CHICAGO HOUSING AUTHORITY ("CHA")
REQUEST FOR PROPOSAL ("RFP") EVENT NO. 3238 (2023)
for
CHA Website Redesign and Development

Required for use by
[Communications & Marketing]
ISSUED ON: Wednesday, August 9, 2023
ISSUED BY: DEPARTMENT OF PROCUREMENT AND CONTRACTS

PROPOSALS DEADLINE:
Friday, September 8, 2023 at 3:00 P.M., CT

Proposals may be submitted early but must be received electronically no later than the date and time listed in the solicitation.

PROPOSALS WILL NOT BE ACCEPTED AFTER THE DUE DATE AND TIME

Respondent Name: _____________________________________________________
Contact Name: _______________________________________________________
Contact Telephone: ____________________________________________________
Contact Email: _______________________________________________________

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

Tracey Scott  Sheila Johnson
Chief Executive Officer       Deputy Chief Procurement
www.thecha.org

Chicago Housing Authority
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KEY INFORMATION

1. RESPONDENT CONTACT WITH CHA: The Procurement Specialist identified below is the sole point of contact regarding this RFP from the date of issuance until selection of the successful proposer(s).
   
   Frederica Juste, Procurement Specialist
   Chicago Housing Authority
   Department of Procurement and Contracts
   60 East Van Buren Street, 8th Floor
   Chicago, Illinois 60605
   E-mail: FJuste@thecha.org

   Responses shall be submitted via the Supplier Portal at https://supplier.thecha.org no later than Friday, September 8, 2023 by 3:00 PM, CT.

   The Proposer shall be responsible for electronic submission by the due date and time. Late proposals will not be accepted.

   A pre-proposal conference is scheduled for Friday, August 18, 2023, at 11:00 a.m. CT to discuss the scope of services and the CHA diversity and inclusion requirements. The pre-proposal conference will take place via Microsoft Teams. Firms anticipating submitting a proposal are encouraged to attend the teleconference. CHA encourages all interested firms to attend the Pre-Proposal Conference. Real-time online viewing is available. To view the Pre-Proposal Conference online visit https://msteams.link/TVXG

   The Letter of Intent to Submit a Proposal, Attachment B, is due Friday, August 25, 2023, at 11:00 a.m. CT. The Letter of Intent to Submit a Proposal, Attachment B must be submitted via the Supplier Portal at https://supplier.thecha.org.

   If you do not intend to submit a proposal in response to this RFP, please submit via the Supplier Portal at https://supplier.thecha.org, a brief explanation in order to continue to receive future bid/RFP notices.

   Questions regarding clarification or verification of these specifications and CHA diversity and inclusion requirements must be submitted via the Supplier Portal at https://supplier.thecha.org, no later than Thursday, August 24, 2023 by 10:00 AM, CT.

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

   Note: There is no maximum file capacity size when uploading attachments in the Supplier Portal. If you receive an error message that states the “Maximum size is: 50” while uploading an attachment in the Supplier Portal, that error message is referring to the file naming size. The name of your file cannot be more that 50 characters. For questions or assistance with the Supplier Portal, please contact Harriet Herron-King, Procurement Coordinator, at 312-913-7356, HHerron@thecha.org.

   Respondent shall bear all costs of responding to this solicitation.
ARTICLE I  INTRODUCTION

CHA is the third largest public housing authority in the nation and the largest single owner of rental housing in Chicago. Through its public housing and voucher programs, CHA serves 132,000 people in almost 63,000 households across all 77 of Chicago’s community areas. CHA’s mission is to create and sustain strong communities where seniors thrive and everyone can unlock their economic power, ensuring that every neighborhood in Chicago has quality affordable housing and everyone feels welcome.

In its procurement of its good and services, CHA seeks relationships with vendors who share our values for inclusive and equitable contracting opportunities. CHA strives to be fair, transparent, and practical, and works to optimize the use of public funds through purchasing decisions. For more information, visit www.thecha.org.

ARTICLE II  INTENT AND PURPOSE

A user-friendly website for the Chicago Housing Authority (CHA) is crucial for several reasons. Here are some key points highlighting its importance:

- **Access to Information** – CHA serves as a vital resource for individuals seeking affordable housing or assistance programs in Chicago. A user-friendly website ensures that visitors can successfully navigate through CHA’s services, easily access information, and effectively obtain assistance.

- **Improved User Experience** – By employing intuitive navigation through clear layout of well-organized content, the CHA can make it easier for users to find the information they are looking for. User experience (UX) plays a crucial role in building trust and engagement with the CHA. Ensuring that users feel supported and valued throughout their interaction with the website will enhance the overall experience for visitors.

- **Accessibility and Inclusion** – CHA prioritizes web accessibility standards that clearly identify its services and information to a wider audience, including individuals with disabilities. Providing text alternatives for visual content, utilizing proper color contrast, implementing keyboard navigation support, and making the website compatible with assistive technologies promotes the dynamic of understanding our users.

- **Positive Brand Image** – A well-designed website fosters trust, credibility, and professionalism. When end-users have a positive experience, CHA is viewed as a reliable source of information and assistance which leads to increased engagement, participation, and positive word-of-mouth.

In summary, a user-friendly website for the Chicago Housing Authority is essential for providing easy access to information, improving user experience, increasing engagement and participation, ensuring accessibility and inclusion, and creating a positive brand image. By prioritizing usability and user satisfaction, the CHA can better serve its visitors and fulfill its mission.
ARTICLE III  STATEMENT OF WORK/SCOPE OF SERVICES

A. Platform

Drupal has been selected for usability standards, easy authoring, robust CMS content management, user roles and permissions, open-source codebase, and potential for customization. In addition to the CMS set-up and customization, it is expected that the developers will customize a Drupal theme that incorporates design system principles by using reusable components, typography styles, color schemes, and other CHA design and branding assets.

CHA expects to have the ability to apply theme and design on other applications to ensure consistency in the visual appearance and user experience across different digital properties.

B. Audience

CHA reaches over 163,000 CHA residents, 500 CHA staff, potential investors, community partners, media, and interested parties on- and off-line through its website, events, email, social media, digital signage, call-centers, print materials, and third-party applications and portals (see Appendix A).

Ultimately, the website stands to be a central hub of CHA’s digital strategy focused on Customer Service that prioritizes meeting the needs of potential users seeking housing assistance from CHA, current residents and Housing Choice Voucher participants, and other relevant stakeholders, including elected officials. The website stands as flagship digital property bolstering the brand identity and supporting cross-channel communications for property owners, partners, advocates, and the community at-large.

1. Website Statistics

The following statistics* refer to the first quarter (Q1) of 2023 (January 1, 2023 - March 31, 2023).

*Note: Subdomains and portals are currently not tracked via Google Analytics

- Total sessions: 257,537
- Page views: 564,734
- Unique Pageviews: 436,857
- Pages/session: 2.22
- Average session duration: 00:02:38
- Bounce rate: 40.08%
2. Device Usage

Mobile-first design principles are critical for creating an optimal user experience based on the device usage data.

<table>
<thead>
<tr>
<th></th>
<th>Users</th>
<th>New Users</th>
<th>% of All Users</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile</td>
<td>102,674</td>
<td>98,457</td>
<td>65.9%</td>
</tr>
<tr>
<td>Desktop</td>
<td>51,082</td>
<td>46,757</td>
<td>32.8%</td>
</tr>
<tr>
<td>Tablet</td>
<td>2,082</td>
<td>1,913</td>
<td>1.3%</td>
</tr>
</tbody>
</table>

C. User Experience

During the User-Experience (UX) design phase, the partner(s) should consider designing for all end-users, and both external (public) and internal CHA users (content creators and publishers), taking into consideration business processes, in-house custom developed portals, and third-party software, like Yardi and RentCafe.

1. External: Customer Service

The public-facing website should follow the most current Web Content Accessibility Guidelines (WCAG) to reach and be accessible to the widest possible audience with emphasis on mobile-first and user-centered design principles.

Information and user interface elements necessary to complete a task should be simple, clear, and intuitive for the target audience(s). A well-executed platform should focus on increasing success rates by providing:

- Task-oriented user-pathways
- Clear Call-to-Actions (CTAs)
- Faceted search capabilities

2. Internal: Governance and Editorial Workflow

The CMS should also be designed with accessibility to content creators for the authoring tool itself following the most current Authoring Tool Accessibility Guidelines (ATAG). User Roles and workflows should also be defined and implemented to support content creation across multiple divisions and departments that adheres to the Editorial and Accessibility guidelines.

Custom reports and notifications identifying content and structure issues such as:

- Broken links
- Orphan pages
- Duplicate content
D. Features and Functionality

The respondent(s) should take into consideration the following anticipated features and functionalities. These are subject to change during discovery, and we look to the partner(s) to design achievable solutions that align Level of Effort (LOE) with project priorities.

1. Global Components
   - Header & Footer
   - Menu/Navigation
   - Faceted Search & Tool Bars
   - Reusable Blocks
   - Alerts/Banners

2. Templates and Content Types
   - Homepage
   - Landing page
   - Basic page
   - News & Events
   - Programs & Services
   - Bios/Contact(s)
   - Profiles
   - Locations/Properties

3. Governance and Management
   - User Roles and Content Groups
   - Editorial Workflows and Tooltips
   - Image Optimization and Auto-Resizing
   - Custom Reports
   - Link Management
   - Redirect Rules

4. Extensions and Integrations
   - Form Builder
   - Interactive media (flipbooks, etc)
   - Social Feeds
   - Maps/ArcGIS
   - Multilingual Translation
E. Project Management

The Project Manager (PM) is responsible for the timely delivery of high-quality technical solutions that drive key business strategies. This includes leading a cross functional development team through all phases of the product development process, from discovery, through development, to site launch.

1. **Initiation and Communication Plan** – establish a project charter that includes scope, project resources, roles, responsibilities, key deliverables, and success criteria; subject to sign-off by CHA stakeholders.
2. **Project Roadmap** – ensure project artifacts such as user stories, acceptance criteria, and test cases are properly documented using Agile tools such as Jira.
3. **Risk Management** – maintain a Risk Log; identify and address impediments and blockers, escalating when necessary.
4. **Reporting** – regularly report to stakeholders the project progress including change requests or impacts to the budget or timeline.

F. Work Breakdown and Deliverables

It is expected that each phase of the project will produce industry-standard deliverables for CHA’s stakeholder review. It will be the CHA’s Product Owner's determination when deliverables require approval or revision.

1. Discovery

The partner(s) should begin with a comprehensive needs assessment for the website by spending time meeting with primary stakeholders from key departments to understand department needs and the stakeholders they serve. In addition, it is expected the following artifacts are presented to the key stakeholder group:

- **Audience Analysis** – this may include Empathy Mapping, Personas, and User Journeys. A user-research process could include, but not be limited to, focus groups and surveys.
- **Benchmarking** – review data analytics to understand the current site and portal usage.
- **Comparative Analysis** – present what other major public housing authority websites from around the country are doing differently from the CHA.
- **Key Performance Indicators (KPIs)** – partner with CHA to develop measurable and actionable KPIs based on project goals, user research, and comparative analysis.
- **Lean Content Audit** – analytics of current content performance and use insights in the development of Information Architecture (IA), content migration recommendations, and editorial rules.
2. Strategy and Design

Informed by the extensive Discovery phase, Strategy and Design should be parallel tracks that marry content requirements with design attributes. These deliverables include:

- **Sitemap and Information Architecture** – this should be informed by the Audience Analysis deliverables. This deliverable will be expected to be iterated based on user testing, such as tree-testing and other tools available to the partner(s).
- **Content Modeling** – determine the structure of Content Types and how content may be displayed in multiple locations across the website, such as custom views.
- **Page Templates** – Create design mockups that visually depict the layout of content and components applying the brand identity and styles.
- **Clickable Prototypes** – these should be presented during Sprint Reviews to elicit feedback and foster collaboration between the Product Owner, Stakeholders, and designers. i.e. click testing, etc.
- **Homepage Design** – three design strategies for engagement from the homepage will be required with 3 rounds of revisions for the selected design.
- **Design Style Guide** – a web-based design style guide that outlines information on Section 508 compliance, color palette, typography, common page elements, use of cascading style sheets, etc.

3. Development and Testing

Provide project-based web development tasks, implement a custom theme based on approved designs, and prioritize features and functionality. Occasional technical, security, and diagnostic support will be needed along with system updates and upgrades. Some activities under these topics include, but are not limited to:

- **CMS Setup** – install and set up the hosting environment and the new CMS. Theme and Content Types – incorporate the style sheets into the new CMS and configure the content types and layouts.
- **Data Migration** – CHA has a significant investment in the existing content and files. Proposals should include the necessary process for migrating the data and files from the existing website into a new CMS with a plan to mitigate duplications. This includes indexing, integrating, and ensuring cyber security during migration of existing content into the new design and navigation structure.
- **Create Test Plan** – provide a detailed test plan for the CMS and review with the CHA key stakeholders, including focus groups. Once reviewed and refined together, test plans will be added to the project plan to track to completion.
- **Browser Testing** – ensure the site is fully functional on the most commonly used browsers and devices.
- **Design and CSS Files** – Files should be formatted so that either the partner(s) can implement the design across sub-domain properties or applications or provide the files with documentation and instruction for CHA to implement.
4. Training and Deployment

A deployment schedule should be communicated including fallback plans to correct issues before making the site live. The site should not be deployed without suitable UAT and signoff. Prior to deployment, the partner(s) should provide documentation and training not limited to:

- **Governance Plan** – provide a technical governance plan that details workflow, user roles, and editorial best practices.
- **Training** – provide training to the site administrators of the new CMS and super users. In addition, supply CHA staff responsible for training new users with materials, such as how-to videos, for training new users.
- **Deployment Plan** – this should include systematic procedures for both systems and business processes to transition from our current system.

G. Hosting and Maintenance

The site is currently hosted on AWS (Amazon Web Services). However, there are other hosting partners that are specific to Drupal websites. Choosing between Pantheon and AWS as a hosting solution for a Drupal website depends on various factors and specific requirements. Here are a few reasons why Pantheon is preferred over AWS for Drupal hosting:

- **Drupal-Optimized Platform** – Pantheon is specifically designed and optimized for hosting Drupal websites. It offers a platform that is tailored to the specific needs of Drupal, providing performance enhancements and streamlined workflows for Drupal developers. Pantheon’s infrastructure is built to handle the unique requirements of Drupal sites, ensuring compatibility and optimized performance.
- **Developer-Friendly Features** – Pantheon offers a range of features that are specifically designed to cater to the needs of Drupal developers. It provides tools for local development, version control integration, automated workflows, and one-click deployment options. These features can significantly improve the development and deployment processes for Drupal websites.
- **Managed Hosting Environment** – Pantheon provides a fully managed hosting environment, which includes server maintenance, security, updates, and backups, thereby reducing the burden on CHA staff from managing the infrastructure.
- **Scalability and Performance** – Pantheon’s infrastructure is built to handle high-traffic Drupal websites effectively. It offers scalable resources and employs caching techniques to improve website performance. Pantheon also has a global CDN (Content Delivery Network).
- **Support and Community** – Pantheon has a dedicated support team that specializes in Drupal hosting. They offer assistance with troubleshooting, performance optimization, and general platform-related inquiries. Additionally, Pantheon has an active community of Drupal developers who share knowledge, resources, and best practices.

Ultimately, the development partner should provide guidance in the decision between Pantheon and AWS as a hosting solution for the CHA website based on the specific requirements, budget, technical expertise, and preferences. It is also critical that the solution best aligns with CHA’s internal resources and capabilities for ongoing maintenance of the website.
ARTICLE IV  GENERAL INSTRUCTIONS

A. Acceptance of Proposals

Proposals in response to this RFP must be received (electronically) through the CHA Supplier Portal. Proposals must be received electronically no later than the date and time listed in the solicitation. Proposals submitted after the designated date and time will not be accepted for any reason.

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

B. Time for Receiving Proposals

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

C. Right to Cancel

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

D. Addenda

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

E. False Statements

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

F. Withdrawal of Proposals

Proposals may be withdrawn by written request by the Respondent. A written withdrawal of a Proposal must be received, prior to the time set for opening of Proposals. A Respondent’s negligence in preparing a Proposal creates no right of withdrawal or modification after the date and time set for opening of the Proposals.
G. Award of Contracts

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

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

H. Notice of Contract Award

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

I. Right to Protest

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

J. Preparatory Costs

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

K. Confidential Material

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

L. Subcontract / Sub consultants

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

M. Minimum Wage Requirements

Any award under this solicitation shall be subject to the current local minimum wage requirement and prevailing wage determination for CHA. The minimum wage requirements shall be specifically incorporated as a contractual requirement in any award and agreement resulting
from this solicitation for any of the Selected Respondent’s covered employees. The Respondent must take the minimum wage requirement and prevailing wage determination for CHA into consideration in determining its staffing plan for services to be performed or provided by the Respondent under its fee proposal and other submittals. 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 965.101).

N. Disclosure Certification

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

The Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any 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.

The recommended firm(s) will be required to disclose the following information at the appropriate time during the solicitation process: Vendors’ other business relationships including but not limited to: Board affiliations, positions or board memberships with all other non-profit, government and other Chicago businesses.

O. Disqualify for Conflict of Interest

CHA reserves the right to disqualify any Respondent on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to CHA. This disqualification is at the sole discretion of CHA. Any Respondent submitting a proposal herein waives any right to object to such disqualification now or at any future time, before any body or agency, including but not limited to, the Board of Commissioners, City Council of the City of Chicago, Mayor’s Office of Chicago or any company.

P. Participation by other Local Government Agencies

Other local government agencies (“Local Government Agencies”) may be eligible to purchase Services pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the Chicago Housing Authority Contracting Officer, and if such purchases have no significant net adverse effect on CHA and result in no observed diminished ability on the Bidder to provide the Services to CHA or user departments pursuant to such purchases. Local Government Agencies shall include without limitation: City of Chicago, Chicago Park District, Chicago Public Schools, Chicago Transit Authority, City Colleges of Chicago. All purchases and payment transactions shall be made directly between the Bidder and the requesting Local Government Agency; CHA shall not be responsible for payment of any amounts owed by any Local Government Agency to Bidder. CHA assumes no authority, liability or obligation on behalf of any Local Government Authority.
Q. Bribery, Price Fixing, or Fraud

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

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

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

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

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

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

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

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

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

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

A. Format

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

Note: There is no maximum 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.

Proposals not containing all the submittal requirements (See Attachment C – Vendor Submission Checklist) may be deemed non-responsive to this RFP.

B. Cover Letter and Executive Summary Form

A cover letter shall be submitted on the Respondent’s letterhead, signed by a principal and the joint venture partner, if applicable. The cover letter must contain a plan explaining how services will be performed; a commitment to provide the services described in the Scope of Services of this RFP; and indicate that the offer is good for one hundred-eighty (180) days from submittal of proposal. In the cover letter, the Respondent shall also include an acknowledgement that the Respondent has read and understands the requirements of the RFP including, but not limited to, the terms and conditions of the attached Professional Services Agreement (refer to Article IX), CHA’s Diversity and Inclusion requirements, Insurance and Indemnification requirements, and will comply with these requirements if awarded a contract. Respondents shall also include the Executive Summary Form (Article X).

C. Qualifications and Experience

Respondents shall:

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

2. Describe its qualifications, resources and experience as it pertains to the requested services. The Respondent must demonstrate it has the experience and capacity to complete all of the required services, whether they are conducted at the same time or separately. The respondent(s) should be able to execute the following:
   - Work in an agile manner, demonstrating the ability to work flexibly with functional requirements including recommending modules and integrating with existing services.
   - Articulate collaborative and iterative design solutions within the framework of the budget, scope, and timeline.
• Offer the latest thinking in digital design trends, with a focus on responsive, mobile design with sensitivity to vulnerable populations that may have connectivity challenges.
• Have an established, documentable, well-proven design process that follows the most current Web Content Accessibility Guidelines (WCAG) across devices and User Agents (browsers) in addition to Authoring Tool Accessibility Guidelines (ATAG).
• Additional suggestions for content and/or other design features are welcome and encouraged.

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

D. Approach/Work Plan

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

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

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

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

E. Past Performance

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

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

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

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

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

6. Performance measures of the program’s demonstrated ability to meet the indicators included in the proposal.

F. References

Proposers are required to provide at least three (3) references, excluding CHA, from within the past three (3) years for projects and areas of responsibility similar to those the Respondent desires to provide herein. Please include company name, contact person, mailing address, telephone number and email address. Please include a brief but detailed explanation of services provided and submit with your proposal. CHA will email any questions to the references included in your submission. Please inform your references that they will be contacted by CHA. (Attachment E)

G. Organization Structure and Key Personnel

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

2. The Respondent must provide an organization/structure chart and include its key technical and consulting personnel who will be assigned to the CHA project team along with their resumes and provide the following information including, but not limited to:
   
   i. Detail about the proposed team members’ programming languages, content management systems (CMS), frameworks, and other tools they are proficient in.

   ii. Certifications or awards in the field of web development and/or project management.

   iii. If Respondent proposes staff to work on the CHA account who are not located in a Chicago area office (within 25 miles of the city), indicate their office location.

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

H. Fee Proposal Form (refer to Attachment A)

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

I. Insurance Requirements

The Respondent must submit a current certificate of insurance in the form required by this RFP. At the time of contract award, the Selected Respondent shall be required to provide an updated certificate of insurance, and all required endorsements adding CHA and any other required party as an additional insured, meeting the CHA’s minimum insurance requirements.

J. Joint Venture Agreement

Firms entering into a joint venture must submit a copy of its joint venture agreement and all required submittals must be signed by a principal of each joint venture partner including, but not limited to, subcontractors’ information submittals, and Compliance Utilization Plans. Indicate N/A under a document with company letterhead if Respondent will not be part of a joint venture agreement.

K. Liens, Suits, Disputes, Defaults and Judgments

Respondents shall include a detailed description of any disputes they currently are involved in, as well as a complete list of any lawsuits, disputes, defaults and judgments occurring within the last five (5) years, and all current liens, lawsuits, disputes, defaults, and judgments pending including Fair Housing claims, regulatory or tax credit violations. Indicate N/A under a document with company letterhead if Respondent does not have any disputes, lawsuits, judgments, disputes, defaults or liens described above.

L. Audit Findings and Other Compliance Reports/Evaluations

Respondents shall submit to CHA’s Department of Procurement and Contracts any third party reports or evaluations of Respondent’s compliance with any applicable laws, rules, regulations, policies procedures, contract provisions, or requirements with respect to Respondent’s performance of services similar in nature to those being solicited by this RFP in the past five years, including, but not limited to, any and all final findings made by an Office of the Inspector General (“OIG”) or Internal Auditor (including those conducted by CHA’s Inspector General and/or CHA’s Internal Auditor) with respect to Respondent’s performance of services, compliance with terms of a contract, findings in an Administrative or Internal Investigation, or any findings of failure to cooperate in an OIG inquiry or with Internal Auditors. Indicate N/A under a document with company letterhead if Respondent does not have any findings described above.
M. Debarment Statement

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

N. Economic Disclosure Statement

Respondents must complete the attached economic disclosure statement and affidavit as referenced in the Attachments. The economic disclosure forms must be completed by the Respondent and all subcontractors in their entirety and notarized. Privately held firms and not-for-profit organizations must disclose the board of directors/corporate officers. All firms must disclose the percentage of ownership. Failure to provide complete ownership information may cause your response to be deemed non-responsive.

O. Financial Information

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

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

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

For proposals or contracts awards valued at less than $500,000, the Respondent must provide the IRS tax transcript.

For proposals or contract awards valued at less than $1,000,000 the Respondent must provide compiled financial statements.

For proposals or contract awards valued at less than $2,500,000.00, the Respondent must provide reviewed financial statements.

For proposals or contract awards valued in excess of $2,500,000.00, the Respondent must provide audited financial statements.

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.). The entity name and address listed on the Financial Report should match the address on file with Dun & Bradstreet report in order for CHA to perform financial review.
- If respondent is not able to provide the Financials 6 months after their fiscal year end, respondents should provide the reason for delay or non-completion.
- 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.
- CHA reserves the right to request Dun & Bradstreet reports in order to make an award determination. Vendors must provide the address on file with Dun & Bradstreet if it differs from the address listed on the proposal.
- CHA reserves the right to request additional information to complete the financial evaluation and review of any respondents.

P. Diversity Goals

Respondent shall complete the required diversity requirements in their entirety and submit required documentation with their proposal. Refer to Article VIII for CHA’s contract requirements. CHA values Diversity, Equity, and Inclusion. Respondents are required to answer the following questions as it relates to DEI.

1. What is your organization’s strategy for DEI?
2. What is the racial ethnicity of your Board and staff? What percentage resides in Chicago?
3. Describe any opportunities for CHA residents including any internships, job shadowing, employment or mentorships.
4. Please describe what the percentage of this contract is to your company’s revenue.

Q. Vendor Submission Checklist

Refer to Attachment C for all required submittal requirements. The following documents are exhibits to this RFP and can be found at www.thecha.org/doing-business:

- Contract Compliance Certification
- Letter of Intent-MWDBE and Section 3 Subs
- Subcontractor Information Submittal Form
- Submittal Requirements Checklist
- Contractor’s Affidavit
- Statement of Bidder’s Qualification
- Economic Disclosure Statement
- HUD Form 5370-C
Proposals not containing all submittal requirements may be deemed Non-Responsive.

ARTICLE VI INSURANCE REQUIREMENTS

Insurance is applicable to All Contracts as approved by CHA Risk Management.

The Contractor shall furnish the Chicago Housing Authority (CHA) with satisfactory evidence (subject to approval from CHA) that it has the following insurance coverage(s). When indicated below, * coverages are required of any vendor delivering equipment, accessing the building, installing/repairing equipment in CHA offices.

Prior to the commencement of this Agreement, Vendor/Consultant shall procure and maintain at all times during the term of this Agreement insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. The insurance carriers used must be authorized to conduct business in the State of Illinois and shall have an A.M. Best rating of not less than A: VII.

Minimum Coverage and Limit Requirements

1. **Commercial General Liability:** General Liability Insurance on an occurrence basis with limits not less than $1,000,000 per occurrence with an aggregate of not less than $2,000,000 covering bodily injury and property damage. This coverage shall also include, but not be limited to, contractual liability, products and completed operations, personal and advertising injury.

2. **Workers’ Compensation and Employer’s Liability:** Coverage must be in accordance with the laws of the State of Illinois and include a waiver of subrogation in favor of Chicago Housing Authority.
   - Coverage A – Statutory Limits
   - Coverage B - Employers Liability - $500,000 bodily injury or disease each accident; each employee

3. **Auto Liability:** Required when any vehicles (owned, hired and/or non-owned) are used in connection with the Services to be performed, coverage limits of not less than $1,000,000 each accident combined single limit for Bodily Injury and Property Damage.

4. **Technology Errors & Omissions (including Cyber Liability)** required when Vendor/Consultant provides technology services or technology products under this Agreement, insurance appropriate to the professional services being performed shall provide coverage for the acts, errors, or omissions of Vendor/Consultant with a limit of not less than $1,000,000 per occurrence or claim and $2,000,000 in aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security
breach, system failure, data recovery, business interruption, cyber extortion, social engineering, 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, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

**Related Insurance Requirements**

1. Prior to the issuing of the Notice to Proceed by the CHA, the Vendor shall submit a Certificate of Insurance via an email to the CHA Procurement Specialist, evidencing compliance with the insurance requirements set forth above. The Certificate of Insurance evidencing the minimum coverages required herein shall be in force on the Effective Date of the Contract and continuously throughout the duration. The required documentation must be received prior to the commencement of any work under this Agreement.

2. It is understood and agreed to by the parties hereto that Chicago Housing Authority and others listed below shall be included as Additional Insureds on Vendor’s liability policies, with the exception of Professional Liability and Employer’s Liability and such insurance is primary to and will not seek contribution from any insurance, deductibles, self-insured retentions and/or self-insured programs available to Chicago Housing Authority.

   **Certificate Holder:** Chicago Housing Authority  
   60 E Van Buren  
   Chicago, IL 60605

   **Additional Insureds:** Collectively referred to as the “Additional Insureds” shall include Chicago Housing Authority, Chicago Housing Administration, LLC; and/or other Partnership, Limited Liability Company as established by CHA; its respective commissioners, board members, officers, directors, agents, property management firms, agents, employees, invitees and visitors.

   **Primary Coverage:** For any claims related to this Agreement, the Vendor’s insurance coverage shall be the primary policy. The Vendor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and shall not contribute with insurance provided by the Vendor.

3. The required coverages evidenced on the Certificate of Insurance shall be in force on the Effective Date of the Contract and must be received prior to the commencement of work under this Agreement. Copies of the endorsement(s) adding the CHA to Vendor’s policy as an additional insured are required upon request. Updated Certificates of Insurance are required for policies which renew during the term of this Agreement or extensions thereof. Renewal or replacement certificates shall be delivered to certificates@thecha.org. Under no circumstances shall the Vendor allow any required coverage to lapse, cancel or non-renew throughout the duration of the Agreement or extensions thereof.
4. 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. It is the responsibility of the Vendor to ensure such notice is provided to CHA prior to the condition occurring.

5. The Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Authority from liabilities that might arise out of the performance of the work under this Agreement by the Vendors or its Subcontractors. Vendor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Vendor is not relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain sufficient insurance. If the Vendor maintains broader coverage and/or higher limits than the minimum requirements, CHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CHA.

6. The Vendor shall require all subcontractors to carry the insurance required and adhere to the same requirements and conditions as outlined above for the duration of the Agreement. In the event that Vendor utilizes subcontractors to perform any Services under the Agreement on its behalf, Vendor shall require and verify that such subcontractors maintain the minimum insurance required herein or as appropriate for the work being performed. Vendor shall ensure that CHA is included as an additional insured on subcontractor’s liability insurance.

7. 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 and/or any of its subcontractors.

ARTICLE VII  EVALUATION PROCESS

Proposals will be scored on a (100) point scale by an evaluation committee scoring the technical criteria in accordance with the evaluation criteria set forth below, with CHA Diversity Goals scored by Compliance and Pricing scored by Procurement. Each Respondent must indicate its fees on the attached fee form. Fees must be reasonable and justifiable and must reflect the proposed approach/work plan, which is being evaluated under Article VII. CHA will make an award to the responsive and responsible Respondent whose proposal conforms to the solicitation and whose combined total score for price, compliance, technical factors and oral presentations provides the
best value. Notwithstanding anything contained herein, CHA reserves the right to make an award based on any other relevant considerations and in the best interest of CHA. CHA reserves the right to perform site visits that may be included in the evaluation scoring.

CHA will utilize a ratio method for scoring proposed fees. With this method, the proposal with the lowest price receives the maximum points allowed (20 points). All other proposals will receive a percentage of the points available based on their price relationship to the lowest. This is determined by applying the following formula:

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

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

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

**Example:** The lowest proposed price is $100,000. The next lowest proposal price is $125,000. The maximum point total available for price is 20 points. The proposal with the $100,000 price would receive 20 points (because it is the lowest of all proposals). Using the lowest proposal price as a base (or numerator), we would then divide the second lowest price by the first lowest price (denominator) and then multiply the result by the max point value (20) to determine the point value relative to the lowest price, as follows:

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

\[0.80 \times 20 = 16\] (points)

As such, the proposed price of $125,000 would be awarded 16 points out of a maximum point value of 20.

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

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>MAXIMUM POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPECIALIZED EXPERIENCE AND PAST PERFORMANCE (TECHNICAL):</td>
<td>30</td>
</tr>
<tr>
<td>- Respondent(s) must provide a clear, detailed methodology and explanation for overall implementation plan of the re-design of the website, and a migration/mitigation plan for content and data to the new platform. Respondent(s) demonstrates past history and success with website redesign and implementation for housing and governmental organizations comparable to and larger than the CHA in staffing, infrastructure, and other relevant categories. (10 Points)</td>
<td></td>
</tr>
</tbody>
</table>
- Respondent(s) must provide a reasonable development Level of Effort (LOE) estimates for required and desired features and functionality. **(10 Points)**

- Respondent(s) must identify Sprint Planning timelines for each phase of the project and validate requirements against goals. **(10 Points)**

**APPROACH AND WORK PLAN (TECHNICAL):**

- Ability to meet functional and technical requirements for website design and development as outlined in ARTICLE III STATEMENT OF WORK/SCOPE OF SERVICES **(30 Points).**

**ORGANIZATION STRUCTURE AND KEY PERSONNEL (TECHNICAL):**

Submit chronological resumes or corporate personnel profiles with experience for each of the key technical personnel and key support personnel committed to the project(s), and statement regarding their local availability. Include Project Manager(s). Resumes must describe previous related experience. Professional qualifications and specialized experience of Key Personnel and Key Support Personnel. **(10 Points)**

**Diversity and Inclusion Goals:**

- Demonstrated understanding and of CHA’s diversity goals, including MWD/BE and Section 3 goals, and quality of diversity submittals. **(10 Points)**

**PROPOSED FEES:**

- Respondent’s overall proposed fee for strategy, re-design, development, knowledge transfer and deliverables is reasonable, and justifiable. **(20 Points)**

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

100

After the evaluation committee has evaluated and scored the Respondents’ proposals, the Compliance Utilization Plans and the proposed fees have been evaluated and scored, CHA’s Contracting Officer shall establish the competitive range. If deemed necessary for the purpose of efficiency and economy, CHA has the right to limit the number of Respondents in the competitive range. Respondents within the competitive range will be notified and unless otherwise indicated, will be required to participate in presentations/discussions with CHA. CHA may also require further information or clarification from the Respondents in the competitive range regarding their proposals prior to the presentations/discussions. CHA, however, reserves the right to make its decision to award a contract based solely on the written submitted Proposals without any requests for presentations, formal interviews, negotiations or further discussions.

The objective of the presentations/discussions is to answer questions, clarify issues, and/or provide additional information regarding a Respondent’s proposal and negotiate. Presentations will be evaluated according to the criteria established by the evaluation committee. Respondents in the competitive range will be scored on a maximum 30-point scale. The resulting points will be added to their written proposal scores for a total score.
ORAL PRESENTATION EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>TOTAL ORAL PRESENTATION POINTS</th>
<th>MAXIMUM POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>30</td>
</tr>
</tbody>
</table>

Following the presentations, the evaluation committee members will evaluate and summarize their findings for each firm that participates in the presentations, and the evaluation committee will submit scores to Procurement. CHA will make an award to the responsive and responsible Respondent(s) whose proposal conforms to the solicitation requirements and whose combined total score for price, compliance, technical factors and oral presentations provides the best value to CHA. Notwithstanding anything contained herein, CHA reserves the right to make an award based on any other relevant considerations and in the best interest of CHA.

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

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ARTICLE VIII DIVERSITY AND INCLUSION GOALS

In its procurement of goods and services, CHA seeks relationships with vendors who share our values for inclusive and equitable contracting opportunities. CHA values contract diversity and is committed to strengthening workforce development and economic opportunities for low-income workers, and Minority, Women, and Disadvantaged Business, including Section 3 Businesses.

1. Summary of Contract Requirements

<table>
<thead>
<tr>
<th>Type of Contract</th>
<th>M/W/DBE</th>
<th>Section 3 (Labor Hours)</th>
<th>S3 Business subcontracting (&gt; $250,000)</th>
<th>Davis Bacon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Professional Service (licensure required)</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Professional Service (non-licensure required)</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Professional Services (direct services to residents)</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Material &amp; Supply</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

* if not self-performing

Minimum Thresholds for Contract Diversity:

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

Certified Minority, Women, and Disadvantaged Business Enterprises (M/W/DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Vendors and their subcontractors or suppliers must take all necessary and reasonable steps to ensure that M/W/DBEs have the maximum opportunity to compete for and perform contracts financed in whole or in part by federal funds. CHA establishes minimum **thresholds** for all contracts over $50,001. The percentage is required for the entire project amount and not limited to CHA’s funding. Vendors unable to meet the threshold requirement may propose indirect participation subject to CHA’s written approval.

Section 3 Business Subcontracting – For contracts >$250,000, vendors are required to subcontract to Section 3 Businesses, unless self-performing. CHA Establishes minimum thresholds. To locate a Section 3 Business visit the Workforce Opportunity Resource Center (WORC) site. Professional Services that directly provide support services for CHA residents are not required to sub-contract to Section 3 Businesses but are encouraged to sub-contract when feasible. Vendors unable to meet the threshold requirement may propose indirect participation subject to CHA’s written approval. These may include, but are not limited to mentorship programs, internships, training, and employment opportunities for non-CHA funded projects, or payment into CHA’s Workforce & Education Fund.
Section 3 Labor Hours

CHA supports HUD’s Section 3 requirement which counts labor hours. All applicable contracts require at least 25% of the labor hours performed on a project are done so with Section 3 workers and businesses, of which 5% of those hours must be performed by Targeted Section 3 workers (i.e. CHA residents and HCV participants). Vendors will report these hours via B2Gnow and/or LCPtracker or through required affidavits based on the contract type (HUD Section 3 24 CFR part 75).

Davis Bacon and Minimum Wage Requirements:

The Davis-Bacon & Related Acts apply to construction contracts over $2,000 and ensures that all construction employees are paid under the US Department of Labor’s wage decision. Union contractors must ensure that Davis-Bacon wages are met, in accordance with the contract.

All CHA contracts must comply with the current local Minimum Wage requirement. The Minimum Wage Requirements shall be specifically incorporated as a contractual requirement in any award and agreement resulting from this solicitation for any of the Selected Respondent’s covered employees. The Respondent must consider the Minimum Wage Requirement in determining its fees for services to be performed or provided by the Respondent under its fee proposal and other submittals. 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).

The following chart indicates the goals set by CHA for each type of contract.

<table>
<thead>
<tr>
<th>Type of Contract</th>
<th>Contract Amount</th>
<th>MBE/WBE/DBE Participation</th>
<th>Section 3 Business Subcontracting (&gt;250,000)</th>
<th>Section 3 Labor Hours (25% of which 5% is through CHA resident hires)***</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$50,001+</td>
<td>30%</td>
<td>10%</td>
<td>25%</td>
</tr>
<tr>
<td>Supply &amp; Delivery</td>
<td>$50,001 +</td>
<td>20%</td>
<td>3%*</td>
<td>N/A</td>
</tr>
<tr>
<td>Professional</td>
<td>$50,001 +</td>
<td>20%</td>
<td>3%**</td>
<td>25%</td>
</tr>
</tbody>
</table>

*Or indirect   **excludes direct support service providers   *** Required regardless of contract amount

[REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]
1. Utilization Plan:

This chart is a list of items needed to evaluate a full utilization Plan (UP). All respondents to CHA solicitations must submit a UP which enables CHA to evaluate how they will fulfill contract requirements.

<table>
<thead>
<tr>
<th>Document Name</th>
<th>To be Completed By</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilization Plan (UP) M/W/DBE and Section 3 Businesses</td>
<td>Prime Contractor</td>
<td>This Excel worksheet will include all M/W/DBE and Section 3 Businesses subcontracting as well as proposed indirect, etc.</td>
</tr>
<tr>
<td>Letter of Intent</td>
<td>Each M/W/DBE and Section 3 subcontractor listed on the UP including a self-performing Prime Contractor</td>
<td>If a Prime is a M/W/DBE and they are self-performing, they must submit a Letter of Intent. A Letter of Intent for each sub-contractor that is MWD/BE or Section 3 Business must also be submitted. The information outlined in the UP must correspond with the Letters.</td>
</tr>
<tr>
<td>Letter of M/W/DBE Certification</td>
<td>Each M/W/DBE listed on UP, including a self-performing Prime Contractor</td>
<td>This form must be submitted with every UP and Letter of Intent and include current certification letters. Applications are not accepted.</td>
</tr>
<tr>
<td>Waiver Request- M/W/DBE</td>
<td>Prime Contractor</td>
<td>This form is only to be used if a vendor cannot meet their subcontracting requirements and all good-faith efforts, including indirect participation, have been exhausted. The form must include (1) the scope of work and (2) the reason the Prime cannot meet the commitments outlined.</td>
</tr>
<tr>
<td>Other Economic Opportunities (OEO)</td>
<td>Prime Contractor</td>
<td>If vendor is unable to subcontract to a Section 3 Business in full or in part they will need to propose indirect participation through the OEO section on the UP, or make commensurate payment upfront into the Workforce and Education Fund, subject to approval by CHA.</td>
</tr>
<tr>
<td>Contract Compliance Certification</td>
<td>Prime Contractor</td>
<td>Acknowledgment by the Vendor of their understanding of the CHA’s diversity and inclusion contract requirements.</td>
</tr>
</tbody>
</table>
## 2. Reporting Requirements:

<table>
<thead>
<tr>
<th>Contract Requirement</th>
<th>System</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Contracts</td>
<td>LCPtracker</td>
<td>Certified Payroll Reports must be entered into LCPtracker weekly. This system also tracks compliance with Davis Bacon and Section 3 hours.</td>
</tr>
<tr>
<td>Professional Services</td>
<td>B2GNow</td>
<td>Payments must be entered into B2Gnow for every pay application monthly. This system tracks and verifies Prime and Subcontractor payments made and received.</td>
</tr>
</tbody>
</table>

### Additional Information:

(a) COUNTING M/W/DBE AND SECTION 3 BUSINESS (S3B) CREDIT: A business that is both self-identified /certified as a Section 3 Business and certified as a M/W/DBE will count towards subcontracting requirements for both the M/W/DBE and Section 3 sub-contracting requirements.

(b) PROVIDING OPPORTUNITIES TO SECTION 3 WORKERS: In accordance with 24 CFR part 75.9, Prime and sub-contractors (including Section 3 Businesses) on CHA/HUD-funded contracts must ensure that Section 3 workers are provided economic opportunities with the following preference when applicable: a) residents of the project where the assistance is being provided; b) residents of other public housing or Section 8; c) Youthbuild participants; and d) resident of the metropolitan area.

(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 Department of Procurement and Contracts (DPC) 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.

### Definitions

Section 3 Business are defined a business that either is a) 51% owned by public housing or housing choice voucher participant(s); b) 51% owned by a low-income person(s); or c) 75% of the labor hours are performed by low-income workers.

Davis-Bacon and Related Acts directs the US Depart of Labor to determine prevailing wage for construction projects.

Indirect Participation refers to the value of payments made to MWD/BE firms for work that is done outside of the proposed project or commensurate value to S3 Business or CHA residents/participants in other economic opportunities.
Additional information on CHA’s contract requirements and forms can be found at www.thecha.org/doing-business.

ARTICLE IX  STANDARD PROFESSIONAL SERVICES AGREEMENT

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

[REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]
ARTICLE X  EXECUTIVE SUMMARY FORM

A. The undersigned, hereby acknowledges having received a full set of the Request for Proposal (RFP) Event # 3238.

B. The undersigned proposes, in accordance with all terms of the contract documents of which this proposal is a part, to perform all services in accordance with the terms and conditions specified herein. The proposer also agrees that this proposal to offer services to CHA will remain in effect for one hundred eighty (180) days from the date on which proposals are due unless a written letter of withdrawal is submitted to CHA Contracting Officer prior to the award of the contract.

C. All prices quoted herein shall remain firm for the period of this contract and shall not increase during the initial term of the contract.

D. Company’s Name: _____________________________________________________
Address: _____________________________________________________________
City, State, Zip Code:_____________________________________________________

I do solemnly declare and affirm under penalty of perjury that the contents of the forgoing documents are true and correct, and that I am authorized, on behalf of the firm, to commit to this proposal.

Name of Preparer (print)       Title
__________________________________________
Signature                     Date
__________________________________________
Attesting Signer’s name (required for corporations)  Title
__________________________________________
Attesting Signature (required for corporations)  Title
__________________________________________
Contact Person’s Name and Title
__________________________________________
Telephone Number       Fax Number
__________________________________________
Email Address

Note: Executive Summary Sheet must be completed, or Proposal may be deemed non-responsive. Rubber-stamped or typed signatures will disqualify your proposal.
I, ________________________________, the undersigned being a duly authorized official of ________________________________ hereby acknowledges receipt of the above referenced RFP offering and certify the intent of this firm to submit a Proposal in response to the Request.

*************************************************************************************************************

PLEASE EXECUTE AND SUBMIT THIS FORM THE SUPPLIER PORTAL AT HTTPS://SUPPLIER.THECHA.ORG. NO LATER THAN FRIDAY, AUGUST 25, 2023 BY 11:00 AM, CT.

*************************************************************************************************************

FIRM’S NAME:

________________________________________________________________________

ADDRESS:

____________________________________________________________________________

CITY:____________________________STATE:____________ZIPCODE:________________

TELEPHONE:__________________________WEBSITE: _____________________________

PRINCIPAL CONTACT: ____________________________TITLE:_____________________

SIGNATURE:_____________________________________DATE: _____________________

DIRECT PHONE: ______________________ EMAIL: ______________________________
<table>
<thead>
<tr>
<th>Unit No.</th>
<th>Specification/Service Description</th>
<th>Unit of Measure</th>
<th>Bidder’s Unit Price</th>
<th>Estimated Quantities</th>
<th>Total Bid Price (Bidder’s Unit Price x Estimated Quantities)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Website Design, Development, &amp; Training (Base Year 1 Only)</td>
<td>Each</td>
<td></td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Website Support &amp; Maintenance</td>
<td>Hourly</td>
<td></td>
<td>2,720</td>
<td>$</td>
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<tr>
<td>3</td>
<td>Website Hosting: Licensing, Copywriting, Creative Tools and Services</td>
<td>Monthly</td>
<td></td>
<td>36</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>3 Year BASE TERM Aggregate Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

---

**Event No: 3238**

CHA Website Redesign and Development
<table>
<thead>
<tr>
<th>Unit No.</th>
<th>Option Year 1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Specification/Service Description</td>
</tr>
<tr>
<td>1</td>
<td>Website Support &amp; Maintenance</td>
</tr>
<tr>
<td>2</td>
<td>Website Hosting: Licensing, Copywriting, Creative Tools and Services</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit No.</th>
<th>Option Year 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Specification/Service Description</td>
</tr>
<tr>
<td>1</td>
<td>Website Support &amp; Maintenance</td>
</tr>
<tr>
<td>2</td>
<td>Website Hosting: Licensing, Copywriting, Creative Tools and Services</td>
</tr>
</tbody>
</table>

AGGREGATE TOTAL CONTRACT (Base + Opt Yrs) $ -
ATTACHMENT B

LETTER OF INTENT TO SUBMIT A PROPOSAL
REQUEST FOR PROPOSALS (RFP) EVENT # 3238
CHA Website Redesign and Development

I, ___________________________________________, the undersigned being a duly authorized official of __________________________________________ hereby acknowledges receipt of the above referenced RFP offering and certify the intent of this firm to submit a Proposal in response to the Request.

*************************************************************************************************************

PLEASE EXECUTE AND SUBMIT THIS FORM THE SUPPLIER PORTAL AT HTTPS://SUPPLIER.THECHA.ORG. NO LATER THAN FRIDAY, AUGUST 25, 2023 BY 11:00 AM, CT.

*************************************************************************************************************

FIRM’S NAME: __________________________________________________________________________

ADDRESS: ______________________________________________________________________________

CITY:____________________________STATE:____________ZIPCODE:________________

TELEPHONE:__________________________WEBSITE: _____________________________

PRINCIPAL CONTACT: ____________________________TITLE:_____________________

SIGNATURE:_____________________________________DATE: _____________________

DIRECT PHONE: ______________________ EMAIL: ________________________________
### VENDOR SUBMISSION CHECKLIST (REQUEST FOR PROPOSAL)

INITIAL NEXT TO EACH DOCUMENT BEFORE SUBMITTING

<table>
<thead>
<tr>
<th>SOLICITATION NAME: CHA Website Redesign and Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>EVENT No.: 3238</td>
</tr>
</tbody>
</table>

**RFP SUBMISSION REQUIREMENTS**

- Cover Letter and Executive Summary Form
- Qualifications & Experience
- Approach/Work Plan
- Work History with CHA and other Local Public Agencies
- Past Performance (min of 3, max of 5)
- References (3 current)
- Organization Structure & Key Personnel
- Fee Form
- Current Certificate of Insurance
- Joint Venture Agreement, if applicable
- Liens, Suits, Disputes, Defaults & Judgements
- Audit Findings & Other Compliance Reports/Evaluations
- Debarment Statement
- Economic Disclosure Statement & Affidavit
- Financial Information (Accountant’s Report, Balance Sheet, Income Statement, Cash Flow Statement Footnotes (if applicable))
- M/W/DBE Utilization Plan
- Response to Diversity Goals Questions
- Statement of Bidder's Qualifications
- Subcontractor Information Submittal Form
- Contractor’s Affidavit
- Letter of Intent - M/W/DBE & Section 3 Subcontractors
- Contract Compliance Certification Form
- HUD Form 2530 Previous Participation Certificate
- HUD Form 5370-C General Conditions for Non-Construction Contracts

**MISCELLANEOUS DOCUMENTS/CORRESPONDENCE**

---

VENDOR SIGNATURE: ___________________________ DATE: ________________
CONTRACT NO. ____

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

______________________________

AND

THE CHICAGO HOUSING AUTHORITY
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EXHIBIT IV UTILIZATION PLAN
EXHIBIT V GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS (HUD FORM 5370-C)
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EXHIBIT VII CONTRACTOR’S AFFIDAVIT
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EXHIBIT IX FEE SCHEDULE
CONTRACT NO. ________

AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is entered into as of this ___ day of ___ 20__ by and between the CHICAGO HOUSING AUTHORITY (the "CHA"), a municipal corporation organized under the Illinois Housing Authority Act 310 ILCS 10/1 et seq., with offices at 60 E. Van Buren St., Chicago, Illinois and ________________________, (the "Contractor"), [a/an] [Type of Entity] with offices at [address].

RECITALS

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

WHEREAS, the CHA released Request for Proposals No. _______________ ("RFP") on or about _____________, 20__ to __________________________________________________;

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

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

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

ARTICLE 1. INCORPORATION OF RECITALS

Section 1.01 Incorporation of Recitals

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

Section 1.02 Definitions

“Contract” means this contract entered into between the CHA and the Contractor. It includes the Agreement, the General Conditions for Non-Construction Contracts (HUD Form 5370-C), the Contractor’s Affidavit and any other documents or exhibits which have been specifically incorporated by reference in the Agreement.
ARTICLE 2. CONTRACTOR'S DUTIES AND RESPONSIBILITIES

Section 2.01 Services to be Performed

A. Scope of Work

The services that the Contractor shall provide during the term of the Agreement shall include, but not be limited to, (hereinafter collectively referred to as the “Services”).

B. Statement of Work

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

C. Deliverables

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

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

Section 2.02 Performance Standards

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

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

Section 2.03 Key Personnel

_______________________________ shall be responsible for supervising Contractor’s personnel and directing the Services to be performed during the term of the Agreement. The Contractor retains the right to substitute key personnel with reasonable cause, or in the event of the departure of designated key personnel, by giving written notice to the CHA, provided that the CHA shall have the right to approve such staff changes and said approval shall not be unreasonably withheld.

Section 2.04 Non-Discrimination


Section 2.05 Section 3 and CHA’s Diversity and Inclusion Contract Requirements

A. Section 3 – Compliance: Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u, (Section 3), and the regulations implementing Section 3 at 24 C.F.R. Part 75 – Economic Opportunities for Low- and Very Low-Income Persons, require that any contract or subcontract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form
of training, employment, contracting, and other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction be directed to low- and very low-income persons. The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R Part 75 and CHA’s Diversity and Inclusion Contract Requirements regarding employment, subcontracting and training opportunities for Section 3 Workers, Targeted Section 3 Workers, and Section 3 Business Concerns.

B. CHA’s Diversity and Inclusion Contract Requirements are attached hereto as Exhibit III. Contractor’s Compliance Utilization Plan is attached hereto as Exhibit IV. The Diversity and Inclusion Contract Requirements and Contractor’s approved Utilization Plan (as such may be updated) are incorporated into this Agreement.

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

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

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

Section 2.07 Ownership of Work Product, Documents, Records and Reports

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

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

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

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

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

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

D. The Contractor shall maintain its books, records, documents, and other materials related to the performance of the Agreement for a period of three (3) years following the expiration or termination of the Agreement and after final payment has been made and all other pending matters are closed, and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred or anticipated to be incurred for or in connection with the performance of the Contractor's Services under the Agreement. The Contractor shall maintain its accounting system, books and records in a manner that complies with generally accepted accounting principles ("GAAP"), consistently applied throughout.
E. The provisions of Section 2.07 shall survive the expiration or termination of the Agreement.

F. The Contractor shall flow down the provisions of this Section 2.07 titled “Ownership of Work Product, Documents, Records and Reports” to its subcontractors at every tier.

Section 2.08 Audit Requirement

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

Section 2.09 Confidentiality

The Contractor agrees that all Deliverables, reports, documents or other information prepared or assembled by, or received or encountered by the Contractor, its employees, agents and subcontractors pursuant to this Agreement are to remain confidential (“Confidential Information”). Further, the Contractor agrees that such Confidential Information shall not be made available to any individual or organization other than the CHA, HUD or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of the CHA. In the event the Contractor is presented with a subpoena regarding such Confidential Information, which may be in the Contractor’s possession by reason of this Agreement, the Contractor must immediately give notice to the CHA’s Chief Executive Officer and Chief Legal Officer with the understanding that the CHA will have the opportunity to contest such process by any means available to it before the Confidential Information is submitted to a court or other third party. The Contractor, however, is not obligated to withhold the delivery of such Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended. The Contractor agrees that Section 2.09 of the Agreement shall survive the termination of the Agreement.

Section 2.10 Subcontracts and Assignments

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

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

Section 2.11 Patents and Copyrights
The CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for CHA or HUD purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any rights of copyright or patent of which the Contractor purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

Section 2.12 Religious Activities

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

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

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

Section 2.13 Drug-Free Workplace

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

Section 2.14 Force Majeure

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

Section 2.15 HUD and CHA Inspectors General

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

Section 2.16 Compliance with CHA Policies

The Contractor shall comply with the applicable provisions of all CHA policies in effect during the term of the Agreement including, but not limited to:

- Ethics Policy
- Language Access Policy
Section 2.17  Minimum Wage

Contractor shall (i) pay its employees no less than the current applicable City of Chicago minimum wage requirement. Notwithstanding the foregoing, applicable Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) shall 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 965.101).

Section 2.18  Health and Safety

Contractor shall have sole responsibility for compliance with all requirements of the Occupational Health and Safety Act (OSHA) regulations with respect to its employees, including such requirements pertaining to hazard notification, training, and required equipment and work protocols. In addition to any other applicable local, state, and federally required training, Contractor shall ensure that its employees receive training and specific instructions regarding hazards unique to the Services contemplated herein. Contractor agrees to comply with Chicago Housing Authority’s COVID-19 Safety Protocols, attached hereto as Exhibit VIII.

ARTICLE 3.  TERM OF AGREEMENT

Section 3.01  Term of Agreement

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

Section 3.02  Contract Extension Options

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

Section 3.03  Timeliness of Performance

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

Section 4.01 Compensation (Note: The CHA will modify this section accordingly dependent on the type of contract)

The CHA shall pay the Contractor $____________________ for the satisfactory performance of the Services. The Contractor agrees not to perform, and waives any and all claims for payment of work, materials, expenses, resources or other claims which would result in billings beyond this amount. It is mutually understood and agreed by the parties that the above agreed upon compensation amount, which includes all reimbursable expenses, is the only compensation provided for in this agreement and there will be no additional, costs, fees or other type of profit allowable or paid under this Agreement without an express written amendment to the Agreement authorizing said additional work or expenses. All compensation shall be in accordance with the rates set forth in the Fee Schedule attached hereto as Exhibit IX.

Section 4.02 Payment Note: The CHA will modify this section accordingly dependent on the type of contract)

The Contractor shall submit an invoice within ten (10) business days after the end of each [month] [quarter] during the term of this Agreement to. Each invoice shall contain back-up information as required by the CHA, including but not limited to, a brief description of the services provided during the invoice period, broken down by building or project identification. Invoices shall identify personnel performing the Services and shall set forth the applicable billing rates. The CHA shall not be required to give approval or make payments pursuant to a submitted invoice unless the information required to be included with the invoice, or that has been specifically requested by the CHA, and all the reporting requirements and Deliverables as set forth in this Agreement, or other reasonable and written requests by CHA for additional information, have been met. Invoices shall be directed to: accountspayable@thecha.org or, if mailed to Chicago Housing Authority, Accounts Payable, 60 E. Van Buren Street, 11th Floor, Chicago, Illinois 60605.

CHA will make commercially reasonable efforts to make payment for services rendered under this Agreement within thirty (30) days after receipt and approval of each invoice submitted. All invoices shall be subject to review and approval by the CHA. If the CHA objects to all or any portion of any invoice, it shall notify the Contractor of its objection in writing and both parties shall make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, the CHA may, at its option, pay the undisputed portion of any invoice without being deemed to have accepted the disputed portion. All disputes regarding invoices shall be handled in accordance with Paragraph no. 7 of the General Conditions.

Section 4.03 Administrative Agent

CHA has retained Private Property Management Firms (“PPMs”) to provide property management services for its properties. CHA may designate the PPM servicing each property covered by this Agreement as its Contract Administrative Agent for all contract management services relating to this Agreement, including payment. Accordingly, if so directed, Contractor shall submit all invoices to the designated PPM, and Contractor shall be paid by the PPM directly. If this Agreement covers multiple properties, Contractor shall submit separate invoices to the PPM for each property.
Section 4.04 Non-Appropriation

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

ARTICLE 5. DISPUTES

Section 5.01 Disputes

In the event of a dispute between the CHA and the Contractor involving this Agreement, both parties will attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, either party shall, unless otherwise set forth herein, submit the dispute in writing to CHA’s Deputy Chief of Procurement in accordance with the provision set forth in Paragraph No. 7 of the HUD General Conditions for Non-Construction Contracts (Exhibit V).

ARTICLE 6. RISK MANAGEMENT

Section 6.01 Insurance

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

Section 6.02 Indemnification

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

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

The CHA shall have the right, at Contractor’s expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the CHA free and harmless are separate from and not limited by the Contractor’s responsibility to obtain, procure and maintain insurance pursuant to any other section of this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

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

Section 7.01 Events of Default Defined

Each of the following shall constitute an event of default:

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

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

   1. Failure to perform the Services with sufficient personnel or with sufficient material to ensure the performance of the Services or due to a reason or circumstance within the Contractor’s control;
   
   2. Failure to meet any of the performance standards set forth in this Agreement;
   
   3. Failure to maintain required licenses or certifications required for the performance of the Services.
   
   4. Failure to perform the Services in a manner reasonably satisfactory to the CHA, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
   
   5. Failure to promptly re-perform within a reasonable time Services or Deliverables that were rejected as erroneous or unsatisfactory;
   
   6. Discontinuance of the Services for reasons or circumstances within Contractor’s control;


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

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

9. Failure to cooperate with the CHA or HUD Inspector General in any investigation, audit, review, inspection or hearing.

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

D. The filing of a voluntary petition of bankruptcy or insolvency or a petition for reorganization under any bankruptcy law by Contractor;

E. The consent to an involuntary petition in bankruptcy or the failure of Contractor to have vacated within ninety (90) days from the date of entry thereof any order approving an involuntary petition;

F. The entering of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating Contractor bankrupt or insolvent or approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or a substantial part of such party’s assets, and such order, judgment or decree continuing unstayed and in effect for a period of one hundred twenty (120) consecutive days.

G. Abusive or disruptive behavior on the part of Contractor or Contractor’s employees or subcontractors directed at CHA’s residents, property managers, or employees in the performance of the Services.

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

Section 7.02 Remedies

Within five (5) business days after Contractor has been provided written notice from CHA of the occurrence of each default, Contractor shall provide a statement setting forth the actions that Contractor has taken and/or proposes to take with respect to curing the default, and an estimated time period within which Contractor anticipates being able to cure the default.

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

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

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

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

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

E. The right to take over and complete the Services or any part thereof, either directly or through others.

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

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

Section 7.03 Termination for Convenience

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

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

Section 7.04 Suspension

The CHA may at any time request that the Contractor temporarily suspend its Services, or any part thereof, by giving ten (10) days prior written notice to the Contractor or upon no notice in the event of an emergency. No costs incurred during such suspension of services shall be allowed. The Contractor shall promptly resume its performance of such Services under the same terms and conditions as stated herein upon written notice by the CHA. Contractor shall cooperate with CHA to ensure an orderly resumption of Services following any suspension.

Section 7.05 No Damages for Delay

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

Section 7.06 Right to Offset

To the extent permitted by applicable law:

A. In connection with performance under the Agreement, the CHA may offset any incremental costs and other damages the CHA incurs in any and all of the following circumstances:

i. If the CHA terminates the Agreement for default or any other reason resulting from the Contractor’s performance or non-performance;

ii. If the CHA exercises any of its remedies under Section 7.02 of the Agreement;

iii. If the CHA has any credits due or has made any overpayments under the Agreement.

The CHA may offset these incremental costs and any other damages by use of any payment due for Services completed before the CHA terminated the Agreement or before the CHA exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, the Contractor shall be liable for and must promptly remit to the CHA the balance upon written demand for it. The right to offset is in addition to and not a limitation of any other remedies available to the CHA.

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

ARTICLE 8. WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS

Section 8.01 Warranties, Representations and Covenants

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

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

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

C. That Contractor and its subcontractors, if any, are not in default at the time of the execution of this Agreement, or within the last five (5) years, been terminated for default on any contract awarded by the CHA.

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

E. That the Contractor has carefully examined and analyzed the provisions and requirements of this Agreement and that it understands the nature of the Services required;

F. That the Contractor acknowledges that the CHA, in its selection of the Contractor to perform the Services hereunder, materially relied upon the Contractor's Proposal, that the Proposal was accurate at the time it was made and that no material changes in it have been nor will be made without the express consent of the CHA;

G. That the Contractor and, to the best of its knowledge, its subcontractors are not in violation of the provisions of 18 U.S.C. § 666 (a)(2) and other federal criminal laws applicable to public contracts funded with federal government funds, the Illinois Criminal Code, 720
ILCS 5/33E-1 et seq. (1989), as amended; and the CHA's Ethics Policy, as amended and during the term of the Agreement will not violate the provisions of such laws and policies.

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

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

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

Section 8.02 Joint and Several Liability

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

Section 8.03 Business Documents and Contractor’s Affidavit

Contractor shall provide to the CHA evidence of its authority to conduct business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois. The Contractor’s Affidavit attached hereto as Exhibit VII and Contractor’s Economic Disclosure Statement are incorporated by reference as if fully set forth herein. Contractor shall at all times be in compliance with the representations contained in the Contractor’s Affidavit and Contractor’s Economic Disclosure Statement and shall disclose any changes to the accuracy of the representations made therein.

Section 8.04 Conflict of Interest

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

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

C. Additionally, pursuant to the conflict of interest requirements in 2 C.F.R. §200.318 (c), no person who is an employee, agent, consultant, officer, or appointed official of the CHA and who exercises or has exercised any functions or responsibilities with respect to HUD assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to HUD activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds hereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one year thereafter.


Section 8.05 Non-Liability of Public Officials

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

Section 8.06 Independent Contractor

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

ARTICLE 9. GENERAL CONDITIONS

Section 9.01 Entire Agreement

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

Section 9.02 Counterparts

This Agreement may be executed in several identical counterparts, each of which shall be deemed an original and constitute one Agreement binding on the parties hereto. Return of this document by electronic transmission bearing the signature of a party hereto constitutes the execution and acceptance of such party. This agreement may be executed via DocuSign or other electronic signature software, which shall be deemed an original.

Section 9.03 Amendments

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

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

Section 9.04 Compliance with All Laws and Regulations

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

Section 9.05 Deemed Inclusion

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

Section 9.06 Severability

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

Section 9.07 Jurisdiction

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

Section 9.08 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.
Section 9.09 Assigns

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

Section 9.10 Cooperation and Duties Upon Termination

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

Upon expiration or termination of this Agreement for any reason:

(a) Contractor will immediately deliver to CHA, at no cost to CHA, all books and records maintained by it pursuant to this Agreement and do all that is reasonably necessary to facilitate the orderly transition of the Services;

(b) Contractor shall be responsible for losses incurred by CHA as a result of Contractor’s failure to maintain or provide records required to be maintained under this Agreement.

(c) Contractor shall use best efforts to transition to any successor contractor all contracts, leases, or other agreements Contractor entered into under or pursuant to the terms of this Agreement. The responsibility of such transition belongs solely to Contractor and Contractor agrees that it will not attempt to hold the CHA accountable for any contracts, leases or other agreements that Contractor entered into for any reason. Contractor further accepts responsibility for paying all of CHA’s costs, including reasonable attorney’s fees, for any action that arises against the CHA regarding the contracts, leases or agreements entered into by Contractor under this Agreement.

(d) Contractor shall flow down the terms of this Section 9.10 to all its contracts associated with the Services and shall assure no interruption of Services.

Section 9.11 Waiver

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


The Contractor shall flow down the following provisions of the Agreement and General Conditions to its contracts with subcontractors: Section 2.04, Section 2.05, Section 2.06, Section 2.07, Section 2.08, Section 2.09, Section 2.10, Section 2.11, Section 2.12, Section 2.13, Section 2.14, Section 2.15, Section 2.16, Section 2.17, Section 7.03, Section 7.04, and Section 9.04 of the Agreement and paragraph numbers 2, 3, 4, 5, 6, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21 and 22 of the General Conditions.

Section 9.13 Participation by Other Government Agencies

Other local government agencies (“Local Government Agencies”) may be eligible to purchase Services pursuant to the terms and conditions of this Agreement if such agencies are authorized, by law or their governing bodies, to utilize such Services, if such authorization is allowed by CHA’s Contracting Officer, and if such purchases have no significant net adverse effect on CHA and result in no observed diminished ability on the Contractor to provide the Services to CHA. Local Government Agencies shall include without limitation: City of Chicago, Chicago Park District, Chicago Public Schools, Chicago Transit Authority, and City Colleges of Chicago. All purchases and payment transactions shall be made directly between the Contractor and the requesting Local Government Agency. CHA shall not be responsible for payment of any amounts owed by any Local Government Agency to Contractor. CHA assumes no authority, liability or obligation on behalf of any Local Government Authority.

ARTICLE 10. COMMUNICATION AND NOTICES

Section 10.01 Communication Between the Parties

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

Section 10.02 Notices

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

________________________________________
________________________________________
________________________________________

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

Chicago Housing Authority Copy to Chicago Housing Authority
60 E. Van Buren St. 60 E. Van Buren St.
Chicago, Illinois 60605 Chicago, Illinois 60605
Attention: Chief Executive Officer Attention: Chief Legal Officer

ARTICLE 11. AUTHORITY

Section 11.01 CHA's Authority

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

Section 11.02 Contractor's Authority

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

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

CHICAGO HOUSING AUTHORITY [CONTRACTOR NAME]

By: ____________________________ By: ____________________________
Sheila Johnson Print Name:
Deputy Chief Procurement Title:

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

By: ____________________________
Ellen Harris
Chief Legal Officer
EXHIBIT I

SCOPE OF WORK/STATEMENT OF WORK
ILLINOIS EQUAL OPPORTUNITY CLAUSE

TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY MANAGEMENT
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES
CHAPTER X: DEPARTMENT OF HUMAN RIGHTS
PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES
SECTION 750. APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Section 750. APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)
EXHIBIT III
CHA’S DIVERSITY AND INCLUSION CONTRACT REQUIREMENTS

Chicago Housing Authority
Diversity and Inclusion
Contract Requirements

In its procurement of goods and services, CHA seeks relationships with vendors who share our values for inclusive and equitable contracting opportunities. CHA values contract diversity and is committed to strengthening workforce development and economic opportunities for low-income workers, and Minority, Women, and Disadvantaged Business, including Section 3 Businesses.

1. Summary of Contract Requirements

<table>
<thead>
<tr>
<th>Type of Contract</th>
<th>MW/DBE</th>
<th>Section 3 (Labor Hours)</th>
<th>S3 Business subcontracting (&gt; $250,000)</th>
<th>Davis Bacon</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Professional Service (licensure required)</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Professional Service (non-licensure required)</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Professional Services (direct services to residents)</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Material &amp; Supply</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

* if not self-performing

Minimum Thresholds for Contract Diversity:

Minority/Women/Disadvantaged Business Enterprises (MW/DBEs)

Certified Minority, Women, and Disadvantaged Business Enterprises (MW/DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Vendors and their subcontractors or suppliers must take all necessary and reasonable steps to ensure that MW/DBEs have the maximum opportunity to compete for and perform contracts financed in whole or in part by federal funds. CHA establishes minimum thresholds for all contracts over $50,001. The percentage is required for the entire project amount and not limited to CHA’s funding. Vendors unable to meet the threshold requirement may propose indirect participation subject to CHA’s written approval.

Section 3 Business Subcontracting – For contracts >$250,000, vendors are required to subcontract to Section 3 Businesses, unless self-performing. CHA establishes minimum thresholds. To locate a Section 3 Business visit the Workforce Opportunity Resource Center (WORC) site. Professional Services that directly provide support services for CHA residents are not required to sub-contract to Section 3 Businesses but are encouraged to sub-contract when feasible. Vendors unable to meet the threshold requirement may
propose indirect participation subject to CHA’s written approval. These may include, but are not limited to mentorship programs, internships, training, and employment opportunities for non-CHA funded projects, or payment into CHA’s Workforce & Education Fund.

Section 3 Labor Hours

CHA supports HUD’s Section 3 requirement which counts labor hours. All applicable contracts require at least 25% of the labor hours performed on a project are done so with Section 3 workers and businesses, of which 5% of those hours must be performed by Targeted Section 3 workers (i.e. CHA residents and HCV participants). Vendors will report these hours via B2Grow and/or LCPtracker or through required affidavits based on the contract type (HUD Section 3 24 CFR part 75).

Davis Bacon and Minimum Wage Requirements:

The Davis-Bacon & Related Acts apply to construction contracts over $2,000 and ensures that all construction employees are paid under the US Department of Labor’s wage decision. Union contractors must ensure that Davis-Bacon wages are met, in accordance with the contract.

All CHA contracts must comply with the current local Minimum Wage requirement. The Minimum Wage Requirements shall be specifically incorporated as a contractual requirement in any award and agreement resulting from this solicitation for any of the Selected Respondent’s covered employees. The Respondent must consider the Minimum Wage Requirement in determining its fees for services to be performed or provided by the Respondent under its fee proposal and other submittals. 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).

The following chart indicates the goals set by the CHA for each type of contract.

<table>
<thead>
<tr>
<th>Type of Contract</th>
<th>Contract Amount</th>
<th>MBE/WBE/DBE Participation</th>
<th>Section 3 Business Subcontracting (&gt; $250,000)</th>
<th>Section 3 Labor Hours (25% of which 5% is through CHA resident hires)**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$50,001+</td>
<td>30%</td>
<td>10%</td>
<td>25%</td>
</tr>
<tr>
<td>Supply &amp; Delivery</td>
<td>$50,001+</td>
<td>20%</td>
<td>3%</td>
<td>N/A</td>
</tr>
<tr>
<td>Professional Services</td>
<td>$50,001+</td>
<td>20%</td>
<td>3%**</td>
<td>25%</td>
</tr>
</tbody>
</table>

*Or indirect **excludes direct support service providers *** Required regardless of contract amount
2. Utilization Plan:

This chart is a list of items needed to evaluate a full utilization Plan (UP). All respondents to CHA solicitations must submit a UP which enables CHA to evaluate how they will fulfill contract requirements.

<table>
<thead>
<tr>
<th>Document Name</th>
<th>To be Completed By</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilization Plan (UP) M/WDBE and Section 3 Businesses</td>
<td>Prime Contractor</td>
<td>This Excel worksheet will include all M/WDBE and Section 3 Businesses subcontracting as well as proposed indirect, etc.</td>
</tr>
<tr>
<td>Letter of Intent</td>
<td></td>
<td>If a Prime is a M/WDBE and they are self-performing, they must submit a Letter of Intent. A Letter of Intent for each sub-contractor that is M/WDBE or Section 3 Business must also be submitted. The information outlined in the UP must correspond with the Letters.</td>
</tr>
<tr>
<td>Letter of M/WDBE Certification</td>
<td></td>
<td>This form must be submitted with every UP and Letter of Intent and include current certification letters. Applications are not accepted.</td>
</tr>
<tr>
<td>Waiver Request-M/WDBE</td>
<td>Prime Contractor</td>
<td>This form is only to be used if a vendor cannot meet their subcontracting requirements and all good-faith efforts, including indirect participation, have been exhausted. The form must include (1) the scope of work and (2) the reason the Prime cannot meet the commitments outlined.</td>
</tr>
<tr>
<td>Other Economic Opportunities (OEO)</td>
<td>Prime Contractor</td>
<td>If vendor is unable to subcontract to a Section 3 Business in full or in part they will need to propose indirect participation through the OEO section on the UP, or make commensurate payment upfront into the Workforce and Education Fund, subject to approval by CHA.</td>
</tr>
</tbody>
</table>

3. Reporting Requirements:

<table>
<thead>
<tr>
<th>Contract Requirement</th>
<th>System</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Contracts</td>
<td>LCPtracker</td>
<td>Certified Payroll Reports must be entered into LCPTracker weekly. This system also tracks compliance with Davis Bacon and Section 3 hours.</td>
</tr>
<tr>
<td>Professional Services</td>
<td>B2GNow</td>
<td>Payments must be entered into B2Gnow for every pay application monthly. This system tracks and verifies Prime and Subcontractor payments made and received.</td>
</tr>
</tbody>
</table>
Additional Information:

(q) COUNTING M/W/DBE AND SECTION 3 BUSINESS (S3B) CREDIT: A business that is both self-identified/certified as a Section 3 Business and certified as a M/W/DBE may allocable credit across both certifications at their discretion.

For example, if an M/W/DBE firm is also a Section 3 Business and is required to meet the 30% threshold for M/W/DBE and 10% for Section 3 Business, the Prime could receive credit for the 10% Section 3 as part of the 30% threshold and not in addition to.

(r) PROVIDING OPPORTUNITIES TO SECTION 3 WORKERS: In accordance with 24 CFR part 75.9, Prime and sub-contractors (including Section 3 Businesses) on CHA/HUD-funded contracts must ensure that Section 3 workers are provided economic opportunities with the following preference when applicable: a) residents of the project where the assistance is being provided; b) residents of other public housing or Section 8; c) youthbuild participants; and d) resident of the metropolitan area.

(s) 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 Department of Procurement and Contracts (DPC) 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.

Definitions

Section 3 Business are defined a business that either is a) 51% owned by public housing or housing choice voucher participant(s); b) 51% owned by a low-income person(s); or c) 75% of the labor hours are performed by low-income workers.

Davis-Bacon and Related Acts directs the US Dept of Labor to determine prevailing wage for construction projects.

Indirect Participation refers to the value of payments made to M/W/BE firms for work that is done outside of the proposed project or commensurate value to S3 Business or CHA residents/participants in other economic opportunities.

Additional information on CHA’s contract requirements and forms can be found at www.thecha.org/doing-business.
EXHIBIT V

GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS
HUD FORM 5370-C
General Conditions for Non-Construction Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0167 (exp. 11/30/2023)

Applicability. This form HUD-5376-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

1) Non-construction contracts (without maintenance) greater than $250,000 - use Section I;
2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 205.100) greater than $2,000 but not more than $250,000 - use Section II; and
3) Maintenance contracts (including nonroutine maintenance), greater than $250,000 - use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than $250,000

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 charged.
(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)(i) 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 contractor or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of offset or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above;
(e) Any disputes with respect 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 or their duly authorized representatives have taken excepting 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 17: Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this paragraph.

(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 no later than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, notifies the HA in writing that it subsequently to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (1) given the notice within the time stated in paragraph (c) above, and (2) exceeded its claim relating to such decision from the final release, and (3) brought suit against the HA to obtain and 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, 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 the 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 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/deliverable 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/deliverable order for the convenience of the HA if it would be in the best interest of the HA.

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

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

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as not to impede the work of the Contractor.
product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or requested 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 rescind the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend 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 function 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 therefrom.

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 agencies 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). Alaska 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 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 10, 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 any 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.

(v) 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)(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 86-667 and other subsequent amendments.
   
   (e) Only those activities expressly authorized by subsection (b)(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 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)(1)(c) of this 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, and any other requirements in the actual award documents.
   
   (d) Only those services expressly authorized by subdivisions (b)(i)(2)(a)(i) and (c) 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.

(ii) 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. 1382. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(i) 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/Seller agrees as follows:

(a) The contractor/seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The contractor/seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor/seller agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor/seller will, in all solicitations or advertisements for employment, make clear to applicants for employment that they shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The contractor/seller will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information for such employee or applicant comes to the attention of other employees or applicants who do not otherwise have access to such compensation information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the agency conducting the hearing, or is consistent with the contractor/seller’s legal duty to furnish information.

(d) The contractor/seller will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, or to any employee or applicant who requests to be provided by the agency contracting officer, a copy of the contractor/seller’s commitment to the principles of section 202 of Executive Order 11246, dated September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor/seller will comply with all provisions of Executive Order 11246, dated September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor/seller will furnish all information and reports required by Executive Order 11246, dated September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of a violation of this clause, the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies in aid of such sanctions may be provided in accordance with Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

17. Equal Opportunity for Workers with Disabilities

1. The contractor/seller will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant is qualified. The contractor/seller agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

i. Recruitment, advertising, and job application procedures;
ii. Employment, promotion, and transfers, including upgrading, demotion, and layoff, and termination, return to layoff and rehiring;
iii. Rates of pay or other forms of compensation;
iv. Job assignments, job classifications, occupational structures, position descriptions, lines of progression, and seniority lists;
sv. Leaves of absence, sick leave, or any other leave;
vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor/seller;
vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence for pursuit of training;
viii. Activities sponsored by the contractor/seller, including social or recreational programs, and
ix. Any other term, condition, or privilege of employment.

2. The contractor/seller agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the act.

4. The contractor/seller agrees to post in conspicuous places, available to employees and applicants for employment, notices in form to be prescribed by the Director, Office of Federal Contract Compliance Programs, providing, by or through the contracting officer. Notices shall state the rights of applicants and employees as well as the contractor/seller’s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.
The contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large font versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers, or access to computers, that can access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

6. The contractor will include the provisions of this clause in every subcontract or purchase order in excess of $10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against individuals with physical or mental disabilities.

7. The contractor must, 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 and will not be discriminated against on the basis of disability.

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.

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.

20. 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, and direct 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.

21. Liens

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

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

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, 24 CFR 135 (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD-assisted 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.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by the 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 75 regulations.

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, 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-5085-S-N04).

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and disbarment or suspension from future HUD-assisted contracts.

Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 411(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. 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 forms HUD-S370-C (01/2014)
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 any item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.
EXHIBIT VII

CONTRACTOR’S AFFIDAVIT
EXHIBIT VIII

CHICAGO HOUSING AUTHORITY ("CHA") COVID-19 SAFETY PROTOCOLS

1. In addition to compliance with applicable Occupational Health and Safety Act (OSHA) regulations and guidance, Consultants shall comply with current applicable State and local Executive Orders and/or mandatory public health guidance concerning COVID-19 protocols to ensure the safety of Consultant’s and CHA’s personnel and CHA residents.

2. Consultant’s personnel shall comply with all current requirements pertaining to masking in accordance with applicable State and local Executive Orders at all times when on CHA property. Notwithstanding the foregoing, Consultant acknowledges and agrees that Consultant’s personnel may be required to wear a mask inside any CHA offices, CHA owned or controlled buildings, or while in the residence of any CHA resident, regardless of vaccination status or the status of any State or local Executive Order.

3. Any meetings or gatherings occurring at any CHA property shall comply with capacity limitations then in effect, if any.

4. Consultant shall encourage social distancing, to the greatest extent possible.

5. Consultant shall instruct its personnel that sick workers are not to report to the job site. Workers presenting with signs of illness shall be immediately required to depart the premises.

6. Consultant shall provide its personnel supplies necessary for good hygiene practices and appropriate personal protective equipment, including masks and hand sanitizer.

7. Consultant shall strongly recommend that any of its personnel working at any CHA property be fully vaccinated against COVID-19 and shall ensure that its personnel comply with applicable local and state guidelines concerning vaccination, if any.

8. In the event of a conflict between state and local governmental orders, the most restrictive guidance then in effect shall control. Consultant further agrees to comply with such other CHA COVID-19 safety protocols as may be implemented in the interest of the health and safety of Consultant’s and CHA’s personnel and CHA residents. CHA shall advise Consultant of the implementation of such additional protocols in writing.
EXHIBIT IX

FEE SCHEDULE
The contractor listed below has named you as a reference on a project completed within the past three (3) years and/or is currently in progress. The work performed, as indicated by the contractor, is described below. Please revise any incorrect data, and/or include any additional relevant information.

Your timely completion of the questions on the next page(s) will assist Chicago Housing Authority (CHA) in determining the responsibility of this contractor. Your response will be "on the record" and available for the contractor's review. The individual completing this questionnaire may be contacted to confirm their participation. Thank you for your assistance.

Upon completion, please return this page to . Please contact with any questions.

via email to at (312)

To Be Completed By Proposer

Reference Company Name: ____________________________
Reference Contact: ____________________________
Reference Fax: ____________________________
Reference Phone: ____________________________
Reference Email: ____________________________
Proposer Name: ____________________________

Proposer, please provide a brief but detailed explanation of the project/services that you've provided to this reference:


Contract Amount: ____________________________ Contract Term: ____________________________
Project Completion Date: ____________________________
<table>
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<tr>
<th>Type of Contract</th>
<th>Contract Amount</th>
<th>M/W/DBE Participation</th>
<th>CHA Section 3 Business Subcontracting (&gt;=$250k)</th>
<th>Section 3 Labor Hours (5% of which 5% is through CHA resident hires)</th>
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<td>Construction</td>
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*Or Other Economic Opportunities

### MBE/WBE/DBE UTILIZATION PLAN

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<th>MBE/WBE/DBE Contractor Name</th>
<th>Ethnicity</th>
<th>Gender</th>
<th>Participation Type</th>
<th>M/W/DBE Aggregate Total</th>
<th>Contract Percentage</th>
<th>Start Date</th>
<th>End Date</th>
<th>Work to be Performed</th>
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**Totals:** $ -

### M/W/DBE COMMITMENT

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<th>M/W/DBE COMMITMENT</th>
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<td>Dollars</td>
<td>Percentage</td>
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### SECTION 3 UTILIZATION PLAN

#### SECTION 3 BUSINESS SUBCONTRACTING

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<th>SJ Cert Status</th>
<th>Current S3B Aggregate Amount</th>
<th>Percentage of Total Contract</th>
<th>Start Date</th>
<th>End Date</th>
<th>Work to be Performed</th>
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**Totals:** $ -

### INDIRECT PARTICIPATION: OTHER ECONOMIC OPPORTUNITIES

Outline the Other Economic Opportunities to meet Diversity Goals

**OEO Dollar Value of Commitment:**