



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. 3280 (2025)
CHA Information Technology Service- Cisco Smartnet

RELEASE DATE: Friday, May 2, 2025
BID OPEN DATE AND TIME: May 21, 2025

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)

(Bidder's Name)

(Print Name)

(Title)

(Date)

Angela Hurlock
Interim Chief Executive Officer

Sheila Johnson
Deputy Chief of Procurement

www.thecha.org

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Attachments:

Attachment A.....	Fee Proposal Form
Attachment B.....	General Conditions for Purchase Orders
Attachment C.....	Housing and Urban Development (HUD) Handbook No. 7460.8 REV-2
Attachment D.....	Utilization Plan

KEY INFORMATION

BIDDER'S GENERAL INFORMATION

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

Robert Thompson, Procurement Specialist
Chicago Housing Authority
60 East Van Buren Street, 8th Floor
Chicago, Illinois 60605
Phone (312) 913-7032
Email: rthompson@thecha.org

- 2. PRE-BID MEETING:** **Thursday, May 8, 2025 at 2:00 PM.** CHA strongly encourages all interested firms to attend the pre-bid Meeting. Real-Time online viewing is available. To view the Pre-Bid Meeting online visit Microsoft Teams Town Hall <https://msteams.link/OGON> .
- 3. QUESTIONS: Must be submitted in writing to the Supplier Portal** <https://supplier.thecha.org> **no later than 2:00 PM (CT) on Monday, May 12, 2025.** Questions received about this solicitation after the deadline above may not be answered. The Authority reserves the right, at its sole discretion, to respond to questions received after the deadline.
- 4. BID DUE DATE AND TIME:** **Wednesday, May 21, 2025 at 2:00 PM CT.**
No bids will be accepted after the date and time 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.
- 5. ELECTRONIC SUBMISSION OF SEALED BIDS:** Sealed bids may be submitted electronically via the CHA Supplier Portal at: <https://supplier.thecha.org>. Electronic bid submissions are to be submitted once. Each Submittal section of the electronically submitted bid shall be labeled and separated into a different file as described in Section II. Instructions for Bidders. **FACSIMILE AND E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED.**
There is no maximum file capacity size when uploading attachments in the Supplier Portal. If an error message is received that states "Maximum size is 50" while uploading an attachment in the Supplier Portal, that error message refers to the file naming size. The file name cannot be more than 50 characters.
- 6. ADDENDA:** Any interpretations, corrections, or changes to the solicitation will be made by addenda issued by the CHA. Any addenda issued will be provided to all prospective Bidders and posted on the CHA's website at: www.thecha.org. It is the responsibility of the Bidder to inquire of the issuance of any addenda. If the CHA determines this solicitation should be modified, it will inform all prospective Bidders by distributing addenda to this solicitation before the date 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 in the Invitation for Bid.

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SCOPE OF SERVICES

The Chicago Housing Authority's Information Technology Services Communications seeks qualified firm(s) to provide Cisco software renewals, maintenance, and support, as well as maintenance and support for potential new hardware purchases. The contract term shall be for a five (5) year base term. Exhibit A, attached to this Invitation for Bids (IFB), lists the itemization of the required software and support, and includes a section for potential new hardware.

Bidders are required to submit pricing for a five (5) year multi-year renewal of all Cisco software subscriptions and hardware listed in Exhibit A. This pricing must include comprehensive maintenance and support services as detailed in Exhibit A and should provide the flexibility to add or remove licenses and modify support levels as needed during the contract term. Any such adjustments must be reflected in the annual cost accordingly.

For any new hardware purchased under this contract, Bidders must also include pricing for five (5) years of maintenance and support. This pricing should be itemized and clearly presented in the bid response.

This IFB is structured into the following categories, with the specific items detailed in Exhibit A:

- Contract # 206259113 - Software Subscription Renewals, Maintenance, and Support (Multi-Year Option)
- Contract # 205702643 - Software Subscription Renewals (Multi-Year Option)
- Contract # -999 – Software Subscription Renewals (Multi-Year Option)
- Secondary Market on Hardware (including maintenance and support)

Please note: Pricing for all categories is required. Partial bids will not be accepted.

Bidders must also provide unit pricing for secondary market Cisco hardware items listed in Exhibit A. The CHA reserves the right to purchase any quantity up to the listed amounts based on operational needs and budget availability. Additionally, Bidders must include five (5) years of maintenance and support pricing for each secondary market hardware item as a separate line item in their bid submission.

INSTRUCTIONS AND SUBMITTAL REQUIREMENTS FOR BIDDERS

The Bid Submittal must include the following documents:

- Fee Proposal Form
- Insurance Certificate
- Contractor's Affidavit
- Contract Compliance Certification
- Utilization Plan
- Letter of Intent for MBE/WBE/DBE and/or HUD Section 3 Subcontractors
- Representations Certifications and Other Statements of Bidders, HUD 5369-A Form
- General Conditions for Non-Construction Contracts, HUD 5370-C Form
- Certification of Payments to Influence Federal Transactions, HUD-50071 Form
- Economic Disclosure Statement

DOCUMENT FORMAT: These pages and other documents must be in the following form:

- i. Enter Bidder's name in the space provided on Page 1 of this IFB; and
- ii. Submit ONE (1) ORIGINAL COPY of the "Bid Submittal" form comprising all pages (including the Bidder's completed BF pages for Sections VII and VIII). **PLEASE NOTE:** Each page in the original copy shall bear an original (not photocopied) signature; and
- iii. Submit ONE (1) ORIGINAL of all required MBE/WBE/DBE and HUD Section 3 documents; and
- iv. Submit ONE (1) ORIGINAL of all other required bid documents; and
- v. Acknowledge receipt of any addenda issued.

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

BUSINESS LICENSE and PERMIT: [X] Not Required

The successful Bidder(s) shall obtain and pay for all required permits (if applicable), certificates, and licenses for the

performance of the services specified herein. Bidders shall post all notices required by law, and shall comply with all applicable laws, ordinances, and regulations which may affect their performance.

BID SECURITY: [X] Not Required

Each Bid must be accompanied by a Bid Bond in the amount of N/A of the total amount of the Bid submitted or a certified check in the same amount, payable to the "Chicago Housing Authority", (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.

CONTRACT REQUIREMENTS

CHA is committed to contracting with vendors who share our values for inclusive and equitable contracting opportunities. CHA strives to be fair, transparent and practical, and to optimize the use of public funds through purchasing decisions.

1. Summary of Contract Requirements

Type of Contract	M/W/DBE	HUD Section 3 (Labor Hours)	S3 Business subcontracting (> \$250,000)	Davis Bacon
Construction	Yes	Yes	Yes	Yes
Professional Service (licensure required)	Yes	No	Yes	No
Professional Service (non-licensure required)	Yes	Yes	Yes	No
Professional Services (direct services to residents)	Yes	Yes	No	No
Material & Supply	Yes	No	Yes	No

* if not self-performing

Minimum Contract Requirements:

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

Certified Minority, Women, and Disadvantaged Business Enterprises (M/W/DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Vendors and their subcontractors or suppliers must take all necessary and reasonable steps to ensure that M/W/DBEs have the maximum opportunity to compete for and perform contracts financed in whole or in part by federal funds. CHA establishes minimum thresholds for all contracts over \$50,001. Vendors unable to meet the requirement may propose indirect participation subject to CHA's written approval.

Section 3 Business Subcontracting – For contracts >\$250,000, vendors are required to subcontract to Section 3 Businesses, unless self-performing. To locate a Section 3 Business, visit the [Workforce Opportunity Resource Center](#) (WORC) site. Professional Services that directly provide social support services for CHA residents are not required to sub-contract to Section 3 Businesses but are encouraged to sub-contract when feasible. Vendors unable to meet the

requirement may propose indirect participation subject to CHA’s written approval. These may include, but are not limited to mentorship programs, internships, training, and employment opportunities for non-CHA funded projects, or payment into CHA’s Workforce & Education Fund.

Section 3 Labor Hours

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

Davis Bacon and Minimum Wage Requirements:

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

All CHA contracts must comply with the current local Minimum Wage requirement. The Minimum Wage Requirements shall be specifically incorporated as a contractual requirement in any award and agreement resulting from this solicitation for any of the Selected Respondent’s covered employees. The Respondent must consider the Minimum Wage Requirement in determining its fees for services to be performed or provided by the Respondent under its fee proposal and other submittals. Note that Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) preempt any conflicting State prevailing wage rate or the Minimum Wage Requirement when the State prevailing wage rate or the Minimum Wage Requirement is higher than the Federally imposed wage rate (24 CFR 965).

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

Type of Contract	Contract Amount	MBE/WBE/DBE Participation	Section 3 Business Subcontracting (>\$250,000)	Section 3 Labor Hours (25% of which 5% is through CHA resident hires)***
Construction	>\$50,000	30%	10%	25%
Supply & Delivery	>\$50,000	20%	3%*	N/A
Professional Services	>\$50,000	20%	3%**	25%

*Or OEO **excludes social support service providers *** Required regardless of contract amount

2. Utilization Plan:

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

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

3. Reporting Requirements:

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

Additional Information:

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

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

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

Definitions

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

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

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

Additional information on CHA's contract requirements and forms can be found at <https://www.thecha.org/how-do-business-cha>

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FINANCIAL STATEMENTS

1. The Bidder/Financially Responsible Party shall demonstrate its financial capacity by submitting the most recent two (2) years of audited, reviewed or compiled financial statements prepared by a third party licensed Certified Public Accountant (CPA). The Financial Statements may be subject to different levels depending upon the Bidder's proposal and the projected contract value of the award. Listed below are the minimum acceptable required documents based upon the amount of the Bid:

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

2. **For bids or contract awards valued at the amounts below, the Bidder must provide the following:**

- Valued less than \$500,000, its **IRS tax transcript**.
- Valued less than \$1,000,000 **complied Financial Statements**.
- Valued at less than \$2,500,000.00 **reviewed financial statements**.
- Valued more than \$2,500,000.00, **audited financial statements**.

3. **EVALUATION OF FINANCIAL CONDITION:**

- i. CHA will also evaluate Bidders based upon analysis of, including, but not limited to, third-party reporting agencies, regulatory agencies, and bureaus, as it deems necessary to determine the financial adequacy of the Bidder and confirm it is in good financial standing with governmental agencies.

- ii. Other considerations in the evaluation of the financial condition of Bidders require:

- Financial Statements from a legal business entity (i.e., corporation, partnership, or Limited Liability Company ("LLC")); and the business entity name and address listed on the Financial Statement should match the address on file with the Dun & Bradstreet report for CHA to perform its financial review.
- Reason for delay or non-completion if Bidder is not able to provide Financial Statements for six (6) months after its fiscal year end.
- 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 for newly created entities (e.g., partnerships or LLCs).
- CHA reserves the right to request Dun & Bradstreet reports to make an award determination. Bidder must provide the address on file with Dun & Bradstreet if it differs from the address listed on the proposal.
- CHA reserves the right to request additional information to complete the financial evaluation and review of any Bidders.

- iii. **CHA will not accept:**

- Internally prepared business entity financial reports.
- Personal financial statements or tax returns.

BID PREPARATION AND WITHDRAWAL OF BIDS BEFORE BID OPENING

1. **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 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.
- iv. Alternate bids will not be considered unless this solicitation authorizes the submission.

2. WITHDRAWAL OF BIDS: No bid will be withdrawn for a period of one hundred twenty (120) calendar days after the opening of bids unless approved by the CHA.

3. 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 subject to False Statements, Concealment, 18 U.S. Code § 1001.

TAX: This bid shall not include charges for the Illinois Retailers' Occupational Tax ("Sales Tax") on direct sales to CHA or on any material incorporated into or that becomes part of the services, federal excise taxes, or federal transportation taxes. The CHA will provide all contract awardees with a Tax Exemption Certificate.

MINIMUM WAGE REQUIREMENT: Any award under this solicitation shall be subject to the current local (i.e., City of Chicago) Minimum Wage Requirement. The Minimum Wage Requirements shall be specifically incorporated as a contractual requirement in any award and agreement that results from this solicitation for any of the Selected Bidder's covered employees. The Bidder must take the Minimum Wage Requirement into consideration in determining its fees for services to be performed or provided by Bidder under its fee proposal and other submissions.

DISCLOSURE CERTIFICATION: The Bidder shall be required to certify the following, which must be signed and notarized:

1. The Bidder certifies to the best of its knowledge its principals and any subcontractors used in the performance of services, meet the CHA requirements and have not: (i) violated any City of Chicago or a governmental unit, as defined in 30 ILCS 525/1 (“Sister Agency”) policies; codes; state, federal, or local laws; rules or regulations; and (ii) been subject to any debarment, suspension or other disciplinary action by any government agency. If at any time the Bidder becomes aware of any foregoing information, it must immediately disclose it to the CHA.
2. The recommended Bidder will be required to provide, at the appropriate time during the solicitation process, its other business relationships, including but not limited to, board affiliations, positions or board memberships with any other non-profit, government or other Chicago businesses.

ECONOMIC DISCLOSURE STATEMENT: Bidders must complete the attached economic disclosure statement and affidavit in the Appendices. The economic disclosure forms must be completed by the Prime Bidder and all subcontractors in their entirety and notarized. Privately held companies and not-for-profit organizations must disclose its board of directors and corporate officers. All companies must disclose the percentage of ownership. Failure to provide complete ownership information may cause your Response to be deemed non-responsive.

FIXED FIRM RATE CONTRACT, PERFORMANCE AND TERM

1. **FIRM FIXED RATE CONTRACT:** The contract shall be a firm fixed rate contract.
2. **TERM OF CONTRACT:** The term of the contract to be awarded for the performance of services shall be for a five (5) year base period. The award may be subject to Housing and Urban Development (“HUD”) approval or CHA Board of Commissioners’ approval.

PRE-AWARD MEETING: The CHA reserves the right to conduct a Pre-Award Meeting with the Bidders to determine if a Bidder is a responsible party pursuant to Federal Law. This meeting may include a review of: (i) visit to the Bidder's facilities and a visit to the facilities; (ii) past performance on other CHA and State and Local government agencies' contracts; (iii) capacity to perform under the terms and conditions of the contract; (iv) on-hand equipment; (v) current employee depth and capabilities; (vi) financial records (vii) resources/capabilities; and (viii) any other area or aspect of the Bidder's integrity, operations and/or capabilities that will assist the CHA in making a determination of a Bidder's responsibility.

AWARD: CONTRACT AWARD-SEALED BIDDING:

1. The CHA will evaluate bids in response to this solicitation without discussions, and will award a contract to the responsible Bidder whose bid: (1) is responsive and conforms to the solicitation; (2) will be most advantageous to the CHA; (3) is the lowest total price per category; and (4) the price-related factors specified in the solicitation for the base period of five (5) years.
2. The CHA may waive minor irregularities in bids received.
3. 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.
4. The CHA may reject a bid as non-responsive if: (1) the bid prices are materially unbalanced between line or sub-line items (2) it is materially unbalanced when it is based on prices significantly less than cost for some items and prices which are significantly overstated with respect to the cost for other items; (3) 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 (4) the bid is so unbalanced as to be tantamount to allowing an advance payment.
5. The CHA reserves the right to reject any and all bids or to reissue or withdraw this Invitation for Bid if 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.
6. No awards will be made to a Bidder or firm that is on the list of Bidders' ineligible to receive awards from the CHA or the United States, as furnished by HUD.

SINGLE OR MULTIPLE AWARDS:

The CHA may elect to award a single contract or multiple contracts for the same services or services to two (2) or more Bidders under this solicitation.

COOPERATIVE PURCHASING:

From time to time, the CHA, and another Sister Agency, and CHA's Property Management Companies ("Property Manager") may enter into cooperative purchasing agreements for the procurement or use of common goods and services in which one Sister Agency or Property Manager conducts a competitive procurement and another Sister Agency(ies) or Property Manager(s) enter into separate contracts with the Selected Bidder. The Sister Agency(ies) or Property Manager(s) issue purchase orders/delivery orders, process invoices and make payments under separate contracts with the Selected Bidder, as authorized by the Sister Agency or Property Manager. Sister Agencies or Property Managers intending to utilize a competitively solicited CHA contract must notify the CHA's Contracting Officer of the intended participation and identify the contract. The credit or liability of each Sister Agency or Property Manager shall remain separate and distinct. The following Sister Agencies which may be considered by the CHA are: City of Chicago; Chicago Park District; Chicago Public Schools; Chicago Board of Education; City Colleges of Chicago; Chicago Transit Authority; Chicago Board of Elections; The Metropolitan Pier and Exposition Authority; Municipal Courts of Chicago; and Public Building Commission.

PERFORMANCE AND PAYMENT BOND: [X] Not Required

Upon award of the contract, the Bidder must provide and pay for an acceptable Performance Bond in the amount of **0%** of the contract price or **separate acceptable Performance and Payment Bonds each in the amount of 50% or more of the contract price**. The surety must be a guaranty or surety company which appears on the Treasury Department Circular No. 570, published annually in the Federal Register. Assistance in securing the Performance and Payment Bond is available through the Small Business Administration, which encourages Minority Business Enterprises. The CHA shall not be responsible for the cost of the Performance and Payment Bond.

W-9 SUBMITTAL: Upon award of the contract by the CHA, Bidder shall provide a copy of its Request for Taxpayer Number and Certification (W-9) at the time and date specified by the CHA.

AVAILABILITY OF FUNDS: The CHA's obligation under the 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 CHA's Contracting Officer for the contract and the Bidder receives notice of such availability, which must be confirmed in writing by the CHA's Contracting Officer.

CONTRACT DOCUMENTS: The Contract between parties (the "Contract"), will include the following, which collectively are "Contract Documents": (i) terms and conditions contained within each task order; (ii) all written modifications, amendments and change orders to the contract; (iii) all Specification Bid Form pages BF/1 - BF/13 and Attachment A, when accepted by the CHA: "Special Conditions"; (iv) General Conditions for Construction, HUD 5370 Form or General Contract Conditions for Non-Construction, HUD 5370-C Form (as applicable); (v) 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); (vi) the "Instructions to Bidders (form HUD-5369)" or "Instructions to Offerors Non-Construction (form HUD-5369-B)" (as applicable); (vii) applicable wage rate determinations from either the U.S. Department of Labor or HUD; (viii) the Bid Bond, the Performance and Payment Bond or Bonds or other assurances of completion (if applicable); (ix) "Technical Specifications"; (x) drawings, if any; (xi) Bidder's Affidavit or any other affidavits, certifications or representations Bidder is required to execute under the Contract with the CHA; and (xii) MBE/WBE/DBE and Instructions to Bidders regarding Affirmative Action under Executive Orders 11246 and 11914. In the event any provision in one of the sections of the Contract conflict with any provision of any other section, the provision in the section first enumerated herein shall govern except as otherwise specifically stated. The Contract Documents 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.

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

Accordingly, the Bidder 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 Bidder 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 Bidder 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 Bidder shall flow down this provision to subcontractors at every tier.

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

Minimum Coverage and Limit Requirements – Information Technology Agreements

1. **Commercial General Liability:** General Liability Insurance on an occurrence basis with limits not less than \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 covering bodily injury and property damage. This coverage shall also include, but not be limited to, contractual liability, products and completed operations, personal and advertising injury.
2. **Auto Liability:** Required when any vehicles (owned, hired and/or non-owned) are used in connection with the Services to be performed, coverage limits of not less than \$1,000,000 each accident combined single limit for Bodily Injury and Property Damage.
3. **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

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

Related Insurance Requirements

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 the 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. 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 REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE BIDDER COMMENCING SERVICES AT THE DESIGNATED CHA LOCATION.

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

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

The Bidder 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 Bidder under the Contract.

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ACKNOWLEDGMENT OF BID DOCUMENTS AND INSTRUCTIONS

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

Execute and Submit with Bid	Notarize	Document
√		Fee Proposal Form (Attachment A)
√		Picture of Item Priced Supplemental (combined pdf)
√		Insurance Requirements
√		Representations, Certifications and Other Statements of Bidders (HUD-5369-A Form)*
√		General Conditions for Non-Construction Contracts (HUD-5370 Form)*
√		Certification of Payments to Influence Federal Transactions (HUD-50071 Form)*
√	√	Contractor's Affidavit*
√	√	Economic Disclosure Statement and Affidavit*
		Contract Requirements
√		Utilization Plan (Attachment D)
√	√	Letter of Intent-MBE/WBE/DBE and HUD Section 3 Subcontractors*
√	√	Contract Compliance Certification*
√		Statement of Bidder's Qualifications*
√		Bidder's Financial/Income Tax Statement
√	√	Bid Execution And Acceptance

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

(Signature)

(Bidder's Organization Name)

(Print Name)

(Title)

(Date)

CHICAGO HOUSING AUTHORITY
BID EXECUTION AND ACCEPTANCE

If this bid is submitted by a joint venture, each business must provide the information requested below AND a copy of the Joint Venture Agreement must be included with the bid. Failure to provide the Joint Venture Agreement will 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(s).

By signing this Bid Execution and Acceptance document and submitting this bid, the Bidder acknowledges and agrees to the following: (1) it has reviewed the Contract Documents and understands and agrees to the terms and conditions contained therein; (2) 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) the Bidder shall be bound by the terms and conditions of the Contract; and (4) the Bidder shall perform the services: (i) for the total compensation; (ii) in the term specified below; (iii) based upon the Bidder's bid contained herein as executed below by the CHA's Contracting Officer; (iv) provided that the bid is accepted by the CHA; and (v) provided the Contract Documents are 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.**

(Bidder's Organization Name)

By: _____ DATE: _____
(Signature)

(Printed or Typed Name)

Title: _____
(If a Corporation, President, Vice President; or if a Partnership, Partner; or other Officer should
Sign. Evidence of authority must be submitted.)

Subscribed and sworn to before me
this ____ day of _____, 20____
My Commission Expires:

Address: _____

(Notary Public)

City, State, Zip Code: _____ Taxpayer ID No: _____

Telephone No: () _____ Fax No: () _____

Email: _____

(Bidder Code)

(Contract No.)

The Chicago Housing Authority hereby accepts the Bidder's offer, bid and proposal as set forth in the 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 Bidder agrees not to perform and waives any and all claims of payment for services which would result in billings beyond the above amount without a prior written amendment to the Contract authorizing said additional services. The Bidder recognizes an affirmative duty to monitor its performance and billings to ensure that the scope of services is completed within this firm-fixed contract price.

The Term of this Contract is _____

A "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 of Procurement**
Chicago Housing Authority
60 East Van Buren St, 8th Floor
Chicago, IL 60605

Date Signed: _____