulting.com>

## **QUALIFICATIONS AND EXPERIENCE**

### **Corporate Qualifications and Capacity**

M.A.C. Computer Consulting, Inc (MAC) has been a trusted partner to Public Housing Authorities (PHAs) for more than fifteen years. Since 2000, MAC has been an industry leader providing IT technical assistance, training, and consulting services for housing agencies at the local, state, and Federal levels across the country. MAC is known for its expertise in HUD's public housing, tenant-based and project-based voucher programs and multifamily programs, such as project-based Section 8.

MAC's services include PHA IT management services, system implementation, software design and development, direct user support, help desk management, report writing and IT planning and reorganization. MAC provides project planning, application preparation, and implementation; technical assistance; and training in the Yardi, ECS, CCS, PHA Partners, Visual Homes and HUD's online systems.

Over the past nineteen years, MAC has completed over a dozen system implementations, several management assessments and provided IT technical assistance for troubled, standard, and high-performing agencies. For many of these engagements, our clients requested that we develop automated tools to accurately measure and monitor the overall health of the agency and its programs. We are experienced in efficiently collecting critical data, thoroughly understanding and analyzing the strengths and weaknesses of organizations and operations, and making reasonable and realistic recommendations for technological improvements. We were the authors and developers of CHA's monthly property report (BOC) currently used to monitor Public Housing key performance indicators. We also developed a number of tools to interface the Yardi and Lawson systems, monitor HCV program compliance and performance. MAC developed also developed interfaces for Yardi's inspections module, bank reconciliation, PIC reconciliation and negative rent processing. Most recently we assisted CHA in its upgrade to Yardi Voyager 7s.

MAC brings a unique perspective to the challenges our clients face as a national leader in the private management and administration of affordable housing programs. Our deep understanding of IT, housing software (Yardi/CCS/Visual Homes/Tenmast) and the public housing industry allows us to quickly respond to requests. We work with housing software providers to keep abreast of changes, enhancements and future developments so we can better help our clients. MAC is very family with Yardi database structure, modules, interfaces, application and database administration. MAC is currently engaged with Puerto Rico HA (2<sup>nd</sup> largest HA in the country) providing technical support, helpdesk assistance, system administration, training and Resident/Vendor portal management. In addition, MAC is currently assisting Puerto Rico Public Housing Administration in the implementation of the HCV module and has provided solutions for residents to make online rent payment in partnership with Banco Popular.

### **The MAC Team**

M.A.C. Computer Consulting, Inc specializes in information technology and management consulting for public and private sector businesses. Mr. Miguel Morales, who has over 30 years of experience in information technology, is its founder and primary consultant. Prior to establishing MAC, Mr. Morales served as director of MIS at the Miami-Dade Housing Agency. He specializes in public housing and is currently contracted by housing authorities around the nation. In addition to consulting for the Harrisburg and Chicago Housing Authorities since 1999, Mr. Morales' current clients include: Puerto Rico Housing





Authority, Elm City Communities, Fairfax County Department of Housing, Greenville Housing Authority, Springfield Housing Authority. MAC has also served in short and long-term engagements: Miami-Dade Housing Agency, Memphis Housing Authority, Salt Lake County Housing Authority, Chattanooga Housing Authority, Trenton Housing Authority, Baltimore City Housing Authority, Cambridge Housing Authority, Housing Authority of New Orleans, and Houston Housing Authority.

Mr. Morales will lead the team of highly qualified IT consultants with decades of housing experience and an unrivaled experience in providing top quality customer service. Our team includes Mrs. Vivian Pavon, an experienced SQL Solution Developer with over 12 years of development experience. For the past two years, Mrs. Pavon has been designing reporting solutions in the Yardi and Emphasys Elite platform. Mrs. Pavon will design and implement our proposed SQL reporting services solution to deliver management, production, and performance reports on a regular basis using the schedule utility available for SQL databases. We have already used this tool in our operations at Puerto Rico Public Housing Administration and Miami-Dade HCV program with great success. This product delivers the report on an easy-to-use tool allowing users to employ filters, sorting, and other data management tools. This tool also allows the user to export the reporting results to Excel, PDF, and HTML formats.

Our team also includes our professional Project Manager and solution development Ana Martinez. Mrs. Martinez has been an Agile Coach and solution developer for MAC for over 10 years. Her project management approach and consistent on-time delivery of projects as well as her technical background makes her a perfect candidate for this engagement.

Finally, our team will enlist Mr. Efrain Garcia, an experienced ECS and SQL Solution Developer with over 20 years of development experience in the public housing industry. Prior to joining MAC, Mr. Garcia served as MIS Director for the housing authorities of Spartanburg, New Orleans, Indianapolis, Cincinnati, and Tacoma.

Our team is available to begin immediately and will work with CHA to address each project order and provides the agency with the services it requires in a timely and efficient manner. Each of our team members possess proven capabilities in their areas of expertise and together ensure MAC's ability to meet the full range of CHA's needs during engagement.

#### MAC Team Qualifications

Qualifications	Benefits to HRHA
Extensive consulting and technical experience in both public housing and software development for more than 15 years	Offers CHA a "one-stop" and convenient way to obtain subject matter expertise for all of its IT consulting needs
Extensive experience providing IT services, strategy, and training to PHA clients for more than 15 years	Provides CHA the insight and expertise needed to monitor program and financial performance against agency plan
Ability to provide comprehensive IT solutions that extends beyond Yardi software	Enables CHA to move quickly on achieving community goals and program compliance



## EXPERIENCE WITH SIMILAR TASKS

The MAC Team's experience in providing Yardi Software support, CCS software support, Report Writing (SQL, Crystal, YSR and YSL), software development and overall IT solution implementation. In addition, MAC has proven experience in implementing Yardi's new version 7s.

### MAC Team Organizational Assessment Experience

Housing Authority Client	Yardi software support	CCS/ECS software support	Visual Homes	Report writing	Software development	New Yardi Version
Baltimore, MD	✓	✓		✓	✓	
Cambridge, MA		✓		✓	✓	
Chattanooga		✓		✓		
Chicago, IL	✓	✓		✓	✓	✓
Cook County, IL	✓	✓		✓	✓	
DeKalb County, IL	✓			✓	✓	
Detroit, MI	✓	✓		✓	✓	
Harrisburg, PA		✓		✓	✓	
Houston, TX		✓		✓	✓	
Indianapolis, IN		✓		✓		
Memphis, TN	✓	✓	✓	✓	✓	
Miami-Dade, FL	✓			✓	✓	
Milwaukee, WI		✓		✓		
Puerto Rico	✓	✓		✓	✓	
San Diego, CA		✓		✓		
San Francisco		✓				
Southern Nevada Regional Housing Authority	✓			✓	✓	
Springfield, MA		✓		✓	✓	✓
Fairfax County	✓			✓	✓	✓
Greenville HA		✓	✓	✓	✓	
Elm City Communities HA		✓	✓	✓	✓	



## QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

MAC Team Organization Chart





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Miami, FL 3313  
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### MAC Personnel Experience

Experience Area	Name										
		Years of experience									
			Yardi								
			ECS								
			CCS								
			SQL								
			Crystal								
			Reporting Services								
			YSR								
			YSL								
			Analytical Reporting								
Miguel Morales		20	X	X	X	X	X	X	X	X	X
Vivan Pavon		12	X	X		X	X	X	X	X	X
Efrain Garcia		20		X	X	X	X	X	X		
Ana Martinez		5	X	X	X	X	X	X	X	X	X





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495 Brickell Avenue Suite 2301  
Miami, FL 3313  
<http://www.MacComputerConsulting.com>

## **Miguel A. Morales**

**495 Brickell Avenue**

**Suite 2301**

**Miami, FL 33131**

**(786) 202-8116**

[Mmiguelmorales@maccomputerconsulting.com](mailto:Mmiguelmorales@maccomputerconsulting.com)

### **Summary of Qualifications**

- Over 12 years of Project Management experience
- 22 years experience in system analysis and implementation
- 12 years Public Housing/Section 8 experience
- Strategic planning and budgeting experience
- Experience in organizing and staffing new functional areas
- Extensive experience in UNIDATA/Pick Programming
- Experience in Visual Basic 6 programming
- Unix systems administration experience
- Experience in various operating systems (Unix, Windows NT, Pick)

### **EMPLOYMENT HISTORY**

#### **Self-Employed Consultant**

1994-Present

I have been a management and information systems consultant for the past 15 years. My clients have included Harrisburg Housing Authority, Dauphin County Housing Authority, Miami-Dade Housing Agency, Housing Authority of Cook County, Chicago Housing Authority, Quadel Consulting Corporation, Memphis Housing Authority, Gregory Byrne & Associates, Abt Associates, City of Opa-Locka, and Weitnauer America. As a consultant, I have designed and implemented a variety of automated solutions to my client's problems. The experience I have gained in the past 22 years in the Information Technology (IT) world has helped me to accurately assess the needs of my clients. Although I specialize in IT, I have also consulted in the areas of accounting, project management, RFP preparation, preparation of contingency IT plans, and public housing management.

SOLAIR INC, a Division of Kellstrom Industries

1998-1999

#### **Analyst/Programmer**

I was involved in the design, coding, testing, training and implementation of a comprehensive information system to support the operations of a Mid-size company. This system was designed around a Unidata database using a Visual Basic user interface. The system consisted of inventory management, sales, purchasing, e-commerce, shipping and inventory tractability to comply with federal aviation standards.

MIAMI-DADE HOUSING AGENCY

Miami, FL

1995-1998

#### **Director of MIS**

During my five-year tenure with MDHA, I directed a unit comprised of sixteen MIS professionals. My responsibilities included staff development, system administration, systems operations, and systems development and implementation. My most significant accomplishments in this capacity were:



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- Reducing computer downtime from 57% to fewer than 2% by establishing scheduled maintenance, establishing preventive system administrating methods, improving telecommunications, identifying and replacing faulty equipment.
- Designing and implementing a communications infrastructure to connect over 90 remote sites using technology such as frame relay networks, routers, multiplexes, fiber optic cable, and DSL connections.
- Implementing a complete CCS housing package, a preventive maintenance system, inspection module, and a loan & mortgage system.
- Administering a Sun SparcCenter 2000 computer system with over 400 peripheral devices and 500 users.
- Developing and implementing an overall information architecture for the Public Housing section of the Agency.
- Directing the efforts focused on using client/server technology for the Section 8 division.
- Managing a \$1.3 million operating budget, as well as a computer resource group that serviced 600+ user.
- Designing and implementing various seminars and symposiums for the purpose of educating users.

#### MIAMI-DADE HOUSING AGENCY

Miami, FL

1994-1995

##### Senior Systems Analyst/Programmer III

I developed and implemented an overall information architecture for the Public Housing section of the Agency. I directed the efforts focused on using client/server technology for the Section 8 division. In addition, I managed 12 professionals and an annual budget of \$1.3 million, as well as a computer resource group that serviced 600+ users. I was responsible for designing and conducting seminars and symposiums for the purpose of educating users. All these activities resulted in increased productivity and efficiency.

#### CITY OF NORTH MIAMI, FL

1991-1994

##### Systems Analyst/Programmer

My responsibilities included translating information requirements into logical, economical, and practical system designs for large systems. I found ways of improving the system to meet the demands of the users while meeting all municipal regulations. In addition, I prepared flowcharts, wrote detailed specifications, coordinated system testing, developed practical solutions to problems. I was also responsible for developing documentation including technical documentation, user and programmers manuals, and detailed work plans.

### EDUCATION

#### **Barry University**

Bachelors of Science in Information Systems, December 1998

#### **Miami-Dade Community College**

Associates of Science in Information Systems May 1991





## Vivian Hevia-Pavon

### SUMMARY

- Over ten years experience in information technology.
- Extensive experience developing, implementing and customizing health care management systems and pharmaceutical industry.
- Strong background in combining business aspects with technical ones in the health care industry
- Strong background in System Project Lifecycle, Systems Design & Implementation, Object Oriented Design programming, and leadership in large project integration and management.
- Experience in various areas of Systems Analysis and Software Development.
- Experience developing software to process survey and observational data for Marketing Research purposes.
- Provided support to companies using web-based applications.

### TECHNICAL SKILLS

<b>Languages</b>	C#, Borland Delphi 5.0, 2007 ASP.NET, HTML, Classic ASP, VB Script
<b>Databases</b>	SQL Server 6.5, 7.0, 2000,2005,2008 MS ACCESS, EXCEL. Database development with ODBC, ADO,ADO.NET,
<b>Web Technologies</b>	HTML, ASP, ASP.NET, SOAP, Web Services, Biztalk Dreamweaver
<b>Other Technologies</b>	Object Oriented Programming, XML
<b>Complementary products</b>	Crystal Reports 2008 Quick Report, RBuilder, SQL Server Reporting Services 2005
<b>Analysis/Design</b>	Erwin 4.11
<b>Source Control</b>	CVS, VSS

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### EDUCATION

**Bachelor in Management Information System Engineering**  
*Jose Antonio Echevarria Higher Polytechnic Institute*  
Havana, Cuba

1996

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### PROFESSIONAL EXPERIENCE



M.A.C. Computer Consulting, Inc  
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**April 2009 to Today**

**SQL Report Analyst**

**M.A.C. Computer Consulting Inc**

- Data maintenance
- Ad-hoc report development
- Identify database inefficiencies and duplications
- Create database objects to support reporting environment; 50058/50059 transmissions
- Data migration assistance
- Consulting on user requirements; addressing system related issues; problem diagnosis and resolution
- Create, design and analyze the reports using SQL Server Reporting Services (2005) and Crystal Reports 2008

**Environment:** SQL Server 2005 Enterprise Edition and SQL 2008, Visual Studio 2005, SSRS and Crystal Reports 2008

**Sep 2008 to April 2009**

**SQL Report Analyst**

**BrickellSoft**

- Create, design and analyze the reports using SQL Server Reporting Services (2005)
- Database backend optimization
- Stored procedure coding
- Responsible for all SQL queries
- Integration point with the database
- DBA tasks

**Environment:** SQL Server 2005 Enterprise Edition, Visual Studio 2005, SSRS, Biztalk

**Oct 2007 to Sep 2008**

**SQL Report Analyst / Software Engineer**

**INTERMEX**

- Interact with development team for database design, tune up and deployment
- Integrate with external payment systems.
- Created reports in SSRS to summarize operational information of receivers and senders. These reports summarize information of wire transfers sent, paid and cancelled
- Interaction with end user for reports requirement gathering.
- Responsible for report designs and coach others reporting server analyst, Standardization of the reporting area.
- Scheduling and subscription of reports
- Installation and configuration of SQL Server 2000, 2005
- Transact scripts
- Index and query optimization





**Environment:** SQL Server 2005 Enterprise Edition, Borland Delphi 7.0, SSRS

**March 2006 to Oct 2007**

**SQL Report Analyst / Software Engineer**

**METILINX**

- Created reports in SSRS for infrastructure data analysis. This report summarizes utilization of IT resources based on information collected per machine and network devices previously stored in a SQL server database and responsible for reports designs and deployment, including environment setup and performance evaluation.
- Stored procedures optimization for reporting services.
- Scheduling and subscription of reports
- Database administrator (DBA). During this time I was responsible to maintain review database design. Also executed normal DBA activities like backup/restore, jobs creation, consistency review, locking troubleshooting, performance tuning, etc.
- Code maintenance in Delphi 5.0 and C# of existing product Blueprint. During this time I was responsible to fix defects in the main Console of the product. Areas involved were socket programming, GUI, windows API, and SQL 2005,SSRS

**Environment:** SQL Server 2005 Enterprise Edition, SSRS, Borland Delphi 5.0, C# Web Services, Visual Studio.NET

**2003 to 2006**

**Senior Systems Analyst**

**CUBAN ADVERTISING AGENT ASSOCIATION**

- Designed, implemented, and documented relational database models for processing surveys and observation guides using SQL Server, ACCES, and EXCEL and C# with ASP.NET, SPS
- Software Development of processing surveys system
- The software has been used in several marketing research projects of different companies in the Tourist and Health Tourism industry, Food and Agriculture industry, and the Entertainment and Leisure industry.

**Senior Systems Analyst**

**2003-2006 CIMEX**

- Designed, implemented, and documented relational database models for processing surveys and observation guides in the Marketing Division using SQL Server, ACCES, and EXCEL and VISUAL BASIC.
- Designed and implemented data tier including stored procedures, views and triggers using SQL and Data objects for batch transactions processing.
- Developed software for processing survey. The software has been used in several marketing research projects of different Divisions of the company. Survey and observation guide has been applied in diverse projects, including brand management, brand image, brand loyalty, brand positioning and revenue improvement, customer satisfaction and to launch different kinds of products.
- Technical lead for a web project, a new system as a direct integration web services application and an enterprise wide reporting server supporting clients on Windows platforms.

**Environment:** SQL Server 2000, Borland Delphi, C#. Visual Studio.NET, ASP.NET



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### **Senior Systems Analyst**

**1998-2003**

#### **CEDISAP**

#### **Health Care Management Software Design Company**

- Authored and developed managerial informatics systems at hospitals and primary health care clinics (8 hospitals and 16 clinics of primary health care)
- Designed and developed modules of Admission, Pharmacy, Billing and Accounting and scheduling module for medical services appointment.
- Facilitated and participated in all analysis and design sessions to gather the client specifications for building the system's database architecture and logical and physical hardware architecture.
- Member of a team which developed and implemented a document digitizing process to scan and digitize health care claims received via various print medium. Administered this process on a daily basis. Enhanced and changed the process when needed.
- Created additional server components to the Health Care Computerization Software using the Borland Delphi development system and Microsoft Visual Basic development system to serve as extensions to patient Admission, Pharmacy, Billing and Accounting module and scheduling module for medical services appointment.
- Patient payment processing and check printing, Patient payment report preview and printing.

**Environment:** SQL Server 7.0, Borland Delphi 5.0, Erwin 4.11

### **Programmer Analyst**

**1996-1998**

#### **INEL**

- Analysis, design and programming of systems.
  - Facilitated and participated in all analysis and design sessions to gather the client specifications for building the system's database architecture and logical and physical hardware architecture.
  - Solved end user problems in a production support capacity.
  - Managed a functioning computer lab including maintenance of hardware and Software.
  - Assisted users with hardware, software and general inquiries.

**Environment:** Borland Delphi, Visual Basic, ACCES, PARADOX, DBase





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## Efrain B. Garcia

*SQL Developer*

### CAREER

#### OBJECTIVE

Data Processing Management position with medium or major business firm. Eventual objective is to obtain an executive position related with the computer field. Will relocate.

#### HARDWARE

Sun Microsystems servers to include SPARC 1000 and Ultra Enterprise 3000 and 3500, McDonnell Douglas Sequel and Spirit, Sanyo Icon, Digital Alpha 4100, Dell and Compaq servers, and 100% IBM compatible Personal Computers.

### NETWORK

#### HARDWARE

Penril hubs, modems, and bridges. Digiboard print servers, Cisco switches, hubs, firewall, and routers, Hewlett Packard print servers, PortMaster dial-in server, SonicWall firewalls.

### OPERATING

#### SYSTEMS

Unix, Pick, Unidata, MS-DOS, Microsoft Windows for Work Groups, Windows 95, Windows 98, Windows ME, Windows NT, Windows 2000 Professional, Windows XP, Windows 7, Windows 2000, Windows 2003, and Windows 2008 server editions, and Linux.

### COMPUTER

#### LANGUAGES

Pick Basic, English, PROC, Unibasic, Uniquery, UniSQL, C and Bourne shells, Foxpro for Windows, Visual Foxpro x.xx, Microsoft Access, MS-SQL, Crystal Reports

### COMPUTER

#### KNOWLEDGE

Hands-on knowledge of McDonnell Douglas Systems, Sanyo Icon, Sun Microsystems, and IBM Compatible Computers using Pick, Unix, Unidata, MS-DOS, and Windows Operating Systems.

**Additional Skills:** Installs, replaces, rebuilds and configures CD-ROMS, Motherboards, Memory SIMMS, Hard Disk Drives, Floppy Drives and other peripherals on all IBM Compatible Personal Computers, Dell and Compaq servETWORK

#### KNOWLEDGE

Sun PC-NFS and Solstice, Microsoft Windows NT, Windows 2000, 2003, and 2008 servers, Novell 3.x, using TCP-IP for Local Area



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Miami, FL 3313  
<http://www.MacComputerConsulting.com>

Networks (LAN) and Wide Area Networks (WAN) using VPN, ISDN, DSL, MPLS, and Frame Relay technology. Extensive experience using wIntegrate, Termite, Accuterm, and Telnet communications software for Graphic User Interface (GUI), terminal emulation, file transfers, and conversions.

## EXPERIENCE

*MAC Consulting, Inc.*

*February 2009 to present*

### **Senior IT Consultant**

Management of Information Technology departments for Housing Authorities to include programming, networking, telecommunications, and desktop management. Management of the authorities Housing Management system. Recommendation of all hardware and software procurement. Training of staff on all computer related software to include Microsoft Office and the Housing Management System. Reporting of information to outside agencies as required. Perform other tasks as required.

*Spartanburg Housing Authority*

*May 2003 to December 2008*

### **MIS Director**

Responsible to manage the Information Technology department and ten (10) Neighborhood Networks computer labs to include implementation of hardware and software. Established and procured requirements for computer hardware, software, and supplies. Directed and implemented all Information Technology procedures that related to the Housing Management Software with all department directors. Established all Information Technology procedures in the department to include Disaster Recovery and IT five years action plan. Directed and implemented all computer training for proper use of hardware and software. Developed and implemented all in-house computer programming that related to the Housing Management software. Served as main liaison between outside government agencies and various other entities to provide housing authority's information as required. Managed all security in computer system. Upgraded the authority's network to include all hardware and software to a state of the art network. Supervised a staff of five and also all lab monitors. Performed other duties as assigned.

*Housing Authority of New Orleans* *September 1996 – Dec 2002*

## MIS DIRECTOR

Responsible to manage the MIS Department to include implementation of software and hardware. Established requirements for computer software, hardware, and supplies. Directed and implemented all MIS procedures that related to the





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Housing Management Software with all department directors. Directed and implemented all computer training for proper use of software and hardware. Developed all MIS annual budgets. Developed all in-house programming and procedures. Wrote and maintained the Housing Authority's five years MIS Master Plan. Served as main liaison between all outside Information Services consultants and HANO. Managed all computer security. Managed the Authority's Local Area Network (LAN) and Wide Area Network (WAN). Supervised a staff of nine. Performed other duties as assigned.

*Indianapolis Public Housing*      *July 1992 – August 1996*

**MIS Director**

Responsible to manage the MIS Department implementation of software and hardware. Established requirements for all computer software, hardware, and supplies. Directed and implemented all MIS procedures that related to the Housing Management System software with all department directors. Directed and implemented all computer training for proper use of software and hardware. Developed all MIS annual budgets, all in-house programming and procedures. Wrote and maintained the Housing Authority's MIS Master Plan (Five Years Plan). Served as main liaison between outside Information Services contractors/consultants and the housing authority. Managed all computer security, Local Area Network (LAN), and Wide Area Network (WAN). Supervised a staff of four. Performed other duties as assigned.

*Cincinnati Metropolitan Housing*      *February 1990 – June 1992*

**MIS Director**

Developed, administered, and managed the Authority's Management Information Systems department. Developed plans and supervised the conversion process. Monitored physical installation of hardware and software user procedures, documentation, and testing. Provided in-house training to insure consistency in application and development controls. Established and managed security and control procedures for the performance of hardware, data, and software. Supervised a staff of five. Prepared annual MIS budget. Performed long and short term planning for all MIS related tasks. Served as main liaison between Information Services contractors/consultants and the housing authority. Performed other duties as assigned.

*Tacoma Housing Authority*      *September 1987 – January 1990*

**MIS Manager**

Managed the Housing Authority's Information Systems department. Developed all data processing procedures, maintenance, and operations. Developed, analyzed, and implemented all in-house programming according to management and department needs. Performed other duties as assigned.



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*U.S. Air Force* *March 1983 – March 1987*

**Computer Specialist**

Responsible for all office procedures, personnel records, and in charge of the Computer Section, making and developing programs for the various sections in our organization (i.e. personnel rosters, office management programs, monthly reports, etc.). Development software was Dbase II.

*Vassallo Industries* *June 1978 – January 1983*

**Computer Operator/Programmer**

Served as Computer Operator and Programmer. Developed, tested, and implemented business oriented programs, data entry, inventory stock, and supervised two billing clerks.

**EDUCATION**

*Catholic University of Puerto Rico*

**BACHELOR OF SCIENCE December 1980**

Business Administration (Management) – B Average  
Program included course work in Management, Accounting, Finance, Marketing, and Computer Science.

**LANGUAGE**

Bilingual in Spanish and English.

**REFERENCES**

References will be furnished on request.



## **Ana Martinez – Project Management and Solution Developer**

### **MAC Computer Consulting:**

#### **Project Management and Solution Developer    2010-Present**

- Implemented Agile Methodology for PHCD IT department Elite 2.0 Upgrade Project
- Agile Coach
- Acting Scrum Master
- Visual Studio Team Services - Project Setup/Implementation (Agile)
- Project Management
- SQL Management Studio - Reports Development
- Visual Studio - Reports Development
- Development of New Payroll Interface automated through Elite (WIP) (PICK OS & SQL)
- Development of Payroll Interface from CCS to Elite (2016) (PICK OS)
- Development of FPL Energy Cap from CCS to Elite (2013) (PICK OS)
- Development of Automated FPL Energy Cap to Elite with new Financial Conversion (2016)
- Begin review/testing for Development of WASD Conversion to Energy Cap
- Crystal Reports – All letter writing
  - ❖ Implemented in Elite System Documents
  - ❖ Implemented in Elite System Batch Correspondence
- Development and Maintenance of Monthly Performance Report (MPR)
- Development of Reasonable Accommodation Request Module (CCS)
- Development of Update to Payroll Module (CCS)
- CCS PICK Development/Support (Legacy System)
  - ❖ Continued support- access of previous records for legal and/or audit
- Conversion of Previous CCS Legacy system to Elite (2013)
  - ❖ Conversion Analysis/Process/Testing/Implementation
  - ❖ Data Extractions
  - ❖ Analysis of Existing CCS Reporting
  - ❖ Redevelopment of Reporting in new Programming under SQL Management Studio
  - ❖ Analysis of Existing CCS Letter generation
  - ❖ Redevelopment of Letters in new Programming under Crystal Reports
- Conversion of Previous CCS Financials/PO/WO to Elite (2016)
  - ❖ Data Extractions
  - ❖ Reporting
  - ❖ Support
- HUD & Section 8 – data extractions/reporting
  - ❖ Reporting/Letters for NanMcKay
- Documentation
- Training

### **Previous Engagements:**



M.A.C. Computer Consulting, Inc  
495 Brickell Avenue Suite 2301  
Miami, FL 3313  
<http://www.MacComputerConsulting.com>

**(1999-2010) - MAC Computer Consulting Co.**

**Chicago, IL.**

- Public Housing
- Section 8

**Prior to 2010:**

**City of Opa Locka**

**Opa Locka, FL**

- Public Housing

**Dufry America**

**Miami, FL.**

- Duty Free
- Customs Inventory

**Weitnauer, Inc.**

**Miami, FL**

- Inventory
- Import/Export

**Pearl Art & Craft**

**Ft. Lauderdale, FL**

- Inventory
- Sales

**PickCoders LLC**

**Miami, FL.**

- Automotive

**CDK Global Automotive**

**Portland, OR**

- Automotive

**World Currency Traders**

**Coral Gables, FL.**

- Finance

**Vinplus Co.**

**Coral Gables, FL.**

- Automotive

**Maroone Chevrolet of Miami**

**Miami, FL.**

- Automotive

**Headquarter Toyota**

**Miami, FL.**

- Automotive

**Holman Auto Group**

**Ft. Lauderdale, FL**

- Automotive

**King Automotive Group**

**Ft. Lauderdale, FL**

- Automotive

**InstaCheck, Inc.**

**Miami, FL**

- Check Cashing Software

**Carink**

**Coral Gables, FL**

- Automotive

**Prior to 1998:**

**CAC-United Healthcare**

**Coral Gables, FL**

- Healthcare

**Penn General Service Corp.**

**Southfield, MI**

- Healthcare

**CGData Corp.**

**Coral Gables, FL.**

- Healthcare





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## **EDUCATION**

---

1982-1985	Bachelor's in Computer Sciences <b>Barry University</b> <ul style="list-style-type: none"><li>• Graduated Magna Cum Laude</li></ul>
2018	Agile Industry Certification (In Process)
2014	Agile Methodology Client Certification
2005	Inventory Sales Application Client Certification
2001	Board Member (OSDA-Open Systems Database Association)
2000	Member of "Who's Who Among IT Professionals"
1990	HIAA Group Life and Health Insurance Certification
1994	HP-UX System Admin for Application Users
1987	Unix/Basic Certification

### Approach:

Our approach to writing reports begins with a meeting between our business analyst and HCD's in-house IT staff and directors to: (a) gather report requirements and translate to technical requirements (b) share best practices in relation to the Elite software and (c) conduct the testing and user acceptance of the reports. Our business analyst's in-depth knowledge of Yardi, coupled with our extensive housing experience, makes the process more effective and efficient. We are able to identify existing Yardi reports that may be able to satisfy the authority's needs and save money. We are also able to discuss the purpose and audience of the report, which helps us recommend additional fields, filters, and parameters. Every report request is evaluated to determine if the report is a good candidate for menu placement, reporting services, batch correspondence, one-time adhoc output, Excel exports, and/or graphical representation.

MAC has a team of Crystal report writers and SQL developers who are familiar with the Yardi data structure. This team is currently responsible for delivering custom reports to numerous housing authorities running Yardi, including Chicago Housing Authority. Our team has over 5 years of report writing experience in Elite and is familiar with the front and back end of the product. We offer application and technical support to housing authorities of all sizes using the Elite software and have partnered with by Emphasys to write reports for Miami-Dade and Puerto Rico.

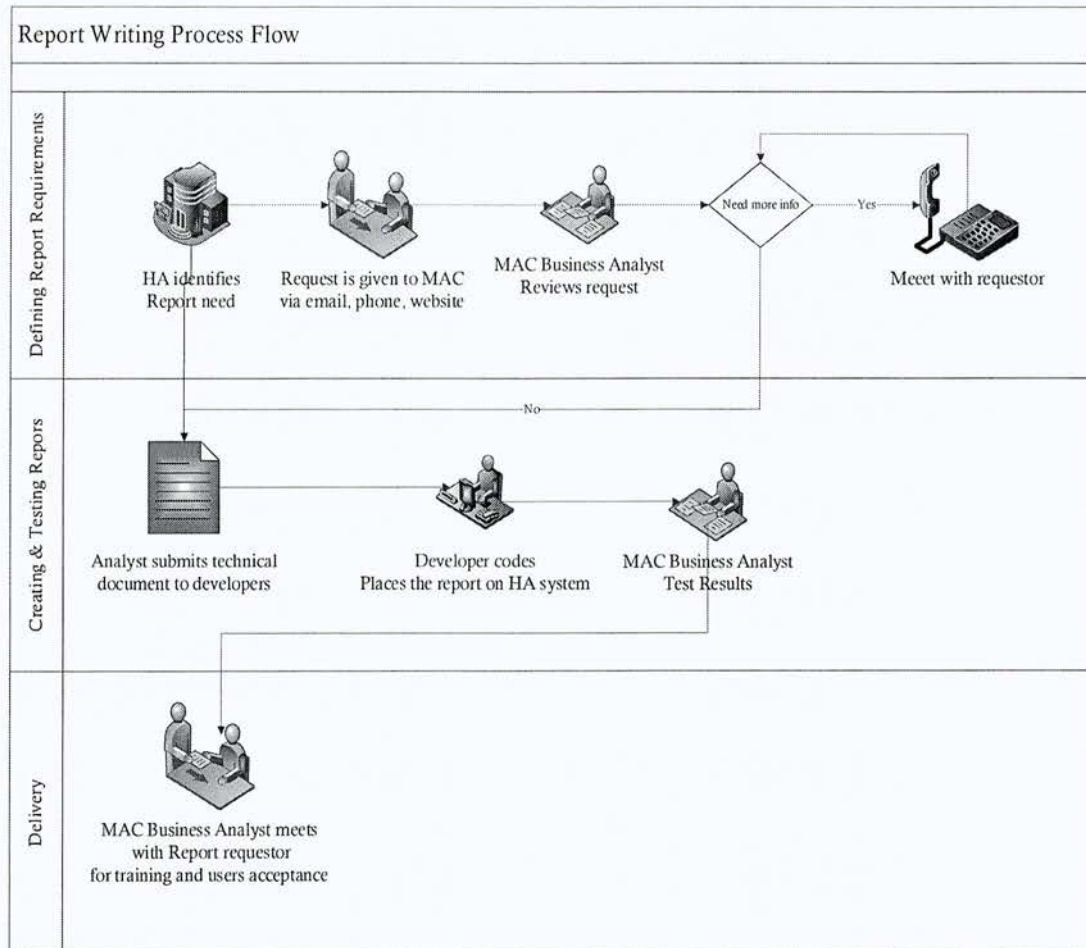
In addition to Crystal and SQL reports, MAC will employ the use of Microsoft Reporting Services. This will allow us to deliver management, production, and performance reports on a regular basis using the schedule utility available for SQL databases. This product delivers the report on an easy-to-use tool that allows the user to employ filters, sorting, and other data management tools. This tool also allows the user to export the reporting results to Excel, PDF and HTML formats.

MAC will review the existing documentation for any custom modifications to determine if the modifications meet the original HCD request and its intended purpose. Whenever possible, we will test the modifications in the test environment to insure the expected behavior and results are achieved. If source code is available, MAC will also review the source code.

Following completion of the report and internal testing, our business analyst will set up a virtual meeting with the report requestors to show them where to find the results and verify it meets their needs. This last step in the process, which we refer to as "user acceptance," is key in assuring user satisfaction and quality control.



Below is a diagram of our process.



APPROACH



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## APPROACH



**Customer**

Puerto Rico Public Housing Authority (PRPHA) – Online Payment Processing

The agency needed to develop an online tool for residents to pay their rent and other related charges. The purpose was to allow residents to use multiple payment methods including credit cards and debit cards and electronic checks. The site had to use Banco Popular's payment process engine and real-time updates to the existing Yardi tenant ledger. The site needed to be created in both English and Spanish.

**Overview**

MAC provided a website connected to the agency's home page. This page manages user authentication through the user's Tenant Portal credentials. Upon authentication, the application applied a series of business rules to: (a) determine minimum payment allowed, (b) distribute payments according to priorities, (c) process overpayment, and (d) reacts to tenants' account status. The application then transports the information and to Banco Popular's site to process the actual payment. After successfully completing the transaction, the application emails the user a receipt of payment and creates an unposted receipt in Yardi. At the end of the day, following the bank's closing rules, the application will close the batch and create a new batch for next day's activity. This applications uses direct connectivity to the Yardi database and a series of webservices and APIs to connect to Banco Popular.

Budget \$78,000 (delivered just under \$75,000)

Projected Timetable 4 months – Actual delivery 21 weeks

**Project Scope**

- Requirement gathering
- Solution design
- Presentations to stakeholders for acceptance
- Communication and coordination with bank's technical team
- Application development
- User testing
- Conducting pilot program
- Deploy solution to go-live

**Key Personnel**


Miguel Morales (project manager)


Vivian Hevia-Pavon (SQL Developer)

Rafael Sanchez (Web design and integration services)

**Solution**

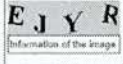
In an effort to efficiently manage traffic between multiple sites, our application created a series of SQL tables in Yardi that were responsible for keeping track of the users, transactions statuses, and progress of the workflow. In addition, new reports were created to assist with the daily bank posting and daily closing of the batches. The application was delivered under budget, maintaining initial schedule with 40% project redesign caused by bank's requirements. The application has been in production for a couple of months.



**GOBIERNO DE PUERTO RICO**  
GOVERNMENT OF PUERTO RICO


**VIVIENDA**  
DEPARTAMENTO DE LA VIVIENDA

**Administración de Vivienda Pública (Dpto. Vivienda)**

**Instrucciones**

**Autenticación**  
  
  
  
Information of the Image

  
 Departamento de la Vivienda  
 Portal de Servicios al Residente  
 Administración de Vivienda Pública

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### Challenges/Risks

*Issue:* Banco Popular was in the process of a major software upgrade and deployment. This required us to create a solution that would be compatible with the old and new version of their payment processing engine.

*Strategy implemented:* MAC established on-going and clear communications with the bank technical team in charge of the new development, while complying with the current version of the application. By having weekly and sometimes ad-hoc meeting with the team, we were able to resolve issues early in the development, avoiding delays and cost overruns.

### Conclusion

Although it is too early to measure any increase in collections or cost reduction, our client reports the site has been well received.



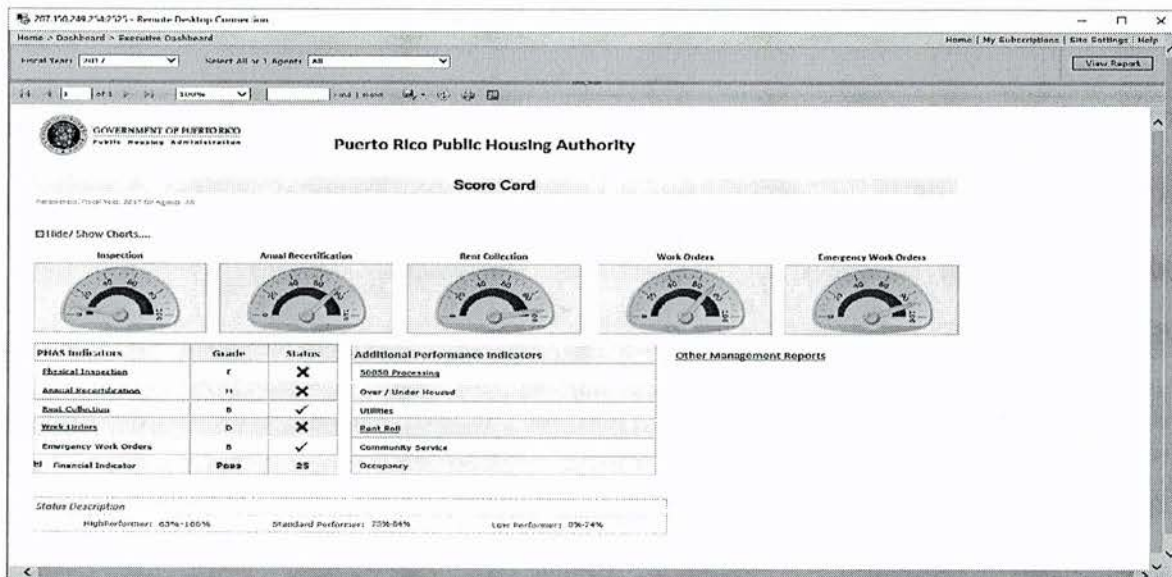
## Customer

### Puerto Rico Public Housing Authority (PRPHA) – Performance Dashboards

The agency needed an operational dashboard with metrics updating in real-time showing key performance indicators (KPIs) from multiple data sources into more manageable chunks of visual information that pin-point areas for improvement. The tools would be designed to monitor the health and compliance of the agency by specific areas.

### Overview

MAC developed a SSRS dashboard solution to gather information from multiple modules and visually represent KPIs, which were defined by the Agency, Management Agents and HUD. The application's main page shows a simulated score card with easy-to-read gauges measured in colors: Red (problem area), Yellow (preventive action needed) and Green (within acceptable range). Every area has drill-downs attached to the links in blue for greater detail. The tool allows the user to select the year and area (agent) to show.



Budget \$91,000 (delivered just under \$64,000)

Projected Timetable 12 months – Actual delivery 11 months 2 weeks

### Project Scope

- Requirement gathering
- Solution design
- Presentations to stakeholders for they evaluation and acceptance
- Communication and coordination with department heads
- Application development
- User testing
- Deployment and security

- Deploy solution to go-live

## Challenges/Risks

*There were minor issues related to different interpretations of how to measure KPIs by agency personnel. The issues were quickly resolved by consulting existing CFR, HUD handbook, agency ACOP and Management Agent contract language.*

## Key Personnel

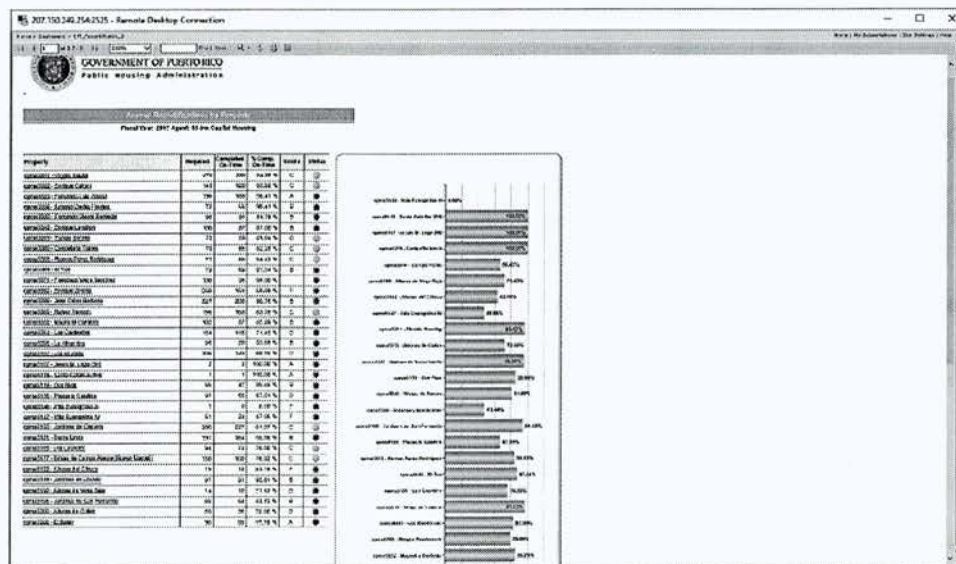
- Miguel Morales (project manager)
- Vivian Hevia-Pavon (SQL Developer)

## Solution

The solution was designed around its objective to clearly show the status of the KPIs. The solution had the following priorities:

1. Data Transparency - Users are able to see data on the aggregate as well as detail level. This maintains transparency and helps them reconcile with original data source(s).
2. Access to Data – access to data is granted based on active directory rules and Yardi “property” constraints. Data can be exported to Excel and PDF. Private data such as date of births, full address and social security numbers are never shown.
3. Better Decision Making – the ability to compare performance by agent, by region, by development allows management to easily identify low performing areas to address and high-performing areas to use as models.
4. Accountability – By making the dashboards visible throughout the agency, they now hold different departments and contractors accountable.

## Sample of a drill-down page



## Conclusion





## Past Performance

Although it is too early to measure any increase in collections or cost reduction, our client reports the site has been well received.

## Customer

Phoenix Housing Authority/ Quadel Consulting

The agency needs is transitioning from Visual Homes to Emphasys Elite and needs to convert all applicant, tenant, and landlords correspondence to the new system.

## Overview

MAC reviewed existing letters in all areas and classified them by area and type. Some letters were good candidates for mass generation, such as appointment or inspection results letters. Others were better suited for single letter generation, as is the case for contract termination and waitlist cancellation letters. MAC also identified letter packages (e.g., annual reexam and admissions), which included multiple letters according to the family's income sources, ages, medical deductions, and employment situation. There were over 200 letters coded, tested, and presented to the users for acceptance.

Budget \$78,000 (delivered on budget)

Projected Timetable 2 months – (delivered on time)

## Project Scope

- Requirement gathering
- Solution design
- Presentations to stakeholders for they acceptance
- Application Development
- User testing/Acceptance
- Deploy solution to go-live

## Key Personnel

Diana Cenci (SQL Developer)

Ana Martinez (Project Manager and SQL Developer)

## Solution

The solution was developed using Crystal Reports with complete integration with Emphasys Elite. The users were able to generate single and multiple letters using existing menu functionality. In addition, letters identified by the stakeholders and critical correspondence were automatically attached and logged in the tenants, applicant, or landlord virtual files.

## Challenges/Risks

*The biggest challenge was to maintain users focus and attention during a period of system migration, training, and procedure changes. To decrease the risk, MAC was included as part of the transition/migration team. This allow us to see the bigger picture and take advantage of time-windows, maximizing our efficiency while not over taxing the users during a stressful time.*

## Conclusion

All letters were completed prior to the conversion and in time to be included in the user training.



CHICAGO HOUSING AUTHORITY  
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Bidder/Proposer Name: M.A.C. Computer Consulting Inc.  
Bidder/Proposer Address: 495 Brickell Avenue #2301

Miami, FL 33131

IFB/RFP NUMBER:

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

Instructions:

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

The undersigned Miguel A. Morales as President  
(Name) (Title)

and on behalf of M.A.C. Computer Consulting Inc. ("Contractor") having been duly  
(Business Name)

sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

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

Bidder/Proposer is a: ☒ Corporation ☐ Sole Proprietor  
(Check One) ☐ Partnership ☐ Not-for-Profit Corporation  
☐ Joint Venture ☐ Other

CHICAGO HOUSING AUTHORITY  
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Average Annual Sales - Last 3 years: 815,697

Current Net Worth: 114,000 Date Business Started Feb 2000

SECTION 1. FOR PROFIT CORPORATIONS

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

NAME (Print/Type)	Title (Print/Type)	Name (Print/Type)	Title (Print/Type)
<u>Miguel A. Morales</u>	<u>President/Treasurer</u>		
<u>Carlos R. Abril</u>	<u>V President/Secretary</u>		

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

NAME (PRINT/Type)	Address	Ownership Interest
<u>Miguel A. Morales</u>	<u>495 Brickell Ave #2301</u> <u>Miami, FL 33131</u>	<u>100</u> %
		%
		%
		%

- e. Is the corporation owned partially or completely by one or more other Corporations?  
YES [☐] NO [☒

- f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10%



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

**CONTRACTOR'S AFFIDAVIT**

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

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

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

**SECTION 2. PARTNERSHIP**

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

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

*NONE*

**SECTION 3. SOLE PROPRIETORSHIPS**

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary: YES [ ] NO [ ]  
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee (s), indicate the principal(s) for whom the agent or nominee holds such interest.
- NONE*

CHICAGO HOUSING AUTHORITY  
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

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

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

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SECTION 4. NOT-FOR-PROFIT CORPORATIONS

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

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

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

N/A

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



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

**CONTRACTOR'S AFFIDAVIT**

**II. CONTRACTOR CERTIFICATION**

**A. CONTRACTOR'S ANTI-COLLUSIVE AFFIDAVIT**

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



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

**CONTRACTOR'S AFFIDAVIT**

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

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

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

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



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

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

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

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



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

III. STATE TAX DELINQUENCIES

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

1. ✓ Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting such delinquency in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. N/A 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. N/A Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above 1.
1. 65 ILCS 5/11 - 42.1 - 1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax



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administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the CHA may enter into the contract if the CHA's Operating Officer determines that:

- 1) the contract is for goods or services vital to the public health, safety, or welfare; and
- 2) the CHA is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

**IV. PUNISHMENT**

A Contractor or subcontractor who makes a false statement, material to Section II (A) and (B) of this certification commits a 3 class felony. 720 ILCS 5/33e-11(B). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the Contractor and allows the CHA to recover all amounts paid to the Contractor under the contract in a civil action. 65 ILCS 5/11-42.1-1.

**V. CERTIFICATION REGARDING SUSPENSION AND DISBARMENT**

- A. The Contractor certifies to the best of its knowledge and belief, that it, its' principles and any subcontractors used in the performance of this contract:
1. Meet the Agency requirements and have not violated the City or Sister Agency policy, codes, state, federal, and or local laws, rules or regulations and have not been subject to any debarment, suspension, or other disciplinary action by any government agency. Additionally, if any time the contractor becomes aware of such information, it must immediately disclose it to the Agency.
  2. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, state or local government or agency;
  3. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

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4. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in Section II (A) (1) above; and
  5. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.
- B. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach a detailed factual explanation to this certification.
- C. If any subcontractors are to be used in the performance of this Contract, the Contractor shall cause such subcontractors to certify as to paragraph of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach a detailed factual explanation to this certification.

**VI. EPA CONTRACTOR LISTING**

- A. Bidder/Proposer/Contractor shall comply with all applicable standards, orders and/or requirements established by and/or pursuant to:
1. The Clean Air Act (42 U.S.C. 4701 et. seq.), as amended;
  2. The Clean Water Act (33 U.S.C. 1251 et. seq.), as amended;
  3. The Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act (RCA) of 1976 (42 U.S.C. 6901, et. seq.), as amended;
  4. The Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et. seq.), as amended;
  5. Occupational Safety and Health Administration (OSHA) regulations, and any amendments thereto;
  6. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 U.S.C. 9601 et. seq.), as amended;
  7. Illinois Environmental Protection Agency regulations, as amended;



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8. Illinois Department of Labor regulations, 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.

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- C. The undersigned shall require that the language of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or more than \$100,000 for each such failure.

**VIII. CERTIFICATION OF NONSEGREGATED FACILITIES**

As used in this Affidavit, the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this Affidavit is submitted as part of a bid or proposal, the term "Contractor" shall be deemed to refer to the Bidder or proposer, or subcontractor or supplier. This Affidavit shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this Affidavit is in effect. The undersigned Contractor certifies the following to the CHA

- A. **REPORTS:** Within thirty (30) days after CHA award to the Contractor of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Contractor shall file Standard Form 100, entitle "Equal Employment Opportunity Employer Information Report EEO" in accordance with instructions contained therein, unless the Contractor has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
6. **PRIOR REPORTS:** If the Contractor has participated in a previous contract or subcontract subject to Equal Opportunity Clause (41 C.F.R. Sec 60-1.4(a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.



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**CERTIFICATION OF NONSEGREGATED FACILITIES:** The Contractor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the IFB or RFP. As used in this certification, the term "segregated facilities" means waiting room, waiting area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of Contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that the CHA will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.** A certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001).

7. The Contractor certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO regulations.

**NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS/PROPOSALS IS PRESCRIBED IN 18 U.S.C. 1001.**

**IX. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

Yes       ✓       No



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

Yes ✓ No \_\_\_\_\_

**X. DAVIS - BACON CERTIFICATION**

- A. By the submission of this Affidavit, the Contractor hereby certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government or the CHA by virtue of Section 3(a) of the Davis-Bacon Act (29 CFR 5.12 (a) (1)).
- B. No part of the Contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded Contracts by the United States Government or the CHA by virtue of Section 3 (a) of the Davis-Bacon Act (29 CFR 5.12 (A) (1)).
- C. Furthermore, the Contractor hereby certifies that the information contained in this Affidavit and representation, are accurate, complete and current. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**XI. SECTION 3 CERTIFICATION**

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

**XII. INCORPORATION INTO CONTRACT AND COMPLIANCE**

The above certifications set forth in this Contractor's Affidavit shall become part of Contract No. 2142 and incorporated by reference as if fully set forth therein. Further, the Contractor shall comply with these certifications during the term of the Contract.



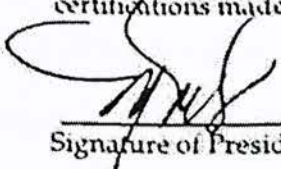
CHICAGO HOUSING AUTHORITY  
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XIII. ETHICS POLICY

The Contractor hereby certifies that it shall comply with all the applicable provisions of the CHA's Ethics Policy adopted by the CHA Board on June 2004, 95-11UD-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

Miguel A. Morales  
Name of President or Authorized Officer

President

Title

786 202-8116

Telephone Number

State of Florida

County of Dade

Signed and sworn to before me this 18 day of August, 2019  
by

Miguel A. Morales (Name) as President  
(Title) of \_\_\_\_\_ (Contractor)

Notary Public Signature







# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.



(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

## 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

## 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

## 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]



# Certifications and Representations of Offerors Non-Construction Contract

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

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

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

## 1. Contingent Fee Representation and Agreement

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

- (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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers represents and certifies as part of its bid/offer that it:

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

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

(Check the block applicable to you)

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

## 3. Certificate of Independent Price Determination

(a) The bidder/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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 & Date:

Miguel A Morales

Typed or Printed Name:

President

Title:



# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Office of Labor Relations  
OMB Approval No. 2577-0157 (exp. 1/01/2014)

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

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

in the classification under this Contract from the first day on which work is performed in the classification.

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

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of



- Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;
- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
  - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any



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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

#### **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

#### **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.



**EXHIBIT B**

**Work Plan/Statement of Work**



# CERTIFICATE OF LIABILITY INSURANCE

**APPROVED**

By doropeza at 3:50 pm, Dec 20, 2019

12/20/2019

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

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

<b>PRODUCER</b> Miller & Assoc. Ins. Group Inc 2881 East Oakland Park Blvd. Fort Lauderdale, FL 33306	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 954-315-1748	<b>FAX (A/C, No):</b> 954-315-1747
<b>INSURED</b> M.A. C. Compter Consulting Inc 495 Brickell Ave., Ste 2301 Miami, FL 33131	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Travelers Indemnity Co.	
	<b>INSURER B:</b> Hartford Insurance Co.	
	<b>INSURER C:</b> ACE USA	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
<b>NAIC #</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	84 SBM VN1720 SA	03/15/2019	03/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB4081T900	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	<b>Professional Liabi</b>		G24974637001	03/15/2019	03/15/2020	Each Act 1,000,000 Aggregate 2,000,000

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

Certificate holder is included as additional insured, General Liability policy is on a primary and non-contributory basis as required by contract.

**CERTIFICATE HOLDER****CANCELLATION**

Chicago Housing Authority  
60 E. Van Buren  
Chicago, IL 60605

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE