



INVITATION FOR BID ("IFB")

The Chicago Housing Authority (hereinafter "the CHA" or "the Authority") invites qualified firms/organizations ("Bidder") to submit sealed bids for the below described IFB.

IFB EVENT NO. 2851 (2020) DELL LATITUDE 7210 2-IN-1 LAPTOP COMPUTERS

RELEASE DATE: Saturday, June 27, 2020
BID OPEN DATE AND TIME: Monday, July 27, 2020 at 11:00 AM CST

BID SUMMARY

Bidder's Name: CDW Government LLC
 Contact Name: Meagan McKone
 Address: 230 N. Milwaukee Ave.
 City/State/Zip: Vernon Hills, IL 60061
 Phone Number: 866.245.8102
 Fax Number: 312.705.9402

Bid in whole dollars only

Bidder must bid on all items or the Bid may be deemed non-responsive.

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

CDW Government LLC

(Signature)

Matt Flood

(Print Name)

(Contractor's Name)

Supervisor-Proposals

(Title)

7/23/2020

(Date)

Tracey Scott
Chief Executive Officer

Sheila Johnson
Deputy Chief Procurement Officer

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ATTACHMENTS:

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ATTACHMENT C.....	INSURANCE REQUIREMENTS
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KEY INFORMATION

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

Anna Epps, Senior Procurement Specialist
Chicago Housing Authority
60 East Van Buren Street, 13th Floor
Chicago, Illinois 60609
Telephone: (312) 786-3420
Email: aepps@thecha.org
2. **Questions may be submitted through CHA Supplier Portal or in writing to the Procurement Specialist as shown below by no later than 1:00PM (CST) on Monday, July 13, 2020.** Questions received with regards to this solicitation after the deadline shown above will likely be unanswered. The Authority reserves the right, at its sole discretion, to respond to questions received after the deadline.
3. **PRE-BID MEETING** Date, Time, and Location: **Thursday, July 9, 2020** at 11:00 AM, Chicago Housing Authority, 60 East Van Buren Street, Chicago, IL 60605. *CHA strongly encourages all interested firms to attend the pre-bid conference where among other topics an overview of Section 3 will be discussed.*
4. **BID OPENING:** Date and Time: Monday, July 27, 2020 at 11:00 AM (CST)
5. **ELECTRONIC SUBMISSION:** Sealed bids may be submitted electronically via the CHA Supplier Portal at: <https://supplier.thecha.org>, Electronic bid submissions only require one submittal. Each Submittal section of the electronic bid shall be labeled and separated into a different file as described in Section II. Instructions for Bidders. **FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED.**

There is no 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.
6. **MANUAL SUBMISSION:** The CHA is currently not accepting manual submissions. Until further notice, electronic submission will be the only form of submissions accepted by the CHA.
7. **ADDENDA:** Any interpretations, corrections, or changes to the solicitation will be made by addenda issued by the CHA. Any addenda that are issued will be provided to prospective Bidders and posted on the CHA's website at: www.thecha.org. It is the responsibility of the Bidder to inquire of the issuance of any addenda. Respondents shall acknowledge receipt of all addenda in the Invitation for Bid document. If the CHA determines this solicitation should be modified, it will inform all prospective Bidders by distributing addendum/addenda to this solicitation before the date set for receipt of bids. The CHA reserves the right to issue Addenda to correct, modify and amend this Invitation for Bid. Bidders shall acknowledge receipt of all Addenda below.

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA:

Number	1	2				
Dated	<u>July 7, 2020</u>	<u>July 15, 2020</u>				

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I. SCOPE OF SERVICES

The Chicago Housing Authority (CHA) is seeking bids from qualified vendors to provide Dell Latitude 7210 2-in-1 laptop computers. Substitutes will not be accepted.

Description	SKU	QTY
Dell Latitude 7210 2-in-1		500
Dell Latitude 7210 2-in-1 XCTO	210-AURQ	
10th Generation Intel Core i7-10610U (4 Core, 8MB Cache, 1.80GHz,15W, vPro Capable)	379-BDYC	
Win 10 Pro 64 English, French, Spanish	619-AHKN	
No Autopilot	340-CKSZ	
Microsoft(R) Office 30 Days Trial	658-BCSB	
10th Generation Intel(R) Core (TM) i7-10610U and 16GB memory	338-BUNM	
Intel vPro Technology Advanced Management Features (for vPro CPU, vPro Capable)	631-ACLO	
16GB LPDDR3 2133MHz	370-AESY	
M.2 256GB PCIe NVMe Class 35 Opal 2.0 Self Encrypting Solid State Drive	400-BIHP	
12.3" FHD (1920 x 1280) Touch Anti-Glare Anti-Smudge with DX glass	391-BEZN	
No Additional Keyboard	580-ABIS	
Wi-Fi 6 AX201 Driver	555-BFOW	
Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1	555-BFNI	
Latitude 7210 2-in-1 with FPR/uSIM, without SmartCard/NFC	320-BDQM	
Qualcomm Snapdragon X20 LTE (DW5821E)	556-BCGR	
IR Camera	319-BBHK	
2 Cell 38Whr Express Charge Capable Battery	451-BCLQ	
ES 65W type-C PCR EPEAT, Chicony	492-BCWX	
No Anti-Virus Software	650-AAAM	
OS-Windows Media Not Included	620-AALW	
ES US Power Cord	450-AAEJ	
Quick Reference Guide	340-CPHH	
US Order	332-1286	
No Carrying Case	460-BBEX	
No Docking Station	452-BBSE	
Safety/Environment and Regulatory Guide (English/French Multilanguage)	340-AGIK	
Custom Configuration	817-BBBB	
Regulatory Label for WLAN AX201NGW+WWAN	389-DUNU	
Dell Support Assist OS Recovery Tool	658-BEOK	
Dell Optimizer	658-BEQP	
Non-Microsoft Application Software	658-BESP	
FPC DOCK Cable	320-BDWT	
Mix Model Packaging	340-CQBD	
Intel Core i7 vPRO Label for CML-U	389-DULM	
No Option Included	340-ACQQ	
No Mouse	570-AADK	
No Resource DVD/ USB	430-XXYG	
ENERGY STAR Qualified	387-BBIT	
BTO Standard Shipment (VS)	800-BBQK	
No UPC Label	389-BCGW	
EPEAT 2018 Registered (Gold)	379-BDZB	
Dell Limited Hardware Warranty Plus Service	807-7362	
Onsite/In-Home Service After Remote Diagnosis 3 Years	807-7366	
Configuration Services - Custom, Color Asset Tag - System	366-0332	
Configuration Services - Custom, Image Load	366-0330	
Dell MS116 Wired Mouse and Keyboard Combo	203-BBGT	500

Dell Dock- WD19 90w Power Delivery - 130w AC

500

Dell Dock- WD19 90 PD	210-ARIO
Advanced Exchange Service, 3 Years	824-3984
Dell Limited Hardware Warranty	824-3993

Dell Latitude 7200 2-in-1 Keyboard

500

Keyboard for the Latitude 7200, US English, Customer Kit	580-AIBC
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Dell Pro Briefcase 14 (PO1420C)	460-BCMO
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500

SI# CSSX02 Dell 24 Monitor P2418HZm

500

Dell 24 ICM Monitor - P2418HZm	210-ANME
Dell Limited Hardware Warranty	814-5380
Advanced Exchange Service, 3 Years	814-5381
CFI Titan Code for CFI FIDA or Bypass SI	364-1846
CFI,Information, Validation, Select Any Microsoft OS	364-4107
CFI Routing SKU	365-0257
Configuration Services - Custom Color Asset Tag - System	366-0313
CFI,Information Client, Only	371-0941
CFI,Information,Periphprep	374-6793
CFI,Information, CSRouting, Eligible, Factory Install	375-3088
CFI,INFO,LBL, MED, COLOR, FACTORY INSTALL	381-6046

SI# CSSX02 Dell 24 Monitor - P2419H

500

Dell 24 Monitor - P2419H	210-AQDX
Dell Limited Hardware Warranty	814-5380
Advanced Exchange Service, 3 Years	814-5381
CFI Titan Code for CFI FIDA or Bypass SI	364-1846
CFI,Information, Validation, Select Any Microsoft OS	364-4107
CFI Routing SKU	365-0257
Configuration Services - Custom Color Asset Tag - System	366-0313
CFI,Information Client, Only	371-0941
CFI,Information,Periphprep	374-6793
CFI,Information, CSRouting, Eligible, Factory Install	375-3088
CFI, INFO, LBL, MED, COLOR, FACTORY INSTALL	381-6046

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INSTRUCTIONS FOR BIDDERS

II. BID SUBMITTAL REQUIREMENTS: The Bid Submittal must include the following documents:

- A.** These BF Pages and other documents in the following form:
- i. **Enter his/her firm's name** in the space provided on Page BF/1 of this Specification; and
 - ii. **Submit ONE (1) original and ONE (1) copy**, of the "Bid Submittal" form comprising all BF pages (including the Bidder's completed BF pages for Sections VII and VIII). PLEASE NOTE: Each BF Page **within both copies** shall bear an original (not photocopied) signature; and
 - iii. **Submit ONE (1) ORIGINAL** of all required M/W/DBE and Section 3 documents; and
 - iv. **Submit ONE (1) ORIGINAL** of all other required bid documents; and
 - v. Acknowledge on Page BF/4 receipt of any Addenda issued.

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

- B. BUSINESS LICENSE and PERMIT:** The successful bidder(s) shall obtain and pay all permits (if applicable), certificates, and licenses required and necessary for the performance of the work specified herein. Furthermore, they shall post all notices required by law, and shall comply with all laws, ordinances, and regulations which may affect their performance.
- C. FINANCIAL STATEMENT:** The Respondent/Financially Responsible Party shall demonstrate its financial responsibility by submitting the most recent two years of audited, reviewed or compiled financial statements prepared by a third party licensed Certified Public Accountant (CPA). Listed below are the minimum acceptable required documents based upon the amount of the procurement:

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

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

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

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

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

- Financial Statement Footnotes

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

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

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

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

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

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

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

III. BID PREPARATION AND WITHDRAWAL OF BIDS BEFORE BID OPENING

A. PREPARATION OF BIDS:

- CHA FORMS and DOWNLOAD:** Bids must be submitted on the forms furnished by the CHA or on copies of those forms and **must be manually signed**. The person signing a bid must initial each erasure or change appearing on any bid form. To facilitate the solicitation process, many of the standard CHA documents are now available for download at: <https://www.thecha.org/doing-business/forms-and-documents>;
- The bid forms may require Bidders to submit bid prices for one (1) or more items on various bases, including lump sum bid, alternate prices, unit prices, change order pricing of construction, or any combination

thereof;

- iii. If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, Bidders should insert the words “no bid” in the space provided for any item on which no price is submitted; and
- iv. Alternate bids will not be considered unless this solicitation authorizes the submission.

- B. **WITHDRAWAL OF BIDS:** No bid shall be withdrawn for a period of **one hundred eighty (180) calendar days** after the opening of bids without the consent of the CHA.
- C. **TAX:** This bid shall **not** include charges for the Illinois Retailers’ Occupational Tax (so called “Sales Tax”) on direct sales to the CHA or on any material incorporated into or becoming part of the work; federal excise taxes; or federal transportation taxes. The CHA will provide all contract awardees with a tax Exemption Certificate.
- D. **FALSE STATEMENTS IN BIDS:** Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.
- E. **REQUESTS FOR INFORMATION:** Bidders shall only communicate with the CHA’s Department of Procurement and Contracts regarding this IFB and the bid to be submitted in response to this IFB. These questions will be answered individually or, if applicable, to all potential Bidders, in the form of an addendum to the IFB, if the CHA determines that a revision to the IFB is warranted. All technical questions and Requests for Information (RFIs) regarding this IFB must be submitted through the CHA Supplier Portal. Telephonic, oral, or any other means of communication of relaying questions shall not be answered. If an answer is inadvertently or otherwise provided to a question other than as specified in this section, it is expressly understood that the answer is not binding in any way on the Authority.

IV. BID OPENING AND REVIEW OF BIDS

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

V. AWARD: Contract Award – Sealed Bidding

- A. The CHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible Bidder whose bid, responsive and conforming to the solicitation, will be most advantageous to the CHA, considering the Lump Sum Base Bid Total and the price-related factors specified elsewhere in the solicitation.
- B. The CHA may waive informalities or minor irregularities in bids received.

- C. The CHA may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.
- D. The CHA may reject a bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the CHA even though it may be the low evaluated bid, or it is so unbalanced as to be tantamount to allowing an advance payment.
- E. **The CHA reserves the right to reject any and all bids, or to reissue or withdraw this Invitation for Bid in the event that competition is deemed inadequate or that it is otherwise deemed to be in the best interest of the CHA. In such instances, the CHA reserves the right to seek procurement by means of non-competitive negotiation.**
- F. No Awards may be made to a contractor or firm that is on the list of contractors' ineligible to receive awards from the Authority or the United States, as furnished by HUD.
- G. The Bidder to whom the award is made will be notified as soon as practicable after the Authority approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
- H. If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Chicago Housing Authority with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.
- I. Upon award of Contract, the Authority will process the Contract for final execution

VI. NOTICE TO PROCEED: Following execution of the Contract and the Contractor's delivery of all information and documents required by the Contract Documents and otherwise reasonably required by the CHA's Department of Procurement and Contracts, the CHA will issue a Notice to Proceed (NTP) to the Contractor, which will set forth the date(s) for the official commencement of the Work described in this IFB and in the Contract Documents. Upon issuance of the NTP, the CHA will contact the Contractor for the start of the required Work.

VII. TYPE OF CONTRACT(S) AND CONTRACT REQUIREMENTS

- A. **TYPE OF CONTRACT(S):** In selecting the lowest responsive and responsible bidder(s), the CHA will examine which bidder(s) offers the lowest responsive and responsible Firm Fixed Rate Total among other criteria. The CHA anticipates awarding a **Firm Fixed Rate contract** under this solicitation.
- B. **TIME FOR PERFORMANCE:** Services to be rendered under this Contract shall start from the date set forth in the Notice to Proceed to be issued by the CHA subsequent to contract execution and will be for a base period of one (1) year with no option.
- C. **TERM OF CONTRACT:** The term of the contract(s) to be awarded shall be for one (1) year base period with no option.
- D. **CERTIFICATE OF INSURANCE REQUIREMENTS:**
 - i. Professional Technology/Cyber Liability (Errors & Omissions) – When any system technicians, engineers, project managers or electronic data processing (EDP) professionals, including but not limited to system programmers, hardware and software designers/consultants or when any technology related service, such as programming, storage of data, licensing of software, other professional consultant performed work in connection with the Contract, Technology Errors & Omissions or Cyber Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000 per occurrence. Coverage must include performance of or failure to perform professional services such as EDP,

performance of or failure to perform other computer services and failure of software product to perform the function for the purpose intended.

- ii. Workers' Compensation. Statutory Limits (Coverage A) and Employer's Liability (Coverage B) in an amount of not less than \$500,000/\$500,000/\$500,000.
- iii. Commercial General Liability Insurance. In the amount of not less than \$1,000,000 per occurrence with an Aggregate of not less than \$2,000,000. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Vendors agents, subcontractors, invitees and guests and their personal property. **The CHA is to be endorsed as an additional insured on the Vendor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.**
- iv. Automobile Liability Insurance. When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Vendor shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence CSL, for Bodily Injury and Property Damage. **The CHA is to be endorsed as an additional insured on the Vendor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.**

E. ONLINE CONTRACT COMPLIANCE SYSTEM: The CHA maintains an online contract compliance system which provides various work-flow automation features to improve reporting processes. The online contract compliance system will be used to monitor contract compliance, and the contractor and its subcontractors shall be required to use the secure web-based system to submit all information related to compliance. Prior to commencing work, the CHA will provide the contractor access to its online contract compliance system.

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

F. SECTION 3 – COMPLIANCE REQUIREMENTS: (Not required for this bid)

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

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

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

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

Documenting and Reporting

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 www.thecha.org or the copy included in the solicitation) as may be required. Contractor’s Section 3 Utilization Plan as attached to this IFB is incorporated into the contract by this reference herein.
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.
3. A Prime Contractor must utilize CHA’s hiring system in order to fill any open Section 3 positions. The hiring system will automatically filter applicants to the Prime Contractor in order of preference, per HUD and this policy. The Prime Contractor, and any Subcontractors with a Section 3 hiring commitment, must complete their job posting through CHA’s online hiring system. All new hires will be tracked through CHA’s online hiring system and all new hires must be secured using this online system, which is used to assist the CHA to connect qualified applicants with Prime Contractors and Subcontractors.

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

SECTION 3 REQUIREMENTS (Clarification)

Section 3 has two minimum requirements that must be reflected in response to this IFB. Respondents cannot choose between the two and receive full points under the evaluation criteria. First, 30% of the new hires required for the project must be Section 3 residents. The term “Section 3 resident” is defined as (1) a public housing resident or (2) a low-income or very low-income person who resides in the metropolitan area. Second, 10% of the contract value must be subcontracted to Section 3 Business Concerns. A Section 3 Business Concern is a business (1) that is 51% or more owned by Section 3 residents; or (2) whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within 3 years of the date of first

employment with the Business Concern were Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to Business Concerns that meet the qualifications set forth in (1) and (2).

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

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

COMPLIANCE REPORTING SYSTEMS

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

B2Gnow and the Section 3 Job Opportunities website are accessible to **ALL** CHA Prime Contractors (as well as Subcontractors) and each contractor is required to utilize the secure web-based systems for electronic submission of information related to M/W/DBE 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.
- Section 3 Job Opportunities website automates the hiring process and is a required tool for Prime Contractors and Subcontractors to use for all new Section 3 hires.

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

1. Vendor Technical Assistance and Support

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

2. Online, downloadable training aids

- On Line manual
- Webinars
- CHA's website provides multiple guides and manuals

G. M/W/DBE PROGRAM – COMPLIANCE: For vendors wishing to receive credit towards the Chicago Housing Authority's M/W/DBE Program via direct or indirect participation, **one (1) current certification** from CHA-

approved certifying agencies must be submitted with the bid for each contractor or subcontractor proposed to count towards the Chicago Housing Authority's M/W/DBE Program. The certifying agencies are as follows:

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

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

- H. AVAILABILITY OF FUNDS:** The CHA's obligation under this contract is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the CHA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.
- I. CONTRACT DOCUMENTS:** The Contract Documents, which form the Contract between parties (the "Contract"), include all written modifications, amendments and change orders to this Contract, all Invitation for Bid Form pages when accepted by the CHA, and as amended from time to time pursuant to Paragraph 6, the "Instructions to Bidders for Contracts" (Form HUD-5369)", applicable wage rate determinations from either the U.S. Department of Labor or HUD, Contractor's Affidavit or any other affidavits, certifications or representations the Contractor is required to execute under the Contract with the CHA, MBE/WBE/DBE and Section 3 Utilization Plans and Instructions to Contractors regarding Affirmative Action under Executive Orders 11246 and 11914, all inclusive (collectively referred to as the "Contract Documents"). In the event that any provision in one of the component parts of this contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated. The Contract Documents enumerated herein contain the entire Contract between the parties, and no representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by the CHA or the Bidder are a part of the contract unless expressly stated therein.

J. Project Tax Benefits Treatment; CHA Reservations and Procedures

The CHA fully reserves to itself all rights to seek, pursue and obtain various tax benefits (the "Project Tax Benefits") for which the Project, Services or Work may be eligible (such as federal, state or local income, sales and use tax credits, deductions, exemptions or exclusions, as well other related structured transfers or transactions to realize or effect such benefits), including, without limitation, the allocation of tax deduction benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the "Code").

CHA reserves the right to manage and administer the process of obtaining, evaluating eligibility for and monetizing any and all Project Tax Benefits associated with or derived from the Project, Services or Work. The Contractor agrees to cooperate in all reasonable respects with the CHA's efforts to assess, obtain, document and monetize any such Project Tax Benefits derived from the Project, and shall not attempt to procure or claim Project Tax Benefits for itself or any of its affiliated persons or entities without the express direction and consent of the CHA, which shall be in writing in a formal amendment to the Agreement, that shall be duly executed by authorized officers of both the CHA and Contractor.

K. 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 be 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.

VIII. CONTRACTOR'S AGREEMENT AND CHANGE ORDERS SUBMITTAL

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

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

- B. CHANGE ORDERS:** If the estimated quantity or Scope of Work required by the Contract Documents is increased or decreased during the course of the Project described in this IFB and in the Contract Documents, the CHA's Contracting Officer may issue Change Orders to increase or decrease the level of effort within the Scope of Work pursuant to the "Changes" provision of the HUD General Conditions for Non-Construction Contracts (Form HUD 5370C), as the case may be. The Contractor must first submit a cost proposal for approval by the CHA.

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

Required documents to be fully executed and submitted with Bid	Required Notarized documents	Contract Documents
✓		Invitation for Bid all BF pages
✓		Fee Form
✓		Instructions to Offerors Non-Construction (Form HUD-5369B) *
✓		Certifications and Representations of Offerors Non-Construction Contract (Form HUD-5369-C)*
✓	✓	Contractor's Affidavit*
✓	✓	(Schedule A) MBE/WBE/DBE Utilization Plan *
✓	✓	(Schedule C) MWDBE and Section 3 Subs*
✓		Statement of Bidder's Qualifications*
✓		Subcontractor Information Submittal*
✓		Certificate of Liability Insurance -Minimum Insurance Requirements
✓		Contractor's Financial/Income Tax Statement
✓		Equal Employment Opportunity Compliance Certificate*
		For consideration: Waiver Request: M/W/DBE Participation Commitments

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

CHICAGO HOUSING AUTHORITY

BID EXECUTION AND ACCEPTANCE

If this bid is submitted by a joint venture, each business shall provide the information requested below AND a copy of the Joint Venture Agreement must be included with your bid. Failure to provide the Joint Venture Agreement shall result in the Entire Bid Package being deemed non-responsive. Two (2) copies of this Invitation for Bid must be submitted and must bear original signature.

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

Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this bid are true and correct.

CDW Government LLC

(Business/Contractor's Name)

By: _____ DATE: 7/23/2020
(Signature)

Matt Flood
(Printed or Typed Name)

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

Address: CDW Government LLC

City, State, Zip: 230 N. Milwaukee Ave., Vernon Hills, IL 60061

Telephone No: (312) 705-9502 / TF: 866-245-8102

Email: JennandMeagan@cdwg.com (Meagan McKone, Executive Account Manager)

102083

(Vendor Code)

12491

Contract No.)

The Chicago Housing Authority does hereby accept the Contractor's offer, bid and proposal as set forth in these Specifications for Bid pages, in the Lump Sum Base Bid amount of One Million, One Hundred Forty-Three Thousand, Five Hundred Dollars (\$ 1,143,500.00) subject to the terms, conditions and requirements contained in the "Contract Documents".

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

The Term of this Contract is 1-Year beginning September 21, 2020 through September 20, 2021

The "Notice to Proceed" will be issued as a separate document upon submission of all required documents.

CHICAGO HOUSING AUTHORITY

By: Sheila Johnson
Sheila Johnson

Title: **Deputy Chief Procurement Officer**
Chicago Housing Authority
60 East Van Buren St, 13th Floor
Chicago, IL 60605

Date Signed: 9-18-2020

(Affix Corp. Seal)

If a Corporate Seal is not affixed,
this document must be notarized.
If neither is done, this entire bid
shall be considered Non-
Responsive and rejected.

Subscribed and sworn to before me

this 23 day of July, 2020
My Commission Expires:

4/23/2023

(Notary Public)



**ATTACHMENT A
FEE FORM**



FEE FORM

IFB Event No: 2851
Dell Latitude 7210 2-in-1 Laptop Computers

A	B	C	D	E	F
Unit No.	Specification/ Service Description*	Unit of Measure	Bidder's Unit Price	Estimated Quantities**	Total Bid Price (Bidder's Unit Price x Estimated Quantities)
1	Dell Latitude 7210 2-in-1	EA	\$ 1,550.00	500	\$ 775,000.00
2	Dell MS116 Wired Mouse and Keyboard Combo	EA	\$ 24.00	500	\$ 12,000.00
3	Dell Dock - WD19 90w Power Delivery - 130w AC	EA	\$ 183.00	500	\$ 91,500.00
4	Dell Latitude 7210 2-in-1 Keyboard	EA	\$ 100.00	500	\$ 50,000.00
5	Dell Pro Briefcase 14 (PO1420C)	EA	\$ 40.00	500	\$ 20,000.00
6	SI# CSSX02 Dell 24 Monitor P2418HZm	EA	\$ 215.00	500	\$ 107,500.00
7	SI# CSSX02 Dell 24 Monitor P2419H	EA	\$ 175.00	500	\$ 87,500.00
				Aggregate Total	\$ 1,143,500.00

_____ Signature of Authorized Company Representative	_____ Telephone Number
_____ Print Name of Authorized Representative	_____ Title
_____ Name of Company	_____ E-mail Address
_____ Date	

****Please refer to Scope of Services (BF/4) for Specific Specifications****

*****The quantities provided are for bid canvassing purposes only. CHA reserves the right to increase or decrease the quantities during the term of the contract.*****



ATTACHMENT B
CONTRACTOR'S AFFIDAVIT

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

CONTRACTOR'S AFFIDAVIT

Bidder/Proposer Name: CDW Government LLC

Bidder/Proposer Address: 230 N. Milwaukee Ave.
Vernon Hills, IL 60061

IFB/RFP NUMBER: 2051 (2020)

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

Instructions:

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

The undersigned Matt Flood as Supervisor-Proposals
(Name) (Title)

and on behalf of CDW Government LLC ("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
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of the proportionate ownership of the corporation and indicate the percentage interest of each.

NAME (PRINT/Type)	Address	Ownership Interest
<u>none</u>	<u></u>	<u></u> %
<u>10-K report is available at www.investor.cdw.com</u>	<u></u>	<u></u> %
<u></u>	<u></u>	<u></u> %
<u></u>	<u></u>	<u></u> %

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
<u></u>	<u></u> %
<u></u>	<u></u> %
<u></u>	<u></u> %
<u></u>	<u></u> %

SECTION 3. SOLE PROPRIETORSHIPS

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

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

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

SECTION 4. NOT-FOR-PROFIT CORPORATIONS

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

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

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

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

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR'S ANTI-COLLUSIVE AFFIDAVIT

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

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

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

B. SUBCONTRACTOR'S ANTI-COLLUSION AFFIDAVIT

1. The Contractor has obtained from all subcontractors to be used in performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Sub-Section A of Section II of this affidavit.
2. The Contractor will, prior to using any subcontractor(s), obtain from such all subcontractor(s) to be used in the performance of this contract, but not yet known by the Contractor at this time 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. X Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting such delinquency in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
 2. Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
 3. Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above 1.
1. 65 ILCS 5/11 - 42.1 - 1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax

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administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement.

Notwithstanding the above, the CHA may enter into the contract if the CHA's Operating Officer determines that:

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

IV. PUNISHMENT

A Contractor or subcontractor who makes a false statement, material to Section II (A) and (B) of this certification commits a 3 class felony. 720 ILCS 5/33e-11(B). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the 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 X 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 X 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. CDW Government LLC and incorporated by reference as if fully set forth therein. Further, the Contractor shall comply with these certifications during the term of the Contract.

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CONTRACTOR'S AFFIDAVIT

XIII. ETHICS POLICY

The Contractor hereby certifies that it shall comply with all the applicable provisions of the CHA's Ethics Policy adopted by the CHA Board on June 2004, 95-HUD-5 especially Sections 19 through 25 thereof. The Contractor further certifies that it has received and read a copy of the CHA's Ethics Policy.

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

Signature of President or Authorized Officer

Matt Flood

Name of President or Authorized Officer

Supervisor-Proposals

Title

Telephone Number

State of Connecticut)

County of Fairfield)

Signed and sworn to before me this 23 day of July, 20 23
by

Matt Flood (Name) as Supervisor-Proposals

(Title) of CDW Government LLC (Contractor)

Notary Public Signature _____



ATTACHMENT C INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Prior to the commencement of this Agreement, the Vendor agrees to procure and maintain at all times during the term of this Agreement, the types of insurance specified below in order to protect the CHA from the acts, omissions and negligence of the Vendor, its officers, officials, subcontractors, joint ventures, partners, agents or employees. The insurance carriers used by the Vendor must be authorized to conduct business in the State of Illinois and shall have a BEST Rating of not less than an "A- VII". The insurance provided shall cover all operations under the Agreement, whether performed by the Vendor or by its subcontractor, joint ventures, partners, agents, officers or employees.

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

- (a) **Workers' Compensation** – Statutory Limits (Coverage A) and Employer's Liability (Coverage B) in an amount of not less than \$500,000/\$500,000/\$500,000.
- (b) **Commercial General Liability Insurance** – in the amount of not less than \$1,000,000 per occurrence with an Aggregate of not less than \$2,000,000. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Vendors agents, subcontractors, invitees and guests and their personal property. The CHA is to be endorsed as an additional insured on the Vendor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.
- (c) **Automobile Liability Insurance** – when any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Vendor shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence CSL, for Bodily Injury and Property Damage. The CHA is to be endorsed as an additional insured on the Vendor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.
- (d) **Professional Liability Insurance** – Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement covering acts, errors, or omissions and shall be maintained with limits of not less than \$1,000,000 per occurrence or claim.
- (e) **Technology Error & Omissions / Cyber Liability** – When any system technicians, engineers, project managers or electronic data processing (EDP) professionals, including but not limited to system programmers, hardware and software designers/consultants or when any technology related service, such as programming, storage of data, licensing of software, other professional consultant performed work in connection with the Contract, Technology or Cyber Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000 per occurrence. Coverage must be provided either within the General Liability form or by separate policy that provides third-party cyber liability and first-party cyber-crime coverage sufficiently broad enough to respond to the duties and obligations as is undertaken by Vendor in this agreement. Coverage shall include, but not be limited to, claims involving theft, loss or misuse of data, release of private information and responsibility for costs, fines and penalties that the Authority might incur as a result, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information

theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- Certificate Holder: Chicago Housing Authority, 60 E Van Buren, Chicago IL 60605
- Solicitation number or Contract number and/or the title of the Project or Service
- CHA must be endorsed as an additional insured on the General and Auto Liability policies and such insurance will be primary and non-contributory to any other insurance available to the CHA.

A current Certificate of Insurance is to be emailed to the attention of the Procurement Specialist identified in the solicitation as the sole point of contact.

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/30/2019

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME	
	PHONE (A/C. No. Ext) (866) 283-7122	FAX (A/C. No.) (800) 363-0105
	E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED CDW Corporation 200 North Milwaukee Avenue Vernon Hills IL 60061 USA	INSURER A Lloyd's Syndicate No. 2623	AA1128623
	INSURER B Travelers Property Cas Co of America	25674
	INSURER C The Charter Oak Fire Insurance Company	25615
	INSURER D The Phoenix Insurance Company	25623
	INSURER E	
	INSURER F	

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570078588674**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6605D53096A see addendum	10/01/2019	10/01/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV NJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-6N190234	10/01/2019	10/01/2020	COMB NED S NGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CUP6J538679 SIR applies per policy terms & conditions	10/01/2019	10/01/2020	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
							Retained Limit	\$10,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2JUB1117L61619 AOS TRJUB1116L66819 AZ, MA, WI	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B					10/01/2019	10/01/2020	E L. EACH ACC DENT	\$1,000,000
							E L. DISEASE-EA EMPLOYEE	\$1,000,000
							E L. DISEASE-POLICY L MIT	\$1,000,000
A	E&O-MPL-Primary			W19A8C190501 Cyber Liab & Network Sec. SIR applies per policy terms & conditions	10/01/2019	10/01/2020	Each Loss	\$5,000,000
							SIR	\$500,000
							Aggregate	\$5,000,000

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

For Evidence of Coverage.

Insured include: CDW Government LLC; CDW LLC; CDW Direct LLC; CDW Logistics; CDW Technologies LLC; CDW Finance Corporation.

CERTIFICATE HOLDER**CANCELLATION**

CDW Corporation 200 North Milwaukee Avenue Vernon IL 60061 USA	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 <i>Aon Risk Services Central, Inc.</i>

Certificate No : 570078588674



AGENCY CUSTOMER ID: 10227766

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED NSURED CDW Corporation
POLICY NUMBER See Certificate Number: 570078588674		
CARRIER See Certificate Number: 570078588674	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Commercial General Liability

Commercial General Liability

Policy# 6605D53096A

State and Insurer(s) Affording Coverage

California Travelers Property Casualty Company of America NAIC# 25674

All Other The Phoenix Insurance Company NAIC# 25623



ATTACHMENT D
QUICK GUIDE CONTRACT COMPLIANCE REQUIREMENTS



Quick Guide Contract Compliance Requirements

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

What Compliance Requirements apply to the different types of contracts?

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

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

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

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

Required M/W/DBE Documents:

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

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



Quick Guide Contract Compliance Requirements

Section 3

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

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

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

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

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

Required Section 3 Documents:

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



Quick Guide Contract Compliance Requirements

Section 3 Clause:

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

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

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

CERTIFIED PAYROLL SUBMITTAL & REPORTING

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

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

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

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



Quick Guide Contract Compliance Requirements

Compliance Utilization Plans

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

Schedule A- M/W/DBE Utilization Plan

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

Schedule B- Section 3 Utilization Plan

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

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

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

PLEASE NOTE:

(a). COUNTING M/W/DBE AND SECTION 3 BUSINESS CONCERN (S3BC) CREDIT: A business who is self-identified as a Section 3 Business Concern and also certified as an M/W/DBE may be used towards subcontracting goals for



Quick Guide Contract Compliance Requirements

both the M/W/DBE and Section 3 requirements, once the initial goals for Section 3 and M/W/DBE have been satisfied separately.

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

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

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

ATTACHMENT E
SCHEDULE A: M/W/DBE UTILIZATION PLAN



ATTACHMENT F
SCHEDULE C: LETTER of INTENT M/W/DBE
and/or SECTION 3 BUSINESS CONCERN



ATTACHMENT G
HUD 5369-B
INSTRUCTIONS to OFFERORS NON-CONSTRUCTION

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:]



ATTACHMENT H

HUD 5369-C

CERTIFICATIONS and REPRESENTATIONS of OFFERORS NON-CONSTRUCTION CONTRACT

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 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.

7/23/2020

Signature & Date:

Matt Flood

Typed or Printed Name:

Supervisor-Proposals

Title:



ATTACHMENT I
HUD FOR 5370-C
GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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

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

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.



ADDENDUM NUMBER 1

July 7, 2020
Invitation for Bid ("IFB")
Dell Latitude 7120 2-in-1 Computers
Event Number 2851
Bid Due Date: July 27, 2020 at 11:00 A.M. CST
Chicago Housing Authority
Department of Procurement and Contracts
60 East Van Buren, 13th Floor
Chicago, IL 60605

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

The following revisions, clarifications, additions and/or deletions are included in this Addendum to Event No. 2851 and are to be fully incorporated into Bidder's Bid therein.

Bidder acknowledges receipt of Addendum: _____ 7/23/2020
Bidder's Signature Date
Matt Flood, Supervisor-Proposals

ITEM NUMBER 1: PRE-BID ONLINE MEETING INFORMATION

The Pre-Bid Meeting for this Event will take place online. All are encouraged to log-in with the following information to take part in the meeting.

Meeting Date: July 9, 2020
Meeting Time: 11:00 AM – 12:00 PM, CST.

We are currently streaming live from another platform (MS Teams).

Please navigate to our public link:

<https://bit.ly/IFBEvent2851DellLatitude7210>

Please use the web version to view. Enter anonymously or log-in if you have an account with Microsoft Teams.

You can email your email address to aepps@thecha.org to get a calendar invite for the meeting. Subject of the email should read "Event 2851 Dell Latitude 7210 2-in1 Laptop Computers Pre-Bid Meeting".

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



Chicago Housing Authority
Christopher H Stinson

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Christopher H. Stinson
Director, Procurement



ADDENDUM NUMBER 2

July 15, 2020
Invitation for Bid ("IFB")
Dell Latitude 7120 2-in-1 Computers
Event Number 2851
Bid Due Date: July 27, 2020 at 11:00 A.M. CST
Chicago Housing Authority
Department of Procurement and Contracts
60 East Van Buren, 13th Floor
Chicago, IL 60605

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

The following revisions, clarifications, additions and/or deletions are included in this Addendum to Event No. 2851 and are to be fully incorporated into Bidder's Bid therein.

Bidder acknowledges receipt of Addendum: _____ 7/24/2020
Bidder's Signature Date

ITEM NUMBER 1: QUESTIONS AND ANSWERS

- Q1.** Please provide the specifications regarding the Dell Latitude 7210 2-in-1 Laptop Computers.
- A1.** All documentation pertaining to this bid can be found on the CHA Supplier Portal, <https://supplier.thecha.org>.
- Q2.** Are accepting bids from other vendors? If so, Lenovo would love the opportunity to quote your business.
- A2.** No, you must quote the specifications of the bid.
- Q3.** Latitude 7210 2in1 comes with Keyboard. Do you still need Dell MS116 Wired Mouse and Keyboard Combo OR Dell Optional Mouse is ok?
- A3.** The specifications are for a Wired Keyboard and Mouse combo and a 2-N-1 keyboard.
- Q4.** Will you except other manufacturers such as Lenovo or HP?
- A4.** No, you must quote the specifications of the bid.



- Q5.** I wanted to know if you would have need of these carts to store the Dell Laptops you are currently looking to procure.
- A5.** Currently we are not in need of any carts.
- Q6.** Would it be possible to remove the password protection on the PDF Event document for IFB Event 2851 - Dell Latitude 2-in-1 Laptop Computers? In doing so it would allow for access to contracts and forms.
- A6.** The password for Event 2851 PDF has been removed.
- Q7.** The PDF Bid is locked, and I am unable to add text to fill the document out.
- A7.** The PDF for this event has been unlocked.
- Q8.** Who is the current the Dell reseller incumbent for CHA?
- A8.** There is no incumbent reseller.
- Q9.** Will this presentation be on the website?
- A9.** The presentation slides for Pre-Bid Meeting have been uploaded to the Supplier Portal.
- Q10.** We are a woman owned minority supplier however we are not certified. Do we qualify for the 20%? If not, how do we certify?
- A10.** To qualify for M/W/DBE credit, vendors must be certified. If a vendor is not certified, they will not receive the 20% credit. CHA is not a certifying agency; but we do accept certifications from other agencies. Listed on the CHA website, <https://www.thecha.org/doing-business/compliance-requirements>, are certifying agencies in which certifications we accept.
- Q11.** Is there a listing of certified businesses that we could contract?
- A11.** CHA doesn't have a list of certified business. You can check various websites such as the [City of Chicago MWDBE Listing](#) for certified businesses.

******* END OF ADDENDUM NO. 2*******

Chicago Housing Authority

Christopher H Stinson

Christopher H. Stinson
Director, Procurement

QUOTE CONFIRMATION



DEAR DAN PULLEY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LMSX348	7/8/2020	EVENT 2851	1170870	\$1,143,500.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DELL CTO LAT 2-IN-1 KEYBOARD Mfg. Part#: 3000064226795 Contract: MARKET	500	6145504	\$100.00	\$50,000.00
DELL CTO PRO BRIEFCASE 14 Mfg. Part#: 3000064055257 Contract: MARKET	500	6145375	\$40.00	\$20,000.00
DELL CTO DOCK- WD19 90W POWER Mfg. Part#: 3000064055245 Contract: MARKET	500	6145374	\$183.00	\$91,500.00
DELL CTO MS116 WIRED MOUSE AND Mfg. Part#: 3000064055241 Contract: MARKET	500	6145372	\$24.00	\$12,000.00
DELL CTO 7210 I7-10610U 256/10 W10P Mfg. Part#: 3000064055771 Contract: MARKET	500	6145368	\$1,550.00	\$775,000.00
DELL CTO 24IN MONITOR - P2418HZM Mfg. Part#: 3000064711172 Contract: MARKET	500	6150194	\$215.00	\$107,500.00
DELL CTO 24IN MONITOR - P2419H Mfg. Part#: 3000064711173 Contract: MARKET	500	6150195	\$175.00	\$87,500.00

PURCHASER BILLING INFO	SUBTOTAL	\$1,143,500.00
Billing Address: CHICAGO HOUSING AUTHORITY ACCOUNTS PAYABLE 60 E VAN BUREN ST STE 11 CHICAGO, IL 60605-1240 Phone: (312) 742-8500 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$1,143,500.00
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO		
Shipping Address: CHICAGO HOUSING AUTHORITY DAN PULLEY 60 E VAN BUREN ST STE 11 CHICAGO, IL 60605-1240 Phone: (312) 742-8500 Shipping Method: DROP SHIP-GROUND		



CDWG Account Team - Jen and
Meagan

(866) 245-8102

jennandmeagan@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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CDW Corporate Structure including International Entities
as of 3/4/2019

Company	Title or Positions Held	Date of Current Title Change	Outside Boards	
			Company Name	Profit or Non-Profit
CDW GOVERNMENT LLC				
Illinois Limited Liability Company - Organized 12/31/2009, Manager Managed (a wholly owned subsidiary of CDW LLC)				
Principal Address: 230 N. Milwaukee Avenue, Vernon Hills, IL 60061		CIKNo. 0001498446		
	IL File No. 02909235	DUNS # 02-615-7235		
BOARD OF MANAGERS				
Christine A. Leahy		1/1/2019		
Robert F. Kirby		7/2/2018		
Christina V. Rother				
BOARD ELECTED OFFICERS				
Christine A. Leahy	Chief Executive Officer	1/1/2019		
Robert F. Kirby	President	8/29/2018		
Christina V. Rother	Senior Vice President - Integrated Technology Solutions	12/19/2018		
Collin B. Kebo	Senior Vice President and Chief Financial Officer	1/1/2018		
Neil B. Fairfield	Vice President, Controller and Chief Accounting Officer			
Robert J. Welyki	Vice President, Treasurer and Assistant Secretary			
Frederick J. Kulevich	Secretary			
Pooja Bansal	Assistant Treasurer			
Timothy F. Chmielewski	Assistant Treasurer			
Mary Jo C. Georgen	Assistant Secretary			
Ann G. Mayberry	Assistant Secretary			
Shannon A. Toolis	Assistant Secretary			

CDW•G Terms of Offer

All information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by Chicago Housing Authority are the property of and are proprietary to CDW Government LLC ("CDW•G").

- Notwithstanding anything to the contrary contained in the Proposal, CDW•G declares its understanding that CDW•G's Terms and Conditions of Product Sales and Service Projects ("T&C"), as updated from time to time and provided on CDW•G's website at <https://www.cdw.com/content/terms-conditions/product-sales.aspx>, constitute the terms and conditions controlling the transaction contemplated by the RFP, except as otherwise agreed upon in writing by the parties. CDW•G requests that Customer review and confirm acceptance of the T&C or, if necessary, negotiate with CDW a mutually agreeable final contract. CDW•G shall not be bound to any term(s) of the RFP or the Proposal or to any contract related to the RFP until or unless: (i) Customer confirms in writing its acceptance of the T&C; or (ii) authorized representatives of CDW•G and Customer execute a written contract that is separate from the Proposal.

Except as otherwise set forth above, CDW•G agrees to maintain the validity of the Proposal for a period of thirty (30) days from the RFP-established due date ("Validity Period"), provided that there are no extraordinary changes in pricing due to unique market conditions, product discontinuation, manufacturer price changes, or other extenuating circumstances. In order to ensure CDW•G's commitment to the pricing levels and other proposed offerings contained in the Proposal, Customer may notify CDW•G via mail or e-mail that either: (i) Customer accepts CDW•G's Proposal and agrees to be bound by the T&C, or (ii) Customer intends to negotiate with CDW•G a separate agreement during the Validity Period.

CDW•G will conduct any negotiation of a final agreement with Customer in good faith. Notwithstanding the foregoing, any prices or other privileges contemplated in the Proposal shall commence on the effective date of agreement between the parties or the date of agreement or amendment to an existing agreement between the parties.