



## INVITATION FOR BID (“IFB”)

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

### IFB EVENT NO. 3288 (2025) AGENCYWIDE ELEVATOR MAINTENANCE, REPAIRS AND INSPECTIONS

RELEASE DATE: FRIDAY, MAY 30, 2025

BID OPEN DATE AND TIME: MONDAY, JUNE 30, 2025 at 11:00 AM CDT

#### BID SUMMARY

Bidder's Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Bid in whole dollars only

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Angela Hurlock  
Interim Chief Executive Officer

Sheila Johnson  
Deputy Chief Procurement

[www.thecha.org](http://www.thecha.org)

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## KEY INFORMATION

### **BIDDER'S GENERAL INFORMATION**

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

Gary S Bell, Senior Procurement Specialist  
Chicago Housing Authority  
60 East Van Buren Street, 8<sup>th</sup> Floor  
Chicago, Illinois 60609  
Phone (312) 913-7407  
Email: [gbell@thecha.org](mailto:gbell@thecha.org)

- 2. QUESTIONS:** Must be submitted in writing to the supplier portal <https://supplier.thecha.org> by no later than 2:00 PM (CST) on Monday, June 9, 2025. Questions received with regards to this solicitation after the deadline shown above will likely be unanswered. The Authority reserves the right, at its sole discretion, to respond to questions received after the deadline.

- 3. BID DUE DATE AND TIME:** Monday, June 30, 2025 at 11:00 AM (CST).

No bids will be accepted after the date and time indicated above, at which time all bids received will be publicly opened and read aloud. Failure to submit bid documents in the required quantity and properly executed shall result in the bid being deemed non-responsive and rejected by the CHA for further consideration.

- 4. SITE VISITS:** Thursday, June 5, 2025 at 9:30AM – 11:30AM. Site visits will occur simultaneously at the following sites:

**a. Area#1:**

Carolne Hedger	6400 N. Sheridan	3
Kenmore Apartments	5040 N. Kenmore	2
Devon Place	1950 W. Devon	2

**b. Area#2:**

Wicker Park	1414 N. Damen	2
	2020 W. Schiller	2
Flannery Apartments	1507 N. Clybourne	2
	1531 N. Clybourne	2
Maria Diaz	2111 N. Halsted	2

**c. Area#3:**

Loomis Courts	1314 W 15th St	2
Long Life	344 W. 28th Place	2
Albany Terrace	3030 W. 21st Place	3
Wentworth Gardens	3770 S. Wentworth	1

**d. Area#4:**

Minnie Riperton	4250 S. Princeton	2
Charles Hayes Center	4859 S. Wabash	1
ADA Dennison McKinley	661 E. 69th St	2

e. Area#5:

<b><i>Dearborn Homes</i></b>	<b><i>2840 S State</i></b>	<b><i>1</i></b>
<b><i>Dearborn Homes</i></b>	<b><i>2931 S Federal</i></b>	<b><i>1</i></b>
<b><i>Dearborn Homes</i></b>	<b><i>2964 S State</i></b>	<b><i>1</i></b>
<b><i>Dearborn Homes</i></b>	<b><i>2930 S Dearborn</i></b>	<b><i>1</i></b>

***CHA strongly encourages all interested firms to attend the project site visits.***

5. **PRE-BID MEETING:** An in-person pre-bid conference is scheduled for **Thursday, June 5, 2025 at 1:00 PM.** Central to discuss the scope of work and the CHA Compliance requirements. The meeting address is 60 E. Van Buren Conference Rooms 736 A,B & C. To participate onsite, **you must RSVP by Monday, June 2, 2025 by 5:00 PM** by emailing Gary S Bell [GBell@thecha.org](mailto:GBell@thecha.org). Please submit your Company Name, Name, and email address as confirmation of your firm's attendance.
6. **BID OPENING:** Monday, June 30, 2025, at 11:00 AM Central. Bidders may access the bid opening via this link: <https://rb.gy/r29bln>
7. **ELECTRONIC SUBMISSION:** Sealed bids may be submitted electronically via the CHA Supplier Portal at: <https://supplier.thecha.org>. Electronic bid submissions only require one submittal. Each Submittal section of the electronic bid shall be labeled and separated into a different file as described in Section II. Instructions for Bidders. **FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED.**

**There is no 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.**

8. **ADDENDA:** Any interpretations, corrections, or changes to the solicitation will be made by addenda issued by the CHA. Any addenda that are issued will be provided to prospective Bidders and posted on the CHA's website at: [www.thecha.org](http://www.thecha.org). It is the responsibility of the Bidder to inquire of the issuance of any addenda. Bidders shall acknowledge receipt of all addenda in the Invitation for Bid document. If the CHA determines this solicitation should be modified, it will inform all prospective Bidders by distributing addendum/addenda to this solicitation before the date set for receipt of bids. The CHA reserves the right to issue Addenda to correct, modify and amend this Invitation for Bid. Bidders shall acknowledge receipt of all Addenda.

**BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA:**

Number: \_\_\_\_\_  
Dated: \_\_\_\_\_

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## **I. SCOPE OF SERVICE – AREA #1 – AREA #4 (FULL MAINTENANCE)**

### **1. Summary**

Under this agreement, all major and minor equipment shall be covered (Full-Maintenance) for repair or replacement. Selected respondents shall perform monthly preventive maintenance on elevators listed in each respective Area#1, Area#2, Area#3 or Area# 4 for Full-Maintenance. Bids shall be for Maintenance for a minimum of: 3 hrs. per traction car and 2.0 hrs. per hydraulic elevator and:

#### **A. Provide option pricing 1**

Include an estimate of call-backs hours anticipated for each month under full maintenance. Include a special overtime rate for approved call-backs with start times being 7:00AM - 3:30PM hours.

#### **B. Provide option pricing 2**

On Emergency minor adjustment overtime callbacks service, the contractor will absorb the standard rate on a 24-hour, seven day per week basis. The CHA will pay the premium rate under this agreement. CHA agrees that if the contractor responds to an emergency callback during overtime and finds that either the equipment has not malfunctioned or that the malfunction is the result of consequences beyond their control, CHA will pay the contractor the full cost including travel time and expenses at standard billing rates. This does not include any correction or adjustment that takes more than one technician or more than two hours to complete.

For both pricing options, the contractor will provide a single letter of exceptions/prorating elevated locations with specific equipment components under this agreement.

The annual test/V-year test should reflect a single CAT I test annually and include a single five (5) year test cost as required during the three (3) year base term and the two (2) option years. Provide a single qualified mechanic for the annual inspection certification (AIC) escort during the annual inspections, allowing a minimum of two (2) hours. The AIC escort inspection shall be utilized to avoid failure to affect any concerns as identified by the 3<sup>rd</sup> party inspector at the time of the inspection. Contractor shall provide quarterly Fire Service (FS) Testing by a single mechanic and provide input on a City of Chicago Fire Service form located and maintained in the machine room. Call-backs/repairs/maintenance/escorts that may be required shall not be affected by these minimum maintenance hours and testing requirements. The maintenance program is used to improve service, increase performance and ensure long life-cycles for our elevator portfolio and existing equipment.

### **2. Description of Scope Terms:**

- A. Monthly Preventive maintenance:** Preventive maintenance (PM) is the regular and routine maintenance of elevator equipment and assets to keep elevators running and prevent any costly downtime from unexpected equipment failure. A successful maintenance strategy requires planning and scheduling maintenance of equipment before a problem or failure occurs.
- B. Maintenance Control Plan (MCP):** A physical maintenance control plan with a check chart is required in the machine room with all aspects of maintenance protocols.
- C. 8-hour Call-back Service:** Call-back (7:30AM-3:30PM) maintenance includes any maintenance/service rework that is needed to fix/repair previously completed work because of faulty parts, poor workmanship, or any miscommunication between maintenance professionals, managers, and work requestors.
- D. Overtime Service Request:** Service request approved/performed in whole or in part after regular business hours of 3:30PM. Travel time will be paid at a maximum of one (1) hour and mileage at a maximum of twenty-five (25) miles per visit unless otherwise agreed to in writing.

- E. **Quarterly Fire Service (FS) testing:** Provide the City of Chicago requirements for Fire Service Testing of equipment as per City code and provide the necessary data on the Fire Service form in the machine room. During the months Fire Service Testing are not conducted by the Contractor, Fire Service Testing will be performed by the CHA on-site by building engineers/maintenance. Engineers would document the results from the tests on the City of Chicago Fire Service Form stored in the machine room as per code.
- F. **AIC Escort:** The technician shall provide access for the 3<sup>rd</sup> party inspector and ensure documentation, testing and all aspects of compliance at the time of inspection. For example, if an updated FS test is required, the contractor should alert management and perform at the time of inspection.
- G. **Annual Test:** Category 1 test and provide metal tags, sealed, test form with input reflecting the current year and all required data.
- H. **Periodic Category 5-Year test:** Category 5 test (weights) and provide metal tags, sealed, test form with input reflecting the current year.
- I. **Monthly Emergency Phone Test:** Test emergency phone monthly and input details in MCP.
- J. **Emergency Light & Alarm (EMLA):** Test monthly and input details in MCP.
- K. **Life-cycles:** The single lifecycle of a mechanical product refers to the entire time span from design, assembly, use, maintenance plan, physical maintenance to failure.
- L. **CHA Fee Form:** There is one fee-form for Area 1, Area 2, Area 3, and Area 4 of elevators for each location which reflects the following potential cost for maintenance, call-backs, AIC escort, fire service testing for your Total Base Bid for each Area for this solicitation.
- M. **Extraordinary Service/Repairs:** These types of repairs/service shall be based on water damage, fire damage, power outages, damage by fire department, entrapments, damage or failure by others related to the elevators.
- N. **Senior Elevator Project Manager:** The Senior Project Manager role will be to manage the maintenance agreement, provide interpretation of the agreement and to perform in-house inspections. In addition to this, the Director will make final decisions related to maintenance/service and be the contractors in-house contact for out-of-scope work, additional proposals, elevators with special needs that exceed or surpass the agreement.

### 3. **Maintenance Control Plan (MCP)**

Contractor should include but not be limited to the following elevator maintenance practices Monthly/Annually/Quarterly. The CHA will review and approve the MCP utilized by the Contractor and reserves the right to modify or add to the document, if it is necessary. It is the contractor's sole responsibility to ensure all aspects of the equipment preventive maintenance and its equipment is maintained at the highest standard. Submit MCP review with bid documents.

#### **Monthly**

##### **A. Ride quality elevator**

1. Visually observe car leveling in both directions and door preopening
2. Observe car door operation and test reversing device
3. Observe each hoist way door operation
4. Test Alarm button/Stop switch operation

5. Test two-way communication
6. Observe car ventilation fan for unusual noises
7. Observe car ride quality from top-to-bottom for unusual noises and
8. quiet, smooth car guide operation
9. Observe door opening and closing quality for unusual noises and smooth operation, observe acceleration, deceleration and stopping profiles
10. Check operation of door restrictor
11. Check door gibs and gaps of doors and jams
12. Check sill and clean debris
13. Check nudging operation

#### **B. Tour each machine room**

1. Observe operation of all controllers and rotating equipment
2. Check floor for leaks - investigate as necessary
3. Inspect commutators on all rotating equipment
4. Review recorded controller and drive faults
5. Inspect all safety devices
6. Observe oil level in reservoir
7. Listen for noises indicating advanced bearing wear or imminent failure
8. Inspect all relays, contacts and/or shunts
9. Check and replace brushes as needed
10. Investigate error logs, remedy repeat errors and document results
11. Check commutator on rotating equipment if applicable
12. Check valves and pumping unit for proper function and ride quality.

#### **C. Perform review of all machine room equipment**

1. Lubricate as required
2. Inspect motor starter contacts
3. Inspect brush lengths
4. Change brushes as necessary
5. Blow off brush rigging - clean filters
6. Empty and/or clean drip pans
7. Inspect relay shunts and contacts and replace as necessary
8. Wipe off all rotating equipment
9. Check secondary equipment
10. Lubricate as required by OEM
11. Clean as necessary
12. Listen for noises indicating advanced bearing wear or imminent failure

#### **D. In the hoist way:**

1. Inspect operation of interlocks and door restrictors
2. Verify proper operation of car lights
3. Verify proper operation of call registration lamps
4. Verify proper operation of hall lantern lamps
5. Clean pits
6. Clean outsides of smoke and heat detectors
7. Clean sprinkler heads
8. Clean, Lubricate, and adjust pit equipment
9. Check door operator belts, chains, and linkage (lubricate as necessary)
10. Inspect hoist and governor ropes, springs and 2 to 1 sheaves

11. Conduct Fire Service Testing Phase I and Phase II (elevator mechanic is to do monthly and to make sure logs are in machine room)
12. Inspect hydraulic piston for proper functioning and oil reservoir for leakage.
13. Test Phase I/Phase II Fire Service Operation for all elevators on a monthly cycle and provide input on the Fire Service form in the machine room

### **Quarterly**

#### **A. Elevator Condition**

1. Measure stopping accuracy at all floors
2. Service door operator
3. Clean car tops
4. Clean car ventilation fan
5. Clean, adjust and lubricate roller/slide guides assemblies
6. Check door closing force
7. Clean and/or turn and undercut commutators
8. Clean machine rooms
9. Check all pit switches
10. Check tail sheaves and comp sheaves
11. Inspect hydraulic piston for proper functioning and oil reservoir for leakage
12. Test controller connections and tighten where necessary
13. Observe, inspect and adjust the primary and emergency brake function

### **Semi-Annually**

1. Inspect and observe governor operation (general)
2. Inspect buffers for damage and check oil levels
3. Inspect Spring Type Buffers for alignment and overall
4. Inspect, lubricate and maintain the hoist ropes as required

### **Annually**

#### **A. In the machine room**

1. Blow out rotating equipment
2. Clean all controller components
3. Drain and flush gear case – replace gear oil with new, clean oil
4. Disassemble, clean and service brake
5. Set brake spring tension per code
6. Measure field and armature resistance to ground in megohms, record
7. readings and make readily available
8. Test overloads

#### **B. In the hoist way:**

1. Conduct slow-speed safety test
2. Conduct slow-speed buffer test
3. Conduct bypass pressure relief test
4. Conduct cylinder leak down test

#### **C. Measure the following performance profiles and adjust to within specified tolerances where measurement deviates from specified values:**



1. Door opening time
2. Door closing time
3. Hall call door dwell time
4. Car call door dwell time
5. Reopened door dwell time
6. Nudging delay time
7. Floor-to-floor time
8. Brake-to-brake time
9. Door stall pressure
10. Car speed
11. Acceleration/deceleration profiles
12. Door operating quality
13. Stopping accuracy

The National Association of Elevator Contractors (NAEC) document is a good source for maintenance/guidelines the CHA requires: NEII-1: [Building Transportation Standards & Guidelines](#) In addition, to the American Society of Mechanical Engineers training manuals and writings for elevators.

#### **4. Parts/Materials/Components**

Major equipment components of parts/materials/cleaners/oils/lubricants including consumables such as emergency batteries and light bulbs shall not be included under this agreement unless under extraordinary conditions. Extraordinary circumstance repairs/service requiring components, parts/materials shall be marked-up and shall not exceed 14% plus shipping.

Contractor is required to have in stock the necessary parts/materials for the duration of this Contract. Small parts, critical components along with spray lubricants/cleaners/gear oil, and rags, shall be used to ensure the upkeep, maintenance and service of the elevator equipment. Parts storage and availability shall be up to the contractor. However, the following small/critical parts should be on hand for immediate use and installation under this agreement. The CHA reserves the right to inspect or review the availability of parts, materials and components at the **contractors local warehouse**, or within a **company vehicle** with parts storage. The contractor must maintain, but not be limited, to the following parts:

1. 1.5HP GAL Door Motor
2. GAL gate switches/Various Contacts
3. GAL pickup Rollers
4. GAL Track Rollers
5. GAL Eccentrics
6. GAL LW Clutch #3 includes restrictor mechanism
7. GAL Arms, pin, springs
8. Otis 6940 contacts
9. 6940 Door locks
10. Rags
11. Spray lubricant
12. GAL Door boards
13. Hall Button assemblies, boards
14. GAL Door Operator Belts
15. ElSCO Roller Guide Neoprene type, Type A-B-6" Rollers, springs
16. Slide Guides
17. Door Edges/GAL/Kone Spares/Tritronics
18. Car operating panel button assemblies, covers, contacts
19. Controller relays, contacts
20. Replacement Drive HPV 900
21. Quality Car Top Boxes

22. Provide the above various versions and brands as required by this agreement

The above materials and parts shall carry a warranty for one (1) year after installation and if parts fail within that one (1) year it shall be replaced. Parts shall not be charged under the full maintenance agreement.

**5. Call-backs**

Call-backs during the normal eight 8-hour business day, other than (extraordinary) vandalism, water damage, power outage, entrapments, and failures caused by others shall be covered under this agreement. The response for minor/major call-back service shall be covered under this agreement and absorbed by the agreement based on full maintenance pricing within the fee forms. Travel will be included under this agreement during the normal business hours. Travel time will be paid at a maximum of one (1) hour and mileage at a maximum of twenty-five (25) miles per visit unless otherwise agreed to in writing. Covered Service will be from 7:30AM- 3:30PM and call-backs after 3:30PM-7:30AM will be answered the next day or if authorized by CHA. CHA can modify start times based on union rules for the week as necessary to meet service requirements of a maintenance project. Provide option #2 cost for 24-hour service as specified above BF-4.

If a call back resulting in extraordinary conditions occurs within seventy-two hours (72), the contractor shall secure the elevator safely and provide a written proposal to make necessary repairs to correct. Approved Overtime Call-backs shall be invoiced separately and should be described as overtime service or regular time and/or extraordinary services (EOS). During normal business hours, overtime hours and/or extraordinary repairs, the CHA will require site failures/service pictures/video and clear written details (Time Tickets). The repair shall be performed as soon as practicable once approved by the appropriate CHA representative or the project manager. Any delay in parts sourcing or supplier pricing will be required for work repairs and should be communicated to the property management, Senior Elevator Project Manager, and appropriate CHA representatives immediately.

**6. Maintenance Control Plan/Service Expectations**

The Contractors Maintenance Control Plan shall be performed on a regular monthly basis with a minimum of two (3) hours for traction cars and 2.0 hrs. for hydraulic units as found in the **approved Maintenance Control Plan (MCP)** for the CHA. The MCP shows complete preventive maintenance, check charts, routine repairs, parts replacements, adjustments and emergency service on elevators to the extent and the frequency necessary to ensure safe and uninterrupted operation of vertical transportation. The contractor's maintenance control plan goal is to ensure the highest performance of the equipment with the least number of downtime/shutdowns or intermittent failures affecting residents, facility maintenance and the public.

The Contractor must keep equipment in proper, safe, efficient and code compliant operating condition twenty-four (24) hours a day, seven (7) days a week, 365 days per year. Preventive maintenance is understood as maintaining the elevator equipment in good working order and at peak efficiency throughout the length of the agreement. Contractor shall maintain the elevator equipment and perform the proper adjustments for smooth and quiet operations. Maintenance on an elevator shall be performed to not interrupt normal building operation and traffic flow (one car at a time). If a single elevator car location must be removed from service, Contractor must provide residents within a minimum of forty-eight (48) hour notice. Contractor shall establish and maintain a preventive maintenance schedule and a maintenance checklist for all equipment. All elevator equipment condition review by the contractor shall be provided within the first (90) days of the contract start-up and provided to the Senior Elevator Project Manager. The preventive maintenance schedule and maintenance checklist for each property shall be provided to the CHA's designated Senior Elevator Project Manager or appropriate CHA representative within the first thirty (60) days.

**7. Agreement Fee Deducts**

**Maintenance not being completed:** Maintenance must be performed on all elevator units monthly. Units not having its complete maintenance will result in a contract deduct for the cost of the minimum monthly maintenance base of two (3) hours per traction elevator and 2.0 hours per hydraulic elevator.

**AIC Inspections failure deducts:**

1. Annual Category 1 test not performed (Documentation)
2. Category 5 Year test not performed (Documentation)
3. Emergency light & Alarm not functioning (Test Operations)
4. Maintenance Control Plan (Update documentation)
5. EM phone not working (Other than phone lines not existing)
6. Monthly Fire Service testing (Form not updated)
7. Door Restrictor disabled/missing
8. Fire Service keys missing from Fire service box

The Annual Inspection Certificate (AIC) occurs on an annual basis. AIC planning and processing is of critical importance for the CHA and ensures the CHA's annual vertical transportation compliance is achievable. The CHA recommends a calendar reminder / task document issued annually for contractor personnel to systematically ensure all general compliance is performed annually and documented within the MCP as required. Two (2) billable hour(s) shall be deducted for each compliance failure based on the following guidelines during the AIC cycle. The identified quarter for AIC Inspections from start to completion will be three (3) months.

The fee(s) for a failed AIC Inspection and the cost for reinspection shall be \$400.00 per elevator assessed based on the inspectors failure list of items, and not to exceed \$1,200.00 reflecting a building with three units.

**Elevators Out-of-Service:** Elevators Out-of-Service 2 - 3 times weekly should be reviewed by the contractor in detail and a report provided to confirm the causes of failures. If those elevator failures or out-of-service conditions continue and exceed two (2) weeks within a single month, it may result in a deduct of a minimum of one (1) billable hour per unit, per failure enforced by/or at the discretion of the CHA Directors.

**8. Extra Service/Requirements**

Capital maintenance or repair work on vertical transportation is outside of the scope of this agreement.

**9. Safety & Security**

Contractors servicing CHA will enroll in the CHA Safety system Omnigo systems at all times and wear the appropriate Omnigo badge.

**10. Location Addresses (FULL MAINTENANCE) (See Fee Forms for Addresses)**

**Area #1 – North Lakefront**

North to Pratt; East to the Lake Front; West to Kedzie; and North to Diversey

**Area#2 – North West**

North to Diversey; East to the Lake Front; West to Central Park Avenue (5600 West); and North to Cermak Rd.

**Area #3 –South Side**

South to 15<sup>th</sup> Street; East to the Lake Front; West to Central Park Avenue (5600 West); and North to 64<sup>th</sup> Street

#### **Area #4 – Far South Side**

South to 43<sup>rd</sup> Street; East to the Lake Front; South to 92<sup>nd</sup> Street; and West to Cottage Grove Street

## **II. SCOPE OF SERVICE – AREA #5 – DEARBORN GROUP**

### **Limited Agreement Maintenance/Service**

#### **1. Summary**

Limited monthly maintenance shall consist of the following: providing the minimum maintenance hour(s) for a traction car and 3.0hrs and 2.0hrs for a hydraulic elevator(s). Maintenance shall be conducted during regular hours of the business day at a single elevated building by the contractor monthly, as scheduled by the Property Manager. The scheduling by the Property Management shall reflect the current resident use, long-term appointments, consideration of the elderly and wheelchair bound by providing out of service (signage) and scheduling forty-eight (48) hours prior to the service repairs and/or maintenance. The preferred maintenance scheduling should be conducted from 7:00AM-9:00AM or 1:00PM-3:00PM.

#### **2. Call-Backs/Regular Service**

All authorized (proposal) general service work/call-backs shall be invoiced separately under this agreement. Any authorized work related to damage, vandalism, entrapments, water or power outage shall be "identified" as extraordinary and invoiced under 24-hour 7 days a week service as authorized by the CHA. All service/repair and extraordinary proposals shall be provided within 72-hours for approval to include labor, parts/materials marked up costs that shall not exceed 14%+ shipping rate. The contractor will provide pictures of the damaged or failed equipment and provide a detailed proposal and/or requested pricing to include scheduling for delivery and performance of the work.

#### **3. Description of Scope Terms:**

- A. **Monthly Preventive maintenance:** Preventive maintenance (PM) is the regular and routine maintenance of elevator equipment and assets in order to keep them running and prevent any costly unplanned downtime from unexpected equipment failure. A successful maintenance strategy requires planning and scheduling maintenance of equipment before a problem or failure occurs.
- B. **Maintenance Control Plan (MCP):** A physical maintenance control plan with check chart is required in the machine room with all aspects of maintenance protocols.
- C. **Overtime Service Request:** Service request approved/performed in whole or in part after regular business hours of 4:00PM. Travel time will be paid at a maximum of one (1) hour and mileage at a maximum of twenty-five (25) miles per visit unless otherwise agreed to in writing.
- D. **Quarterly Fire Service (FS) testing:** Provide the City of Chicago requirements for Fire Service Testing of equipment as per the City code and provide input on a Fire Service form in the machine room in the MCP. During the months Fire Service Testing are not conducted by the Contractor, Fire Service Testing will be performed by the CHA on-site building engineers/maintenance. Engineers would document the results from the tests on the City of Chicago Fire Service Form stored in the machine room as per code. If at any point these test fails, the Property Management, Senior Elevator Project Manager or appropriate CHA representative shall be informed of these repairs and shall be immediately addressed under the Full Maintenance Agreement. A failure of Fire Service function under the Limited Agreement, the property

manager' senior elevator project manager or appropriate CHA representative should be made aware, and a proposal provided by the Contractor for the CHA.

- E. **AIC Escort:** The technician shall provide access for the 3<sup>rd</sup> party inspector and ensure documentation, testing and all aspects of compliance at the time of inspection. For example, if an updated FS test is required, the contractor should alert management and perform at the time of inspection.
- F. **Annual Test:** Category 1 test and provide metal tags, sealed, test form with input reflecting the current year.
- G. **Periodic Category 5-Year test:** Category 5 test (weights) and provide metal tags, sealed, test form with input reflecting the current year.
- H. **Monthly Emergency Phone:** Test emergency phone monthly and input details in MCP.
- I. **Emergency Light & Alarm (EMLA):** Test monthly and input details in MCP.
- J. **Life-cycles:** The single lifecycle of a mechanical product refers to the entire time span from design, assembly, use, maintenance plan, physical maintenance to failure.
- K. **CHA Fee Form:** There is one fee-form for Area 1, Area 2, Area 3, and Area 4 of elevators for each location. Area five (5) elevators reflect the following potential cost for limited maintenance, AIC escort, fire service testing for your Total Base Bid for each Area for this solicitation.
- L. **Extraordinary Service/Repairs:** These types of repairs/service shall be based on water damage, fire damage, power outages, damage by fire department, entrapments, damage or failure by others related to the elevators. Those parts and components shall be marked up and/or shall not exceed more than 15%.
- M. **Senior Elevator Project Manager:** The Senior Project Manager (SPM) role will be to manage the maintenance agreement, provide interpretation of the agreement and to perform in-house inspections. The SPM will make final decisions related to maintenance/service and be the contractors in-house contact. The Director will make determinations for all out-of-scope work, additional proposals, elevators with special needs that exceed or surpass the agreement.

#### **4. Maintenance Control Plan (MCP)**

The contractor should include but not be limited to the following elevator maintenance practices Monthly/Annually/Quarterly. The CHA will review and approve the MCP utilized by the Contractor and reserves the right to modify or add to the document, as it deems necessary. It is the contractor's sole responsibility to ensure all aspects of the equipment preventive maintenance and its equipment is maintained at the highest standard. Submit MCP review with bid documents.

##### Monthly

#### **A. Ride quality elevator**

1. Visually observe car leveling in both directions and door preopening
2. Observe car door operation and test reversing device
3. Observe each hoist way door operation
4. Test Alarm button/Stop switch operation
5. Test two-way communication
6. Observe car ventilation fan for unusual noises
7. Observe car ride quality from top-to-bottom for unusual noises and

8. quiet, smooth car guide operation
9. Observe door opening and closing quality for unusual noises and smooth operation, observe acceleration, deceleration and stopping profiles
10. Check operation of door restrictor
11. Check door gibs and gaps of doors and jams
12. Check sill and clean debris
13. Check nudging operation

#### **B. Tour each machine room**

1. Observe operation of all controllers and rotating equipment
2. Check floor for leaks - investigate as necessary
3. Inspect commutators on all rotating equipment
4. Review recorded controller and drive faults
5. Inspect all safety devices
6. Observe oil level in reservoir
7. Listen for noises indicating advanced bearing wear or imminent failure
8. Inspect all relays, contacts and/or shunts
9. Check and replace brushes as needed
10. Investigate error logs, remedy repeat errors and document results
11. Check commutator on rotating equipment if applicable
12. Check valves and pumping unit for proper function and ride quality.

#### **C. Perform review of all machine room equipment**

1. Lubricate as required
2. Inspect motor starter contacts
3. Inspect brush lengths
4. Change brushes as necessary
5. Blow off brush rigging - clean filters
6. Empty and/or clean drip pans
7. Inspect relay shunts and contacts and replace as necessary
8. Wipe off all rotating equipment
9. Check secondary equipment
10. Lubricate as required by OEM
11. Clean as necessary
12. Listen for noises indicating advanced bearing wear or imminent failure

#### **D. In the hoist way**

1. Inspect operation of interlocks and door restrictors
2. Verify proper operation of car lights
3. Verify proper operation of call registration lamps
4. Verify proper operation of hall lantern lamps
5. Clean pits
6. Clean outsides of smoke and heat detectors
7. Clean sprinkler heads
8. Clean, Lubricate, and adjust pit equipment
9. Check door operator belts, chains, and linkage (lubricate as necessary)
10. Inspect hoist and governor ropes, springs and sheaves
11. Conduct Fire Service Testing Phase I and Phase II (elevator mechanic
12. to do monthly and to make sure logs are in machine room and up to
13. date)
14. Inspect hydraulic piston for proper functioning and oil reservoir for

Leakage

15. Test Phase I/Phase II Fire Service Operation for all elevators on a monthly cycle and provide input on the Fire Service form in the machine room

### **Quarterly**

#### **A. Elevator Condition**

1. Measure stopping accuracy at all floors
2. Service Door Operator
3. Clean car tops
4. Clean car ventilation fan
5. Clean, adjust and lubricate roller/slide guides assemblies
6. Check door closing force
7. Clean and/or turn and undercut commutators
8. Clean machine rooms
9. Check all pit switches
10. Check tail sheaves and comp sheaves
11. Inspect hydraulic piston for proper functioning and oil reservoir for Leakage
12. Test controller connections and tighten where necessary

### **Semi-Annually**

1. Inspect and observe governor operation (general)
2. Inspect buffers for damage and check oil levels
3. Inspect Spring Type Buffers for alignment and overall
4. Inspect, lubricate and maintain the hoist ropes as required

### **Annually**

#### **A. In the machine room:**

1. Blow out rotating equipment
2. Clean all controller components
3. Drain and flush gear case – replace gear oil with new, clean oil
4. Disassemble, clean and service brake
5. Set brake spring tension per code
6. Measure field and armature resistance to ground in megohms, record
7. readings and make readily available
8. Test overloads

#### **B. In the hoist way:**

1. Conduct slow-speed safety test
2. Conduct slow-speed buffer test
3. Conduct bypass pressure relief test
4. Conduct cylinder leak down test

#### **C. Measure the following performance profiles and adjust to within specified tolerances where measurement deviates from specified values:**

1. Door opening time
2. Door closing time

3. Hall call door dwell time
4. Car call door dwell time
5. Reopened door dwell time
6. Nudging delay time
7. Floor-to-floor time
8. Brake-to-brake time
9. Door stall pressure
10. Car speed
11. Acceleration/deceleration profiles
12. Door operating quality
13. Stopping accuracy

The National Association of Elevator Contractors (NAEC) document is a good source for maintenance/guidelines the CHA requires: NEII-1: [Building Transportation Standards & Guidelines](#) In addition, to the American Society of Mechanical Engineers training manuals and writings for elevators.

The machine room(s) and cab lumens shall not be included under this agreement unless under extraordinary conditions. Extraordinary circumstance repairs/service requiring components, parts/materials shall be marked-up and shall not exceed 15% plus shipping.

The contractor shall commit to providing or having access to the following small parts, components along with spray lubricants/cleaners/gear oil, rags to ensure the upkeep and maintenance of the equipment. Parts storage and availability shall be up to the contractor. However, the following small/critical parts should be on hand for immediate use and installation under this agreement. The CHA reserves the right to inspect or review the availability of parts, materials and components at the **contractors local warehouse**, or within a **company vehicle** with parts storage. The contractor must maintain reasonable amounts of specific parts so as not run short, but not limited to the following parts. The contractor must maintain, but not be limited, to the following parts:

1. 1.5HP GAL Door Motor
2. GAL Gate Switches/Housings/Contacts
3. GAL Pickup Rollers
4. GAL Track Rollers
5. GAL Eccentrics
6. GAL LW Clutch #3
7. GAL Arms, pin, springs
8. Otis 6940 contacts
9. 6940 Door locks
10. Dover Door locks
11. Dover Contacts
12. Rags
13. Spray lubricant
14. GAL Door boards
15. Hall Button assemblies, boards
16. GAL Door Operator Belts
17. ElSCO Roller Guide Neoprene type, Type A-B-6" Rollers, springs
18. Slide Guides
19. Door Edges/GAL/Kone Spares/Tritronics
20. Car operating panel button assemblies, covers, contacts
21. Controller relays, contacts,
22. Replacement Drive HPV 900,
23. Quality Car Top Boxes



The above materials, parts, components shall carry a warranty of one (1) year after installation and if any fails within the one (1) year of installation it shall be replaced as new. Upon selection as the service contractor, you are required to set purchase pricing for the above parts for three (3) years.

**Limited Maintenance Agreement/Call-back not covered and invoiced at a locked labor rate for three (3) years**

Monthly maintenance, quarterly Fire Service testing, annual CAT I test / 5-year CAT V test and AIC Escort shall be required in the contractor's pricing under this agreement. The key components of the Elevator Limited Maintenance Agreement would be the authorization by property management, CHA or Senior Elevator Project Manager for additional repairs/service and after-hours work including extraordinary work. All additional work shall be provided with a written proposal and schedule to achieve work or repair. The level of maintenance and service should reflect the highest tier of elevator maintenance/service possible under this agreement based on the minimum hourly input.

**5. Other Requirements Area 5**

The Property Management companies will be the direct line of contact for elevator onsite communication and information handling such as current elevator status of service or elevator cars down for an estimated length of time. The Property Manager and the contractors will be responsible for informing the Senior Elevator Project Manager and the Director of any extraordinary outages and additional services required to ensure consistent service for residents, facilities and management. The contractor must communicate with CHA's Senior Elevator Project Manager or appropriate CHA representative in writing or by email when required and commit to investigating and correcting all complaints, failures, equipment reviews and quality control reports provided by the CHA.

**Time Tickets:** The contractor shall provide Time Tickets that provides a detailed narrative of the failure of the elevator service with time, date, name of technician, list of parts, materials used during the service and the current status of that elevator. A copy of a time ticket shall be left in the machine room as required by the CHA.

The contractor shall leave a time-ticket in a logbook for collection by property management, Senior Elevator Project Manager or appropriate CHA representative. A second time ticket shall be provided at the development complex with a time in the machine room.

**6. Safety & Security**

Contractors servicing CHA will enroll in the CHA Safety system Omnigo systems at all times and wear the appropriate Omnigo badge.

Response Time to call-backs and entrapments:

- Maintenance/Service should be scheduled and check in with management
- Call-backs service within 1.5 hrs.
- Emergency Entrapments in 1.0 hrs.

Pit cleaning access shall be provided by the elevator contractor with agreed upon schedules with the Property Manager under this agreement. The work of cleaning pits shall be conducted by the contractor or by the Property staff unless conditions call for a separate professional service to perform this work and disposal in a safe manner.

Awarded contractor shall provide the resumes of all maintenance/repairmen and supervisors for review.

**7. Extra Service/Requirements**

Capital maintenance or repair work on vertical transportation is outside of the scope of this agreement.

## **8. Location Addresses (LIMITED MAINTENANCE) (See Fee Forms for Addresses)**

**Area #5 – Dearborn Group**  
**2700 S. State Street to the North; 2900 S. State to the South; State Street to the East; Dearborn to the West**

### **INSTRUCTIONS FOR BIDDERS**

#### **1. BID SUBMITTAL REQUIREMENTS:**

The Bid Submittal must include the following documents:

- Fee Proposal Form
- Insurance Certificate
- Contractor's Affidavit
- Contract Compliance Certification
- Utilization Plan
- Letter of Intent M/W/DBE and/or Section 3 Subs
- Certifications and Representations of Offerors Non-Construction HUD 5369-C
- General Conditions for Non-Construction Contracts HUD 5370-C
- Economic Disclosure Statement
- Equal Employment Opportunity Compliance Certificate

These Pages and other documents are to be submitted in the following form:

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

Failure to submit the documentation as set forth above may result in the bid package being deemed non-responsive and therefore ineligible for award.

#### **A. BUSINESS LICENSE and PERMIT: ☒ Required**

The successful bidder(s) shall obtain and pay all permits (if applicable), certificates, and licenses required and necessary for the performance of the work specified herein. Furthermore, they shall post all notices required by law, and shall comply with all laws, ordinances, and regulations which may affect their performance.

#### **B. BID SECURITY: ☒ Not Required**

Each individual bid must be accompanied by a bid bond in the amount of N/A of the total amount of bid submitted or a certified check in the same amount, payable to the "Chicago Housing Authority", hereinafter called the "CHA". If the bid and bid security have not been received by the CHA prior to the time of the bid opening, the bid will not be considered. Checks from unsuccessful bidders will be returned as soon as practicable after the opening of bids.

#### **C. FINANCIAL STATEMENT:**

The Bidder/Financially Responsible Party shall demonstrate its financial capacity 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 Bidder must provide Financial Statements, which are compiled, reviewed and/or audited as defined below (which may be subject to different levels depending upon the Bidder'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 complied 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.**

The 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.
- 2.** CHA reserves the right to request additional information to complete the financial evaluation and review of any respondents.

## **BID PREPARATION AND WITHDRAWAL OF BIDS BEFORE BID OPENING**

### **A. PREPARATION OF BIDS:**

- i. Bids must be submitted on the forms furnished by the CHA or on copies of those forms and must be electronically signed. The person signing a bid must initial and date each erasure or change appearing on any bid form;
- ii. The bid forms may require bidders to submit the bid prices for one or more items on various bases, including lump sum bidding, deductive alternate prices, or any combination thereof.

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

**B. WITHDRAWAL OF BIDS:** No bid shall be withdrawn for a period of one hundred twenty (120) calendar days after the opening of bids without the consent of the CHA.

**C. FALSE STATEMENTS IN BIDS:** Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**D. TAX:** This bid shall not include charges for the Illinois Retailers' Occupational Tax (so called "Sales Tax") on direct sales to CHA or on any material incorporated into or becoming part of the work; federal excise taxes; or federal transportation taxes or federal transportation taxes. The CHA will provide all contract awardees with a tax Exemption Certificate.

**E. MINIMUM WAGE REQUIREMENT:** 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).

**F. DISCLOSURE CERTIFICATION:** The Contractor shall be required to make the following certification, which is included in the Contractor's Affidavit, a required submittal to be executed and notarized.

The Contractor certifies to be best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated and City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Agency.

The recommended firm will be required to provide 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.

**G. ECONOMIC DISCLOSURE STATEMENT:** Proposers must complete the attached economic disclosure statement and affidavit as referenced in the Appendices. The economic disclosure forms must be completed by the Prime contractor and all subcontractors in its 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.

## **TYPE OF CONTRACT AND CONTRACT REQUIREMENTS**

### **1. TYPE OF CONTRACT(S) AND CONTRACT REQUIREMENTS:**

- a. **TYPE OF CONTRACT:** The CHA contemplates award of a firm fixed rate contract resulting from this solicitation.
- b. **TIME FOR PERFORMANCE:** Services to be rendered under this Contract shall start from the date set forth in the Notice to Proceed to be issued by the CHA subsequent to contract execution and will be for a base period of three (3) years with two (2) one (1) year extension options.
- c. **TERM OF CONTRACT:** The term of the contract(s) to be awarded shall be for a three (3) year base period with two (2) one (1) year extension options. The award may be subject to HUD approval or CHA Board approval.  
No award may be made to a contractor or firm that is on the list of contractor's ineligible to receive awards from CHA or the United States, as furnished by HUD.

**2. PRE-AWARD MEETING:** The CHA reserves the right to conduct a Pre-Award Meeting with the Bidders, to determine if the Bidder is a responsible party as described and required by Federal Law. This meeting may include a visit to the Bidder's facilities, and examination of the following: the Bidder's facilities; past performance on other CHA and State/local government agencies contracts; capacity to perform the terms and conditions of the contract; on-hand equipment; current employee depth and capabilities; financial records and resources/capabilities; any other area or aspect of the Bidders integrity, operations and/or capability that will assist the CHA in making a determination of responsibility.

**3. AWARD: Contract Award-Sealed Bidding**

- (a) The CHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible Bidder whose bid, responsive and conforming to the solicitation, will be most advantageous to the CHA, considering the lowest total price per category and the price-related factors specified elsewhere in the solicitation for the base period of one (1) year.
- (b) The CHA may waive informalities or minor irregularities in bids received.
- (c) The CHA may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.
- (d) The CHA may reject a bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some items and prices which are significantly overstated in relation to cost for other items, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the CHA even though it may be the low evaluated bid, or it is so unbalanced as to be tantamount to allowing an advance payment.
- (e) The CHA reserves the right to reject any and all bids, or to reissue or withdraw this Invitation for Bid in the event that competition is deemed inadequate or that it is otherwise deemed to be in the best interest of the CHA. In such instances, the CHA reserves the right to seek procurement by means of non-competitive negotiation.
- (f) No Awards may be made to a contractor or firm that is on the list of contractors' ineligible to receive awards from the Authority or the United States, as furnished by HUD.

**4. SINGLE OR MULTIPLE AWARDS:**

The CHA may elect to award a single contract or multiple contracts for the same work or services to two or more contractors/vendors under this solicitation.

**5. COOPERATIVE PURCHASING:**

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.

6. **W-9 SUBMITTAL:** Upon award of the contract by the CHA, the Contractor shall provide a copy of its Request for Taxpayer Number and Certification (W-9) at the time and date specified by the CHA.
7. **AVAILABILITY OF FUNDS:** The CHA's obligation under this contract is contingent upon the availability of appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the CHA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.
8. **CONTRACT DOCUMENTS:** The Contract Documents, which forms the Contract between parties (the "Contract"), include the terms and conditions contained within each task order; all written modifications, amendments and change orders to this Contract; all Specification Bid Form pages (pages BF/1 through BF/12 and Attachment A) when accepted by the CHA: "Special Conditions"; "HUD General Conditions for Construction (Form 5370)" or "HUD General Contract Conditions for Non-Construction (Form 5370-C)" (as applicable); the "Work Schedule" as defined in paragraph 6 of HUD General Conditions for Construction and as amended from time to time pursuant to paragraph 6 (if applicable); the "Instructions to Bidders (form HUD-5369)" or "Instructions to Offerors Non-Construction (form HUD-5369-B)" (as applicable); applicable wage rate determinations from either the U.S. Department of Labor or HUD; the Bid Bond, the Performance and Payment Bond or Bonds or other assurances of completion (if applicable); "Technical Specifications"; drawings, if any; Contractor's Affidavit or any other affidavits, certifications or representations Contractor is required to execute under the Contract with the CHA; MBE/WBE/DBE and Instructions to Contractors regarding Affirmative Action under Executive Orders 11246 and 11914, all inclusive (collectively referred to as the "Contract Documents"). In the event that any provision in one of the component parts of this contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern except as otherwise specifically stated. The Contract Documents enumerated herein contain the entire Contract between the parties, and no representations, warranties, agreements, or promises (whether oral, written, expressed, or implied) by CHA or Bidder are a part of the contract unless expressly stated therein.
9. **ONLINE CONTRACT COMPLIANCE SYSTEM:** The CHA maintains an online contract compliance system which provides various work-flow automation features to improve reporting processes. The online contract compliance system will be used to monitor contract compliance, and the Contractor and its subcontractors shall be required to use the secure web-based system to submit all information related to compliance. Prior to commencing work, the CHA will provide the Contractor access to its online contract compliance system.

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

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

Prior to the commencement of this Agreement, the Vendor shall procure and maintain at all times during the term of this Agreement insurance against claims for bodily injury or property damage which may

arise from or in connection with services performed under this Agreement and from the negligent acts, omissions and errors of the Vendor, its officers, agents, representatives or employees. 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.

#### **A. Minimum Coverage and Limit Requirements**

**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.

**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

**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 per occurrence combined single limit for Bodily Injury and Property Damage.

**Professional Liability:** Coverage is required when services are performed by licensed professionals and/or Scope involves performing any financial, auditing, consulting, design, engineering, surveying, testing, or other professional services. Professional Liability insurance appropriate to the Contractor's profession shall provide coverage for the acts, errors, or omissions with a limit of not less than \$1,000,000 per claim or occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Services under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years following termination of Agreement.

#### **B. Related Insurance Requirements**

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 work under this Agreement.

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.

Prior to the issuing of the Notice to Proceed by the CHA, the Vendor shall submit a Certificate of Insurance via PINS Advantage Certificate Tracking System, evidencing compliance with the insurance requirements set forth above. You will receive an email with instructions for the submission of your insurance. 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. 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.

At the CHA's option, non-compliance will result in (1) all payments due the Vendor being withheld until the Vendor has complied with the Agreement; or (2) the Vendor will be assessed Five Hundred Dollars (\$500.00) for every day of non-compliance; or (3) the Vendor will be immediately removed from the premises and the Agreement will be terminated for default. The receipt of any certificates does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

The 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 Vendor or its Subcontractors. The 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.

The Vendor shall require all subcontractors to carry the insurance required and adhere to the same requirements and conditions as outlined above.

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

**The CHA is to be endorsed as an additional insured on the Bidder's general and auto liability policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.**

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## **ACKNOWLEDGMENT OF BID DOCUMENTS AND INSTRUCTIONS**

The Bidder acknowledges, by signing page BF/12, that it has read, understands, has filled out where applicable, and accepts the terms of any documents listed below which are included in this solicitation. The Bidder shall execute and submit with its bid, and/or notarize documents, as indicated below:

<b>Execute and submit with Bid</b>	<b>Notarize</b>	<b>Document</b>
√	√	Invitation for Bid
√		Fee Proposal Form (Areas 1,2,3,4,5)
√		Certificate of Insurance
√		Certifications and Representations of Offerors Non-Construction Contract (HUD 5369-C) *
√		General Conditions for Non-Construction Contracts HUD 5370-C*
√	√	Contractor's Affidavit*
√	√	Economic Disclosure Statement and Affidavit*
√	√	Utilization Plan
√	√	Letter of Intent-MWDBE and Section 3 Subs*
√	√	Contract Compliance Certification*
		<b>Compliance Requirements*</b>
√		Statement of Bidder's Qualifications*
√		Contractor's Financial/Income Tax Statement
√	√	Bid Execution And Acceptance

\* These documents are made available through the CHA's website, [www.thecha.org](http://www.thecha.org)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Organization Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

CHICAGO HOUSING AUTHORITY

**BID EXECUTION AND ACCEPTANCE**

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

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

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

(Affix Corp. Seal)

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

\_\_\_\_\_  
(Business/Contractor's Name)

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Taxpayer ID. No: \_\_\_\_\_

Telephone No: ( ) \_\_\_\_\_ Fax No: ( ) \_\_\_\_\_

Email: \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Vendor Code)

\_\_\_\_\_  
Contract No.)

The Chicago Housing Authority does hereby accept the Contractor's offer, bid and proposal as set forth in these Specifications for Bid pages, in the Lump Sum Base Bid amount of \_\_\_\_\_

(\$ \_\_\_\_\_) subject to the terms, conditions and requirements contained in the "Contract Documents".

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

The Term of this Contract is \_\_\_\_\_

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

**CHICAGO HOUSING AUTHORITY**

By: \_\_\_\_\_  
Sheila Johnson

Title: **Deputy Chief Procurement Officer**  
Chicago Housing Authority  
60 East Van Buren St, 8<sup>th</sup> Floor  
Chicago, IL 60605

Date Signed: \_\_\_\_\_

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

<b>RFP/RFO/Bidder's/Proposers' M/W/DBE &amp; Section 3 Contract Compliance Certification</b>
--

**RFP/IFB/CONTRACT/PURCHASE ORDER NO:** \_\_\_\_\_ **DATE FORM COMPLETED:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**DEVELOPER NAME:** \_\_\_\_\_

**PRIME CONTRACTOR NAME(S):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **TELEPHONE: ( )** \_\_\_\_\_

**CONTACT NAME/TITLE:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**M/W/DBE? (Please specify):** \_\_\_\_\_ **Certifying Agency:** \_\_\_\_\_

**Ethnicity:** \_\_\_\_\_ **Gender:** \_\_\_\_\_

**FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NUMBER:** \_\_\_\_\_

**CONTRACT AMOUNT: \$** \_\_\_\_\_

As a respondent to CHA IFB/RFP/CONTRACT or PO NUMBER \_\_\_\_\_ I do hereby affirm that I fully understand and will comply with Chicago Housing Authority's Contract Compliance Requirements including the following:

- Chicago Housing Authority's Contract Requirements, including its Section 3 and M/W/DBE participation requirements (unless an M/W/DBE waiver has been granted);
- Contractor's reporting obligations under 24 CFR Part 75 (the "Section 3 Rule")(when applicable);
- Davis-Bacon and Related Acts (when applicable); and
- Certified Payroll reporting requirements, as set forth below.

Given that contracts awarded for work under this IFB/RFP/CONTRACT are subject to the future issuance of work/task orders whose individual amounts will constitute a specified dollar amount, I understand that documentation of Contractor's Section 3 and M/W/DBE participation commitments will be required to be submitted on CHA's Utilization Plan for each task order, or on the final value of work performed under a not-to-exceed contract, to reflect actual contract amounts.

Based upon the total amount of the award as constituted by all issued awards, I agree to fully comply with the minimum participation goals as outlined in CHA's Contract Requirements and the following reporting requirements:

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

<b>RFP/RFQ/Bidder's/Proposers' M/W/DBE &amp; Section 3</b> <b>Contract Compliance Certification</b>
--

- Submit within five (5) business days of issuance of an award, copies of all resultant subcontractor agreements with approved certified M/W/DBE firms.
- On a monthly basis an updated payment report and labor hours must be entered for every subcontractor, if applicable (M/W/DBE, Section 3 and non-minority subcontractors) into B2Gnow (CHA's electronic payment monitoring and labor hour software for contractors and subcontractors).
- The labor hours report should include detail regarding labor hours worked by Section 3 Workers and/or Targeted Section 3 Workers.
- Submit weekly payroll information and labor hours for construction contracts with the LCPTTracker (CHA's online payroll and labor hour software)

I further understand that any changes to approved Utilization Plans that are submitted will require the approval of the Department of Procurement & Contracts Contract Compliance Division.

**NOTE: It is the responsibility of the prime contractor to make sure that its subcontractor(s) is/are in compliance with CHA's M/W/DBE, Section 3 (24 CFR Part 75 and related CHA policies), and Davis Bacon compliance requirements.**

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

**ACKNOWLEDGEMENT:**

\_\_\_\_\_  
Authorized Principal or Agent Signature

\_\_\_\_\_  
Date

**CHICAGO HOUSING AUTHORITY (CHA)**  
**DEPARTMENT OF PROCUREMENT & CONTRACTS CONTRACT COMPLIANCE DIVISION**

**LETTER OF INTENT M/W/DBE AND/OR SECTION 3 BUSINESS CONCERN**  
**SUBCONTRACTORS, SUPPLIERS, CONSULTANTS**  
**(TO BE COMPLETED BY SUBCONTRACTOR AND/OR SELF-PERFORMING PRIME CONTRACTOR)**

**M/W/DBE or SECTION 3 BUSINESS CONCERN NAME:** \_\_\_\_\_

**M/W/DBE Certification Status:** MBE      WBE      DBE      **Section 3 Business Concern:** YES      NO

**NOTE:** Section 3 Business Concerns must show evidence of certification with the CHA Section 3 Resource Center, prior to contract award. **If yes, Section 3 Business Concern:**

At least 51 percent owned and controlled by low-or very low-income persons

The business is at least 51 percent owned and controlled by current public housing residents or who currently live in Section 8-assisted housing.

Over 75 percent of the labor hours performed for the business over the prior three- month period are performed by Section 3 workers.

**FEIN:** \_\_\_\_\_ **ETHNICITY:** \_\_\_\_\_ **GENDER:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

**CONTACT NAME/TITLE:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_ **IFB/RFP/CONTRACT OR PO #:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_ **DATE FORM COMPLETED:** \_\_\_\_\_

**PRIME CONTRACTOR:** \_\_\_\_\_  
(NAME) (TELEPHONE NUMBER)

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**NOTE:** M/W/DBE contractors must attach a Letter of Certification from one of the certifying agencies listed on the Schedule A - M/W/DBE Utilization Plan. Subcontractors cannot also be an employee of the Prime Contractor.

1. Will the Subcontractor contract any of the work to be performed on this contract to another firm?

Yes      No

If yes, explain below (Include dollar amount and percentage that will be subcontracted to other firms):

\_\_\_\_\_  
\_\_\_\_\_

## WAIVER REQUEST: M/W/DBE PARTICIPATION COMMITMENTS

Revised 12.2022

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

**WAIVER REQUEST: M/W/DBE PARTICIPATION COMMITMENTS**

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

Signature of Authorized Principal or Agent \_\_\_\_\_ DATE: \_\_\_\_\_

Name of Affiant (Print or Type): \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BEFORE ME APPEARED (NAME) \_\_\_\_\_ to me personally known who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Company) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

NOTARY PUBLIC \_\_\_\_\_ (SEAL)

COMMISSION EXPIRED: \_\_\_\_\_

**BELOW FOR CHICAGO HOUSING AUTHORITY USE ONLY**

REVIEW:

\_\_\_\_\_  
Contract Compliance Specialist

DATE: \_\_\_\_\_

REVIEW:

\_\_\_\_\_  
Compliance Manager

DATE: \_\_\_\_\_

APPROVAL:

\_\_\_\_\_  
Chief Procurement Officer

DATE: \_\_\_\_\_

# CHICAGO HOUSING AUTHORITY

## Department of Procurement & Contracts

### CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK

Complete this form by either typing or using black ink

#### PART I. WORK UNDER CONTRACT

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	Award Pending	
PROJECT							
CONTRACT WITH							
ESTIMATED COMPLETION DATE							
TOTAL CONTRACT PRICE							TOTAL
UNCOMPLETED DOLLAR VALUE							

#### PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. This would include all change orders and/or modifications, etc. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

							TOTALS
EXCAVATING & GRADING							
PCC BASE, C&G PAVING							
BIT CONCRETE PAVING							
STABILIZED BASE (RAM, CAM, PAM)							
AGGREGATE BASE & FILL							
FOUNDATION (CAISSON & PILE)							
HIGHWAY STRUCTURES							
SEWER & DRAIN STRUCT.							
PAINTING							
PAVEMENT MARKING							
SIGNING							
LANDSCAPING							
DEMOLITION							
FENCING							
OTHERS (LIST)							



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

**CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK**

**PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORECES (CONTINUED)**

	1	2	3	4	5	Awards Pending	TOTALS
STRUCT. STEEL (BLDG. CONST.)							
ORNAMENTAL STEEL (BLDG. CONST.)							
MISCELLANEOUS CONCRETE							
FIREPROOFING							
MASONRY							
H.V.A.C.							
MECHANICAL							
ELECTRIC							
PLUMBING							
ROOFING & SHEET METAL							
FLOORING & TILE WORK							
DRYWALL & PLASTER WORK							
CEILING CONST.							
HOLLOW METAL & HARDWARE							
GLAZING & CAULKING							
MISCELLANEOUS ARCH. WORK							
OTHERS (LIST)							
TOTALS							

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

**CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK**

**REMARKS:**

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**PART III.**

List below the work according to each contract on the preceding page, which you have subcontracted to others. DO NOT indicate work to be performed by another prime contractor in a joint venture.

No work may be indicated as subcontracted to others on awards pending. If no work is subcontracted to others, show NONE.

	1	2	3	4	5
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					
SUBCONTRACTOR					
TYPE OF WORK					
SUBCONTRACT PRICE					
AMOUNT UNCOMPLETED					

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

**CONTRACTOR'S AFFIDAVIT OF UNCOMPLETED WORK**

I, being duly sworn do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work including ALL subcontract work, ALL pending low bids not yet awarded or rejected, and ALL estimated completion dates.

Subscribed and sworn to before me

Signed

\_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ Company

\_\_\_\_\_

\_\_\_\_\_ Address

\_\_\_\_\_

My commission expires:

\_\_\_\_\_

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

**CONTRACTOR'S AFFIDAVIT**

Bidder/Proposer Name: \_\_\_\_\_

Bidder/Proposer Address: \_\_\_\_\_

IFB/RFP NUMBER: \_\_\_\_\_

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

Instructions:

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

The undersigned \_\_\_\_\_ as \_\_\_\_\_  
(Name) (Title)

and on behalf of \_\_\_\_\_ ("Contractor") having been duly  
(Business Name)

sworn under oath certifies that:

**I. DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

☐

Individual

☐

Publicly registered business corporation

☐

Privately held business corporation

☐

Limited liability company\*

☐

Limited liability partnership\*

☐

Joint venture\*

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

**CONTRACTOR'S AFFIDAVIT**

☐ Sole proprietorship

☐ General partnership\*

☐ Limited partnership\*

☐ Trust

☐ Not-for-profit corporation

☐ (Is the not-for-profit corporation also a 501(c)(3))? ☐ Yes ☐ No

Other (please specify)

\* Note and complete B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes

☐ No

☐ N/A

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, that are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name

Title

1. b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an affidavit on its own behalf.

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

**CONTRACTOR'S AFFIDAVIT**

Name

Title

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2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity whether held in its or their own name or through intermediaries or nominees. **If none, state "None."**

*NOTE: CHA may require any such additional information from any applicant which is reasonably intended to achieve full or additional disclosure of ownership.*

Name

Business Address

% Interest in the Disclosing Party

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(Add sheets if necessary)

**[REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]**

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

**CONTRACTOR'S AFFIDAVIT**

**II. CONTRACTOR CERTIFICATION**

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

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

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

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

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

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



**CHICAGO HOUSING AUTHORITY**  
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**CONTRACTOR'S AFFIDAVIT**

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

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

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

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

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**CONTRACTOR'S AFFIDAVIT**

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

**III. STATE TAX DELINQUENCIES**

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

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

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

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

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

**IV. PUNISHMENT**

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

**V. CERTIFICATION REGARDING SUSPENSION AND DISBARMENT**

A. The Contractor certifies to the best of its knowledge and belief, that it, its' principles and any subcontractors used in the performance of this contract:

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

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

**VI. EPA CONTRACTOR LISTING**

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

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8. Illinois Department of Labor regulations, as amended;
9. City of Chicago Ordinances, as amended;
- B. Bidder/Proposer/Contractor shall not use any facility on the Environmental Protection Agency's ("EPA") List of Violating Facilities in the performance of this Contract for the duration of time that the facility remains on the List.
- C. Bidder/Proposer/Contractor shall immediately notify HUD which has awarded funds for this project if a facility it intends to use in the performance of this Contract is on the EPA's List of Violating Facilities or knows that it has been recommended to be placed on the List of Violating Facilities.
- D. Furthermore, Bidder/Proposer/Contractor shall, in the performance of this Contract, comply with all requirements of the Clean Air Act ("CAA"), 42 U.S.C. §7401-7642 and the Clean Water Act ("CWA"), 33 U.S.C. §1251-1387, including the requirements of Section 114 of the CAA and Section 308 of the CWA, and all other applicable clean air standards and clean water standards.

**VII. CERTIFICATION OF RESTRICTION ON LOBBYING**

**THE CONTRACTOR CERTIFIES THAT:**

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

**VIII. CERTIFICATION OF NONSEGREGATED FACILITIES**

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

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

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

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

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

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

**IX. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

☐ Yes      ☐ No

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

☐ Yes      ☐ No

**X.      DAVIS - BACON CERTIFICATION**

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

**XI.      SECTION 3 CERTIFICATION**

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

**XII.      INCORPORATION INTO CONTRACT AND COMPLIANCE**

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



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**XIII. ETHICS POLICY**

The Contractor hereby certifies that it shall comply with all the applicable provisions of the CHA's Ethics Policy adopted by the CHA Board on September 21, 2021. The Contractor further certifies that it has received and read a copy of the CHA's Ethics Policy.

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

Signature of President or Authorized Officer \_\_\_\_\_

\_\_\_\_\_  
Name of President or Authorized Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

State of \_\_\_\_\_)

County of \_\_\_\_\_)

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_  
by

\_\_\_\_\_(Name) as \_\_\_\_\_

(Title) of \_\_\_\_\_(Contractor)

Notary Public Signature \_\_\_\_\_

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ECONOMIC DISCLOSURE  
STATEMENT AND AFFIDAVIT**

**SECTION I -- GENERAL INFORMATION**

**A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:**

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**Check ONE of the following three boxes:**

Indicate whether Disclosing Party submitting this EDS is:

1. ☐ the Applicant
2. OR
3. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest:

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OR

4. ☐ a specified legal entity with a right of control (see Section II.B.1.b.). State the legal name of the entity in which Disclosing Party holds a right of control:

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*Note: Legal entity is defined below in Section II A 1.*

**B. Business address of Disclosing Party:**

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**C. Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**D. Name of contact person:** \_\_\_\_\_

**E. Federal Employer Identification No. (if you have one):** \_\_\_\_\_

**F. Brief description of contract, transaction, or other undertaking** (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

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## G. Litigation

1. Please indicate if the Disclosing Party or any Controlling Person (see Section II.B.1.b) of the Disclosing Party or any **family member** of the Disclosing Party has ever been involved with any pending, current or past litigation involving the CHA within the past five years. \***Family member** (as defined in the CHA Ethics Policy).

☐ Yes      ☐ No      ☐ N/A

2. If there are any pending, current or past litigation within the past five years, please provide the following information:

Parties	Case Number	Brief Statement of the Nature of the Litigation
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_____	_____	_____
_____	_____	_____

3. Please indicate the amount of the Disclosing Party's possible financial exposure from their open litigation matters.

\_\_\_\_\_

## H. Real Estate Ownership Disclosures

The Disclosing party must indicate by filling in the appropriate provision below and providing all required information that either:

1. The following is a complete list of all real estate owned by Disclosing Party in which the CHA has an ownership interest or financial interest:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OR:

2. The Disclosing Party owns no real estate in which CHA has an ownership or financial interest.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Please identify if the Disclosing Party is a party to an existing Section 8 Project Based Voucher Agreement and/or a Section 8 Housing Choice Voucher Agreement with any Public Housing Authority. If so, please list the address of the property, the type of Section 8 voucher agreement associated with each property and indicate the applicable housing authority.

\_\_\_\_\_

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**I. Pending Business Transactions:**

The Disclosing party must indicate whether they have ever discussed any business ventures/opportunities or entered into any business arrangements with any CHA Board Member or CHA official or employee.

**J. Vendor Information (If the Party completing this EDS is Vendor supplying a Good or Service to CHA)**

1. Vendor's name and title \_\_\_\_\_
2. Address \_\_\_\_\_
3. Brief background including but not limited to:
  - a. When was the business established? \_\_\_\_\_
  - b. Headquarters and/or primary office. \_\_\_\_\_
  - c. Years of experience in the area for which you are being awarded. \_\_\_\_\_
  - d. Current or experience and/or history with CHA. \_\_\_\_\_

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- |   |  |
|---|--|
| <input type="checkbox"/> Individual                               | <input type="checkbox"/> Limited liability company*                  |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership*              |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture*                              |
| <input type="checkbox"/> Sole proprietorship                      | <input type="checkbox"/> Not-for-profit corporation                  |
| <input type="checkbox"/> General partnership*                     | (Is the not-for-profit corporation also a                            |
| <input type="checkbox"/> Limited partnership*                     | 501(c)(3))? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> Other (please specify)                      |
- 

\* Note and complete B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

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3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes      ☐ No      ☐ N/A

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles of all executive officers and all directors of the entity. (i.e., President or CEO, Chief Operations Officer, Chief Financial Officer, etc.). For not-for-profit corporations, also list below all members, if any, that are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title

2. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf. In addition, please submit an organization chart which shows the flow of ownership and the names and percentage interest of all persons/entities that own 7.5% of more.

Name	Title

3. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity whether held in its or their own name or through intermediaries or nominees. **To illustrate this best, please submit an organization chart which shows the flow of ownership and the names and percentage interest of all persons/entities that own 7.5% of more.**

**If none, state "None."** *NOTE: CHA may require any such additional information from any applicant which is reasonably intended to achieve full or additional disclosure of ownership.*

Name	Business Address	Percentage Interest in the Disclosing Party

(Add sheets if necessary)

### SECTION III -- COMPLIANCE WITH CHA ETHICS POLICY

The CHA Ethics Policy imposes certain duties and obligations on persons or entities seeking CHA contracts, work, business, or transactions. The full text of CHA's Ethics Policy and a training program is available online at <http://www.thecha.org/doing-business/forms-and-documents> and may also be obtained from CHA 60 E. Van Buren St., 13<sup>th</sup> Floor, Chicago, Illinois, 60605.

By signing this EDS, the Disclosing Party certifies that it and its officers, agents and employees have not by action or omission, breached the CHA Ethics Policy or induced, caused to result in or caused a breach of CHA Ethics Policy by a CHA officer, contractor, agent or employee and will not do so.

### SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

On the next page, the Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, or consultant whom the Disclosing Party has retained or expects to retain in connection with the Matter and any other person who will be paid a fee for communicating with CHA employees or officials when such communications are intended to influence the issuance of a contract or lease, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees other than Lobbyists who are paid solely through the Disclosing Party's regular payroll. **"Lobbyist"** means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the CHA whether disclosure is required or make the disclosure. (Add sheets if necessary)

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

☐ Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Substantial owners of business entities that contract with CHA must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes      ☐ No      ☐ No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes      ☐ No

All of the Contractor's Substantial Owners who directly or indirectly owns 10% or more of the Contractor must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

### B. CERTAIN OFFENSES INVOLVING CHA AND SISTER AGENCIES

1. Neither the Disclosing Party nor any Controlling Person (as defined below) of the Disclosing Party has ever been convicted, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony of any kind, including but not limited to a criminal offense of whatever degree, involving:
  - (a) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the CHA or of any Sister Agency (as defined below); or
  - (b) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the CHA or any Sister Agency; or
  - (c) conspiring to engage in any of the acts set forth in items (a) or (b) of this Section V.B.1
2. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party has made in any civil or criminal proceeding an admission of guilt of any of the conduct set forth in items (a) through (c), inclusive, of Section V.B.1 above, under circumstances where such admission of guilt is a matter of record but has not resulted in criminal prosecution for such conduct.
3. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party is charged with or indicted for any felony or criminal offense set forth in items (a) through (c), inclusive, of Section V.B.1 above.

As used in this Section V.B, "**Controlling Person**" means any person who (1) is an officer, director, limited liability company manager, managing member, partner, general partner or limited partner of any business entity; or (2) owns, directly or indirectly through one or more intermediate ownership entities, more than 7.5% of the ownership interest in any business entity; or (3) controls, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any business entity. Indicia of control include, without limitation:

- interlocking management or ownership; identity of interests among family members;
-

- shared facilities and equipment;
- common use of employees; or
- organization of a business entity following the ineligibility of a business entity under this section, using substantially the same management, ownership or principals as the ineligible entity.

As used in this Section V.B., “**Sister Agency**” means (1) the Board of Education of the City of Chicago; (2) Chicago Park District; (3) Chicago Transit Authority; (4) the City of Chicago; (5) City Colleges of Chicago; or (6) the Public Building Commission of Chicago.

4. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party has been debarred as a result of a sustained Office of the Inspector General (OIG) investigation.
5. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party has been the subject of a sustained Office of the Inspector General (OIG) investigation.
6. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party has been removed as a tenant from any Public Housing Authority within the United States.

### C. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
  - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause C.1.b. of this Section V;
  - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
  - e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the federal government, any state, or any other unit of local government.
2. The certifications in subparts 3, 4 and 5 of this Section V.C., concern:
  - the Disclosing Party;
  - any “**Applicable Party**” (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, “Disclosure of Subcontractors and Other Retained Parties”);
  - any “**Affiliated Entity**” (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under



common control of another person or entity. Indicia of control include, without limitation:

- interlocking management or ownership; identity of interests among family members, shared facilities and equipment;
- common use of employees;
- or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including CHA, using substantially the same management, ownership, or principals as the ineligible entity);
- with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "**Agents**").

3. Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:
  - a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the CHA, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. made an admission of such conduct described in a. or b. above that is a matter of record but have not been prosecuted for such conduct.
4. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) Sherman Anti-Trust Act and Clayton Act (15 U.S.C. §1 et seq.); or (2) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
5. Neither the Disclosing Party, Affiliated Entity or Applicable Party is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.
6. The Disclosing Party understands and shall comply with all the applicable rules and regulations of the Board of Commissioners of CHA now in effect or hereafter adopted by the Board.
7. If the Disclosing Party is unable to certify to any of the above statements in Parts V.B. (Certain Offenses).

Involving CHA and Sister Agencies or V.C. (Further Certifications), the Disclosing Party must explain below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the abovestatements.

#### D. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part D, under the Municipal Code of Chicago (“CMC”) Section 2-32-455(b), the term **"financial institution"** means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in CMC Section 2-32-455(b).)

##### 1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

☐ is    ☐ is not

a "financial institution" as defined in Section 2-32-455(b) of the CMC.

##### 2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the CMC. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the CMC. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the CHA.

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the CMC) is a predatory lender within the meaning of Chapter 2-32 of the CMC, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

#### E. CERTIFICATION REGARDING INTEREST IN CHA BUSINESS

Any words or terms that are defined in CHA Ethics Policy have the same meanings when used in this Part E.

1. To the best of your knowledge after diligent inquiry does any Board Member, official or employee of CHA have any type of interest not already addressed or contemplated in this EDS, in his or her own name or in the name of any other person or entity in the matter which is associated with this EDS.

☐ Yes      ☐ No

2. Unless sold pursuant to a process of competitive bidding following public notice, no employee or Board member shall have a financial interest in the purchase of any property that belongs to the Board. Before participating in the competitive process, the employee or Board member shall disclose his financial interest.

Does the Matter involve a CHA Property Sale?

☐ Yes      ☐ No

If you checked "Yes" to Item E.1., provide the names and business addresses of the CHA officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

3. No employee or spouse of any employee, or entity in which an employee or his or her spouse has a financial interest, has applied for, solicited, accepted or received a loan of any amount from the Disclosing Party, any Applicable Party or any Affiliated Entity; provided, however, that nothing in this section prohibits application for, solicitation for, acceptance of or receipt of a loan from a financial lending institution, if the loan is negotiated at arm’s length and is made at a market rate in the ordinary course of the lender’s business.

☐ Yes      ☐ No

4. If you checked "Yes" to Item E.3, provide the names and addresses of the CHA officials or employees who applied for, solicited, accepted or received such loan:

Name	Business Address	Amount of loan

5. The Disclosing Party further certifies that no prohibited financial or special interest in the Matter will be acquired by any CHA official or employee.

## **SECTION VI -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

### **A. The Disclosing Party understands and agrees that:**

1. By completing and filing this EDS, the Disclosing Party acknowledges, on behalf of itself and the persons or entities named in this EDS, that the CHA may investigate the creditworthiness of and the information provided about some or all of the persons or entities named in this EDS.
2. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the CHA in connection with the Matter, whether procurement or other CHA action, and are material inducements to the CHA's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
3. If CHA determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and CHA may pursue any remedies under the contract or agreement (if not or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with CHA.
4. CHA may make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against CHA in connection with the public release of information contained in this EDS and also authorizes CHA to verify the accuracy of any information submitted in this EDS.
5. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the CHA takes action on the Matter. If the Matter is a contract or other agreement being entered into by the CHA's Board of Trustees, the Disclosing Party must also update this EDS as the contract or agreement requires.

### **B. The Disclosing Party represents and warrants that:**

1. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information required by this Disclosure Affidavit. For purposes of the certifications in VI.B.2. and B.3., the term "**affiliate**" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including CHA, using substantially the same management, ownership, or principals as the ineligible entity.
2. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to CHA or a Sister Agency (as defined in Section V,B). This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.
3. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in

connection with the Matter for the duration of time that such facility remains on the list.

4. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those contained in this Disclosure Affidavit and will not, without the prior written consent of the CHA, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in VI.B.2., B.3. or B.4. above, an explanatory statement must be attached to this EDS.

## CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the CHA.

\_\_\_\_\_  
(Print or type name of Disclosing Party)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(sign here)

\_\_\_\_\_  
(Print or type name of person signing)

\_\_\_\_\_  
(Print or type title of person signing)

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to before me on (date) \_\_\_\_\_, by \_\_\_\_\_.

(signature continues to next page)

\_\_\_\_\_  
Notary Public.

Commission expires: \_\_\_\_\_

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

<b>EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE</b>
--

\_\_\_\_\_  
(IFB or RFP Title or P.O. Commodity Description)

\_\_\_\_\_  
(IFB or RFP or P.O. No.)

As used in this certificate, the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal, the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This Certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the **CHICAGO HOUSING AUTHORITY**, hereinafter referred to as Buyer:

- A. **REPORTS:** Within thirty (30) days after Buyer's award to Seller of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO" in accordance with instructions contained therein, unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- B. **PRIOR REPORTS:** If Seller has participated in a previous contract or subcontract subject to Equal Opportunity Clause (4) C.F.R. Section 60-1.4(a)(1) through (7), or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.
- C. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the Specifications for Bid or Request for Proposal. As used in this certification, the term "segregated facilities" means waiting room, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that it will retain such certifications in its files, and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):
- NOTICE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES.** A certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

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

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

- D. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM:** If requested by Buyer, Seller shall promptly develop and submit a written affirmative action compliance program, and also require its subcontractors to establish and submit written affirmative action compliance programs ("Note: If Seller already has such a program, please so indicate by checking here [    ]).
- E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show probable cause or other such notification of non-compliance with EEO regulations.
- F. **CURRENT WORKFORCE:** My/Our firm is committed to Equal Employment Opportunity and the Affirmative Action steps necessary to achieve the goals of the Executive Order. As of this date, the current Total workforce of my/our firm is as follow:

JOB CLASSIFICATION	TOTAL EMPLOYEES	WHITE		BLACK		HISPANIC		OTHER	
		Male	Female	Male	Female	Male	Female	Male	Female
OFFICIALS									
CRAFT (SKILLED)									
LABORERS (UNSKILLED)									
CLERICAL									
OTHER SPECIFY									
OTHER SPECIFY									
OTHER SPECIFY									

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

BY \_\_\_\_\_  
( SIGNATURE)

\_\_\_\_\_  
(PRINTED OR TYPED NAME)

TITLE \_\_\_\_\_  
(PRINCIPAL)

FIRM NAME	STREET ADDRESS
CITY, STATE, ZIP CODE	TELEPHONE NUMBER

**CHICAGO HOUSING AUTHORITY**  
**Department of Procurement & Contracts**  
**STATEMENT OF BIDDER'S QUALIFICATIONS**

This form must be submitted with each bid or proposal. Each business of a joint venture must submit this form. Complete all blanks by entering the requested information or "NA" if it is not applicable to your business.

SPECIFICATION OR RFP TITLE		SPECIFICATION OR RFP NO.	
COMPANY NAME		DUN & BRADSTREET NUMBER	
PARENT COMPANY (IF APPLICABLE)	PREVIOUS COMPANY NAME		

**PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS ON BEHALF OF COMPANY**

NAME	OFFICIAL CAPACITY

**BANK REFERENCES**

BANK NAME		ADDRESS	
CITY, STATE, ZIP CODE	CONTACT PERSON	TELEPHONE NO.	

**BUSINESS REFERENCES (Provide three existing or completed work activities by your business which are similar to or support your ability to successfully complete the scope of work of this RFP/Spec.)**

AGENCY/COMPANY NAME		ACTIVITY		DOLLAR AMOUNT	
DATE COMPLETED	P.O./CONTRACT NO.	CONTACT PERSON	PHONE NO.	FAX NO.	
AGENCY/COMPANY NAME		ACTIVITY		DOLLAR AMOUNT	
DATE COMPLETED	P.O./CONTRACT NO.	CONTACT PERSON	PHONE NO.	FAX NO.	
AGENCY/COMPANY NAME		ACTIVITY		DOLLAR AMOUNT	
DATE COMPLETED	P.O./CONTRACT NO.	CONTACT PERSON	PHONE NO.	FAX NO.	

The undersigned covenants and agrees to provide the Chicago Housing Authority current, complete and accurate information regarding their business' status. The undersigned further agrees to permit examination of books, records, and files by authorized representatives of the Chicago Housing Authority or the U. S. Department of Housing and Urban Development. Any material misrepresentation may be grounds for terminating any contract which may be awarded and/or for initiating action under federal or state laws concerning false statements.

SIGNATURE OF PRINCIPAL	PRINTED NAME OF PRINCIPAL	DATE SIGNED
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# Certifications and Representations of Offerors

## Non-Construction Contract

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

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

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

### 1. Contingent Fee Representation and Agreement

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

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

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

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

(Check the block applicable to you)

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

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

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

#### 6. Conflict of Interest

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

#### 7. Offeror's Signature

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

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---

# General Conditions for Non-Construction Contracts

## Section I — (With or without Maintenance Work)

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **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 changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/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 employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will 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 of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such 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 employer, 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, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of 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 of 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 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will 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 the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and 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 invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and 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 invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor/seller or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 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 for employment 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. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. 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 to pursue 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 the [contractor/seller] 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 issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such 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/seller] 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 Brail or large print 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/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to 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/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, 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.

6. The [contractor/seller] 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, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

## 18. 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.

## 19. 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, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 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)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) 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.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) 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 subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(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



materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

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