



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. 3299 (2025) PALO ALTO FIREWALL NETWORK UPGRADE

RELEASE DATE: FRIDAY, September 5, 2025
BID OPEN DATE AND TIME: TUESDAY, SEPTEMBER 30, 2025, at 12:00 PM CT

BID SUMMARY

Bidder’s Organization Name: _____

Contact Name: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Fax Number: _____

Bid in whole dollars only.

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

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

(Bidder's Name)

(Signature)

(Date)

(Title)

Angela Hurlock
Interim Chief Executive Officer

www.thecha.org
Revised as of 07/10/2025, all others void

Sheila Johnson
Deputy Chief of Procurement

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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:
FREDERICA JUSTE, Procurement Specialist
Chicago Housing Authority
60 East Van Buren Street, 8th Floor
Chicago, Illinois 60605
Phone (312) 913-7648
Email: FJuste@thecha.org
- 2. PRE-BID MEETING AND SITE VISIT: THURSDAY, SEPTEMBER 18, 2025, at 1:30 PM CT,** CHA strongly encourages all interested firms to attend the Pre-Bid Meeting at 60. E. Van Buren St., Chicago, IL 60605, Conference Room 736B/C. To participate onsite, you must **RSVP by SEPTEMBER 17, 2025, at 12:00 PM (CT)** with Frederica Juste via email at FJuste@thecha.org. Please submit the Company Name, First & Last name of each attending member, and Primary contact email address. Bidders may access the pre-bid meeting via this link: <https://msteams.link/H5EJ>
- 3. QUESTIONS:** Must be submitted in writing to the Supplier Portal <https://supplier.thecha.org> **no later than 2:00 PM CT on FRIDAY, SEPTEMBER 19, 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: TUESDAY, SEPTEMBER 30, 2025, at 12:00 PM CT:** Bidders may access the bid opening via this link <https://msteams.link/2S6N>

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 (CHA) is upgrading its external perimeter firewall infrastructure to strengthen network security and align with evolving cybersecurity needs by migrating from the existing external Palo Alto Networks PA-5220 firewalls to two (2) next-generation Palo Alto Networks PA-5410 appliances. The project includes installation, configuration, and activation of related security services and support agreements at 60 E Van Buren St. Chicago, IL 60605.

To maintain the integrity and security of the environment, no major network redesigns are required for implementation as CHA's current internal firewall & management system (Panorama) shall remain intact and the overall security system will be homogeneous. The scope of this project includes the delivery, configuration, and deployment of the following components:

Item Specification & Service Description
PA-5410 PALO ALTO NETWORK SECURITY/FIREWALL APPLIANCE WITH AC POWER SUPPLIES PAN-PA-5410-AC
PA-5410 PRECISION AI NETWORK SECURITY BUNDLE - 1 YEAR TERM (ADVANCED THREAT PREVENTION, ADVANCED URL FILTERING, ADVANCED WILDFIRE, DNS SECURITY AND SD WAN) PAN-PA-5410-BND-CORESEC
PREMIUM SUPPORT - EXTENDED SERVICE (US GOV'T ACCOUNTS) PAN-SVC-PREMUSG-5410
PALO NGFW PA5400 Series QUICK START SVC (Includes One Cutover) PAN-CONSULT-NGFW-QS-PA54XX
PALO ALTO BASE PKG TRAVEL 3 DAYS ONSITE PAN-CONSULT-TE-BASE-3D-FW

Installation (PAN-PA-5410-AC):

- Two (2) Palo Alto Networks PA-5410 Firewalls

Software & Subscriptions - one (1) Year Term (PAN-SVC-PREMUSG-5410) & (PAN-PA-5410-BND-CORESEC):

- Palo Alto Networks Premium Support Extended Service Agreement
- Core Security Subscription Bundle, including but not limited:
 - Advanced Threat Prevention
 - Advanced URL Filtering
 - Advanced WildFire
 - DNS Security
 - SD-WAN

Professional Services (PAN-CONSULT-TE-BASE-3D-FW):

- Includes up to three (3) days of consulting services for configuration, setup, and implementation of the new firewalls. Tasks include but are not limited to:
 - Creation of implementation timeline (Projected contract start date 10/13/2025 to completion 2/1/2026)
 - Initial configuration and best practices alignment
 - Migration of existing rules and policies from two (2) PA-5220
 - Testing and validation of deployment

- Go-live support with Knowledge transfer to CHA staff

Quick Start Service for PA-5400 Series (PAN-CONSULT-NGFW-QS-PA54XX)

- Accelerated setup and deployment
- Policy creation and basic configuration
- Licensing and subscription activation
- Basic visibility and reporting setup

Acceptance Criteria & Deliverables

- Two fully installed, deployed, and operational PA-5410 firewalls by February 1, 2026
 - Migration of existing firewall policies and configurations from two (2) PA-5220 devices. CHA shall not require any removal, & recycle services
 - Valid Activation of all security subscription & licensing features
- Detailed documentation of configurations, knowledge transfer, deployment and basic operational functions provided to CHA's IT team for review
- All Firewall features are completely tested

Written confirmation from the selected CHA IT representative will be sent upon successful migration and functionality.

INSTRUCTIONS AND SUBMITTAL REQUIREMENTS FOR BIDDERS

The Bid Submittal must include the following documents:

- Fee Proposal Form
- Insurance Certificate(s)
- 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:

- Enter Bidder's name in the space provided on Page 1 of this IFB; and
- 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
- Submit ONE (1) ORIGINAL of all required MBE/WBE/DBE and HUD Section 3 documents; and
- Submit ONE (1) ORIGINAL of all other required bid documents; and
- 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:

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.

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 **compiled 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 standard satisfactory completion of installation & **one (1) year term 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 unit price per category; and (4) the price-related factors specified in the solicitation for the base period of three (3) 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:

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.

Minimum Coverage and Limit Requirements

1. **Commercial General Liability:** General Liability Insurance on an occurrence basis with limits not less than \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 covering bodily injury and property damage. This coverage shall also include, but not be limited to, contractual liability, products and completed operations, personal and advertising injury.
2. **Workers' Compensation and Employer's Liability:** Coverage must be in accordance with the laws of the State of Illinois and include a waiver of subrogation in favor of Chicago Housing Authority.

- Coverage A – Statutory Limits
 - Coverage B - Employers Liability - \$500,000 bodily injury or disease each accident; each employee
3. **Auto Liability:** Required when any vehicles (owned, hired and/or non-owned) are used in connection with the Services to be performed, coverage limits of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage.
 4. **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.
 5. **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 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.

333 South Wabash Certificate of Insurance Requirements

A current certificate of insurance is required of *all* Contractors, Subcontractors, and Vendors before the commencement of services, as follows:

1. The Service Contractor shall evidence at least the following insurance coverage, provided that the amounts listed below will not act as a limitation on recovery from Service Contractor's insurance:
 - A. Commercial General Liability
Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") commercial general liability coverage "occurrence" form CG 0001 04 13 or another "occurrence" form providing equivalent coverage including, but not be limited to, contractual liability coverage, independent contractor's liability, coverage for bodily injury

(including death), property damage (including loss of use thereof), ongoing and completed operations, products liability, and personal and advertising injury, in the following amounts:

\$1,000,000 Per Occurrence Limit
\$2,000,000 General Aggregate Limit

This coverage shall be primary to Owner and Agent's coverage and Owner and Agent's coverage shall be noncontributory.

B. Excess or Umbrella Liability

Service Contractor shall provide Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability insurance with minimum limits equal to \$4,000,000 each occurrence and \$4,000,000 annual aggregate.

C. Worker's Compensation

As required by statute in the state where the Property is located and where any operations relating to the contract are located, with waiver of subrogation against Manager and Sub-Manager.

D. Employers' Liability

With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit, and \$1,000,000 bodily injury each employee.

E. Automobile Liability

Combined Single Limit - \$1,000,000 per accident.

Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.

F. Commercial Crime Insurance

Service Contractor is responsible for loss to Owner and third-party property/assets and shall maintain Fidelity Bond or comprehensive crime insurance coverage for the dishonest acts of its employees in a minimum amount of \$1,000,000. Service Contractor shall name Owner as Loss Payee with respect to the comprehensive crime insurance coverage.

2. Commercial General Liability shall include the following as additional insured, including their officers, directors, and employees. Additional Insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent shall be utilized for the Commercial General Liability policy. Please note that the spelling of these parties must be exactly correct, or the Contract Duties will not be allowed to commence.

1. SHVO Property Management LLC
2. Seren Managing Member 333 Wabash LLC
3. Shvo Concepts LLC
4. DF 333 Management Company LLC
5. DFA 333 Wabash SMM LLC
6. Deutsche Finance US Ventures LLC
7. Deutsche Finance America LLC
8. DF 333 Investment LLC
9. DF 333 Wabash JVCo LLC

10. DF 333 Wabash MezzCo LLC
 11. American General Life Insurance Company, and/or its affiliates and its respective successors and/or assigns
 12. The Variable Annuity Life Insurance Company, and/or its affiliates and its respective successors and/or assigns
 13. American Home Assurance Company, and/or its affiliates and its respective successors and/or assigns
 14. National Union Fire Insurance Company of Pittsburgh, PA., and/or its affiliates and its respective successors and/or assigns
 15. Goldman Sachs Bank USA, a New York State-Chartered Bank
 16. Jones Lang LaSalle Americas, L.P. Together with the respective owners, partners, affiliates, members managers, shareholders, officers, directors, employees, and agents of each of the foregoing entities, and the holder of any mortgage, deed of trust or other security interest encumbering the building.
3. If Vendor's work involves professional design or engineering, special evidence of \$3,000,000 in professional liability coverage is required by Manager.
 4. If Vendor's work involves any hazardous or toxic substances or materials such as Asbestos or Asbestos abatement, special evidence of \$3,000,000 in Contractor's Pollution Liability coverage is also required by Manager.
 5. Manager requires each Vendor to submit certificates of insurance and endorsements in form and substance satisfactory to Manager as evidence of the coverages required. Each required policy will provide for (A) waiver of subrogation against Manager; and (B) if Vendor's liability insurance limit is subject to a policy aggregate, the aggregate limit must apply per project, or per location. All of Vendor's policies will provide for thirty (30) days' prior written notice to Manager of cancellation and shall be issued by insurers with a Best's rating of A - VII or higher as reported in the most recent Property & Casualty Reports Key Rating Guide edition.
 6. For Projects in which Manager acts as Project Manager, Contractors are required to extend broad form indemnities to both Manager and Sub-Manager and name Manager and Sub-Manager as additional insured.
 7. The following should be named as the Certificate Holder:

DF 333 WABASH PROPCO LLC
c/o SHVO
745 5th Ave, 19th Floor
New York, NY 10151

Again, please remember that a current Certificate of Insurance must be provided to the Office of the Building via email at 333@SHVO.com or direct to 333 S. Wabash Ave. Suite 302 Chicago, IL 60604 prior to the start of work or commencement of delivery.

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)
√		Timeline for Hardware Delivery to Final Completion of Implementation
√		Proof of Insurance Requirements
√		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) *
√	√	Contractor's Affidavit*
√	√	Economic Disclosure Statement and Affidavit*
√		Statement of Bidder's Qualifications*
√		Bidder's Financial/Income Tax Statement
√	√	Bid Execution and Acceptance
		Contract Requirements
√		Utilization Plan (Attachment C)
√	√	Letter of Intent-MBE/WBE/DBE and HUD Section 3 Subcontractors*
√	√	Contract Compliance Certification*

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

(Bidder's Organization Name)

(Signature)

(Print Name & Date)

(Title)

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)

Subscribed and sworn to before me

(Printed or Typed Name)

this ____ day of _____, 20____
My Commission Expires:

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

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

Date Signed: _____