

James Reynolds
Chairperson

Board of Commissioners
Hallie Amey
Deverra Beverly
Dr. Mildred Harris
Michael Ivers
Myra King
Carlos Ponce
M. Bridget Reidy
Sandra Young

Lewis A. Jordan
Chief Executive Officer

January 10, 2011

REQUEST FOR PROPOSAL NO.: 10-00648

SUBJECT: SECTION 3/RESIDENT OWNED BUSINESS PROGRAM

The Chicago Housing Authority's ("CHA's") Resident Services Division ("Resident Services"), seeks the services of highly qualified Respondents to develop, organize and implement a Resident Owned/Section 3 Business Entrepreneurship Development demonstration program ("Program") enrolling up to 40 residents living in CHA's housing portfolio, including residents living in Scattered Site, family and mixed-income properties. It is anticipated that up to 80 residents will participate in this program.

The Selected Respondent(s) to this RFP should be familiar with HUD regulations related to Section 3 business concerns and possess knowledge of resident owned businesses within the public housing framework. Through the demonstration program, the Selected Respondent(s) shall provide the necessary education and processes needed for participants to utilize their small business to apply for contract opportunities, including partnering with other businesses. However, CHA, City and other sister agency contracting opportunities will not specifically be set aside for Program participants.

Please submit six (6) copies of your Proposal, as follows: one (1) signed original and five (5) copies on the Respondent's stationery. Please see detailed requirements for submittals in the attached document. Proposals must be sent to the attention of:

Venita Hawkins Barnes, Procurement Specialist
Chicago Housing Authority
Procurement and Contracts Department – Bid Repository
60 East Van Buren, 13th Floor
Chicago, Illinois 60605

Please submit your Proposal in a sealed envelope. The face of the envelope must indicate the RFP Number and the Subject line above.

A Pre-Proposal Conference will be held at the Chicago Housing Authority, 60 E. Van Buren, 13th Floor, Room 1330, on **Tuesday, January 18, 2011 at 3:00 p.m. local time.** This Conference allows all interested parties to raise any questions they may have regarding this RFP. Non-attendance on the part of the Respondent shall not relieve the Respondent of any responsibility for adherence to any of the provisions of the RFP or any Addendum thereto.

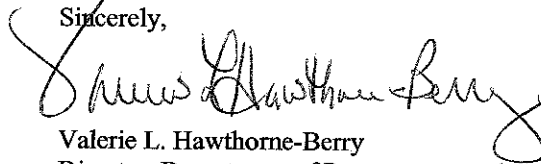
Any questions regarding this RFP should be submitted in writing and faxed to Venita Hawkins Barnes, Procurement and Contracts Department at (312) 913-5859 or e-mailed to vbarnes@thecha.org no later than **Wednesday, January 26, 2011 at 12:00 p.m. Local Time.**

The Proposals must be received and time stamped by CHA's Procurement and Contracts Department, 60 East Van Buren, 13th Floor, Chicago, Illinois 60605 no later than **Tuesday, February 15, 2011 at 12:00 p.m., Local Time,** at which time proposals will be recorded, but not publicly read. **No proposals will be accepted after that time.**

The CHA reserves the right to postpone or cancel this RFP and to reject any and all Proposals if the CHA deems it in its best interest to do so and to seek procurement by means of non-competitive procurement pursuant to 24 C.F.R. 85.36.(d)(4)(i).

We hope that you will favor us with a Proposal for this procurement action.

Sincerely,

A handwritten signature in cursive script that reads "Valerie L. Hawthorne-Berry". The signature is written in black ink and is positioned above the printed name and title.

Valerie L. Hawthorne-Berry
Director, Department of Procurement and Contracts

**NOTICE EFFECTIVE IMMEDIATELY
TO ALL RESPONDENTS TO IFB'S AND RFP'S**

THE FOLLOWING IS NOW REQUIRED:

The selected respondent will be required to provide a certificate of insurance at contract award. In addition, copies of the endorsement(s) adding the CHA to your policy as an additional insured must be furnished.

Bids/Proposals are due by the due date and time on the 13th floor at 60 E. Van Buren. Respondents must be aware that it might take a few minutes for the respondent to bring the bid from the lobby of the CHA headquarters to the 13th floor and they must take this time into consideration when submitting their packages.

Notwithstanding the CHA's accommodations, Respondents remain strictly responsible for the bids/proposals being stamped by the due date and time on the 13th floor at 60 E. Van Buren.

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Attention All Vendors:

If you are not a registered vendor with the Chicago Housing Authority (CHA), you are invited to visit our website and register as a vendor.

The procedures for a vendor to register in BuySpeed are as follows:

- Visit the CHA website at www.thecha.org
- Select the "Doing Business with the CHA" tab
- Click on "Open Solicitations"
- Select "BuySpeed" (1st page, 1st paragraph)
- Click on "BuySpeed on Line" (2nd page, 1st paragraph)
- Create a log in ID and Password. Choose eight (8) characters, and use all caps
- Select "Vendor Administrator," and complete the vendor application

After completion of the application, the system will immediately assign a vendor number that will be unique to your company. Any time your company has changes to your registration information (i.e. address, contacts, etc.) , please revisit the website and update your information.

By registering as a vendor, you will be able to view and download solicitations and stay abreast of procurement opportunities at the CHA. Once you have completed the registration process, the system will immediately assign you a vendor number that will identify you in our vendor database. This unique vendor number is one of the sources used to contact you to invite you to submit proposals to RFPs or IFBs, and also to process vendor payments. You are also encouraged to regularly update your vendor information, as it changes.

If you need assistance with registration, please contact Kina Kincheloe-Brewer, Project Coordinator, at 312-913-5866.

ANNOUNCEMENT!!!

NEW

Vendor & Contract Information Search Application

The Chicago Housing Authority is pleased to announce our new and innovative *Vendor and Contract Information Search Application*. This advanced tool allows the general public and other interested parties to search and obtain vendor and contract information associated with CHA contracts and vendors via the Internet.

The *Vendor and Contract Information Search Application* also provides interested parties the opportunity to view to **CHA's Sister Agency's vendor, contract and payment information.**

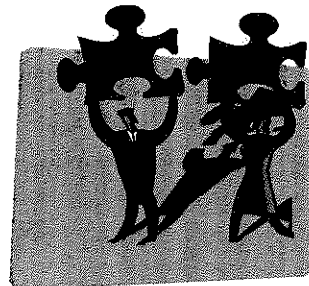
Benefits Include:

- **Immediate** online access to contract and vendor information
- **Centralized** information
- **Real Time**, interactive, up-to-the minute data search capability

To access the *Vendor and Contract Information Search Application*:

1. Go to <http://webapps.cityofchicago.org/VCSearchWeb>
2. From the Vendor, Contract and Payment Information page, choose the Chicago Housing Authority link from the left navigational bar. The system will display the Chicago Housing Authority Vendor, Contract and Payment Information page. Users will then be lead to the Search Options Page where they are given the option to select and search Vendor Information, Contract and Specification Number Information.

The *Vendor and Contract Information Search Application* contains all contracts executed from 2006 – Present for review.



CHANGE.

CHICAGO HOUSING AUTHORITY

EXCITING UPDATE

IMPLEMENTATION OF A NEW VENDOR COMPLIANCE REPORTING SYSTEM

The Chicago Housing Authority (CHA) is pleased to announce the introduction of our new MBE/WBE/DBE, Davis Bacon, and Section 3 compliance monitoring system.

The *Vendor Compliance Reporting System* replaces paper reporting processes with a streamlined online process to help facilitate compliance reporting requirements for all companies doing business with the CHA.

The system is accessible to ALL CHA prime contractors (as well as subcontractors) and each contractor is required to utilize the secure web-based system for electronic submission of information related to MBE/WBE/DBE, Davis Bacon, and Section 3 compliance.

Key Features:

- Automated communication with contractors via email regarding compliance issues
- Submission of contractors' utilization reports online with automated tracking of contract goals and participation, as well as verification of subcontractor payments through the *B2G Now* System
- Certified Payroll Reporting online through *LCPtracker* eliminates paper reporting and streamlines the process for vendors and CHA staff

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

1. **Vendor Technical Assistance and Support**
 - Technical and/or Training Questions, please send an email to cha@diveristycompliance.com
2. **Online, downloadable training aids**
 - On Line manual
 - Webinars

We are confident that the simplicity of this new program will provide a more efficient means of doing business with the CHA.

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ARTICLE I. INTRODUCTION AND GENERAL BACKGROUND

A. Introduction

The Chicago Housing Authority (“CHA”) is a municipal corporation established pursuant to the Illinois Housing Authority Act, 310 ILCS10/1, et seq., and administers federal housing programs for lower income families. The CHA receives certain funding from the United States Department of Housing and Urban Development (hereinafter, “HUD”) and is entitled to apply for funding to acquire, construct, modernize, maintain, and operate public housing. For certain activities, the CHA also receives funding pursuant to the American Recovery and Reinvestment Act of 2009. In addition, the CHA administers several programs funded and regulated by the State of Illinois and the City of Chicago. These programs are parallel to federal housing programs and include conventional, rental assistance and community development components.

The CHA is actively pursuing its Plan for Transformation, (hereinafter, “the Plan”) which drives the CHA’s business, policy and organizational initiatives for the next several years. The Plan is supported by \$1.5 billion in capital funds and is now in Year 11 of a 15 year effort. The Plan articulates the CHA’s vision to move from being an owner and manager of public housing to that of a facilitator of housing opportunities.

The Chicago Housing Authority (“CHA” or “Authority”) was organized in 1937 to provide temporary housing for people with incomes insufficient to obtain “decent, safe and sanitary” dwellings in the private market. The CHA is the second largest public housing agency in the continental United states. Today the CHA’s mission is to ensure the provision of affordable housing opportunities in a variety of communities for lower-income households. The CHA operates under a state charter as a municipal corporation with the majority of its funding provided by the U.S. Department of Housing and Urban Development.

B. General Background

As a result of receiving financial assistance from HUD, CHA is required to maintain compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended by section 915 of the Housing and community Development Act of 1992. The stated purpose of the HUD’s Section 3 policy is to “ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.”

It is CHA’s policy to achieve Section 3 goals through hiring Section 3 eligible applicants, contracting with Section 3 Business Concerns and Resident-Owned businesses, and/or providing other economic opportunities (e.g. training programs, donations toward other programs and services). When fulfilling Section 3 goals through contracting, CHA’s preference is to contract directly with a Section 3 business or contract with vendors that subcontract to a Section 3

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business. CHA encourages Section 3 Business Concerns (including Resident Owned Businesses) to apply for contracting opportunities throughout the competitive procurement process.

Through the demonstration Program, the Selected Respondent(s) shall provide the necessary education and processes needed for participants to utilize their small business to apply for contract opportunities, including partnering with other businesses.

ARTICLE II. INTENT AND PURPOSE, SCOPE OF SERVICES AND STATEMENT OF WORK

A. Intent and Purpose

CHA's Resident Services Division seeks the services of highly qualified Respondents to develop, organize and implement a Resident Owned/Section 3 Business Entrepreneurship Development demonstration program ("Program") enrolling up to 40 residents (per track) living in CHA's housing portfolio, including residents living in Scattered Site, family and mixed-income properties. After completion of the Program, participants shall have developed the skills and knowledge needed to establish a small business and perform work throughout the Chicago area. It is anticipated that up to 80 residents will participate in this program (40 participants in each track described below).

B. Scope of Services

In response to this Request for Proposals, Respondents shall outline a Work Plan for the Program that describes the training curriculum, a program implementation plan and an evaluation of the effectiveness of the program. All responses shall address the specific components related to each Track as described further below. Specific detail must be applied to curriculum development and implementation. The Selected Respondent(s) shall provide training on how to fully execute a business plan, how to network with other business owners, and provide education that further develops and improves business skills. The training curricula below serves as an example of courses that may be utilized in the proposal to address the types of contracting opportunities that may become available from time to time. Respondents shall be creative in proposing curriculum based upon their knowledge of the target population and experience providing similar services.

C. Statement of Work

CHA, through its contracted vendors and partners, will have the primary responsibility of recruiting participants for the Program. However, the Selected Respondent(s) will be responsible for marketing its services to internal and external stakeholders, including the Central Advisory Council (CAC) and CHA's contracted Service Providers (e.g. FamilyWorks). It is anticipated that once the curriculum is developed, the Selected Respondent shall participate in meetings with CHA, the Central Advisory Council, CHA's contracted Service Providers and other stakeholders. The Selected Respondent(s) shall be responsible for the development of written and visual materials to be used for instruction and marketing (e.g. flyers, brochures).

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Respondents shall have legal expertise as participants may need assistance with legally forming a business. Respondents shall propose a training site(s) that is accessible by public transportation and ADA compliant. Upon completion of the Program, the Selected Respondent shall submit an evaluation of the 2-year Program and a proposed scope of work for a comprehensive Resident Owned/Section 3 Business Entrepreneurship Development Program.

The Program shall provide two (2) tracks for residents. Track 1 shall be for residents interested in starting a business for the first time. Residents in this track will learn the tools needed to develop and execute a successful business plan.

Track 2 shall be for residents with previous or current entrepreneurship experience and/or experience in developing and managing a business. Track 2 will be an accelerated program to assist those with current or previous related experience in developing a stronger, more stable business plan to re-enter or advance in the entrepreneurial world.

I. Develop Training Curriculums

The Selected Respondent(s) shall collaborate with CHA Resident Services and Department of Procurement and Contracts staff in the development of effective training curriculums covering the topics such as those listed below. Respondents should suggest additional aspects of training provision in their response to this component of the RFP, including individual instruction and/or mentoring (e.g. mentorship program with existing similar businesses). The Selected Respondent(s) shall develop individual curriculums for Track 1 and Track 2. Consider the following:

- i. Basics – preparing to be an entrepreneur, writing a business plan and business processes
- ii. Using the internet – websites and e-commerce
- iii. Marketing – market research, branding and digital/social marketing
- iv. Financing – financial management, grants and other financing
- v. Technical aspects – certification, insurance and legal needs
- vi. Taxes
- vii. Legal and regulatory issues
- viii. Strategic planning
- ix. Debt vs. Equity
- x. Employment law
- xi. Ethics
- xii. Selecting an accountant and lawyer

II. Program Implementation

The responsibilities of the Selected Respondent(s) shall include, but are not limited to:

- a. Develop program and marketing materials for the demonstration Program;

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- b. Create and execute a comprehensive curriculums and appropriate training schedules, including defining the length and time of classes for Track 1 and Track 2;
- c. Present an overview of the program to CHA first, Central Advisory Council, Service Providers and other external stakeholders as requested;
- d. Develop screening criteria (subject to CHA approval) used to identify residents for the Program and the appropriate Track;
- e. Perform participant evaluations at the end of each course that includes the participant's capacity to successfully execute their business plan;
- f. Provide information to participants about contract and business opportunities available through CHA, the City of Chicago sister agencies (e.g. Park District, Public School, Chicago Transit Authority) and through non-governmental businesses.
- g. Assist participants in the program to apply for contracts and other business opportunities, as requested;
- h. Create and distribute certificates of completion to program completers; and
- i. Upon completion of the program, the Selected Respondent shall develop a proposed scope of work for a comprehensive Business Entrepreneurship Program.

III. Program Evaluation

The Selected Respondent(s) shall conduct an evaluation of the Program curriculums and Program, including, but not limited to, outcome and experiences of implementing the demonstration Program, and provide a written evaluation of the Resident Owned/Section 3 Business Entrepreneurship Program.

IV. Reporting Requirements

The Selected Respondent(s) shall submit separate monthly reports for each Track to CHA detailing the progress of the program including, but not limited to:

- a. training curriculum implemented;
- b. schedule of trainings performed;
- c. number of participants attended;
- d. number of participants successfully enrolled and completed (maximum of 40 per Track);
- e. participant evaluations;
- f. number of participants that established a new business; and
- g. number of participants that applied for contract opportunities.
- h. final report/evaluation addressing the outcome and general overview of the program, as administered.

ARTICLE III. SUBMITTALS

Each Respondent shall present their proposals as a firm offer, which, if accepted by the CHA in its entirety, shall be binding between the parties. Each Respondent is required to submit one (1) package of original materials, which shall include a signed Letter of Interest, and five (5) copies of the material on plain paper. The proposals must be typed on standard 8 ½ x 11, letter size

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paper with printed material on one side only. Please include the following in each proposal in the order that is listed, separated by a tab insert identifying the section title as listed below. Proposals not containing the following submittal requirements could be deemed “Non-Responsive” to this RFP.

A. Letter of Interest

A Cover Letter of Interest shall be submitted on the Respondent’s letterhead, signed by a principal and the joint venture, if applicable. The cover letter must contain a commitment to provide the services described in the Request for Proposal and indicate that the offer is good for at least one hundred twenty (120) days.

B. Qualifications/Experience

Respondent(s) to this RFP must be familiar with HUD regulations related to Section 3 Business Concerns and knowledge of resident owned businesses within the public housing framework. The Respondent shall submit evidence of the firm’s ability to perform the Scope of Work set forth in Article II, as indicated by profiles of the principals and a description of the staffs’ professional and technical competence, for those principals and staff members who will be involved in the work requested herein. The Respondent shall submit evidence of the ability to and/or experience in developing program specific training criteria, especially as it relates to small business development. Respondent shall submit the resumes of the principals detailing each individual’s education, technical training and work experience. Respondent’s Proposal shall include the following information: (1) the name of the firm, (2) a description of the primary area of expertise of the firm, (3) the names of the firm’s principal(s), (4) the address, telephone number, email address, fax number, and names of individuals to be contacted, (5) the size of the enterprise, (6) all of the firm’s registration/license numbers(s) in Illinois, if applicable (7) the length of time the firm has worked in its area of expertise generally, and in Illinois if different for a different length of time, and (8) the firm may submit a general brochure of their work.

C. Past Performance

The Respondent must provide a minimum of four (4) and a maximum of eight (8) project descriptions that best demonstrate Respondent’s ability to perform the types of work outlined in the Scope of Work (e.g. developing training curricula, effective training and mentoring strategies, implementing new programs, evaluating performance and efficacy). Project description shall include, at a minimum, the scope of work performed, location, dollar value and number of hours associated with the development of written and visual materials used for instruction/marketing services provided, and key personnel on the project. Highlighted in each of the descriptions will be a summary of challenges encountered and how they were overcome. In addition, provide client name, contact, address, phone number, email address and fax number. The project description shall describe the Respondent’s previous work related to business development and implementation, training and mentoring entrepreneurs, and the strategies used to implement programs. The Respondent shall demonstrate the capacity to perform research and analysis based upon past performance. The Respondent shall demonstrate success in previous work and how that work relates to success on this project. CHA staff may solicit from previous

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clients, other governmental agencies, or any available sources, relevant information concerning the Respondent and its Team Member(s) and committed personnel's record of past performance. Although demonstrated successful past performance for all areas of work and responsibilities will be considered.

D. Qualifications of Key Personnel

The Respondent must provide an organization chart of key personnel along with their resumes that will be assigned to the CHA's project team, that (a) provide detail concerning each primary team member working with the Respondent, as well as those working in a subcontracting capacity, (b) correlates teams members to the task they will be performing, (c) describe previous, related experiences and projects (preferably public housing and/or training or mentoring individuals through a specific program process), and (d) provides references including names, addresses, and telephone numbers of contact persons and list all current projects that each team member may be working on. The Respondent shall submit evidence of each project team member(s) ability to and/or experience in developing program specific training criteria, especially as it relates to small business development, evaluating program efficacy, ability to implement a program, and experience working with CHA residents. The list of projects must include all uncompleted work. Indicate which individual will have primary responsibility for CHA's account. If employees proposed are not in a Chicago area office (within 25 miles of the city), indicate their office location. If Respondent is planning to team with other companies, incorporate the relationship on the organization chart and provide resumes of their key personnel as well.

E. Approach/Work Plan

The Respondent's responsiveness to the Statement of Work as demonstrated in the narrative provided will be considered. The narrative must address the Respondent's ability to partner with the CHA and to deliver quality projects on a cost effective basis, time saving methods, willingness to dedicate staff, and creating efficient and effective communication systems will be evaluated. Respondent(s) must submit a clear protocol for developing and implementing an effective training curriculum, including a timeline for implementation, for both Track 1-New Businesses and Track 2-Experienced Entrepreneurs. Respondent(s) shall discuss how confidentiality will be preserved throughout the evaluation and the reporting method(s)/structure(s) that will be utilized. The narrative must address the Respondent's ability to provide mentorship or internship opportunities for participants.

F. References

Respondents must provide references from at least three (3) organizations or clients that can address the Respondents' specific capabilities as they relate to the requirements of this RFP, including company names, addresses, telephone numbers, fax numbers, email addresses and contact persons. Respondent will also list the timeframe of each project and list all uncompleted work.

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G. Cost Breakdown

Respondents must provide a cost breakdown of all fees, costs, overhead and profit for the proposed services, including any and all options, if applicable. This should be presented for each service presented under **Article II**.

H. Financial Stability

The Respondent shall demonstrate its financial responsibility by submitting audited financial statements or annual reports from the previous two (2) years, or the two (2) most recently available, federal income tax returns for the previous two (2) years, or such other information as is reasonably acceptable to the CHA. The Respondent must provide information about its lines of Credit or working capital that would be available in the event it is awarded a Contract resulting from this solicitation.

I. Liens, Suits and Judgments

The Respondent shall include a detailed description of any disputes it is currently involved in, as well as, a complete list of any lawsuits, judgments, and liens pending.

J. Insurance

The Respondent must submit a current certificate of insurance in the form required by this RFP. The selected Respondent will be required to provide a certificate of insurance, indicating the CHA as the certificate holder, at contract award. In addition, copies of the endorsement (s) **adding the CHA to your policy as an additional insured must be furnished.**

K. Debarment Statement

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

L. Joint Venture Agreement

A Joint Venture must submit a copy of its joint venture agreement or letter of intent to partner and all required submittals must be signed by the principal of each joint venture including, but not limited to, subcontractor information, **MBE/WBE/DBE and Section 3 Utilization Plans (see attached forms).**

M. Section 3 Compliance Efforts

The Respondent should be creative in developing a Section 3 Utilization Plan to include the possibility of long term employment and/or a career path that may include, e.g., employment opportunities on other projects with the firm, union sponsorship, mentor-protégé scenario, or

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internship, etc. This approach is requested in an effort to maximize the economic opportunities available to CHA's Section 3 residents, and increase the potential for a career track.

If the Respondent proposes hiring, the evaluated areas that should be addressed in the submittal document are:

- A strategic plan for the hiring of CHA residents for this project that must include job descriptions and potential duties to be performed. (Completion of Schedule C is required in addition to this plan.)
- A qualitative summary that outlines how this engagement can lead to continuous employment and a career path within your organization.

If applicable to the Respondent, please provide information that outlines any CHA Section 3 hiring plan, as well as any past low-income individual hiring efforts, within the last 12 months, that either have/have not involved a CHA project. Information should include:

- Firms' diversity action program/mission
- Past hiring of low-income individuals (within the past 12 months), and current employment status of same individuals (verification will be requested)

N. Submittal Forms

The following documents, properly executed and notarized **(if required by their respective terms)**, shall be submitted with the proposal:

- a. Fee Proposal Form (Fee forms must include a separate cost breakdown)
- b. Statement of Bidder's Qualifications
- c. Subcontractor Information Submittal
- d. Notarized Contractor's Affidavit
- e. Acknowledgement of receiving and reviewing CHA's Ethics Policy on Respondent's stationary signed by an authorized principal or equal
- f. Schedule A - MBE/WBE/DBE Utilization Plan
- g. Schedule B - Letter of Intent MBE/WBE/DBE Subcontractors, Suppliers, Consultants
- h. Schedule W - MBE/WBE/DBE Waiver Request (only if requesting a waiver)
- i. Schedule C - Section 3 Utilization Plan
- j. Section 3 Job Order Form
- k. HUD Form 5369-C Certifications and Representation of Offerors Non Construction Contract
- l. Equal Employment Opportunity Compliance Certificate

ARTICLE IV. EVALUATION CRITERIA AND SCORING

Proposals will be scored on a one hundred (100) point scale by an evaluation committee in accordance with the following evaluation criteria. Materials or explanations should be included in each Proposal to allow the following evaluation factors to be considered.

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This evaluation committee will evaluate each proposal and will determine in its sole discretion which proposals fulfill the evaluation criteria in a way that serves the overall best interest of the CHA.

Evaluation Criteria	Maximum Points
<p>Demonstrated Understanding/Quality of Work Plan</p> <ul style="list-style-type: none"> • The Respondent understands the intent of the proposal. • The Respondent's Work Plan demonstrates the ability to provide the deliverables described in the Statement of Work. • The Respondent provides a clear, detailed protocol for developing an effective training and mentoring curriculum for both Track 1 New Businesses and Track 2 Experienced Entrepreneurs. • The Respondent demonstrates an effective strategy for implementing similar programs. • The Respondent demonstrates an ability to provide mentorship or internship opportunities for participants. 	40
<p>Qualifications and Specialized Experience of Respondent</p> <ul style="list-style-type: none"> • The Respondent describes, in detail, the roles and responsibilities of key personnel. • The Respondent provides information and resumes in the proposal demonstrating that personnel have the knowledge and qualifications to complete the Statement of Work. • If applicable, the Respondent provides detailed information about any joint venture partners or subcontractors, necessary to meet the objectives of the RFP. • The Respondent has knowledge of Resident Owned Businesses within a public housing framework. • The Respondent is familiar with HUD regulations related to Resident Owned Businesses. • The Respondent has legal expertise needed to assist participants in establishing a business. 	30
<p>Past and Current Performance for Similar Scope</p> <ul style="list-style-type: none"> • The Respondent demonstrates success in previous and/or similar work. • The Respondent illustrates how previous and/or similar work will aid in their success in this project. • The Respondent displays knowledge of effective training and mentoring strategies. 	25
<p>Section 3 Utilization Plan</p> <ul style="list-style-type: none"> • The Respondent's proposal demonstrates an understanding and quality of the CHA Section 3 utilization plan. 	5
Total Maximum Points	100

Submission of CHA's MBE/WBE/DBE and Section 3 Opportunities Plan is mandatory.

The CHA reserves the right to make its decision based solely on the submitted written Proposals without any requests for formal interviews, negotiations or further discussions.

After the CHA Evaluation Committee has evaluated the Proposals submitted in response to this RFP, the CHA's Contracting Officer shall establish a competitive range. Those Respondents within the competitive range will be notified and unless otherwise indicated may be required to

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participate in presentations/negotiations and provide additional information as required by the CHA. Respondents in the competitive range will be provided an agenda detailing what the CHA expects in the presentations/negotiations in advance of their scheduled presentation/negotiations. Prior to any face-to-face interview, the CHA may require further information from a Respondent regarding its Proposal and/or request that a Respondent provide other data as required by the CHA.

While costs and fees are not assigned a specific weight, each Respondent must indicate its costs and fees, which must be reasonable and justifiable and must reflect the respondent's proposed approach that is being evaluated under Article II. Scope of Services. The CHA reserves the right to make its decision based solely on the written submitted Proposals without any request for formal interviews, negotiations or further discussions.

After presentation/negotiations, Respondents in the competitive range will be scored on a 50 point scale in accordance with the evaluation criteria set forth below:

Evaluation Criteria	Maximum Points
1. Quality of presentation demonstrating an understanding of the scope of work, including program implementation, evaluation and reporting.	15
2. Quality of presentation demonstrating knowledge of small business development.	15
3. Quality of presentation demonstrating an understanding of new training curriculum that addresses the needs of CHA residents interested in starting a small business and those looking to re-enter or advance in the business world.	10
4. Demonstrated understanding of CHA requirements and response to questions.	10
Total Maximum Points	50

The objectives of the presentations are to answer questions, clarify issues and to provide additional information regarding your proposal. Presentations will be evaluated and scored according to the above criteria by the same evaluation committee that originally scored each proposal. A maximum of 50 points shall be added to the scores to evaluate the final technical score of the respondents within the competitive range.

Following the presentations, the evaluation team will evaluate and summarize their findings for each pre-qualified vendor who participates in the presentations, and make a recommendation to the CHA Contracting Officer. The CHA will make an award to the responsible and responsive Respondent whose offer conforms to the solicitation and is most advantageous to the CHA (i.e., that which represents the best value to the CHA), cost or price and other factors considered. The combined relative merit of the technical evaluation factors listed above will be as significant as cost or price in the selection of the Selected Respondent.

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The CHA also reserves the right to reject any and all proposals and reserves the right to secure services solicited by this RFP by means of a non-competitive procurement in accordance with 24 CFR 85.36(d)(4).

ARTICLE V. SELECTED CONTRACTUAL PROVISIONS

A. Conflict of Interest

The Selected Respondent will ensure that it and persons working on its behalf, do not undertake any work for other individuals or institutions that places the Selected Respondent or the CHA in an actual or potential conflict of interest position with any other entity. The CHA's consent and waiver to the conflict must be obtained in writing. The Selected Respondent will advise CHA in writing of any situation that constitutes or appears to constitute an actual or potential conflict of interest upon learning of such a situation and will inform the CHA in writing of the corrective action available. The Selected Respondent shall also comply with the CHA's Ethics Policy.

B. Termination for Cause and Convenience

1. The CHA may terminate the contract resulting from this RFP (the "Contract") on the grounds of the Selected Respondent's violation of any terms and conditions of the Contract, violation of any law by the Selected Respondent, violation of CHA's and/or HUD's policies, procedures or guidelines, or inadequacy of the Selected Respondent's performance. Such termination will be effective immediately upon written notice to the Selected Respondent.
2. The CHA may terminate the Contract, or any portion of the Services to be performed under it at any time for convenience by a notice in writing from the CHA to the Selected Respondent if the CHA deems the Contract no longer in the best interest of the CHA.

C. Contract Award.

1. The CHA expects the term of the contract to be for a base period of two (2) years.
2. The CHA anticipates it will make (an) award(s) of a firm-fixed price contract. No award may be made to a Respondent or firm that is on the list of contractors ineligible to receive awards from the CHA or the United States, as furnished from time to time by HUD.
3. The CHA reserves the right to award one or more contracts in connection with this solicitation.

D. Availability of Funds

The CHA's obligation under the Contract is contingent upon the availability of appropriated funds from which payment 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 the Contract and until the Selected Respondent receives notice of such availability, to be confirmed in writing by the Contracting Officer.

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E. Drug Free Workplace

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

F. Patents and Copyrights

The CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for CHA or HUD other Federal Government purposes, including, but not limited to commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under the Contract, and (b) any rights of copyright or patent to which the Selected Respondent purchases ownership with funds awarded pursuant to the Contract for purposes of meeting the objectives of the Contract.

G. Rights In Data

Except as provided elsewhere in the Contract, the CHA shall have exclusive, unlimited rights in data first produced in the performance of the Contract; form, fit, and function data delivered under the Contract; data delivered under the Contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under the Contract; and all other data delivered under the Contract unless provided otherwise for limited rights data or restricted computer software.

H. Manner Of Performance

The Selected Respondent shall maintain at all times any required licenses and certifications during the performance of the Contract. Failure to have such licenses or certifications shall constitute a breach of contract.

I. Audit and Record Retention Requirements

The CHA retains an irrevocable right on behalf of itself and HUD to independently, or through a third party, review and/or audit the Selected Respondent's books, documents, papers, and records pertaining to the Contract and disallow any inappropriate billings upon written notice to the Selected Respondent. The CHA retains the right to conduct the audit for three (3) years from the date of final payment under the Contract and all other pending matters are closed. The CHA, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books documents, papers and records of the Selected

Respondent which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts and transcriptions. Selected Respondent shall retain all required records for three (3) years after CHA makes final payment and all other pending matters are closed.

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J. Insurance

The Selected Respondent agrees to provide and maintain at all times, during the term of the Contract, the types of insurance specified below in order to protect the CHA from the acts, omissions and negligence of the Selected Respondent, its officers, officials, subcontractors, joint venture, partners, agents or employees. The insurance carriers used by the Selected Respondent must be authorized to conduct business in the State of Illinois and shall have the BEST Rating of not less than an "A". The insurance provided shall cover all operations under the Contract whether performed by the Selected Respondent or by its subcontractor(s).

1. Required Insurance Coverage:

a) **Workers Compensation and Occupational Disease Insurance**

Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois along with Employer's Liability in an amount of not less than \$500,000/\$500,000/\$500,000.

b) **Commercial Liability Insurance**

Commercial Liability Insurance written on an occurrence form (**Primary and Excess Liability**)

Commercial Liability Insurance provided is to have limits of not less than One Million Dollars (\$1,000,000) per occurrence with an Aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Selected Respondent's officers, employees, agents, subcontractor, invitees and guests and their personal property. The CHA is to be endorsed as an additional insured on the Selected Respondent's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

c) **Automobile Liability Insurance**

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Selected Respondent shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The CHA is to be endorsed as an additional insured on the Selected Respondent's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

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d) Professional Liability Insurance

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of services under the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

e) Excess Liability

Excess Liability coverage, if applicable, is to follow form of the Primary Insurance requirements outlined above.

2. Related Requirements:

The Selected Respondent shall advise all insurers of the contract provisions regarding insurance. The failure of the Selected Respondent to notify insurers of the Contract provisions shall not relieve Selected Respondent from its insurance obligations under the Contract. Non-fulfillment of the insurance provisions shall constitute a breach of the Contract and the CHA retains the right to stop work until proper evidence of insurance is provided. The Selected Respondent shall furnish the Chicago Housing Authority, Department of Procurements and Contracts, 60 East Van Buren, 13th Floor, Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of the Contract. In addition, copies of the endorsement(s) *adding the CHA to your policy as an additional insured must be furnished.*

THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO SELECTED RESPONDENT COMMENCING WORK UNDER THE CONTRACT. NO SELECTED RESPONDENT OR ITS AUTHORIZED REPRESENTATIVES ARE TO ENTER ONTO THE CHA PROPERTY PRIOR TO FULL COMPLIANCE WITH THE CONTRACT AND NOTIFICATION FROM CHA TO PROCEED.

Renewal Certificates of Insurance, requested endorsements, or such similar evidence is to be received by the Department of Procurements and Contracts prior to expiration of insurance coverage. At the CHA's option, non-compliance will result in one or more of the following actions: (1) The CHA will purchase insurance on behalf of Selected Respondent and will charge back all costs to the Selected Respondent; (2) the Selected Respondent will be immediately removed from CHA property and the Contract revoked; (3) all payments due the Selected Respondent will be held until the Selected Respondent has complied with the Contract; or (4) the Selected Respondent will be assessed Five Hundred Dollars (\$500) for every day of non-compliance. The receipt of any Certificate of insurance does not constitute agreement by the CHA that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Contract. The insurance policies shall provide for thirty (30) days written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

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If 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 Selected Respondent shall maintain coverage for the duration of the Contract. Any extended reporting period premium (tail coverage) shall be paid by the Selected Respondent. The Selected Respondent shall provide to the CHA, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the Selected Respondent shall provide the CHA thirty (30) days 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 Selected Respondent shall require all subcontractors to carry the insurance required herein or the Selected Respondent 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 in Article V(J)(1) above. Evidence of such coverage must be submitted to CHA.

The Selected Respondent expressly understands and agrees that any insurance programs maintained by the CHA shall apply in excess of and will not contribute to insurance provided by the Selected Respondent under the Contract.

K. Indemnification

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

The CHA shall have the right, at its option and at the Selected Respondent's expense, to participate in the defense of any suit, without relieving the Selected Respondent of any of its obligations under this indemnity provision. The Selected Respondent expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the CHA free and harmless are separate from the Selected Respondent's responsibility

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to obtain, procure and maintain insurance pursuant to the Contract. Further, the indemnities contained herein shall survive the termination of the Contract.

L. Compliance with Laws and HUD Regulations

The Selected Respondent shall comply with all applicable local, state, federal laws and regulations in the performance of the services pursuant to this RFP including but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., (1993), as amended:

- 1) Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (*all construction contracts in excess of \$10,000*)
- 2) The Illinois Human Rights Act, 775 ILCS 5/2-101. et seq.
- 3) Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (*construction contracts in excess of \$2,000*)
- 4) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (*Construction contracts in excess of \$2000, and in excess of \$2500 for other contracts, which involve the employment of mechanics or laborers*).
- 5) All applicable standards, orders, or requirements issued under Section 306 of the Clear Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (*Contracts, subcontracts, and subgrants in excess of \$100,000*).
- 6) Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (*All contracts and subgrants for construction or repairs*).
- 7) The Americans with Disabilities Act of 1990, 42 USC §12201 et seq., Sections 501 and 504 of the Rehabilitation Act of 1973, as amended; the Architectural Barriers' implementing regulations (24 CFR 40). (*All construction contracts*)
- 8) All applicable standards, orders and/or requirements established by and/or pursuant to:
 - i) The Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act of 1976 (42 U.S.C. 6901, et seq.), and any amendments thereto;
 - ii) The Toxic Substance Control Act (15 U.S.C. 2601, et seq.), and any amendments thereto;
 - iii) Occupational Safety and Health Administration regulations, and any amendments thereto;
 - iv) The Comprehensive Environmental Response Compensation, and Liability Act (42 U.S.C. 9601, et seq.), and any amendments thereto;
 - v) The Illinois Environmental Protection Agency regulations, and any amendments thereto;
 - vi) The laws of the State of Illinois regarding Equal Employment Opportunity required by the Illinois Fair Employment Practices Commission and the Illinois Department of Labor regulations, and any amendments thereto; and

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- vii) Executive Order 11738 and the U. S. Environmental Protection Agency's implementing regulations (40 CFR Part 15), and any amendments thereto; and.
- 9) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in Compliance with the Energy Policy and Conservation Act (Pub.L.94-163, 89 stat.871)

M. Disputes

In the event of a dispute between the CHA and the Selected Respondent involving the Contract, both parties will attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, either party shall, unless otherwise set forth herein, submit the dispute in writing to CHA's Director of Procurements and Contracts (the "Director"), who shall, with reasonable promptness, render a decision concerning the dispute submitted. The decision of the Director shall be final and binding.

N. Assignments and Subcontracts

The Selected Respondent shall not assign the Contract or subcontract any part thereof to any person, firm, corporation without prior written approval of the CHA. All subcontractors utilized by the Selected Respondent, if not identified as part of the Respondent's proposal or offer submission, must receive approval in writing by the CHA's Contracting Officer, prior to utilization of any subcontractors on the Contract. All subcontracts awarded by the Selected Respondent as a result of the award of a contract to the Selected Respondent, shall contain all of the clauses contained in the Contract as flow down clauses to all subcontractors in any tier.

O. Deliverables

In performing the Services, the Selected Respondent shall prepare and/or provide certain deliverables that are defined as consisting of the work product from performing the Services that include, but are not limited to, work materials, devices, documents, data, studies, reports, findings or information in any form prepared or assembled either in hard copy or on diskette (hereinafter, collectively "Deliverables"). The CHA reserves the right to reject Deliverables which in the reasonable judgment of the CHA do not adequately represent the intended level of completion or standard of performance, do not include relevant information or data, or do not include all documents specified in the Contract, or reasonably necessary for the purposes for which the CHA makes the Contract with the Selected Respondent, or for which the CHA intends to use the Deliverables. The CHA will notify the Selected Respondent in writing about any problem(s) the CHA may identify involving a Deliverable.

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

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P. Online Contract Compliance System

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

Accordingly, the Contractor expressly agrees that it, and its subcontractors, shall provide the required compliance data to the CHA via its electronic system available at <https://cha.diversitycompliance.com/>. The Contractor acknowledges that it and its subcontractors are responsible for responding by any noted response dates or due dates to any instructions or requests for information, and 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.

ARTICLE VI. GENERAL INSTRUCTIONS

A. Acceptance of Proposals

Proposals for this RFP must be signed, sealed and received in completed form at the CHA's Department of Procurement and Contracts located at 60 East Van Buren, 13th Floor, Chicago, IL 60605, no later than the proposal submission date and time. Unsealed proposals will not be accepted. **Proposals submitted after the designated date and time will not be accepted for any reason and will be returned, unopened, to the originator.**

The CHA reserves the right to accept or reject any or all proposals, issue addenda, or to waive any formalities. Any Respondent may be excluded from further consideration for failure to fully comply with the requirements of this RFP.

B. Time for Receiving Proposals

Proposals received prior to the due date and time will be kept unopened in a secure place. No proposal received thereafter will be considered. Proposals will not be publicly read or opened and once submitted will become the property of the CHA.

C. Withdrawals of Proposals

Proposals may be withdrawn by written or faxed request that is dispatched by Respondent in time for delivery in the normal course of business prior to the time fixed for receipt. Faxed withdrawals must be accompanied by a signed confirmation of the faxed withdrawal, placed in the mail and postmarked by the Respondent, prior to the time set for opening of proposals. The

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Respondent's negligence in preparing a proposal creates no right of withdrawal or modification after the date and time set for opening of the proposals.

D. Award of Contract

The CHA may award one or more Contracts according to the Evaluation Criteria contained in this RFP, provided the Proposal is in the best interest of the CHA. The Respondents to whom awards are made will be notified at the earliest practical date. Each award may be subject to HUD approval. No award may be made to a contractor or firm who is on the list of Contractors ineligible to receive awards from the CHA or the United States, as furnished by HUD.

The CHA reserves the right to reject all proposals and to award a contract based on a non-competitive procurement pursuant to 24 CFR 86.36(d) (4) or to re-solicit competitive proposals.

E. Preparatory Costs

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

F. Confidential Material

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

G. Subcontracting

All subcontractors to be used by the Selected Respondent in its proposed work for the CHA must be identified within the Proposal. If the proposed services include the use of subcontractors, the CHA will hold the Selected Respondent responsible for the services provided by the subcontractors. All subcontracts awarded by the Selected Respondent shall contain all of the clauses contained in this RFP, and the Contract as flow down clauses to all subcontractors in any tier. No Respondent shall incorporate the entire agreement between the CHA and the Respondent in its agreement with subcontractors. All subcontractors utilized by the Selected Respondent, if not identified at the time of Proposal submission, must receive approval in writing by the CHA's Contracting Officer, prior to utilization of any subcontractors under the awarded work.

ARTICLE VII. MBE/WBE AND SECTION 3 PARTICIPATION

A. MBE/WBE/DBE PARTICIPATION

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It is the policy of the CHA that Minority, Women and Disadvantaged Business Enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds and that Respondents and their subcontractors or suppliers shall take all necessary and reasonable steps to ensure that MBE/WBE/DBEs shall have the maximum opportunity to compete for and perform contracts financed in whole or in part by federal funds. To the greatest extent feasible, the Selected Respondent(s) shall comply with CHA's MBE/WBE/DBE Policy under the Contract.

CHA encourages joint ventures between minority and non-minority firms. A Respondent's MBE/WBE/DBE Utilization Plan must be submitted as an attachment to, and made a part of its Proposal. See the Attachments for reporting requirements and a copy of the Policy.

- a) **One (1) current letter of certification** from CHA-approved certifying agencies must be submitted with the bid for each subcontractor for the price proposed to count towards the Chicago Housing Authority's M/W/DBE Program. The certifying agencies are as follows:
- i. City of Chicago
 - ii. Cook County
 - iii. Pace
 - iv. Metra
 - v. Chicago Transit Authority
 - vi. State of Illinois Central Management Services (CMS)
 - vii. Small Business Administration
 - viii. Chicago Minority Business Development Council (CMBDC)
 - ix. Metropolitan Water Reclamation District of Greater Chicago
 - x. Women's Business development Center (WBDC)
 - xi. Illinois Department of Transportation (IDOT)
- b) Certification Letters from other States may be considered for M/W/DBE certification, as long as the certifying agency has similar program requirements to those agencies listed above.

B. SECTION 3 REQUIREMENTS

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, is to "ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons." Pursuant to this regulation, each Respondent shall comply with the CHA Section 3 Policy requirements. A Respondent's Section 3 Utilization Plan must be submitted as an attachment to, and made a part of its Proposal. See the Attachments for reporting requirements and a copy of the CHA Section 3 Policy (see <http://www.thecha.org/workwithcha/section3.html>).

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ARTICLE VIII. BRIBERY, PRICE FIXING, OR FRAUD

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

- A. has been convicted of an act committed of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in that officer's or employee's official capacity; or
- B. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act (15 U.S.C. §1 et seq.) or under the laws of the State of Illinois; or
- C. has been convicted of an act of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act (15 U.S.C. §1 et seq.) or under the laws of the State of Illinois; or
- D. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district; or
- E. has made an admission of guilt of such conduct as set forth in subparagraphs A through D above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- F. has entered into a plea of nolo contendere to charges of such conduct, as is set forth in subparagraphs A through D above.

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

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

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

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

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ARTICLE IX. ADDENDA TO THIS REQUEST FOR PROPOSAL

If the CHA determines this RFP should be modified before the date set for receipt of proposals, it will inform all prospective Respondents by distributing addendum/addenda to this RFP.

ARTICLE X. FEE PROPOSAL FORM

Respondents must submit a completed Fee Proposal Form in the form attached to this RFP. Although the combined relative merit of a Respondent's proposal is important in the evaluation criteria of a Respondent, the CHA will evaluate whether the proposed fees are fair and reasonable. Fees must reflect the approach that is being evaluated under the proposed Scope of Services and must include any cost(s) not covered on the Fee Proposal Form but is a part of the total price submittal.

ARTICLE XI. QUESTIONS

A Pre-Proposal Conference will be held at the Chicago Housing Authority, 60 E. Van Buren, 13th Floor, Bid Bond Room, on **January 18, 2011 at 3:00 p.m. local time.**

Respondents may communicate only with the CHA's Department of Procurement and Contracts regarding this RFP and the proposals to be submitted under it. All questions or request for clarification must be made in writing and sent by facsimile to Venita Hawkins Barnes, Procurement and Contracts Department at 312-913-5859 or e-mailed to **ybarnes@thecha.org** **no later than January 26, 2011 at 12:00 p.m. local time.** These questions will be answered individually, if a clarification, or in the form of an Addendum, if the Authority determines that a revision to the Scope of Services is warranted.

Any questions received with regards to this RFP after **January 26, 2011 at 12:00 p.m.** local time will likely be unanswered. The CHA reserves the right, at its sole discretion, to respond to such questions.

ARTICLE XII. ATTACHMENTS

- I. Fee Proposal Form
- II. Statement of Bidder's Qualifications
- III. Subcontractor Information Submittal
- IV. Contractor's Affidavit
- V. Contract Compliance Reporting Requirements
- VI. Amendment to Special Conditions MBE/WBE Utilization Plan
- VII. Schedule A - MBE/WBE/DBE Utilization Plan
- VIII. Schedule B - Letter of Intent MBE/WBE/DBE Subcontractors, Suppliers, Consultants
- IX. Schedule W - MBE/WBE/DBE Waiver Request
- X. Section 3 Clause
- XI. CHA Section 3 Policy

REQUEST FOR PROPOSAL (RFP) NO. 10-00648
SECTION 3/RESIDENT OWNED BUSINESS PROGRAM

- XII. Schedule C - Section 3 Utilization Plan
- XIII. Section 3 Job Order Form
- XIV. Vendor Check Submittal Form
- XV. CHA Ethics Policy
- XVI. HUD 5369-B Instructions to Offerors Non-Construction
- XVII. HUD 5369-C Certifications and Representation of Offerors Non-Construction Contract
- XVIII. HUD 5370-C General Contract Conditions Non-Construction
- XIX. Equal Employment Opportunity Compliance Certificate

**REQUEST FOR PROPOSAL (RFP) NO. 10-00648
SECTION 3/RESIDENT OWNED BUSINESS PROGRAM**

Fee Proposal Form

**2 YEAR BASE PERIOD
(40 Participants per Track, total of 80 participants)**

Task/Deliverable		Hourly Rate*	Track 1 New Business # of Hours	Track 2 Experienced Entrepreneurs # of Hours	Cost per Participant	Subtotal
Develop Training Curriculum	Develop training curriculum. Provide the number of hours associated with activities related to this task.				n/a	
Program Implementation Track 1: New Businesses	Cost per participant for Track 1: New Businesses, inclusive of materials, trainers, evaluation, mentorships etc.	n/a	n/a	40 participants		
Program Implementation Track 2: Experienced Entrepreneurs	Cost per participant for Track 2: Experienced Entrepreneurs, inclusive of materials, trainers, evaluation, mentorships etc.	n/a	40 participants	n/a		
Program Evaluation	Preparation and submission of the final program evaluation. Provide the number of hours.				n/a	
Program Implementation Plan	Following completion of the program, cost to prepare and submit an evaluation and scope of work for future program.				n/a	
Reimbursable Expenses	<i>See attached form.</i>	n/a	n/a	n/a	n/a	

Total Cost for all Services** \$ _____

*If more than one consultant is to work on a specific task or deliverable, estimated hours and hourly rates should be itemized per consultant.

**REQUEST FOR PROPOSAL (RFP) NO. 10-00648
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Hourly rate should be inclusive of all proposed operational costs, administrative costs, overhead and profit.

Authorized Signature

Name of Company

Printed Name and Title

Date

NOTE: RESPONDENTS SHALL COMPLETE ALL BLANKS AND SIGN THE FEE PROPOSAL FORM OR THE PROPOSAL WILL BE DEEMED NON-RESPONSIVE.

**REQUEST FOR PROPOSAL (RFP) NO. 10-00648
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If applicable, list all reimbursable expenses not included in the hourly rates or participant fee in page 1 (e.g. materials, postage, printing). An example is provided in the first line.

Associated Task or Deliverable	Item and Explanation	Expense
Example: Develop Marketing Materials	Printing expenses for informational brochures	\$150.00
TOTAL REIMBURSABLE EXPENSES: (transfer this total to the last line on the fee proposal form)		\$

STATEMENT OF BIDDER'S QUALIFICATIONS

**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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SUBCONTRACTOR INFORMATION SUBMITTAL

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

SUBCONTRACTOR INFORMATION SUBMITTAL

It is expressly agreed by the undersigned Contractor and The Chicago Housing Authority that if portions of the scope of work for this Invitation for Bid or Request for Proposals or Purchase Order are subcontracted, awards of such subcontracts will be made to the subcontractors listed below. Further, any changes to the subcontractors listed below must be submitted in writing to the Director of the Department of Procurement and Contracts for approval. The Chicago Housing Authority reserves the right, at its own discretion, to approve or reject any subcontractor named below or as frequently added. Use additional blank sheets and append it to this form, if necessary, to complete your subcontractor listing. If you are not subcontracting, check the indicated box below.

IFB/RFP/P.O. TITLE		IFB/RFP/P.O. NO.	PAGE
			OF
My (our) firm(s) WILL NOT SUBCONTRACT any portion of the scope of work for this IFB, RFP or P.O.			
SUBCONTRACTOR NAME AND ADDRESS		SCOPE OF WORK	
CONTRACTOR'S NAME		TITLE	
APPROVED BY CONTRACT COMPLIANCE		RECEIVED BY OCAM	
NAME	TITLE	NAME	TITLE
			DATE

If a joint venture, a principle from EACH joint venture business must sign below.

BY (SIGNATURE OF PRINCIPLE)

CONTRACTOR'S AFFIDAVIT

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

All bidders/proposers/contractors shall provide the following information with their bid/proposal/contract. Complete all blanks by entering the requested information or if the question is not applicable, answer with "NA". If the answer is none, please answer "none".

Bidder/Proposer is a: Corporation Sole Proprietor
(Check One) Partnership Not-for-Profit Corporation
 Joint Venture Other

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Average Annual Sales – Last 3 years: _____

Current Net Worth: _____ Date Business Started _____

SECTION 1. FOR PROFIT CORPORATIONS

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

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

- d. If the corporation has fewer than 100 shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

NAME (PRINT/Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- e. Is the corporation owned partially or completely by one or more other Corporations?
YES [] NO []
- f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10%

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

CONTRACTOR'S AFFIDAVIT

of the proportionate ownership of the corporation and indicate the percentage interest of each.

NAME (PRINT/Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

NOTE: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with its bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

SECTION 2. PARTNERSHIP

If the bidder/proposer is a partnership, indicate the name of each partner (or attach list) and the percentage of interest of each therein.

NAME OF PARTNERS (Print/Type)	PERCENTAGE INTEREST
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIPS

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

CHICAGO HOUSING AUTHORITY
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CONTRACTOR'S AFFIDAVIT

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

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

SECTION 4. NOT-FOR-PROFIT CORPORATIONS

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

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

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

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR'S ANTI-COLLUSIVE AFFIDAVIT

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

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

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

B. SUBCONTRACTOR'S ANTI-COLLUSION AFFIDAVIT

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

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

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

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

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

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3. For purposes of Section II (A) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted (See, 720 ILCS 5/33E-3).

4. For purpose of Section II (A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contract (See, 720 ILCS 5/33E-4).

III. STATE TAX DELINQUENCIES

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

1. _____ Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting such delinquency in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

 2. _____ Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

 3. _____ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above 1.
1. 65 ILCS 5/11 -42.1 - 1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax

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administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the CHA may enter into the contract if the CHA's Operating Officer determines that:

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

IV. PUNISHMENT

A Contractor or subcontractor who makes a false statement, material to Section II (A) and (B) of this certification commits a 3 class felony. 720 ILCS 5/33e-11(B). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the Contract or 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 and its principals:
1. 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;
 2. 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
 3. 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
 4. 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.

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- 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;
 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.

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- 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, loa or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 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.

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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.
- B. 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.
- C. 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

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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).

- D. 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 _____

- 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 _____

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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

To the extent that the contract to be awarded to the Contractor involves construction and/or is a labor related contract and the contract amount exceeds \$100,000.00 (Section 3 contract pursuant to 24 CFR §135.1 et seq.), the Contractor hereby certifies that said Contractor will comply with all Section 3 regulations and any applicable CHA Board Resolution(s).

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.

XIII. ETHICS POLICY

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

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CONTRACTOR'S AFFIDAVIT

XIV. VERIFICATION

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 _____

CONTRACT COMPLIANCE REPORTING REQUIREMENTS

CONTRACT COMPLIANCE REPORTING REQUIREMENTS

MBE/WBE/DBE

In accordance with the Chicago Housing Authority's MBE/WBE/DBE policy, firms have the maximum opportunity to participate in the performance of contracts let by the CHA.

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

The CHA will now offer contractors a completely free and easy to use internet based service for compliance reporting. The burden associated with paper based reporting processes and record keeping is replaced by a fully automated and secure online reporting processes.

CONTRACTING COMPLIANCE & REPORTING

For Prime Contractor

1. Prime contractors receive monthly reporting notices by email. Simply click the link provided to log in, and enter payments made to the list of subcontractors displayed.
2. The prime contractor enters payments made to the list of displayed subcontractors.

For Subcontractors

1. Once the prime contractor reports their payments, an email notice is sent to each subcontractor.
2. The subcontractor clicks the link provided to log in, and then confirms the payment reported by the prime has been received.

Additional Contractor Benefits

- Immediate visibility to contract goal achievement at the overall contract level
- Immediate visibility to goal achievement for each subcontractor
- Visibility to subcontractors that may not be reporting in a timely basis
- Extensive certified subcontractor search including searching by business capability, geographic area, and certification type among others

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CHICAGO HOUSING AUTHORITY

CONTRACT COMPLIANCE REPORTING REQUIREMENTS

- Integrated messaging to support communication with your contract compliance officer
- Online subcontractor addition/substitution request process

Getting Started with Subcontractor Utilization Reporting

- An email with instructions will be sent to contractors when online reporting starts.
- To log in to B2GNow: <https://cha.diversitycompliance.com/>.
- On-line training is provided at no cost.
- Before then you can determine if an account for subcontractor utilization reporting has been set up for your company through the Account Lookup option on our web site at:

<https://cha.diversitycompliance.com/UserSearch.asp>

Section 3

The CHA's Section 3 policy ensures that federal financial assistance for housing and community development programs are used to generate employment and economic opportunities for low and very low income persons, with a particular emphasis on the employment & training of CHA residents.

- If **Tier I (hiring)** is the method used to fulfill the requirement, 30% of all new hires must be Section 3 residents.

Section 3 hiring is facilitated through CHA's Resident Services Department that maintains a database of residents in various job categories. Please contact Darnice Birts at (312) 913-7708 to schedule candidate interviews. Once the Section 3 hires have been identified, a Schedule D - Section 3 Hiring Plan must be completed and submitted to Contract Compliance prior to the start of work.

- The Prime Contractor is required to include the individuals on their weekly certified payroll. Additionally, the Schedule E Hiring Report must be included with each certified payroll report that details the Section 3 employee's full name, address, social security number, hours worked, rate of pay and gross wages
- If **Tier 3 (5% contribution to fund for Construction and 1.5% for Professional Service)** is the method used to fulfill the Section 3 requirement, the Section 3 Contribution Report must be notarized and submitted to report payments.

Davis-Bacon & Related Acts

CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The Davis-Bacon & Related Acts apply to construction contracts over \$2,000 and ensure that employees working within specific trade classifications are earning at least the minimum required prevailing wage in accordance with the applicable USDOL Wage Decision.

CERTIFIED PAYROLL SUBMITTAL & REPORTING

Payroll data may be entered directly into LCPtracker or uploaded from major construction accounting and payroll programs. The service eliminates the need for contractors to submit paper prevailing wage documents and forms while providing an online database of all certified payroll reports. The service also generates audits, logs and correspondence.

All contract-specific wage rates and worker classifications are online, within the system, and contractors select classifications from a menu. Worker information is entered once and then remains accessible in the system.

Immediate benefits for Contractors

- LCPtracker confirms rates and classifications prior to allowing contractors to submit payroll or payroll-related documents to the CHA.
- All reports are available instantly to contractors in electronic formats.
- No need to mail in paperwork. Payrolls must be submitted electronically. There is an audit trail of all submitted records and all correspondence between CHA and the contractors.

Getting Started with Certified Payroll Reporting

- An email with instructions for logging in and reporting will be sent to contractors once they're assigned to a contract.
- On-line training is provided at no cost. Contractors may access training videos and reference documentation after receiving their login ID and password.
- To log in to LCPtracker: <https://lcptracker.net/>.

The following information must be included on or with the weekly certified payroll reports:

- Contractor or subcontractor's name, address, project location, CHA contract number, week ending date and sequential payroll number (For weeks where no work is performed, the certified payroll must indicate "No Work Performed" and follow the sequential order.)
- Each employee's full name, address, social security number, wage rate and trade classification.

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CONTRACT COMPLIANCE REPORTING REQUIREMENTS

- A USDOL approved apprenticeship program certification must be electronically submitted for any employee listed as an apprentices performing on the certified payroll report.
- The hourly rate and total number of hours worked per day for regular, over-time and double-time pay for each employee.
- Show the gross wages, deductions and net wages earned
- Identify how fringe benefits are paid.
- Certified payrolls must include an **electronic** signature by an authorized representative of the firm. (A payroll authorization from must be completed for persons that are not officers of the firm.)

COMPLIANCE FORMS

Document Name	To be Completed By	Submission Schedule
Schedule A MBE/WBE/DBE UTILIZATION PLAN	Prime Contractor	Submitted with bid/ proposal documents and upon request to change plan that has been previously approved.
Schedule B* LETTER OF INTENT	Each MBE/WBE/DBE listed on the Schedule A	Submitted with bid/ proposal documents and upon request to add an M/W/DBE to the utilization plan.
Letter of Certification (current)	Each MBE/WBE/DBE listed on the Schedule A	Submitted with bid/ proposal documents and upon request to add an M/W/DBE to the utilization plan
Schedule C SECTION 3 UTILIZATION PLAN	Prime Contractor	Submitted with bid/ proposal documents
Schedule D* SECTION 3 HIRING PLAN	Prime Contractor	Submitted after contract award and prior to start of work
Schedule E* WH-347 PAYROLL ADDENDUM	Prime Contractor and all subcontractors utilizing Section 3 hires	Weekly with the certified payroll reports
Waivers of lien	Each M/W/DBE listed on the utilization plan	Submitted once executed to demonstrate payment has been received.

*blank form included in pre-construction packet

**AMENDMENT TO SPECIAL
CONDITIONS
MBE/WBE UTILIZATION PLAN**

AMENDMENT TO SPECIAL CONDITIONS
MBE/WBE UTILIZATION PLAN

ARTICLE I: POLICY AND TERMS

- A. It is the policy of the Chicago Housing Authority (CHA) that Minority, and Women Business Enterprises (MBE/WBE) as defined in regulations developed by the Secretary of the Department of Housing and Urban Development (HUD) and promulgated in 24 CFR Part 85, HUD Handbook 7460.8 and 7485.1 REV-2 Section 6(a) and Notice PIH 88-11 (PHA) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds and that bidders, proposers or contractors and their subcontractors or suppliers shall take all necessary and reasonable steps to ensure that MBE/WBEs shall have the maximum opportunity to compete for and perform contracts financed in whole or in part by federal funds.

This policy shall be implemented through the CHA's MBE/WBE Utilization Plan and called the MBE/WBE Participation Proposal. This Amendment to Special Conditions shall be incorporated by reference in its entirety and made a part of each and every Invitation For Bid (IFB), Request for Proposal (RFP), contract or similar procurement document issued or entered into by the CHA.

- B. Pursuant to the MBE/WBE participation requirements as set forth above, the CHA has Made findings and declarations in 93-CHA-136 and 93-CHA-137 as its basis for determinations with respect to its MBE/WBE Utilization Plan and its MBE/WBE commitment goals and MBE/WBE Participation Proposal.

Accordingly, a bidder/proposer or contractor agrees to expend not less than the following Percentages of the total contract price inclusive of all modifications and amendments, if awarded, for contract participation by MBE/WBEs.

1. Construction:		
Less than	- \$ 200,000	25%
\$200,001	- \$ 500,000	30%
\$500,001	- \$1,000,000	35%
Greater than	- \$1,000,000	40%
2. Materials, Supplies & Services		20%

- C. The bidder/proposer's compliance with the CHA's MBE/WBE commitment goals will be evaluated on the basis of a percentage of the total base bid. As indicated in Article 1 Section B, the MBE/WBE participation goals shall apply to the total dollar value of the contract, inclusive of all amendments, modifications and change orders. The bidder/proposer agrees to comply with the MBE/WBE commitment goal in any contract modification work.

- D. This commitment may be met through direct and/or indirect participation of MBE/WBEs as private managers, developers, subcontractors, suppliers and/or consultants in the performance of CHA contracts.
- E. Direct participation refers to the utilization of MBE/WBEs in the performance of this contract as follows:
1. The bidder/proposer's status as an MBE/WBE; or
 2. A joint venture with one or more MBE/WBEs on the contract(s); or
 3. Subcontracting a portion of the work performed on the contract(s) to one or more MBE/WBEs; or
 4. The purchase of supplies or materials used in the performance of the contract(s) from one or more MBE/WBEs; or
 5. Any combination of the above.
- F. Indirect participation refers to the utilization of MBE/WBEs as subcontractors, suppliers or consultants in the normal course of the bidder/proposer's business. This includes public and/or private sector contracts, purchase orders, invoices, etc.
- G. The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider the utilization of MBE/WBEs as joint venture partners, private managers, developers, prime contractors, subcontractors and/or suppliers of goods and services directly related to the performance of this contract. In all cases, the CHA requires that the bidder/proposer demonstrate the specific efforts undertaken to utilize MBE/WBEs directly in the performance of the contract.
- H. After exhausting reasonable good faith efforts and with prior CHA approval, the bidder/proposer may also meet all or part of the CHA's MBE/WBE commitment goals by contracting with MBE/WBEs for the provision of goods and services not directly related to the performance of the contract.
- I. Counting MBE/WBE Participation: Guidelines

Proposed MBE/WBEs must perform a commercially useful function in order to be considered eligible for participation in the CHA's MBE/WBE program. A company is considered to perform a commercially useful function responsible for actually performing, managing, and supervising the work involved. To determine whether an MBE/WBE is performing a commercially useful function, the CHA will review and evaluate the specific duties that will be performed by the MBE/WBE. Each MBE/WBE will be expected to perform all of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

1. The CHA reserves the right to deny or limit MBE/WBE credit to the bidder/proposer where any MBE/WBE is found to be engaged in substantial subcontracting or pass-through activities with others.

2. Credit for the participation of MBE/WBE as joint ventures shall be based upon a detailed analysis of the duties, responsibilities and risks undertaken by the MBE/WBE specified by the joint venture's executed agreement. The CHA reserves the right to deny or limit MBE/WBE credit to the bidder/proposer where any MBE/WBE joint venture partner is found to have duties, responsibilities, and risks of loss and management control over the joint venture that is not commensurate with or in proportion to its joint venture ownership.
3. MBE/WBE participation shall be counted toward the MBE/WBE goal set in the contract as follows:
 - i. Once an MBE/WBE is determined to be eligible in accordance with these rules, the total dollar value of the contract awarded to the MBE/WBE may be counted toward the MBE/WBE goal, except as indicated below.
 - ii. A bidder/proposer may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of the Amendment to Special Conditions equal to the percentage of the ownership and control of the MBE/WBE venture.
 - iii. Bidder/proposer may count toward its MBE/WBE goal only expenditures to the MBE/WBEs that perform a commercially useful function in the performance of a contract. An MBE/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the contract work and actually performing, managing, and supervising the work involved.
 - iv. Consistent with normal industry practices, an MBE/WBE may enter into subcontracts. If an MBE/WBE bidder/proposer subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the MBE/WBE shall be presumed not to be performing a commercially useful function. Evidence may be presented by the contractors involved to rebut this presumption.
 - v. A bidder/proposer may count toward its MBE/WBE goal, one hundred percent of its expenditures for materials and supplies required under the contract and obtained **from** an MBE/WBE regular dealer and one hundred percent of such expenditures to an MBE/WBE manufacturer.
 - vi. A bidder/proposer may count toward its MBE/WBE goal the following expenditures to MBE/WBEs that are not manufacturers or regular dealers.
 - a. The fees or commissions charged for providing bona fide services; such as, professional, technical, bidder/proposer or managerial, and assistance in the procurement of essential

- personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fees or commissions are determined by the CHA to be reasonable and not excessive as compared with fees or commissions customarily allowed for similar services and assistance.
- b. The fees or commissions charged for delivery of materials and supplies required on a job site (but not the cost of materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that such fees are determined by the CHA to be reasonable and not excessive as compared with fees or commissions customarily allowed for similar services.
 - c. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fees or commissions are determined by the CHA to be reasonable and not excessive as compared with fees or commissions customarily allowed for similar services.
- J. Bidder/Proposers may also achieve compliance by petition for grant of relief or waiver from the CHA's MBE/WBE commitment goals on the bidder/proposer's letterhead, accompanied by documentation demonstrating that all reasonable "good faith" efforts were made toward fulfilling the goal (see Article IV).
- K. Failure of a bidder/proposer to carry out the commitments and policies with respect to MBE/WBEs shall constitute a material breach of contract and may result in the suspension or termination of a contract, the disqualification of the bidder/proposer for a future award of CHA contracts, the assessment of liquidated damages or such remedy as CHA deems appropriate (see Article IX).
- L. Compliance with the CHA's MBE/WBE participation commitment goals will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as specified elsewhere in this contract and as they relate to prime contractor and subcontractor obligations.

ARTICLE II: DEFINITIONS

- A. Area of Specialization – description of the MBE/WBEs business which has been determined to be most reflective of the MBE/WBEs claimed specialty or expertise. Each Letter of Certification contains a description of the MBE/WBEs area of specialty. The CHA reserves the right to investigate and determine active MBE/WBE participation specifically identified for this contract prior to award.

- B. Contractor – the individual or business entity selected by the CHA to (1) enter into contract negotiations with the CHA or (2) to receive an award of contract pursuant to an Invitation for Bid or Request for Proposal. Wherever the term Contractor appears, it shall also be construed to pertain to Architects, Engineers, Consultants or other professional service providers as applicable.
- C. Joint Venture – (1) an association of two or more businesses acting as a contractor or as a subcontractor in carrying out all or a definite portion of a contract in which each combine its property, capital efforts, skills, and knowledge, or (2) an enterprise formed after the date of the first publication of the CHA’s Invitations for Bids or Requests for Proposals to perform work on a contract, which, if the enterprise were continuing, would qualify as an MBE/WBE.
- D. Joint Venture Agreement – a fully executed and notarized copy of the joint venture Agreement submitted with the bid by a joint venture. In order to demonstrate the MBE/WBE partner’s share in the ownership, control, management responsibilities, risks in The profits of the joint venture, the proposed Joint Venture Agreement must contain specific details related to:
- Contributions of capital and equipment;
 - Work responsibilities or other performance to be undertaken by the MBE/WBE company;
 - Commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The Joint Venture Agreement must also clearly define each partner’s authority to contractually obligate the joint venture and each partner’s authority to expend joint venture funds (e.g. check signing authority).
- E. Manufacturer – a company that operates or maintains a factory of establishment that produces, on premises, the materials or supplies obtained by a contractor.
- F. Minority or Minority Group – may include, but is not limited to, the following racial or Ethnic groups:
- Black American; or
 - Hispanic American; or
 - Asian Pacific American (persons with origins from Japan, China, Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Northern Mariana Islands, Laos, Cambodia, Taiwan); or
 - Native American (American Indian, Eskimos, Aleut or Native Hawaiians); or
 - Subcontinent Asian Americans; or
 - Hasidic Jewish Americans.

- G. Minority Business Enterprise (MBE)— an independent business which performs a commercially useful function and which is 51% or more owned, controlled and operated on a day-to-day basis by one or more minority persons.
- H. "Participation Proposal" means an affidavit attesting to the MBE/WBE subcontractors that will be utilized on a given contract, stating the name, address, telephone number of MBE/WBE subcontractor/supplier, dollar amount and percentage of participation and the scope of work to be performed.
- I. "Regular Dealer – a company that owns or maintains a store, warehouse or other establishment in which materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be considered a regular dealer, the company must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- I. Women Business Enterprise (WBE) – an independent business which performs a commercially useful function and which is 51% or more owned, controlled and operated on a day-to-day basis by one or more women.
- J. Utilization Plan – an affidavit attesting to the MBE/WBE subcontractors that will be utilized on a given contract, stating the names, addresses and telephone numbers of the MBE/WBE subcontractors/suppliers, dollar amount, percentage of participation and the scope of work to be performed.

ARTICLE III: MBE/WBE UTILIZATION PLAN: GUIDELINES GOVERNING SUBMISSION, EVALUATION AND APPROVAL

A. Submission of the MBE/WBE Participation Proposal

The following schedules and described documents constitute the bidder/proposer's MBE/WBE Utilization Plan and must be submitted as part of the overall proposal/bid on or before the time set for that proposal or bid opening. The MBE/WBE Participation Proposal will be reviewed for completeness; all spaces on the schedules must be filled out or indicated as not applicable. Failure to submit the following described documents in accordance with the guidelines state may be cause for the rejection of the overall proposal/bid in its entirety.

2. MBE/WBE PROPOSERS – MBE/WBE REQUIREMENTS

- (i) Letter(s) of Certification – A copy of the MBE/WBE's current Letter(s) of Certification from the City of Chicago, PACE, METRA, Cook County, the State of Illinois Central Management Services, the Chicago Transit Authority (CTA), the Minority Business Development Council, or the Small Business Administration (SBA).

NOTICE: The Chicago Housing Authority does not make any Representations concerning the ability of any MBE/WBEs to perform work within their area of specialty. It is the responsibility of all bidder/proposers to determine the capability and capacity of the MBE/WBEs to satisfactorily perform the work performed.

If the required documents are not provided, the MBE/WBE may be considered a NON-MBE/WBE and may be required to comply with the CHA's MBE/WBE Utilization Plan requirements for NON-MBE/WBES.

All Letter of Certification must include a statement of the MBE/WBE's area of specialization. The MBE/WBE's scope of work must conform to the area of specialization stated in the proposal/bid.

Any MBE/WBE with a principal place of business located outside of Chicago Standard Metropolitan Statistical Area (SMSA) and/or the State of Illinois may participate in contracts let by the CHA. For an out of state MBE/WBE to be considered as a bidder/proposer, a copy of a current Letter of Certification from a recognized local and/or out of state certifying agency must be submitted with the proposal bid.

For a non-certified MBE/WBE to be considered as a bidder/proposer, a time stamped receipt or a letter advising that the certification application is under review from at least one of the recognized certifying agencies must be submitted with the proposal.

- (ii) Statement of Bidders' Qualifications – See Appendix General Conditions – Section
- (iii) Equal Employment Opportunity Certification – See General Conditions – Section

3. NON-MBE/WBE BIDDERS/PROPOSERS: MBE/WBE PROPOSAL REQUIREMENTS

- (i) Schedule A: Affidavit of MBE/WBE utilization – NON-MBE/WBE bidders/proposers must submit, as part of the overall MBE/WBE Participation Proposal on or before the time set for that proposal, a Schedule A which commits them to the utilization of each listed MBE/WBE in the direct or indirect performance of contract work. Through Schedule B, the bidder/proposer shall also commit to the expenditure of a specific dollar amount of

participation by each listed MBE/WBE. The total dollar commitment to proposed MBE/WBEs must at least equal the required contract participation goal.

- (ii) Schedule B – Letter of Intent from the MBE/WBE Subcontractors and Suppliers – Schedule B, executed by each MBE/WBE (or MBE/WBE joint venture), included on Schedule A shall be attached and submitted as part of the overall proposal on or before the time set for that proposal. Each Schedule B must accurately detail the work to be performed by the MBE/WBE and the agreed upon prices to be paid.
- (iii) Letter(s) of Certification – A copy of each proposed MBE/WBE's current Letter(s) of Certification from the City of Chicago, PACE, METRA, the Chicago Transit Authority, Cook County, the State of Illinois Central Management Services, the Minority Business Development Council, or the Small Business Administration (SBA) must be attached to the Schedule B Letter of Intent.

All Letters of Certification must include a statement of the area of specialization. The MBE/WBE's scope of work, as detailed in Schedule A, must conform to their stated area of specialization. Where an MBE/WBE is proposed to perform work not covered by their area of specialization, they must request in writing an expansion of the area of specialization prior to their being proposed to perform such work. The MBE/WBE's request to expand the scope of the area of specialization, together with all documentation required by recognized certifying agencies, must be received at the time set for that proposal.

Any MBE/WBE with a principal place of business located outside Chicago SMSA and/or the State of Illinois may participate in Contracts let by the CHA. For an out of state MBE/WBE to be Considered as a bidder/proposer, a copy of a current Letter of Certification from a recognized local and/or out of state certifying Agency must be submitted with the proposal.

Any non-certified MBE/WBE proposed by the NON-MBE/WBE on Schedule A must have a time stamped receipt or a letter advising that the certification application is under review from at least one of the recognized certifying agencies.

- (iv) Statement of Bidder's Qualifications – See General Conditions – Section.
- (v) Equal Employment Opportunity Compliance Certification:

See General Conditions – Section.

- (vi) Waiver Requests – In cases where the bidder/proposer is requesting a waiver or variance of the MBE/WBE participation goals, the request must be submitted at the time of submission of the overall proposal. The waiver request must be completed in accordance with Section IV: Waiver of MBE/WBE Participation Goals.

B. EVALUATION OF MBE/WBE UTILIZATION PLAN: GUIDELINES

Within 24 hours after the determination of the proposed awardee(s) or highest ranking proposer, the Purchasing and Contracts Department will submit the proposed awardee's MBE/WBE Utilization Plan to the Contract Compliance Section for evaluation. The MBE/WBE Participation Proposal shall include a copy of the Specifications, the Bid Tabulation Summary, the RFP Recommendation Memorandum, the Statement of Bidder's Qualifications, the Equal Employment Opportunity Compliance Certificate, the MBE/WBE Schedules, the Letter(s) of Certification, Waiver Requests and related documents.

1. During the evaluation period, the bidder/proposer agrees to give upon request, earnest and prompt cooperation to the CHA in submitting to interviews that may be necessary allowing entry to places of business, providing additional documentation, or soliciting the cooperation of proposed MBE/WBEs in providing such assistance.
2. The CHA may deem the bid as non-responsive in its entirety by reason of the determination that:
 - (i) a bidder/proposer's MBE/WBE Participation Proposal contains an insufficient level of MBE/WBE participation;
 - (ii) a bidder/proposer is non-responsive or uncooperative to requests for further information relative to the MBE/WBE Participation Proposal; or
 - (iii) the MBE/WBE Participation Proposal contains false statements.

C. APPROVAL OF MBE/WBE PARTICIPATION PROPOSAL – GUIDELINES

1. The Contract Compliance Section will review and evaluate the MBE/WBE Participation Proposal as follows:
 - (i) Verify that the scope of work proposed by each MBE/WBE is within the area of specialization of such business.
 - (ii) Evaluate Schedules A and B for the proposed awardee(s) in

- (iii) Accordance with the MBE/WBE goal established for the contract.
Calculate the total MBE/WBE dollar participation for the Proposed contract.
 - (iv) Review the waiver request, if included, and determine if the bidder/proposer is in compliance with the CHA's waiver requirements. This includes preparation of the recommendation memo for the Chief Operating Officer's approval.
 - (v) Submit MBE/WBE Participation Compliance Determination for proposed awardee to the Purchasing and Contracts Department at the earliest practicable time.
- 2. The CHA, at its sole discretion, may modify the MBE/WBE Participation Proposal approval time frames on a contract specific basis in order to have sufficient time to obtain, evaluate and make a determination on the best information available from the proposed awardee(s), while giving due consideration to having the award completed to meet the CHA's needs on a timely basis.
 - 3. Upon receipt of the MBE/WBE Participation Proposal Compliance Determination, the contract shall be routed for award and execution in accordance with the CHA's Purchasing and Contracts Policies and Procedures. After contract award and execution, copies of the executed contract shall be forwarded promptly to the Contract Compliance Section. This section shall also be promptly notified at such time as a Notice to Proceed is issued to an awarded.

ARTICLE IV: WAIVER OF MBE/WBE PARTICIPATION GOALS

- A. If a bidder/proposer is unable to meet the MBE/WBE participation commitment goals in its proposal for a CHA contract, a written request for waiver of MBE/WBE participation commitment goals must be submitted as part of its submissions in response to an IFB or RFP.
- B. The CHA's Chief Executive Officer has the authority to waive MBE/WBE participation goals on contracts with a recommendation from the Contract Compliance Section and Purchasing and Contracts Department. This may occur whenever the Chief Executive Officer determines that for the reasons of time, need, or standards not previously known, that such a Waiver would be in the CHA's best interest.

WAIVER OF MBE/WBE PARTICIPATION GOALS: PRE-AWARD

- A. Bidder/Proposers requesting a waiver of the CHA'S MBE/WBE participation commitment Goals must submit a request for waiver on the bidder/proposer's letterhead. The bidder/proposer must demonstrate that all required good faith efforts were taken to secure eligible MBE/WBEs for the performance of contract work. The following are examples of good faith efforts:
1. Attendance at a pre-bid meeting, if any, scheduled by the CHA to inform MBE/WBEs of subcontracting opportunities under a given solicitation or;
 2. Advertisements in general circulation media, trade association publications, and minority-focused media for at least 20 days before bids or proposals are due. If 20 days are not available, publication for a shorter reasonable time is acceptable; or
 3. Written notification to MBE/WBEs that their interest in the contract is solicited or;
 4. Efforts made to select portion of the work proposed to be performed by MBE/WBEs in order to increase the likelihood of achieving the stated goal or;
 5. Efforts to negotiate with MBE/WBEs for specific sub-bids including at a minimum:
 - The names, addresses, and telephone numbers of MBE/WBEs that were solicited or;
 - A description of the information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed; or
 - A statement of why additional agreements with MBE/WBEs were not reached or;
 - Listing of at least three assist agencies (including the CHA) contacted to identify qualified MBE/WBEs or;
 - Explanation of unsuccessful solicitation attempts.
 6. Failure to submit documentation sufficient to support the waiver request will cause proposal to be found non-responsive by the CHA and the proposal will be rejected. In such cases, the CHA'S remedies may include but not limited to, negotiating with another bidder/proposer or re-advertising the IFB/RFP proposal.
 7. To expedite the contract, bidder/proposer must submit all necessary documents as part of its overall proposal on or before the time set for that proposal.
 8. The CHA's Contract Compliance Section will review all waiver requests to determine whether there is sufficient evidence that the bidder/proposer has exercised good faith efforts but was, despite such efforts, unable to meet the applicable goals. The designee, upon the Chief Executive Officer's review and compliance determination, will notify the bidder/proposer of the CHA's decision.

WAIVER OF MBE/WBE PARTICIPATION GOALS: POST AWARD

- A. After award of the contract, no relief of the MBE/WBE requirements will be granted by the CHA except in exceptional circumstances. Requests for complete or partial waiver of the contract's MBE/WBE participation goals must be made in writing, stating all details of the request, the circumstances, and all relevant information. The request must be accompanied by a record of all efforts taken by the bidder/proposer to locate MBE/WBEs, solicit MBE/WBEs, and to seek assistance from technical assistance agencies.
- B. In a case where a business under contract was previously considered to be an MBE/WBE but is later found to be, or whose work is found not to be creditable toward the MBE/WBE goal fully as planned, the CHA will consider the following special criteria in evaluating a waiver request:
 - (i) Whether the bidder/proposer was reasonable in believing the business was an MBE/WBE or that certification standards were not being violated;
 - (ii) The adequacy of unsuccessful efforts taken to obtain a substitute MBE/WBE outlined in Article V, MBE/WBE Substitutions.

WAIVER OF MBE/WBE PARTICIPATION GOALS: APPEALS

- A. The bidder/proposer shall have the right to appeal a denial of a waiver request. A notice to appeal a waiver request must be received by the Contract Compliance Section within five days of the bidder/proposer's receipt of the waiver denial. The letter of appeal must be accompanied by supporting documents evidencing the grounds for its request.
- B. A decision on an appeal by the CHA will be forwarded to the bidder/proposer within 10 days of receipt of the appeal.
- C. The final determination by the CHA may be appealed to the Board of Commissioners of The Chicago Housing Authority (CHA). Any party which believes that it has been wrongly denied a waiver may file an appeal in writing, signed and dated with the Secretary, United States Department of Housing and Urban Development, no later than two days after the date of the CHA's final determination.

ARTICLE V: CHALLENGES TO MBE/WBE'S ELIGIBILITY

- A. Any third party may challenge the MBE/WBE status of any individual presumed to be an MBE/WBE provided that the challenged party is an owner of an MBE/WBE company seeking recognition of certification from the CHA. An individual who has a current 8(a) Certification from the Small Business Administration (SBA) may not be challenged through this procedure.

- B. The challenge shall be in writing and shall include all information available to the Challenging party relevant to the determination of whether the challenged individual is, in fact, an MBE/WBE. The written challenge shall be filed with the CHA's Manager of the Contract Compliance Section and/or the Director of the Procurement and Contracts Department.
- C. The CHA shall determine, on the basis of the information provided, whether there is Reason to believe that the challenged party is, in fact, not an MBE/WBE. If the CHA determines that there is no reason to believe that the challenged party is not an MBE/WBE, the CHA shall so inform the challenging party in writing.

The decision is final and terminates the proceedings as provided. If the CHA determines that there is reason to believe that the challenged party is not an MBE/WBE, the CHA Shall begin a proceeding as follows:

- (i) The CHA shall notify the challenged party that its status as an MBE/WBE company has been challenged. The notice shall identify the challenging party and summarize the grounds for the challenge. The notice shall also require the challenged party to provide the CHA, within 10 business days, information sufficient to evaluate the party's MBE/WBE status. Failure to provide the requested information will result in sanctions up to and including debarment.
- (ii) The CHA shall evaluate the information available to it, conduct such investigation as deemed necessary and make a proposed determination of the MBE/WBE status of the challenged party. The CHA shall also provide an opportunity to the parties for an informal hearing at which time each party shall have the opportunity to respond to this proposed determination in writing and in person. The rules of evidence shall not apply and there shall be no presentation of witnesses or cross-examination.
- (iii) Following the informal hearing, the CHA shall make a final determination as to the challenged party's MBE/WBE status. The CHA shall inform the party, in writing, of the final determination, setting forth the reasons for its decision. In making its determination, the CHA shall be guided by the federal guidelines governing MBE/WBE status.
- D. During the pendency of the challenge under this Article, the presumption that the challenged party is an MBE/WBE shall remain in effect.
- E. Once the CHA has made a final decision on a challenged matter, that determination goes into effect immediately.
- F. The final determination by the CHA may be appealed by the adversely affected party to the Board of Commissioners of the Chicago Housing Authority. Any party which believes that it has been wrongly denied recognition of certification as an MBE/WBE or joint venture may file an appeal in writing, signed and dated with the Board of

Commissioners no later than two days after the date of the CHA's final determination. Third parties who have reason to believe that another party has been wrongly denied or granted recognition of certification may advise the Secretary of the United States Department of Housing and Urban Development.

ARTICLE VI: MBE/WBE UTILIZATION PLAN; REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. Post-Award monitoring shall be conducted by the Contract Compliance Section and includes the following:
1. Reviewing MBE/WBE participation compliance;
 2. Conducting on-site visits to monitor compliance of contractors with Chicago Housing Authority's MBE/WBE Participation Proposal;
 3. Tracking and monitoring payments to MBE/WBEs;
 4. Conducting MBE/WBE: "Front" investigations; and
 5. Reviewing and acting upon waivers, substitutions and modifications proposed by contractors after the contract has been awarded and executed.
- B. The bidder/proposer shall, within five business days of receiving the awarded contract or prior to any work being performed, execute formal contracts or purchase orders with the MBE/WBEs included in their various MBE/WBE related schedules. These written agreements shall be forwarded to the Contract Compliance Section 60 East Van Buren, 13th Floor, Chicago, IL 60605.
- C. Specialty areas: In cases where the bidders/proposers have not identified their MBE/WBE prior to award, they will be required to submit the completed affidavit within 30 days and prior to Notice-To-Proceed. Specialty areas are to be determined by the Procurement and Contracts Department and Chief Executive Officer.
- D. Schedule R: Status Reports of MBE/WBE Subcontract Payments
1. During the terms of contracts, the bidder/proposer shall submit regular "Status Reports of MBE/WBE Subcontract Payments" (see Appendix V, Schedule R). The reports are to be submitted with each request for payment from the CHA during the term of the contract. Failure to submit the Schedule R may result in payment delay and/or denial. The Schedule R must be submitted to the Manager of the Contract Compliance Section, 60 East Van Buren, 13th Floor, Chicago, IL 60605.
 2. In the case of one time procurement with either single or multiple deliveries, a Schedule R, indicating final MBE/WBE payments shall be submitted directly to the Manager of the Contract Compliance Section so as to assure receipt of, either at the same time or before the user department receives the contractor's final invoice.

NOTICE: Do not submit original invoices with the Schedule R.

ARTICLE VII.

MBE/WBE SUBSTITUTIONS

- A. Arbitrary changes by the bidder/proposer of its commitment goals earlier certified in the Schedule A are prohibited. Further, once entering into each approved MBE/WBE sub-agreement, the bidder/proposer shall, thereafter, neither terminate the sub-agreement, nor reduce the scope of the work to be performed by the MBE/WBE, nor decrease the price to the MBE/WBE without, in each instance, receiving prior written approval of the Chicago Housing Authority.
- B. In some cases however, it may become necessary to substitute a new MBE/WBE requirements. In such cases, the Chicago Housing Authority must be given reasons justifying the release by the CHA of prior specific MBE/WBE commitments established in the bidder/proposer's proposal. The substitution procedures will be as follows:
1. The bidder/proposer must notify the Contract Compliance Section immediately in writing of an apparent necessity to reduce or terminate an MBE/WBE subcontract and to propose a substitute company for some phase of work, in order to sustain the fulfillment of the MBE/WBE participation goals.
 2. The bidder/proposer's notification to the CHA should include the specific reasons for the proposed substitution. Stated reasons that would be acceptable include any of the following examples:
 - A previously committed MBE/WBE was found not to be able to perform, or not to be able to perform on time;
 - A committed MBE/WBE was found not to be able to produce acceptable work;
 - A committed MBE/WBE was later determined not to be bona fide;
 - An MBE/WBE previously committed to a given price later demands an unreasonable escalation of price.
 3. The bidder/proposer's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include:
 - A replacement company has been recruited to perform the same work under terms more advantageous to the bidder/proposer;
 - Issues about performance by the committed MBE/WBE are disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily);
 - An MBE/WBE has requested reasonable price escalation, which may be justified due to unforeseen circumstances (i.e., change in scope of MBE/WBE's work).
 4. The bidder/proposer's notification should include the name, address, and principal official of any proposed substitute MBE/WBE, the dollar value and scope of work

of the newly proposed subcontract. The same MBE/WBE Schedules, which are required of bidder/proposers, as enumerated above in Article III, Submission, Evaluation and Approval of MBE/WBE Participation Proposal, shall be attached.

5. The CHA will evaluate the submitted documentation and respond within 15 working days after the request for a compliance determination for the proposed MBE/WBE substitution. The response may be in the form of requesting more information, or requesting an interview to clarify, or to mediate the problem. The response may also be in the form of a rejection of the proposed MBE/WBE substitution with the reasons therefore included in the CHA's response. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the CHA will instead respond as soon as practicable.
6. Actual substitution of an MBE/WBE to fulfill commitment goals should not be made prior to the CHA's approval, in writing. Once notified of the CHA's approval, the substitute MBE/WBE subcontract must be executed within five working days and a copy of the MBE/WBE subcontract with signatures of both parties to the agreement should be submitted to the CHA.
7. The CHA will not approve extra payment for escalated costs incurred by the Bidder/proposer when a substitution of subcontractors becomes necessary in order to comply with MBE/WBE contract requirements.
8. Appeals of the CHA's decision to reject a substitution request must be submitted to the Director of Procurement and Contracts Department within seven days after the rejection notification is received. Appeals will be conducted before the CHA's Hearing Officer in accordance with the CHA's Procurement and Contracts Policies and Procedures.

ARTICLE VIII: NON-COMPLIANCE SANCTIONS AND LIQUIDATED DAMAGES

- A. The CHA shall have the discretion to apply suitable sanctions to the bidder/proposer if the bidder/proposer is found to be in non-compliance with the MBE/WBE requirements. Failure to comply with the MBE/WBE terms of commitment goals as applicable to and in the contract or failure to use MBE/WBEs as stated in the bidder/proposer's submitted schedules, constitutes a material breach of the contract and may lead to the suspension and/or termination of this contract in whole or in part; furthermore, continued eligibility to enter into future contracting arrangements with the CHA may be jeopardized as a result of non-compliance. In some cases, payments may be withheld until corrective action is taken.
- B. When work is completed, in the event that the CHA has determined that the bidder/proposer was not compliant in the fulfillment of the required MBE/WBE commitment goal and a waiver was not obtained, the CHA will thereby be damaged in the failure to provide the benefit of participation to the MBE/WBE to the degree set forth in this MBE/WBE Utilization Plan.

C. Therefore, in the event of such non-compliance, the bidder/proposer and contractor agrees that the CHA will deduct as liquidated damages cumulative amounts computed as follows:

- For each one percent (or fraction thereof) of shortfall toward the MBE/WBE goal, one percent of the base bid for this contract shall be surrendered by the bidder/proposer to the CHA in payment as liquidated damages, if such damages are assessed or may be deducted from pay requests.

SCHEDULE A
MBE/WBE/DBE UTILIZATION PLAN

CHICAGO HOUSING AUTHORITY
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A - MBE/WBE/DBE UTILIZATION PLAN
(To be completed by PRIME CONTRACTORS)

SPEC. OR RFP OR PURCHASE ORDER NO: _____

SPEC OR RFP TITLE: _____

PRIME CONTRACTOR NAME(S): _____

ADDRESS: _____ TELEPHONE: () _____

E-MAIL ADDRESS: _____

Ethnicity: _____ Gender: _____

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO. : _____

CONTRACT AMOUNT: \$ _____ MBE/WBE TOTAL: \$ _____

I. DIRECT PARTICIPATION

The Contractor shall in determining the manner of MBE/WBE/DBE participation, first consider involvement with MBE/WBE/DBE companies as subcontractors, suppliers of goods and services, or as joint venture partners, directly related to the performance of this contract. MBE/WBE/DBEs utilized for direct or indirect participation must be currently certified by one of the following agencies: City of Chicago, METRA, PACE, Cook County, State of Illinois - Central Management Services (CMS), Women Business Development Center (WBDC), Chicago Transit Authority (CTA), the Chicago Minority Business Development Council (CMBDC), Illinois Department of Transportation (IDOT), and/or the Small Business Administration (SBA 8(a)). **Firms seeking M/W/DBE subcontracting credit via Direct or Indirect participation must include one (1) current certification from CHA approved certifying agencies. A copy of a current Letter of Certification is required. Applications for certified status will not be accepted.** For contractors whose principal business address is located out of the metropolitan Chicago area, certification of comparable agencies will be considered.

A. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: () _____

E-MAIL ADDRESS: _____

MBE/WBE/DBE DOLLARS: _____

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Anticipated Timeframe for performance: _____

At what percentage of project is work to be performed by this subcontractor? _____

CHICAGO HOUSING AUTHORITY
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A - MBE/WBE/DBE UTILIZATION PLAN
(To be completed by PRIME CONTRACTORS)

- B. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: () _____
E-MAIL ADDRESS: _____
MBE/WBE/DBE DOLLARS: _____
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____
Anticipated Timeframe for performance: _____
At what percentage of project is work to be performed by this subcontractor? _____
- C. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: () _____
E-MAIL ADDRESS: _____
MBE/WBE/DBE DOLLARS: _____
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____
Anticipated Timeframe for performance: _____
At what percentage of project is work to be performed by this subcontractor? _____
- D. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: () _____
E-MAIL ADDRESS: _____
MBE/WBE/DBE DOLLARS: _____
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____
Anticipated Timeframe for performance: _____
At what percentage of project is work to be performed by this subcontractor? _____

CHICAGO HOUSING AUTHORITY
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A - MBE/WBE/DBE UTILIZATION PLAN
(To be completed by PRIME CONTRACTORS)

II. INDIRECT PARTICIPATION

This section need not be completed if the MBE/WBE/DBE goal has been met through item I. DIRECT participation as outlined in *Article I of the Amendment to Special Conditions MBE/WBE/DBE Utilization Plan*.

After exhausting reasonable good faith efforts and with prior CHA approval, the bidder/proposer may also meet all or part of the CHA's MBE/WBE/DBE commitment goals by contracting with MBE/WBE/DBEs for the provision of goods and services not directly related to the performance of the contract. Indirect participation can be demonstrated by providing copies of canceled checks (both front and back) paid to the certified subcontractors, and a Letter of Certification that was current at the time the checks were issued to the subcontractor. Indirect participation must have occurred within a six month period of the dates of this contract and will not be considered as acceptable participation on multiple contracts or for use on more than one contract.

A. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: () _____

E-MAIL ADDRESS: _____

MBE/WBE/DBE DOLLARS: _____

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Timeframe for performance: _____

B. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ TELEPHONE: () _____

E-MAIL ADDRESS: _____

MBE/WBE/DBE DOLLARS: _____

WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____

Timeframe for performance: _____

CHICAGO HOUSING AUTHORITY
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A - MBE/WBE/DBE UTILIZATION PLAN
(To be completed by PRIME CONTRACTORS)

C. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: () _____
E-MAIL ADDRESS: _____
MBE/WBE/DBE DOLLARS: _____
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____
Timeframe for performance: _____

D. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____ TELEPHONE: () _____
E-MAIL ADDRESS: _____
MBE/WBE/DBE DOLLARS: _____
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____
Timeframe for performance: _____

CHICAGO HOUSING AUTHORITY
Department of Procurement and Contracts Contract Compliance Division

SCHEDULE A - MBE/WBE/DBE UTILIZATION PLAN
(To be completed by PRIME CONTRACTORS)

AFFIDAVIT OF PRIME CONTRACTOR

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule A are true and no material facts have been omitted.

The undersigned will enter into agreements with the above listed companies for work as indicated on this Schedule A within five (5) days after receipt of a signed contract executed by the Chicago Housing Authority. Copies of agreements including but not limited to joint ventures, subcontracts supplier agreements, purchase orders referencing the SPEC., RFP, or Purchase Order Number shall be forwarded to the Procurement & Contracts Department, Contract Compliance Section, 626 West Jackson, 2nd Floor., Chicago, Illinois 60661.

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

NAME OF PRIME CONTRACTOR (Print or Type)

NAME OF AUTHORIZED OFFICER

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 THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC _____ (SEAL)

COMMISSION EXPIRES: _____

SCHEDULE B

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

SCHEDULE B

Letter of Intent MBE/WBE/DBE Subcontractors, Suppliers, Consultants

TO: THE CHICAGO HOUSING AUTHORITY CONTRACT COMPLIANCE DIVISION

FROM: _____ MBE WBE DBE
(NAME OF MBE/WBE COMPANY) (circle status)

FEIN: _____ ETHNICITY _____ GENDER _____

PRIME CONTRACTOR: _____
(NAME) (TELEPHONE NUMBER)

(ADDRESS)

SPEC., RFP OR PURCHASE ORDER NO.

SPEC., RFP OR PURCHASE ORDER TITLE

The MBE/WBE/DBE status of the undersigned is confirmed by the attached Letters of Certification from at least two of the following agencies: City of Chicago, Chicago Minority Business Development Council (CMBDC), METRA, PACE, Cook County, State of Illinois - Central Management Services (CMS), Illinois Department of Transportation (IDOT), Chicago Transit Authority (CTA), Women Business Development Center (WBDC) or the Small Business Administration (SBA 8(a)) Program.

Will the MBE/WBE/DBE subcontract any of the work to be performed on this contract to another firm? Yes _ No _ .

If yes, explain _____

List commodities/services to be provided for the above-referenced contract:

Indicate the total dollar value and the terms of the agreement including but not limited to joint venture, subcontract, supplier or purchase order agreements on the above-referenced contract: \$ _____

Terms of Contract: _____

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

SCHEDULE B
Letter of Intent MBE/WBE/DBE Subcontractors, Suppliers, Consultants

AFFIDAVIT

The undersigned will enter into a signed agreement with the Prime Contractor listed above within five (5) days after receipt of a signed contract executed by the Chicago Housing Authority. Copies of agreements including but not limited to joint ventures, subcontracts, supplier agreements or purchase orders referencing the SPEC., RFP, or P. O. Number shall be forwarded to:

Department of Procurement & Contracts
Contract Compliance Division
60 E. Van Buren, 13th Floor
Chicago, Illinois 60605

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

(NAME OF MBE/WBE/DBE SUBCONTRACTOR/SUPPLIER - PRINT OR TYPE)

(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 _____ to execute the affidavit and did so as his or her free act and deed.

NOTARY PUBLIC _____

(SEAL)

COMMISSION EXPIRES: _____

For assistance, contact the Department of Procurement & Contracts Contract Compliance Division at (312) 742-9546.

SCHEDULE W

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts Contract Compliance Division

SCHEDULE W
WAIVER REQUEST: MBE/WBE/DBE PARTICIPATION COMMITMENTS

SPEC OR RFP TITLE: _____

BIDDER/PROPOSER: _____

ADDRESS _____
Street City State Zip

CONTACT PERSON: _____ TITLE: _____

TELEPHONE #: () _____ FAX #: () _____

FEIN: _____ ETHNICITY: _____ GENDER: _____

PROPOSED BID AMOUNT: \$ _____

PLEASE STATE REASON FOR WAIVER REQUEST:

WHAT PERCENT OF SERVICES WILL BE PERFORMED BY BIDDER/PROPOSER? _____%

IF LESS THAN 100%, WHAT SERVICES WILL BE PERFORMED BY SOMEONE OTHER THAN
BIDDER/PROPOSER?

DOLLAR VALUE: \$ _____ CONTRACT TERM: _____

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts Contract Compliance Division

SCHEDULE W
WAIVER REQUEST: MBE/WBE/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 executive 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

APPROVAL:

Compliance Manager

Date: _____

APPROVAL:

Director, Procurement & Contracts

DATE: _____

APPROVAL:

Chief Executive Officer

DATE: _____

SECTION 3 CLAUSE

Section 3 clause 135.38

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

CHA SECTION 3 POLICY

CHANGE.
CHICAGO HOUSING AUTHORITY

**CHICAGO HOUSING
AUTHORITY
SECTION 3 POLICY**

**CHICAGO HOUSING AUTHORITY
BUSINESS SERVICES DEPARTMENT
CONTRACT COMPLIANCE DIVISION
60 EAST VAN BUREN STREET
13th FLOOR
CHICAGO, ILLINOIS 60605-1207**

April 27, 2007

INTRODUCTION

This Policy Statement:

- **Sets forth CHA's policy, goals and preferences;**
- **Sets forth the statutory provisions of Section 3; and**
- **Contains a copy of 24 CFR Part 135, the Section 3 Rules.**

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HUD, 24 CFR 135, the Section 3 Rules Attachment

STATEMENT OF PURPOSE

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, is to "ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons." The 1992 Act sets forth:

- The types of HUD financial assistance, activities, and recipients subject to the requirements of Section 3;
- The specific individuals and business concerns who are the intended beneficiaries of the economic opportunities generated from HUD-assisted activities; and
- The order of priority in which these individuals and business concerns should be recruited and solicited for the employment and other economic opportunities generated from HUD-assisted activities.

The CHA's Section 3 policy is expressed in this statement, the goal statement, and the preference tiers. Implementation procedures may be amended periodically by the Chief Executive Officer or their designee to insure that the policy requirements are being met or to bring about efficiencies in the implementation of the program based on the practice and experience of running the program.

DEFINITIONS

NEW HIRES Full-time employees for permanent, temporary, or seasonal employment opportunities.

RESIDENT OWNED BUSINESS (ROB) A ROB is a business concern owned or controlled by public housing residents, that is: (a) at least 51% owned by one or more public housing residents; and (b) whose management and daily business operations are controlled by one or more such individuals. For purposes of Section 3 compliance, a ROB must also meet the CHA definitions of a Section 3 business concern as described below.

EMPLOYMENT OPPORTUNITIES GENERATED BY SECTION 3 COVERED ASSISTANCE All employment opportunities generated by the expenditure of Section 3 covered PIH assistance (i.e. operating assistance, development assistance, and modernization assistance) and with respect to Section 3 covered housing and community development assistance, all employment opportunities arising in connection with Section 3 covered projects, including management and administrative jobs (including architectural, engineering, or related professional services and jobs directly related to administrative support of these activities) connected with the Section 3 covered project.

RECIPIENT Any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian Tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee, or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

SECTION 3 Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C.1701u).

SECTION 3 BUSINESS CONCERN --As defined by the CHA, a Section 3 business concern is one:

- A. That is Fifty-one (51%) percent or more owned by Section 3 residents; or
- B. Whose permanent, full-time employees includes persons, at least 30 percent of whom are current Section 3 residents, or were Section 3 residents within three (3) years of the date of first employment with the business concern; or
- C. That provides evidence of a commitment to: (1) subcontract 20 percent or more of the total amount of the contract (including any modifications); and (2) in turn subcontracts in excess of 25 percent of the amount from (1) to Section 3 business concerns as defined in A or B. (25% of 20%). Example: If the Contract Amount is = \$1,000,000, vendor must subcontract at least 20% or \$200,000. Of the \$200,000, 25% or \$50,000 must go to Section 3 business concern(s) as defined in A or B.

SECTION 3 CLAUSE The contract provisions and sanction set forth in 24 CFR 135.38

SECTION 3 COVERED ACTIVITY Any activity that is funded by Section 3 covered assistance including Public housing assistance.

SECTION 3 COVERED ASSISTANCE There are no dollar amount thresholds for PIH (Public and Indian Housing) funded Section 3 covered activities. Section 3 applies to all contractors and subcontractors performing work in connection with the following assistance regardless of the amount of the contract or subcontract:

- Public and Indian housing development assistance provided pursuant to Section 5 of the 1937 Act;
- Public and Indian housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- Public and Indian housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- Section 8 assistance for work arising in connection with: housing rehabilitation, housing construction, or other public construction projects.

SECTION 3 COVERED CONTRACT A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts for the purchase of supplies and materials except, whenever a contract for materials includes the installation of the materials, the contract constitutes a "Section 3 covered contract".

SECTION 3 COVERED PROJECT The construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

SECTION 3 JOINT VENTURE An association of business concerns, one of which qualifies as a Section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 business concern:

- Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and
- Performs at least 25% of the work and is contractually entitled to compensation proportional to its work.

SECTION 3 RESIDENT

1.) A public housing resident, or 2.) An individual who resides in Cook County and who meets the following criteria:

- Low-income persons – families (or single persons) whose incomes do not exceed 80 per centum of the median income for the area.
- Very low-income persons – families (or single persons) whose incomes do not exceed 50 per centum of the median income for the area.

GOAL STATEMENT

It is the CHA's policy to achieve Section 3 goals through the following means:

HIRING

- At least 30% of the aggregate number of full-time new hires must be Section 3 residents, with a preference for residents at the development where the work is being performed.

CONTRACTS

Contractors may demonstrate Section 3 compliance by providing a notarized statement committing to award to Section 3 business concerns:

- At least 10% of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization, or development of Public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction.
- At least 3% of the total dollar amount of all other Section 3 covered contracts.
- CHA's preference is to contract directly with a Section 3 business or contract with vendors that subcontract to a Section 3 business. In either case, CHA's preference is further defined as prioritizing business concerns that employ CHA residents from the property where the work is being performed.

Note that Supply and Delivery contracts are excepted from these Section 3 Policy requirements.

OTHER ECONOMIC OPPORTUNITIES

Providing other economic opportunities to train and employ Section 3 residents or contributing to a Section 3 compliance fund which provides other economic opportunities. Firms may provide other economic opportunities or make a direct cash contribution. CHA has established the following minimum threshold requirements for contribution to any fund that provides other economic opportunities:

- a) For trade, construction and rehabilitation work the "value" of the other economic opportunity must equal or exceed 5% of the total contract amount plus any modifications;
- b) For other types of contracts, including service contracts, the "value" of the other economic opportunity must equal or exceed 1.5% of the total contract amount plus any modifications.

CHA PREFERENCE TIERS

CHA's preference is to ensure that as many CHA residents as possible are employed. In an effort to further that goal, CHA has created the following preference tier structure. Vendors are asked to comply with Section 3 by first considering Tier IA, hiring at the site where work is being performed. If the vendor demonstrates to CHA's satisfaction the inability to hire at the site, CHA's next preference is for the vendor to hire residents from other CHA properties. If the vendor cannot meet its Section 3 goal in this manner and needs to move to Tier IC, Tier ID or Tier II or III, that vendor must document this inability to comply with the preference and the need to move to Tier IC, Tier ID or another tier. [Such inability must be documented for moves within tiers or any moves to a lower tier.]

TIER I

- A Hire Section 3 CHA residents from site
- B Hire Section 3 CHA residents from another CHA subsidized property
- C Hire non-CHA Section 3 residents from the Youthbuild program
- D Hire non-CHA Section 3 residents citywide

TIER II

- A
 - 1. Contract directly with a Resident Owned Business whose full-time, permanent workforce includes persons, at least 30% of whom are CHA residents from the site where the work is being performed
 - 1. 2. Contract directly with a Section 3 business that is fifty-one percent or more owned by Section 3 residents and whose full-time, permanent workforce includes persons, at least 30% of whom are CHA residents from the site where the work is being performed
 - 1. 3. Contract directly with any other Section 3 business whose full-time, permanent workforce includes persons, at least 30% of whom are CHA residents from the site where the work is being performed
- B
 - 1. Contract directly with a Resident Owned Business whose full-time, permanent workforce includes persons, at least 30% of whom are CHA residents from other CHA properties
 - 1. 2. Contract directly with a Section 3 business concern that is fifty-one percent or more owned by Section 3 residents and whose full-time, permanent work force includes persons, at least 30% of whom are CHA residents from other CHA properties
 - 1. 3. Contract directly with a Section 3 business concern whose full-time, permanent workforce includes persons, at least 30% of whom are CHA residents from other CHA properties
- C
 - 1. Contract directly with a Resident Owned Business whose full-time, permanent workforce includes persons, at least 30% of whom are Section 3 residents
 - 1. 2. Contract directly with a Section 3 business concern owned by Section 3 Residents whose full-time, permanent workforce includes persons, at least 30% of whom are Section 3 residents
 - 1. 3. Contract directly with other Section 3 business concerns whose full-time, permanent workforce includes persons, at least of 30% of whom are Section 3 residents

- D 1. Contract directly with a Resident Owned Business regardless of the number of Section 3 residents employed
1.2. Contract directly with a Section 3 business concern which is majority owned by Section 3 residents
- E 1. Subcontract with Section 3 business concern that involves the Youthbuild program
- F 1. Use a Section 3 business concern that meets Section 3 requirements by subcontracting in excess of 20% of the total dollar value of the contract and 25% of those subcontracts to Section 3 business concerns (25% of 20%)
- G 1. Form a Section 3 Joint Venture

TIER III

Providing other economic opportunities to train and employ Section 3 residents or contributing to a fund which provides other economic opportunities. The CHA has established the following minimum threshold requirements for contribution to the fund that provides other economic opportunities:

- a.) For trade, construction and rehabilitation work the "value" of the other economic opportunity must equal or exceed 5% of the total contract amount plus any modifications;
- b.) For other types of contracts, including service contracts, the "value" of the other economic opportunity must equal or exceed 1.5% of the total contract amount plus any modifications.

[NOTE: For contracts or purchase orders \$100,000 and under, other economic opportunities can be identified without regard for the CHA preference requirements.]

SECTION 3 COMPLIANCE REQUIREMENTS

I. HIRING

A. Background

- 1. The Section 3 regulations provide that recipients, their contractors, and any subcontractors demonstrate compliance by employing Section 3 residents as 30% of the aggregate number of new hires.
- 2. A vendor is required to hire only when a new hire is needed to perform the work. In the event that no new hires are needed, vendors must pursue other avenues of compliance as set forth in CHA's preference tier structure.
- 3. The Section 3 Regulations, at 24 CFR Part 135, require that in public housing programs, compliance efforts shall be directed to provide training and employment opportunities to Section 3 residents in the following order of priority:
 - a. Residents of the development or developments where the covered assistance is expended.
 - b. Residents of other developments managed by the Public Housing Authority that is expending the covered assistance.
 - c. Participants in HUD Youthbuild programs in the metropolitan area or nonmetropolitan county in which covered assistance is expended.

- d. All other low- and very low-income persons within the metropolitan area.
4. In situations where a new hire is needed, a vendor will not be required to hire persons who are not qualified.
5. If a new hire is needed and a Section 3 resident is identified, that Section 3 resident will be required to submit evidence of Section 3 status to the recipient, contractor or subcontractor.
6. The CHA requires a preference for hiring from the development where work is being performed. However, the CHA will not require a vendor to hire from the development at the work site if:
 - a. A pre-identified list of Section 3 residents from a job site contains no persons qualified to perform the work. Qualified residents from other developments shall then be considered.
 - b. The vendor's workforce is adequate to do the job and no new hiring is needed.

B. Compliance

1. As part of each bid or proposal submitted, the respondent must document their workforce by position. Such information will be reverified at the commencement of the contract.
2. Vendors will be required to submit documentation in the form of payroll forms submitted weekly that clearly identify the Section 3 hires. The vendor must comply with the Section 3 requirement throughout the life of the contract. CHA will periodically audit this information. Failure to comply with the weekly submittal of payroll shall result in the delay of payment.
3. CHA residents by virtue of their income are Section 3 residents. Contractors employing CHA residents must retain documentation that demonstrates any CHA residents hired to meet Section 3 employment goals are:
 - a) (a) identified on the lease of household, that is lease compliant in accordance with CHA's Relocation Rights contract; and
 - b) (b) able to provide to the contractor or subcontractor the client number for the household where CHA residency is claimed. This client number must appear on the certified payrolls submitted by the vendor to verify a Section 3 hire.
4. In the event a Section 3 resident is employed for less than the duration of the job commitment (as indicated on the approved utilization plan), vendors must contribute to a fund which provides other economic opportunities in the lesser of the following amounts:
 - a) the amount of money which the Section 3 resident would have received if employed for the duration of the contract, or
 - b) 5% of the actual contract amount if a construction contract; 1.5% for other contracts.
5. Non-CHA households claiming Section 3 status must be prepared to submit evidence of income and residency in Cook County at the time of hire. As part of the Section 3 compliance process, vendors will be required to document that employees hired meet the residency and income requirements.

II. CONTRACTING

A. Background

1. The Section 3 Regulations, at 24 CFR Part 135, provide that the CHA, its contractors and subcontractors may demonstrate compliance by awarding contracts to Section 3 business concerns or to vendors who contract with such firms.
2. CHA's contracting goals require that Section 3 firms receive at least:

- a.) 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing; or
 - b.) 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
 - c.) 3 percent of the total dollar amount of all other Section 3 covered contracts.
3. Goals apply to the entire amount of Section 3 covered assistance awarded to a recipient in any federal fiscal year (FY), October 1-September 30. Correspondingly, CHA's goals shall apply to the total dollar amount of each contract or purchase order.
 4. Recipients that award contracts to contractors that will provide training or hiring, must ensure that contractors provide training, employment and contracting opportunities to Section 3 Residents and Section 3 Business concerns.
 5. Efforts shall be directed to award contracts to Section 3 business concerns in the following order of priority:
 - a.) Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the covered assistance is expended and whose full-time, permanent workforce includes 30 percent of these persons as employees or were Section 3 residents of the development within three (3) years of the date of first employment with the business concern; or
 - b.) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the CHA that are expending the Section 3 covered assistance and that the Business concerns' full-time, permanent workforce includes 30 percent of these persons as employees (or were Section 3 residents of other CHA developments within three (3) years of the date of first employment with the business concern); or
 - c.) Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the covered assistance is expended
 - d.) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the CHA that is expending the Section 3 covered assistance
 - e.) HUD Youthbuild programs being carried out in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended; or
 - f.) Business concerns that are 51 percent or more owned by Section 3 residents; and
 - i. whose full-time, permanent workforce includes 30 percent of these persons as employees; or
 - ii. that subcontracts 20% or more of the total amount of the contract (including modifications) and in turn subcontracts 25% of the subcontracted amount to Section 3 business concerns (25% of 20%).
 - g.) Business concerns that are 51 percent or more owned by Section 3 residents.

B. Compliance

1. Business Concerns claiming Section 3 status based on ownership and workforce or workforce only (as applicable) must meet that status at the time the bid or proposal is submitted to CHA.
2. Anyone claiming to be a Section 3 resident or business concern shall be required, as set forth by procedure, to provide evidence of such status.

3. Pursuant to 24 CFR 135.36 (c) any firm, prime or subcontractor claiming Section 3 status must demonstrate to CHA's satisfaction that the business concern is responsible and has the ability to complete the work under the terms and conditions of the proposed contract. In evaluating firms under this provision CHA will examine:
 - a. the work history and prior performance of the firm;
 - b. the requirements of the job verses the skills evidenced by the firm through its owners, officers, principals, and key staff;
 - c. technical and logistical capacity to complete the work considering contracts already awarded to the firm by CHA or others;
 - d. bonding capacity and ability to obtain required insurance (with allowances for disadvantaged or start-up firms);
 - e. evidence of past sanctions imposed by the CHA or others; and
 - f. evidence that the firm, its principals, associates, partners, subcontractors or others have acted or colluded in order to circumvent the compliance process by structuring contractual or other relationships or engaging in practices designed to comply with Section 3 only to obtain the preference without regard to the work or requirements of the job.
4. A business concern need not hire to be considered a Section 3 business provided that:
 - a. the business concern is 51% or more owned by a Section 3 resident; or
 - b. the business concern's workforce consists of sufficient numbers of Section 3 residents to qualify the vendor as a Section 3 business (30% or more of the full time, permanent workforce consists of Section 3 residents, or persons who were Section 3 residents within 3 years of first employment); or
 - c. subcontracts 20% or more of the total amount of the contract (including modifications) and in turn subcontracts 25% of the subcontracted amount to Section 3 business concerns (25% of 20%); or
5. After award of a contract, if a business concern must hire to maintain the Section 3 workforce percentage, new hiring efforts must be made in accordance with the CHA preference tier for hiring (Tier I).
6. If a business concern claims Section 3 status by virtue of workforce composition, documentation of the 30% workforce requirement must be submitted to the CHA as part of the response to the bid, quote, or proposal. Further, the firm must maintain the Section 3 workforce percentage throughout the life of the contract. Workforce composition is subject to audit.
7. A business concern (including joint-ventures) seeking to qualify for a Section 3 preference shall certify and submit evidence that they are entitled to the applicable Section 3 preference and that they are a Section 3 business concern as defined in 24 CFR, Part 135 and by the CHA pursuant to this policy. Prime or subcontractors must submit documentation (including work force composition data) as part of any bid, quote, or proposal submitted to the CHA. Additional documentation is required for joint-ventures.
8. Firms that claim Section 3 business status by subcontracting (25% of 20% of the total contract) to other Section 3 businesses must require that the subcontractor(s) provide ownership or workforce documentation as applicable. The prime contractors must keep such records on file and available for review by the CHA. Such documentation must also be submitted as part of any bid, quote or proposal.
9. Subcontractors identified by any prime contractor claiming Section 3 status per item 6 must be a Section 3 business by ownership and/or workforce as defined in this policy. Subcontractors used by prime contractors to comply with item 6 cannot claim Section 3 status by further subcontracting.
10. Section 3 Joint Ventures – To meet Section 3 contracting goals the CHA is permitted to contract with an association of firms at least one of which meets the CHA's definition A or B of a Section 3 Business Concern. A definition of a joint-venture is provided in the

definition section of this policy. Compliance requirements for joint-ventures are discussed below.

11. Joint-ventures are subject to the following documentation requirements:
 - a. The joint-venture agreement must be in writing and must be submitted as part of the response to any bid or proposal solicited by the CHA. In order for CHA to evaluate the "adequacy" and "capacity", the agreement must describe in sufficient detail the area(s) of work assigned to each member of the joint-venture.
 - b. The joint-venture agreement must reference a completed and fully executed joint venture certification, as provided by the CHA, which must also be attached to the joint venture agreement as an exhibit.
 - c. CHA requires that the Section 3 joint-venture partner is a bona-fide Section 3 business, therefore the joint-venture shall provide documentation that shows that the Section 3 partner meets the ownership and workforce, or workforce requirements established in this policy. Section 3 joint-venture partners cannot use subcontracting to establish their status as a Section 3 business concern.
 - d. Section 3 requires that the joint-venture partner be responsible for a clearly defined portion of the work. Proposals or bids must specify the labor hours assigned to and the compensation to be received by the Section 3 joint-venture firm.
 - e. Section 3 firms in the joint-venture must be qualified to perform the scope of work and have the capacity to complete the work assigned under the joint-venture agreement (see item b above).

III. OTHER ECONOMIC OPPORTUNITIES

A. Contract Values

1. For contracts or purchase orders valued at \$100,000 or more, other economic opportunities may only be used where a vendor cannot comply with the hiring or subcontracting goals set forth in the Preference Tier structure.
2. For contracts valued under \$100,000, other economic opportunities may be used at any time.

B. Economic Opportunities:

1. Scholarships for CHA residents -- the vendor may contribute to the CHA Scholarship fund. The funds will be provided to schools, institutes, etc. via a third party to provide scholarships exclusively for CHA residents.
2. Daycare/Transportation to support CHA residents who are working or are in training or education programs -- the vendor may contribute to the daycare/transportation fund. The funds will be used to pay day care providers or provide CTA, PACE or METRA cards or stipends exclusively for CHA residents. The daycare/transportation fund will be administered by a third party service provider under a cooperative agreement with the CHA.
3. Part-Time Employment/Job Training Programs-- vendors may provide part-time work or paid training opportunities for CHA residents (especially on the job training). The hours of part-time work or training when converted to dollars must equal or exceed the threshold requirements established in D. below.

C. Contract Values

CHA will permit the use of other economic opportunities, without regard to the CHA Preference Tiers, for contracts or purchase orders under \$100,000. For such contracts, firms may still comply by hiring or subcontracting but are not required to propose these

options or provide the reasons why they cannot hire or contract to meet the Section 3 requirements.

D. Threshold requirements for other economic opportunities:

CHA has established the following minimum threshold requirements for use of other economic opportunities:

1. For trade, construction and rehabilitation work the "value" of the other economic opportunity must equal or exceed 5% of the total contract amount plus any modifications;
2. For other types of contracts, including service contracts, the "value" of the other economic opportunity must equal or exceed 1.5% of the total contract amount plus any modifications

IV. BID OR PROPOSAL EVALUATION

- A. Vendors who fail to address Section 3 requirements will be deemed nonresponsive. This means that in the proposal or bid documents submitted to the CHA, the Contractor's Affidavit and Compliance Commitment must be completed including applicable attachments and supporting documentation to support claims of compliance by hiring, contracting, or other economic opportunities.
- B. After written notice from the CHA specifying the defects in the Section 3 information, vendors will be given no more than 5 business days to complete the form and provide all required documents. Failure to respond within the 5 days will result in CHA declaring the bidder or respondent non-responsive. The contract or bid will then be awarded to the next lowest bidder or to the respondent with the next highest score. Where the selection is a qualifications based procurement, CHA will award to the firm that is the next highest ranked.

SCHEDULE C

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

SCHEDULE C - SECTION 3 UTILIZATION PLAN

Business Opportunities and Employment and Training of Low Income Chicago Housing Authority Residents and Low-Income Chicago Area Residents

PRIME CONTRACTOR'S NAME: _____
SPECIFICATION OR RFP/IFB/RFQ NUMBER: _____
SPECIFICATION OR RFP/IFB/RFQ TITLE: _____

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 Contractor hereby submits this document to identify employment opportunities for Chicago Housing Authority residents and low and very-low income Chicago area residents during the term of the contract between the Contractor and CHA.

CHA's preference is to ensure that as many CHA residents as possible are employed. In an effort to further that requirement, CHA has created a preference tier structure as outlined in the attached Section 3 Policy. Contractors are required to comply with Section 3 by first considering Tier IA through ID - Hiring. If the Contractor cannot meet its Section 3 requirement in Tier I and needs to move to Tier II or Tier III, that contractor must document this inability to comply with the preference and the need to move to a lower tier. (such inability must be documented for moves within tiers).

The Contractor agrees to meet its Section 3 requirement following the Preference Tier Structure as indicated in the below selection (check one or more tiers below):

Tier I - Hiring

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # _____. The Contractor has committed to employ _____ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the CHA Resident Hiring Requirements through his/her subcontractors.

Contact CHA Department of Human Resources for resident referrals at 312/742-6500.

When Tier I is selected, the Contractor shall complete the following table as instructed below.

- (1) indicate each job title for all phases of this contract
- (2) the number of positions which will be needed in each category
- (3) how many of those positions are currently filled
- (4) the number currently filled by low and very low-income CHA residents
- (5) the number currently filled by Chicago Area residents
- (6) how many positions need to be filled

Indicate your requirement for the number of positions you intend to fill with:

- (7) Low Income CHA Residents (LICHAR)
- (8) Low-Income Chicago Area Residents (LICAR)

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

SCHEDULE C - SECTION 3 UTILIZATION PLAN

JOB TITLE (1)	NUMBER OF POSITIONS					HIRING REQUIREMENT	
	NEEDED (2)	CURRENTLY FILLED			TO BE FILLED (6)	LICHAR (7)	LICAR (8)
		TOTAL (3)	*LICHAR (4)	*LICAR (5)			
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

In the event a Section 3 resident is employed for less than the duration of the job commitment, vendors must contribute to a fund which provides other economic opportunities in the lesser of the following amounts:

- a) the amount of money which the Section 3 resident would have received if employed for the duration of the contract, or
- b) 5% of the actual contract amount if a construction contract; 1.5% for other contracts.

Therefore, if it is anticipated that any position listed above shall be for less than the full term of the contract period, you must indicate on the lines below, the anticipated term for each position:

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

SCHEDULE C - SECTION 3 UTILIZATION PLAN

[] Tier II - CONTRACTING

The contractor has identified ___ CHA resident-owned business(es) or ___ Section 3 business(es) which is 51 percent or more owned by Section 3 residents or 30 percent or more of their permanent full-time workforce are Section 3 residents. This will satisfy the contractor's Section 3 requirement covered under Contract/Purchase Order # _____.

In a one (1) page letter on your firm's letterhead:

- 1) Indicate the requirements, expressed in terms of percentage, of planned contracting dollars for the use of Section 3 business concerns as subcontractors.
- 2) A statement of the total dollar amount to be contracted, total dollar amount to be contracted to Section 3 business concerns for building trades, and total dollar amount to be contracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization, and development).
- 3) A description of the method used to develop the requirements above and the efforts to be undertaken by the contractor to meet those requirements.

[] Tier III - OTHER ECONOMIC OPPORTUNITIES

Providing other economic opportunities to train and employ Section 3 residents or contributing to a Section 3 compliance fund which provides other economic opportunities. Firms may provide other economic opportunities or make a direct cash contribution. CHA has established the following minimum threshold requirements for contribution to any fund that provides other economic opportunities:

- a) For trade, construction and rehabilitation work the "value" of the other economic opportunity must equal or exceed 5% of the total contract amount plus any modifications;
- b) For other types of contracts, including service contracts, the "value" of the other economic opportunity must equal or exceed 1.5% of the total contract amount plus any modifications.

CHICAGO HOUSING AUTHORITY (CHA)

Department of Procurement & Contracts Contract Compliance Division

SCHEDULE C - SECTION 3 UTILIZATION PLAN

The Contractor agrees to provide other economic opportunities to train and employ Section 3 residents or contribute to a fund which provides Other Economic Opportunities in accordance with provisions of the Section 3 Policy as indicated below:

[] Scholarships for CHA residents -- the vendor may contribute to the CHA Scholarship fund. The funds will be provided to schools, institutes, etc. via a third party to provide scholarships exclusively for CHA residents.

[] Daycare/Transportation to support CHA residents who are working or are in training or education programs -- the vendor may contribute to the daycare/transportation fund. The funds will be used to pay day care providers or provide CTA, PACE or METRA cards or stipends exclusively for CHA residents. The daycare/transportation fund will be administered by a third party service provider under a cooperative agreement with the CHA.

[] Part-Time Employment/Job Training Programs-- vendors may provide part-time work or paid training opportunities for CHA residents (especially on the job training). The hours of part-time work or training when converted to dollars must equal or exceed the threshold requirements stated above.

By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the CHA Section 3 Policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form PRIOR to AWARD of a contract from the Chicago Housing Authority. Failure to submit this form may jeopardize the responsiveness of your submission.

Attested to by:

President or Authorized Officer

Date

Notary Seal

Signature _____

Date _____

Acceptance / Approval By: _____

Senior Manager, Contract Compliance

Date

SECTION 3 JOB ORDER FORM

SECTION 3 JOB ORDER FORM

The following job order form shall be completed by CHA contractors to provide detailed information about the Section 3 job position. CHA's Resident Services Division will use this job order to identify candidates for the open job position. A separate job order must be completed for each position title. If you have any questions regarding this form, please contact Damice Birts, CHA's Section 3 Coordinator, at 312-913-7708 or dbirts@thecha.org. Thank you.

Contractor Information

Company Name: _____	CHA Contract #: _____
Company Address: _____	RFP #: _____
Contact Person: _____	Phone #: _____
Email Address: _____	Fax #: _____
Worksite Address: _____ (if different than Company Address)	Public Transportation Available? <input type="checkbox"/> Yes <input type="checkbox"/> No
CHA Development (if applicable): _____	

Position Information

Position Title: _____

Start Date: _____

No. of Openings: 1 6
 2 7
 3 8
 4 9
 5 Other: _____

Industry:

<input type="checkbox"/> Administration	<input type="checkbox"/> Manufacturing
<input type="checkbox"/> Basic Office/Clerical	<input type="checkbox"/> Nursing
<input type="checkbox"/> Child Care	<input type="checkbox"/> Property Management
<input type="checkbox"/> Construction	<input type="checkbox"/> Retail
<input type="checkbox"/> Customer Service	<input type="checkbox"/> Skilled Trades
<input type="checkbox"/> Health Care	<input type="checkbox"/> Social Services
<input type="checkbox"/> Hospitality and Tourism	<input type="checkbox"/> Transportation/Warehousing/Trucking
<input type="checkbox"/> Landscaping	<input type="checkbox"/> Other: _____

Job Term:

<input type="checkbox"/> < 1 week	<input type="checkbox"/> 3 - 6 months
<input type="checkbox"/> 1 - 2 weeks	<input type="checkbox"/> 6 - 12 months
<input type="checkbox"/> 3 - 4 weeks	<input type="checkbox"/> > 1 year
<input type="checkbox"/> 1 - 2 months	

SECTION 3 JOB ORDER FORM

Position Information, cont.

Shift: First Shift (6:00 a.m. – 2:00 p.m.)
 Second Shift (2:00 p.m. – 10:00 p.m.)
 Third Shift (10:00 p.m. – 6:00 a.m.)

Schedule: Weekdays
 Weekends

Hours per Week 1 - 10
 11 - 20
 21 - 30
 31 - 40
 >40

Minimum Hourly Wage*: _____
OR
Minimum Salary*: _____

**Any job classifications applicable to Davis-Bacon minimum wage requirements will be identified to the Prime Contractor in the final contract and are subject to updates, according to the official lock-in date of the wage decision. These wages are determined by the Department of Labor and are non-negotiable.*

**All hires shall receive compensation that meets or exceeds the State of Illinois hourly minimum wage guidelines.*

Qualifications

Educational Achievement Some High School (Grades 9 – 12)
select one High School Diploma
 GED
 Some College
 Associate's Degree
 Bachelor's Degree
 Graduate Degree
 No Educational Requirement

If you selected Associate's Degree, specify the field of study: _____

If you selected Bachelor's Degree, specify the field of study: _____

If you selected Graduate Degree, specify the field of study: _____

General Computer/Technical Skills Beginner
select one Intermediate
 Advanced
 No Computer Skills Requirement

Physical Demands Sedentary (Mostly Sitting; Lifting to 10 lbs.)
select one Light (Sitting/Walking/Standing; Lifting to 20 lbs.)
 Medium (Lifting to 50 lbs.)
 Heavy (Lifting to 100 lbs.)
 Very Heavy (Lifting in excess of 100 lbs.)

SECTION 3 JOB ORDER FORM

Qualifications, cont.

Certifications/Licenses
check all that apply

- | | |
|--|---|
| <input type="checkbox"/> Accounting | <input type="checkbox"/> Digital/Visual Media |
| <input type="checkbox"/> Air Conditioning & Refrigeration | <input type="checkbox"/> Electrical Line Worker |
| <input type="checkbox"/> Automotive Maintenance | <input type="checkbox"/> Emergency Medical Technician |
| <input type="checkbox"/> Automotive Technology | <input type="checkbox"/> Food Sanitation |
| <input type="checkbox"/> Bricklayer | <input type="checkbox"/> Forklift Operation & Safety |
| <input type="checkbox"/> Business Administration - General | <input type="checkbox"/> Homemaker/Home health Aide |
| <input type="checkbox"/> CAD Technology | <input type="checkbox"/> Medical Billing/Coding |
| <input type="checkbox"/> Certified Medical Assistant | <input type="checkbox"/> Networking Systems & Technologies |
| <input type="checkbox"/> Certified Nurse Assistant | <input type="checkbox"/> Paralegal |
| <input type="checkbox"/> Child Development | <input type="checkbox"/> PERC Card (Security) |
| <input type="checkbox"/> Commercial Driver Training | <input type="checkbox"/> Pharmacy Technician |
| <input type="checkbox"/> Commercial Passenger Driver - Class B | <input type="checkbox"/> Phlebotomy |
| <input type="checkbox"/> Computer Information Systems | <input type="checkbox"/> Plumbing & Fire Protection |
| <input type="checkbox"/> Concrete Masonry | <input type="checkbox"/> Social Work - Generalist |
| <input type="checkbox"/> Construction - Carpentry | <input type="checkbox"/> Truck Driver's License (CDL Class A/B) |
| <input type="checkbox"/> Construction - Materials Technician | <input type="checkbox"/> Web Development |
| <input type="checkbox"/> Construction - Painter | <input type="checkbox"/> Weatherization |
| <input type="checkbox"/> Cosmetology | <input type="checkbox"/> Welder (Combination) |
| <input type="checkbox"/> Criminal Justice | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Culinary Arts | <input type="checkbox"/> No Certifications or Licenses Needed |
| <input type="checkbox"/> Dental Assistant | |

Related Work Experience
select one

- < 1 year
 1 - 2 years
 > 2 years
 None

Required Skills
check all that apply

- | | |
|---|---|
| <input type="checkbox"/> Accounting | <input type="checkbox"/> Lead Abatement |
| <input type="checkbox"/> Air Conditioning & Refrigeration | <input type="checkbox"/> Machine Operation (construction, industrial) |
| <input type="checkbox"/> Asbestos Removal | <input type="checkbox"/> Machine Operation (office - computer, fax, copier) |
| <input type="checkbox"/> Automotive Maintenance/Technology | <input type="checkbox"/> Manufacturing |
| <input type="checkbox"/> Basic Office (data entry, reception, filing) | <input type="checkbox"/> Moving Heavy Boxes/Items |
| <input type="checkbox"/> Child Care/Development | <input type="checkbox"/> Plumbing & Fire Protection |
| <input type="checkbox"/> Computer - Information Systems, Technical | <input type="checkbox"/> Retail (sales, cashier) |
| <input type="checkbox"/> Construction - Carpentry | <input type="checkbox"/> Security |
| <input type="checkbox"/> Construction - Demolition | <input type="checkbox"/> Social Services/Social Work |
| <input type="checkbox"/> Construction - Masonry, Bricklaying | <input type="checkbox"/> Truck Driving (CDL Class A/B) |
| <input type="checkbox"/> Construction - Painting | <input type="checkbox"/> Warehouse (forklift operation, packaging) |
| <input type="checkbox"/> Customer Service | <input type="checkbox"/> Welding |
| <input type="checkbox"/> Digital/Visual Media | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> None |
| <input type="checkbox"/> Equipment Maintenance (construction, industrial) | |
| <input type="checkbox"/> Equipment Maintenance (office - computer, fax, copier) | |
| <input type="checkbox"/> Hazardous Waste Removal | |
| <input type="checkbox"/> Health Care | |
| <input type="checkbox"/> Homemaker/Home Health Aide | |
| <input type="checkbox"/> Hospitality/Food Service/Sanitation | |
| <input type="checkbox"/> Janitorial | |

SECTION 3 JOB ORDER FORM

Membership/Affiliations

Union Card Required?

- Yes
- No

Union Affiliation Required:
check all that apply

- | | |
|---|---|
| <input type="checkbox"/> AFL-CIO | <input type="checkbox"/> Pipe Fitters |
| <input type="checkbox"/> Chicago Plumbers | <input type="checkbox"/> Roofers |
| <input type="checkbox"/> IAM | <input type="checkbox"/> SEIU |
| <input type="checkbox"/> IBEW | <input type="checkbox"/> Sheet Metal Workers |
| <input type="checkbox"/> IUOE | <input type="checkbox"/> Teamsters |
| <input type="checkbox"/> Iron Workers | <input type="checkbox"/> United Food & Commercial Workers International |
| <input type="checkbox"/> Laborers | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Mechanics | <input type="checkbox"/> None |

Required Screenings

Required Screenings

- Drug/Alcohol
- Criminal/Background
- Physical
- Other: _____

Additional Job Information (e.g. job description, duties to be performed)

VENDOR CHECK SUBMITTAL FORM

CHANGE.

CHICAGO HOUSING AUTHORITY

Deposit Date: _____
Internal Use Only

Vendor Check Submittal Form

INSTRUCTIONS: This form is to be completed by CHA vendors who submit monetary contributions to the Section 3 Tier III Fund, which covers other economic opportunities for CHA residents. Please complete this document in full and submit the document with the noted check(s) to the following address:

Chicago Housing Authority
Attn: Treasury Department
60 East Van Buren, 11th Floor
Chicago, IL 60605

***Please complete the following information before sending this form to CHA with the check payment. ***

1. Contract Number: _____
2. Purchase Order Number: _____
3. Vendor Name: _____
4. Check Dollar Amount: _____
5. Check Number: _____

6. Complete this table with payment information:

Total Dollar Amount Committed to Section 3 Tier III Fund for Aforementioned Contract Number/Purchase Order Number	Total Dollar Amount Paid to CHA for Aforementioned Contract Number/Purchase Order Number (including this payment amount)	Remaining Balance Owed to CHA for Aforementioned Contract Number/Purchase Order Number

7. Select the "Other Economic Opportunities" fund that these monies will benefit:

- Scholarship 478-3690103-215 (CHA Internal Account Coding)
- Daycare and Transportation 478-3690104-215 (CHA Internal Account Coding)
- Job Training 478-3690105-215 (CHA Internal Account Coding)

***If no selection is made, CHA will designate these funds. ***

Authorized Agent's Name (Please Print)

Phone Number

Signature of Authorized Agent

Date

CHA ETHICS POLICY

**CHA BOARD
APPROVED
ETHICS POLICY**

CHANGE.
CHICAGO HOUSING AUTHORITY

Approved by CHA Board of Commissioners
June 15, 2004

CHA ETHICS POLICY

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Approved by CHA Board of Commissioners
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CHA ETHICS POLICY

ARTICLE I. DEFINITIONS

Whenever used in this Ethics Policy the following terms shall have the following meanings:

- (a) "Administrative action" means any decision on, or any proposal, consideration, enactment or making of any rule, regulation, or any other official nonministerial action or non-action by any department, or by any Officer or Employee of any department, or any matter which is within the official jurisdiction of the Chief Executive Officer.
- (b) "Board of Commissioners" means the governing body of the CHA which establishes, approves, and/or enacts policies for the CHA.
- (c) "Business relationship" means any contractual or other private business dealing of any Officer or Employee, or of his or her spouse, or of any entity in which the Officer or Employee or his or her spouse has a financial interest with a Person or entity which entitles the Officer or Employee to compensation or payment in the amount of \$2,500 or more during the prior twelve months.

Provided, however, that the exclusions applicable to a "Financial interest," as set forth in subsection (n), except for the exclusion set forth as (n)(a), shall also apply with respect to a "business relationship." "Contractual or other private business dealing" shall not include any employment relationship of an Officer or Employee's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the CHA. For purposes of this Policy only, "compensation or payment" as used in the definition of "business relationship" shall not include any income from an employer-sponsored pension plan.

- (d) "CHA" means the Chicago Housing Authority.
- (e) "Compensation" means money, thing of value or other pecuniary benefit received or to be received in return for, or as reimbursement for, services rendered or to be rendered.
- (f) "Contractor" means any entity or Person (including his agents or employees acting within the scope of their employment) doing business with the CHA.
- (g) "Contract management authority" means personal involvement in or direct supervisory responsibility for the formulation or execution of a CHA contract, including without limitation, the preparation of specifications, evaluation of bids or proposals, negotiation of contract terms or supervision of performance.

Approved by CHA Board of Commissioners
June 15, 2004

- (h) "Doing business" means any one or any combination of sales, purchases, leases or contracts to, from or with the CHA in an amount in excess of \$10,000.00 in any 12 consecutive months.
- (i) "Economic interest" means any interest valued or capable of valuation in monetary terms; provided, that "economic interest" is subject to the same exclusions as "Financial interest."
- (j) "Employee" means an individual employed by the CHA, whether part-time or full-time, but excludes paid and unpaid members of the Board of Commissioners.
- (k) "Ethics Officer" means the person responsible for monitoring and enforcing the CHA Ethics Policy.
- (l) "Expenditure" means a payment, distribution, loan, advance, deposit, or gift of money or anything of value.
- (m) "Financial interest" means (i) any interest as a result of which a Person currently receives or is entitled to receive in the future more than \$2,500.00 per calendar year; (ii) any interest with a cost or present value of \$5,000.00 or more; or (iii) any interest representing, or resulting from ownership of, more than ten (10) percent of a privately held corporation, limited liability company, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust, or any legal entity organized for profit. Financial interest shall not include (a) any interest of the spouse of an Officer or Employee which interest is related to the spouse's independent occupation, profession or employment; (b) any ownership through purchase at fair market value or through exchange of shares through acquisition or merger or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (c) the authorized compensation paid to an Officer or Employee for his office or employment; (d) any economic benefit provided equally to all tenants of the CHA or to the public; (e) a time or demand deposit in a financial institution; (f) an endowment or insurance policy or annuity contract purchased from an insurance company.
- (n) "Gift" means any thing of value given without consideration or expectation of return.
- (o) "Immediate family member" means mother, father, grandmother, grandfather, grandchildren, brother, and sister.
- (p) "Officer" means any paid or unpaid member of the CHA Board of Commissioners.
- (q) "Person" means any individual, entity, corporation, limited liability company, partnership, sole proprietorship, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, whether or not operated for profit.

Approved by CHA Board of Commissioners
June 15, 2004

(r) "Political activity" means:

- (1) Serving as an officer of a political party, of a political club, or of an organization relating to a campaign for elected office ("organization"); as a member of a national, state or local committee of a political party, club or organization; as an officer or member of a committee of a political party, club or organization; or being a candidate for any of these positions;
- (2) Organizing or reorganizing a political party, club or organization;
- (3) Directly or indirectly soliciting, receiving, collecting, handling, disbursing, or accounting for assessments, contributions, or other funds for any political party, political fund, candidate for elected office, candidate for political party office, or any committee thereof or committee which contributes to any of the foregoing;
- (4) Organizing, selling tickets to, promoting, or actively participating in a fundraising activity of a public officer holder, candidate in an election or political party, political club or an organization;
- (5) Taking an active part in managing the political campaign of a candidate for public office in an election or a candidate for political party office;
- (6) Becoming a candidate for, or campaigning for, an elective public office in an election;
- (7) Soliciting votes in support of or in opposition to a candidate for public office in an election or a candidate for political party office;
- (8) Acting as recorder, watcher, challenger or similar officer at the polls on behalf of a political party or a candidate in an election;
- (9) Driving voters to the polls on behalf of a political party or candidate in an election;
- (10) Endorsing or opposing a candidate for public office in an election or a candidate for political party office in a political advertisement, a broadcast, campaign literature, or similar material, or distributing such material;
- (11) Serving as a delegate, alternate, or proxy to a political party convention;
- (12) Addressing a convention, caucus, rally, or similar gathering in support of or in opposition to a candidate for public office or political party office;

- (13) Initiating or circulating a nominating petition for elective office;
 - (14) Soliciting, collecting, or receiving a political contribution or a contribution for any political party, political fund, candidate for elected office, candidate for political party office, or any committee thereof or committee which contributes to any of the foregoing; or
 - (15) Paying or making a political contribution or a contribution for any political party, political fund, candidate for elected office, candidate for political party office, any committee thereof or committee which contributes to any of the foregoing.
- (s) "Political contribution" means any gift, subscription, loan, advance, deposit of money, allotment of money, or anything of value given or transferred by one person to another, including in cash, by check, by draft, through a payroll deduction or allotment plan, by pledge or promise, whether or not enforceable, or otherwise, for purposes of influencing in any way the outcome of any election. For the purposes of this definition, a political contribution does not include:
- (1) A loan made at a market rate by a lender in the ordinary course of business;
 - (2) The use of real or personal property and the cost of invitations, food, and beverages, voluntarily provided by an individual in rendering voluntary personal services on the individual's residential premises for candidate-related activities; provided the value of the service provided does not exceed an aggregate of \$150.00 in a reporting period as defined in Article 9 of the Illinois Election Code;
 - (3) The sale of any food or beverage by a vendor for use in a candidate's campaign at a charge less than the normal comparable charge, if such charge for use in a candidate's campaign is at least equal to the cost of such food or beverage to the vendor.
- (t) "Political fundraising committee" means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any election, receives or expends money or anything of value or transfers money or anything of value to any other fund, political party, candidate, organization, political action committee, or other entity.
- (u) "Relative" means a Person who is related to an Officer or Employee as spouse or as any of the following, whether by blood or by adoption: parent, child, brother or sister, aunt or uncle, great aunt or great uncle, first cousin, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister and includes the grandfather or grandmother of the Person's spouse and the Person's fiancé or fiancée.

Approved by CHA Board of Commissioners
June 15, 2004

- (v) "Reporting individual" includes the following persons:
- (1) Each Officer; and
 - (2) Each Employee who is compensated for services or occupies a budgeted position as an Employee at a rate established by the Ethics Officer pursuant to Article III, Section 1(a).
- (w) "Resolution" means any resolution, amendment, report or any other matter pending or proposed to the Board of Commissioners or a committee or a subcommittee including any other matters which may be the subject of a Board of Commissioners' action.
- (x) "Seeking to do business" means (1) taking any action within the past six (6) months to obtain a contract or business from the CHA when, if such action were successful, it would result in the Person's doing business with the CHA; and (2) the contract or business sought has not been awarded to any Person.
- (y) "Subcontractors" means any entity or Person (including officers, agents, or employees acting within the scope of their employment) paid, directly or indirectly, with CHA funds for services which will inure to the benefit of the CHA, regardless of the nature of the relationship of such individual to the CHA for purposes other than this policy.
- (z) "Vendor" means any Person who has provided goods or services to the CHA pursuant to contract and has been paid an amount totaling more than \$10,000 for those goods or services within any consecutive 12-month period in the past four years.

ARTICLE II. CODE OF CONDUCT

Section 1. Fiduciary Duty

Officers and Employees of the CHA shall at all times in the performance of their duties owe a fiduciary duty to the CHA.

Section 2. Applicability

This Policy applies to all CHA Officers, Employees, Contractors and Subcontractors. All Officers, Employees and Contractors shall sign a statement acknowledging that they (1) have received a copy of this Policy, (2) have read its contents, (3) agree to adhere to its provisions, and (4) may be subject to sanctions, up to and including immediate dismissal or removal, if they violate any provisions of this Policy.

Approved by CHA Board of Commissioners
June 15, 2004

Section 3. Improper Influence

No Officer or Employee shall make, participate in making or in any way attempt to use his position to influence any CHA decision or action in which he knows or has reason to know that he has any Economic interest distinguishable from its effect on the public generally.

Section 4. Offering, Receiving and Soliciting Gifts or Favors

- (a) No Person shall give to any Officer or Employee, or to the spouse or minor child of either of them, or any Immediate family member residing with the Officer or Employee, and none of them shall solicit or accept, any anonymous gift.
- (b) No Person shall give or offer to give to any Officer, Employee or Contractor, or to the spouse or minor child of either of them, or any Immediate family member residing with the Official or Employee, and none of them shall accept, anything of value, including, but not limited to, a gift, favor or promise of future employment, based upon any mutual understanding, either explicit or implicit, that the votes, official actions, decisions or judgments of any Officer, Employee or Contractor, concerning the business of the CHA would be influenced thereby. It shall be presumed that a nonmonetary gift having a value of less than \$50.00 does not involve such an understanding.
- (c) No Person who has an Economic interest in a specific CHA business, service or regulatory transaction, shall give, directly or indirectly, to any CHA Officer or Employee whose decision or action may substantially affect such transaction, or to the spouse, minor child of any of them, or any Immediate family member residing with the Officer or Employee, and none of them shall accept, any gift of (i) cash or its equivalent regardless of value, or (ii) an item or service other than a gift with a value of less than \$50.00 as long as the items or services from any one source do not exceed a cumulative value of \$100 during any calendar year. Nothing herein shall be construed to prohibit any such Person from accepting any gift from a Relative.
- (d) Except as prohibited in subsections (a) and (b), nothing in this section shall prohibit any Person from giving or receiving: (i) an award publicly presented in recognition of public service; (ii) commercially reasonable loans evidenced in writing with repayment due by a date certain made in the ordinary course of the lender's business; (iii) political contributions, provided they are reported to the extent required by law; (iv) reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with public events, appearances or ceremonies related to official CHA business, if furnished by the sponsor of such public event.
- (e) Any gift given in violation of the provision of this section shall be turned over to the Ethics Officer, as soon as practicable, but no later than 30 days after its receipt, who shall add the gift to the inventory of CHA property.

Approved by CHA Board of Commissioners
June 15, 2004

- (f) Nothing in this section shall prohibit any Officer or Employee, or his spouse or minor child, or any Immediate family member residing with the Officer or Employee, from accepting a gift on the CHA's behalf; provided, however, that the Person accepting the gift shall promptly report receipt of the gift to the Ethics Officer, who shall add it to the inventory of CHA property.
- (g) Any Officer or Employee who receives any gift or money for participating in the course of his CHA public employment in speaking engagements, lectures, debates or organized discussion forums shall report it to the Ethics Officer within five (5) business days.

Section 5. Solicitation or Receipt of Money for Advice or Assistance

No Officer or Employee, or the spouse or minor child of any of them, or any Immediate family member residing with the Officer or Employee shall solicit or accept any money or other thing of value including, but not limited to, gifts, favors, services or promises of future employment, in return for advice or assistance on matters concerning the operation or business of the CHA; provided, however, that nothing in this section shall prevent an Officer or Employee or the spouse of an Officer or Employee from accepting compensation for services wholly unrelated to the Officer's or Employee's CHA duties and responsibilities and rendered as part of his or her non-CHA employment, occupation or profession if the Employee has complied with the approval provisions of Article II, Section 11.

Section 6. CHA-Owned Property

No Officer, Employee, or Contractor shall engage in or permit the unauthorized use of CHA-owned property. Nothing in this provision prohibits Officers and Employees from utilizing telephone, facsimile, pagers, and computer equipment for limited personal use consistent with CHA's Communications Equipment Policy.

Section 7. Use or Disclosure of Confidential Information

No current or former Officer or Employee shall use or disclose, other than in the performance of his official duties and responsibilities, or as may be required by law, confidential information gained in the course of or by reason of his position or employment. For purposes of this section, "confidential information" means any information that may not be obtained pursuant to the Illinois Freedom of Information Act, or disclosed under the Illinois Open Meetings Act, or obtained without a court order.

Section 8. Conflicts of Interest; Appearance of Impropriety

- (a) No Officer or Employee shall make or participate in the making of any policy, governmental, or administrative decision with respect to any matter in which he has any Economic interest distinguishable from that of the general public.

Approved by CHA Board of Commissioners
June 15, 2004

(b) To avoid even the appearance of impropriety, any Officer who:

- (1) has any Economic interest in any matter pending before the CHA distinguishable from that of the general public; or
- (2) has a Business relationship with a Person or entity with a matter pending before the CHA Board of Commissioners or any board committee that requires board action,

shall publicly disclose the nature and extent of such interest or Business relationship on the records of proceedings of the Board of Commissioners, and shall also notify the Ethics Officer of such interest within 72 hours of delivery of information regarding the matter to the board member, or as soon thereafter as the member is or should be aware of such potential conflict of interest. The Ethics Officer shall make such disclosures available for public inspection and copying immediately upon receipt. The board member shall abstain from voting on the matter but shall be counted present for purposes of a quorum. The obligation to report a potential conflict of interest under this subsection arises as soon as the member of the CHA Board of Commissioners is or should be aware of such potential conflict.

(c) Any Officer or Employee who has a Financial interest in any matter pending before the CHA shall disclose the nature of such interest to the Ethics Officer and the General Counsel and, if the matter is pending in his own department, to the head of the department, except as provided by subsection (b). The obligation to report under this subsection arises as soon as the Officer or Employee is or should be aware of the pendency of the matter. This subsection does not apply to applications for health, disability or workers' compensation benefits.

Section 9. Representation of Other Persons

(a) No Officer or Employee may represent, or have an Economic interest in the representation of, any Person other than the CHA in any formal or informal proceeding or transaction before the CHA in which the CHA's action or non-action is of a nonministerial nature; provided that nothing in this subsection shall preclude any Employee from performing the duties of his employment, or any appointed Officer from appearing without compensation before the CHA on behalf of his constituents in the course of his duties as an appointed Officer.

(b) No Officer or Employee may have an Economic interest in the representation of any Person, in any judicial or quasi-judicial proceeding before any administrative agency or court in which the CHA is a party and that Person's interest is adverse to that of the CHA, or in any judicial or quasi-judicial proceeding before any administrative agency or court in which the CHA may be liable for the judgment or may be obligated to indemnify any of the parties.

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- (c) No Officer or Employee may represent any Person in the circumstances described in subsection (a) or (b) unless the matter is wholly unrelated to the Officer's or Employee's CHA duties and responsibilities.

Section 10. Post-Employment Restrictions

- (a) No former Officer or Employee shall assist or represent any Person other than the CHA in any judicial or administrative proceeding involving the CHA, if the Officer or Employee was counsel of record or participated personally and substantially in the proceeding during his term of office or employment.
- (b) No former Officer or Employee shall, for a period of one year after the termination of the Officer's or Employee's term of office or employment, assist or represent any person in any business transaction involving the CHA, if the Officer or Employee participated personally and substantially in the subject matter of the transaction during his term of office or employment; provided, that if the Officer or Employee exercised contract management authority with respect to a contract this prohibition shall be permanent as to that contract.
- (c) The provisions of subsection (b) do not apply to any former Officer or Employee who is acting within the scope of his employment while employed by any other governmental unit.

Section 11. Outside Employment

An Employee desiring to engage in outside employment shall obtain a written request for approval from his department head before accepting employment. The department should provide copies of the written request form for outside employment to the Ethics Officer, Human Resources Director, and the General Counsel. A copy of the approved application shall be kept permanently in the Employee's personnel file. No Officer or Employee shall engage in any outside employment that conflicts with any provision of this Policy.

Section 12. Interest in CHA Business

No Officer or Employee shall have a Financial interest in his own name or in the name of any other Person in any contract, subcontract, work or business of the CHA, or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid with funds belonging to or administered by the CHA. Compensation for property taken pursuant to the CHA's eminent domain power shall not constitute a Financial interest within the meaning of this section. Unless sold pursuant to a process of competitive bidding following public notice, no Officer or Employee shall have a Financial interest in the purchase of any property that (i) belongs to the CHA, or (ii) is sold by virtue of legal process initiated by the CHA. No Officer or Employee shall engage in a transaction described in this section unless the matter is wholly unrelated to the Officer's or Employee's CHA duties and responsibilities.

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Section 13. Prohibited Conduct

- (a) No Officer or Employee or the spouse of such Officer or Employee, or any entity in which such Officer or Employee or his or her spouse has a Financial interest, shall apply for, solicit, accept or receive a loan of any amount from any Person who is either Doing business or seeking to do business with the CHA; 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. This subsection shall not apply to an entity in which the only financial interest of the Officer or Employee or his or her spouse is related to the spouse's independent occupation, profession or employment.
- (b) No Officer, or the head of any CHA department, shall knowingly retain or hire as a CHA Employee or CHA contractor any Person with whom any Officer or Employee has a Business relationship. For purposes of this section, "Business relationship," shall have that meaning attributed to it in Article I(c).

Section 14. Employment of Relatives

- (a) No Officer or Employee shall employ, advocate for employment, or supervise, in any CHA department in which said Officer or Employee serves or over which he exercises authority, supervision, or control, any Person (i) who is a Relative of said Officer or Employee, or (ii) in exchange for or in consideration of the employment of any of said Officer's or Employee's Relatives by any other Officer or Employee.
- (b) No Officer or Employee shall exercise Contract management authority where any Relative of the Officer or Employee is employed by or has contracts with Persons doing CHA work over which the Officer or Employee has exercised or exercises Contract management authority over any CHA contract if a Relative of the Officer or Employee will perform any part of the contract, or will derive an economic benefit from the contract, or if any relative exercises or has exercised contract management authority over the contract.
- (c) No Officer or Employee shall use or permit the use of his position to assist any Relative in securing employment or contracts with Persons over whom the Employee or Officer exercises Contract management authority. The employment of or contracting with a Relative of such a CHA Officer or Employee by such a Person within six months prior to, during the term of, or six months subsequent to the period of a CHA contract shall create a rebuttable presumption that said employment or contract was obtained in violation of this Policy .

Section 15. Solicitation or Acceptance of Political Contributions and Membership on Political Fundraising Committees

- (a) The Hatch Act, 5 U.S.C. §1501 et. seq. restricts the political activity of Employees in that they (i) may not be candidates for public office in a partisan election; (ii) may not use official authority or influence for the purpose of interfering with or affecting the results of an election or a nomination for office; or (iii) may not directly or indirectly coerce contributions from another Officer or Employee in support of a political party or candidate.
- (b) No Officer or Employee shall compel, coerce or intimidate any other Officer or Employee to make, refrain from making or solicit any Political contribution or engage in Political activities during working hours. Nothing in this section shall be construed to prevent any Officer or Employee from voluntarily making or soliciting an otherwise permissible contribution or from receiving an otherwise permissible voluntary contribution.
- (c) No Officer or Employee shall knowingly solicit or accept any Political contribution from a Person Doing business or seeking to do business with the CHA.
- (d) No Person with Contract management authority shall serve on any Political fundraising committee.

ARTICLE III. FINANCIAL DISCLOSURE

Section 1. Statements of Financial Interests

- (a) On or before January 1st of each year, the Ethics Officer shall issue a statement indicating the rate of compensation that will require reporting under this section. Such statement shall be based upon the Annual Average of the U.S. City Average Consumer Price Index for Urban Wage Earners and Clerical Workers (C.P.I.W.) published by the U.S. Department of Labor, Bureau of Labor Statistics. The statement issued by the Ethics Officer each year shall reflect the percent change that occurred between the most recently published Annual Average of the C.P.I.W. and the Annual Average published in the previous year;
- (b) Each Reporting individual shall file by May 1st of each year a verified written statement of financial interests in accordance with the provisions of this article, unless he has already filed a statement with the Ethics Officer in that calendar year. A statement of financial interests is considered filed when it is properly completed and received by the Ethics Officer.
- (c) Statements of financial interests shall also be filed by the following:
 - (i) A Person whose employment with the CHA is subject to consideration and approval by the CHA Board when the request to approve his employment is submitted to the Board for consideration;

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- (ii) Any other Person, when he becomes a Reporting individual, including Officers or Employees who become Reporting individuals because they are newly hired or appointed or are receiving pay increases.
- (d) The Department of Human Resources shall cooperate with the Ethics Officer in notifying Persons listed in subdivisions (i) and (ii) of subsection (c) of this section of their obligation to file statements of financial interests and in effecting the filing of such statements.
- (e) No Officer or Employee shall be allowed to perform his duties, nor shall receive compensation from the CHA, unless he has filed a statement of financial interests with the Ethics Officer as required by this chapter. Any Officer or Employee who fails to file a statement of financial interests shall be referred to the General Counsel and the Chair of the Board of Commissioners to determine what further action should be taken.

Section 2. Content of Statements

Statements of financial interests shall contain the following information:

- (a) The name, address, and type of any professional, business or other organization (other than the CHA) in which the Reporting individual was an officer, director, associate, partner, proprietor of employee, or served in any advisory capacity, and from which any income in excess of \$2,500.00 was derived during the previous calendar year;
- (b) The nature of any professional, business or other services rendered by the Reporting individual or by his or her spouse, or by any entity in which the Reporting individual or his or her spouse has a Financial interest, and the name and nature of the Person or entity (other than the CHA) to whom or to which such services were rendered if, during the preceding calendar year, (1) compensation in excess of \$5,000 was received for professional or other services by the Reporting individual, or by such Reporting individual's spouse, or by an entity in which the Reporting individual or his or her spouse has a Financial interest and (2) the Person or entity was doing business with the CHA;
- (c) The identity of any capital asset, including the address or legal description of real estate, from which the Reporting individual realized a capital gain of \$5,000.00 or more in the preceding calendar year other than the sale of the Reporting individual's principal place of residence;
- (d) The name of any unit of government, other than the CHA, which employed the Reporting individual during the preceding calendar year;

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- (e) The name of any Person from whom the Reporting individual received during the preceding calendar year one or more gifts or honoraria having an aggregate value in excess of \$500.00 but not including gifts from Relatives;
- (f) The name and instrument of ownership in any Person conducting business with the CHA, in which the Reporting individual had a Financial interest during the preceding calendar year. Ownership interests in publicly held corporations and Real Estate Investment Trusts ("REITS") need not be disclosed;
- (g) The identity of any Financial interest in CHA-owned real estate or real estate rented to individuals holding Section 8 Certificates, other than the principal place of residence of the Reporting individual and the address, or, if none, the legal description of the real estate, including all forms of direct or indirect ownership such as partnerships or trusts of which the corpus consists primarily of real estate;
- (h) The name of any Person Doing business with the CHA with whom the Reporting individual had a Financial interest during the preceding calendar year, and the title or description of any position held by the reporting individual in such Person;
- (i) The name and instrument of debt of all debts in excess of \$5,000.00 owed by the Reporting individual, as well as the name and instrument of debt of all debts in excess of \$5000.00 owed to the Reporting individual, but only of the creditor or debtor, respectively, or any guarantor of the debt, has done work for or business with the CHA in the preceding calendar year. Debt instruments issued by financial institutions whose normal business includes the making of loans of the kind received by the reporting individual, and which are made at the prevailing rate of interest and in accordance with other terms and conditions standard for such loans at the time the debt was contracted need not be disclosed. Debt instruments issued by publicly held corporations and purchased by the reporting individual on the open market at the price available to the public need not be disclosed; and
- (j) That such reporting individual has not accepted or attempted to accept any bribes or kickbacks from a CHA Contractor or failed to report an offer of a bribe by a CHA Contractor in connection with a CHA contract.

Section 3. Form Statement of Financial Interest

The statement of financial interests required to be filed with the Ethics Officer shall be completed by typewriting or hand printing, and shall be verified, dated, and signed by the Reporting individual personally. It shall be submitted on a form prescribed by the Ethics Officer in consultation with the General Counsel.

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Section 4. Filing of Statements

- (a) No later than February 1st of each year, the Department of Human Resources shall certify to the Ethics Officer the names of the Persons described in Art. III, Sec. 1 who are required to file a statement of financial interests. In preparing this list, the Department of Human Resources shall list the names in alphabetical order and shall file a copy of the list with the Ethics Officer. Not less than 30 days before the due date for filing statements of financial interests, the Department of Human Resources shall certify to the Ethics Officer a supplemental list of those Persons described in Art. III, Sec. 1 who have, in the interim, become subject to the statement of financial interests filing requirement. The supplemental list shall be in the same form and shall be filed in the same manner as the original list certified to the Ethics Officer. In preparing this list, and the supplemental list, the Department of Human Resources shall provide names of the departments to which the Officers and Employees have been assigned.
- (b) Not later than March 1st of each year, the Ethics Officer shall, in writing, notify all Persons required to file statements of financial interests under this Article. Notice shall be by personal delivery or mail. The Ethics Officer may effect personal delivery of such notices by delivering the notices to the various department heads of the CHA for distribution to Employees. Department heads shall notify the Ethics Officer of those Employees who have not been served with such notice by April 1st. The Ethics Officer shall then take appropriate steps to notify such Persons by mail of the filing requirements. Employees shall be notified by mail at the last known address for them appearing in CHA records. The Ethics Officer may use the Department of Human Resources to effectuate all of his obligations hereunder.
- (c) The Ethics Officer shall deliver a receipt to each Person who filed a statement under this Policy, indicating that the Person has filed such statement and the date of such filing.
- (d) All statements of financial interests shall be available for examination and duplication by the public in the Office of the General Counsel during the regular business hours of the CHA except as otherwise provided by law. Each person examining or requesting duplication of a statement of financial interests must first complete a request form prepared by the Ethics Officer. The request form shall include the name, occupation, employer, address and telephone number of the examiner as well as the date of and reasons for such examination or duplication. A separate request form must be completed for each statement of Financial interests to be examined. Requests for the examination or duplication of a statement of financial interests shall be processed as soon as is practicable. Request forms shall be available in the Office of the General Counsel.

The Ethics Officer, through the Office of the General Counsel, shall promptly notify each Person required to file a statement of financial interests of each examination or duplication of his statement by sending to such person a copy of the completed request form. Costs of

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duplicating the statement of financial interests shall be paid by the person requesting duplication.

- (e) No person shall use information in or copied from statements of financial interests required to be filed by this Policy or from lists compiled from such statements for any commercial purpose.

Section 5. Failure to File Statement by Deadline

- (a) If any Person who is required to file a statement of financial interests by May 1st of any year fails to file such a statement, the Ethics Officer shall by May 15th, notify such Person by certified mail of his failure to file by the specified date. Such Person shall file his statement on or before May 31st, along with a late filing fee of \$30.00. Any Person who fails to file his statement on or before May 31 shall be subject to a fine of \$10.00 per day until the statement is filed, up to a maximum of \$100.00. Failure to file by May 31st shall constitute a violation of this Policy, except as provided in subsection (c).
- (b) Any Person who first becomes subject to the requirement to file a statement of financial interests within 30 days prior to May 1st of any year shall be notified at that time by the appointing or employing authority of the obligation to file and shall file his statement at any time on or before May 31st without penalty. The appointing or employing authority shall notify the Ethics Officer of the identity of such Persons. If such Person fails to file such statement by May 31st, the Ethics Officer shall, within seven days after May 31st, notify such Person by certified mail of his failure to file by the specified date. Such Person shall file his statement of financial interests on or before June 15th, along with a late filing fee of \$30.00, with the Ethics Officer. Failure to file by June 15th shall constitute a violation of this Policy, except as provided in subsection (c).
- (c) Any Person who is required to file a statement of financial interests may effect one 30-day extension of time for filing the statement by filing with the Ethics Officer not less than ten 10 days before the date on which the statement is due, a declaration of his intention to defer the filing of the statement. The filing of such declaration shall suspend application of the late filing fee for the duration of the extension. Failure to file by the extended deadline shall constitute a violation of this chapter. A declaration of intention to defer filing is considered filed upon receipt by the Ethics Officer.

ARTICLE IV. CHA ETHICS OFFICER

Section 1. Appointment of Ethics Officer

There is hereby created and established the position of Ethics Officer. The Ethics Officer shall be responsible for monitoring and enforcing the Policy. The Ethics Officer shall be appointed by the General Counsel with preference given to an independent contractor outside of the CHA.

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Section 2. Powers and Duties

In addition to other powers and duties specifically mentioned in this Policy, the Ethics Officer shall have the following powers and duties:

- (a) To initiate and to receive complaints of violations of any of the provisions of this Policy and to investigate and act upon such complaints as provided by this Policy;
- (b) To conduct investigations, inquiries and hearings concerning any matter covered by this Policy, and to certify his own acts and records. In the process of investigating complaints of violations of this Policy, the Ethics Officer may request the issuance of a subpoena by the appropriate authority. The Ethics Officer may exercise appropriate discretion in determining whether to investigate and whether to act upon any particular complaint or conduct. When the Ethics Officer determines that assistance is needed in conducting investigations, or when required by law, the Ethics Officer shall request the assistance of other appropriate agencies;
- (c) To require the cooperation of Officers, Employees and other Persons whose conduct is regulated by this Policy, in investigating alleged violations of this Policy. Information reasonably related to an investigation shall be made available to the Ethics Officer by such Persons on written request;
- (d) To consult with Officers and Employees on matters involving ethical conduct;
- (e) To recommend such administrative action as he may deem appropriate to effectuate this Policy;
- (f) To request the assistance of the Office of the General Counsel to conduct research and analysis in the field of governmental ethics;
- (g) To prescribe forms for the disclosure and registration of information as provided in this Policy;
- (h) With the assistance of the Office of the General Counsel, to render advisory opinions with respect to the provisions of this Policy based upon a real or hypothetical set of circumstances, when requested in writing by an Officer or Employee, or by a Person who is personally and directly involved.
- (i) To carry out such educational programs as he deems necessary to effectuate the requirements and purpose of this Policy and to maintain records of these educational activities.
- (j) To conduct an ethics education seminar to be attended or viewed by each Officer and each Person identified by the Ethics Officer within 120 days of the effective date of this amended policy or within 120 days of becoming an Officer or Employee, and every four years

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thereafter. The seminar shall educate Persons as to their duties and responsibilities under this Policy. Any Officer or Employee who fails to comply with this section shall be subject to a \$500.00 fine.

Section 3. Actions on Complaints or Investigations

- (a) The Ethics Officer may use the Office of the General Counsel to conduct investigations prior to the conclusion of an investigation. The Ethics Officer shall give the Person under investigation notice of the substance of the complaint and an opportunity to present such written information as the Person may desire, including the names of any witnesses the Person wishes to have interviewed by the Ethics Officer.
- (b) At the conclusion of an investigation, the Ethics Officer shall prepare a written report, including a summary of any investigation conducted by the Office of the General Counsel, a complete transcript of any proceeding including, but not limited to, any testimony heard by the Ethics Officer, to be duly recorded by a qualified reporter, and including recommendations for such administrative or legal action as he deems appropriate. If the Ethics Officer determines that the complaint is not sustained, he shall so state in his report and shall notify the Person investigated and any other Person whom the Ethics Officer has informed of the investigation. If the Person investigated is an Employee and the Ethics Officer finds that corrective action should be taken, the Ethics Officer shall send his report to the head of the department in which the Employee works and to the General Counsel. If the Person investigated is a department head or appointed Officer, and the Ethics Officer finds that corrective action should be taken, the Ethics Officer shall send his report to the General Counsel and Chair of the Board of Commissioners. A Person to whom the Ethics Officer has transmitted a recommendation for action shall, within thirty (30) days of receipt of the recommendation from the Ethics Officer, detail, in writing, the actions taken on the recommendation and, to the extent that the Person declines to take any recommended action, provide a statement of reasons for his decision.

Nothing in this section shall preclude the Ethics Officer from notifying a Person, prior to or during an investigation, that a complaint against him is pending and, where appropriate, recommending to him corrective action; provided, however, that any such notification and recommendation shall be made in writing and a copy thereof shall be transmitted contemporaneously by the Ethics Officer to the General Counsel.

Section 4. Confidentiality

- (a) Complaints to the Ethics Officer and investigations and recommendations thereon shall be kept confidential by the Ethics Officer, the Chair of the Board of Commissioners and the General Counsel, except as necessary to carry out the powers and duties of the Ethics Officer or to enable another Person or agency to consider and act upon the notices and recommendations of the Ethics Officer, provided that, without identifying the Person

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complained against or the specific transaction, the Ethics Officer may (a) comment publicly on the disposition of his requests and recommendations and (b) publish summary opinions to inform CHA personnel and the public about the interpretation of provisions of this Policy.

- (b) Any Officer or Employee who is found to have publicly disclosed any information relating to an investigation or findings under this policy unless such disclosure is otherwise permitted under this policy, may be subject to sanctions up to and including dismissal or removal.

Section 5. Investigations by Other Agencies

- (a) If the Ethics Officer is reliably informed that a matter under investigation is also a matter under investigation by a law enforcement agency, the Ethics Officer may, but is not required to, suspend his investigation. If an investigation is suspended the Ethics Officer may reinstate his investigation upon the conclusion of the investigation by the law enforcement agency.
- (b) If the Ethics Officer has a reasonable basis for concluding that an investigation has revealed criminal conduct, the Ethics Officer shall refer the matter to the appropriate law enforcement authority.

ARTICLE V. PENALTIES FOR VIOLATION

Section 1. Sanctions

- (a) Any Officer or Employee found to have violated any of the provisions of this Policy, or to have furnished false or misleading information to the Ethics Officer with the intent to mislead, shall be subject to employment sanctions, including discharge, in accordance with procedures under which the Officer or Employee may otherwise be disciplined. Any Officer or Employee who intentionally files a false or misleading statement of financial interests, or knowingly fails to file a statement within the time prescribed in this Policy, or otherwise violates any provision of this Policy, shall be subject to sanctions up to and including dismissal or removal from office. The sanctions imposed by this subsection shall be in addition to any other applicable penalty.
- (b) Any Officer or Employee who intentionally violates any provision of Article II, Section 1 or Article II, Section 6 in a manner that would constitute a violation of Section 5-15 of the State Officials and Employees Ethics Act if the illegal action were committed by an employee or officer of the state government is guilty of a Class A misdemeanor as defined in the Illinois Criminal Code.
- (c) Any Person who solicits, offers, makes or accepts a gift in a manner which would constitute a violation of Section 10-10 of the State Officials and Employees Ethics Act if the illegal

action were committed by an employee or official of the state government shall be subject to a fine of not less than \$1,001 and not more than \$5,000.

- (d) Any Officer, Employee or Contractor who fails to provide documents or information requested by the Ethics Officer shall be subject to employment sanctions, removal from office or cancellation of contract rights.
- (e) Any CHA contractor found to have violated any provision of this Policy may be prohibited from entering into any contract with the CHA for one year.
- (f) All CHA contracts shall include a provision requiring compliance with this Policy. Any contracts negotiated, entered into, or performed in violation of any of the provisions of this Policy shall be void and/or voidable by the CHA. Any official action of the CHA obtained or undertaken in violation of any of the provisions of this Policy shall be invalid and without any force or effect whatsoever.

Section 2. Other Remedies and Policies

- (a) Nothing in this Policy shall preclude the CHA from maintaining an action for an accounting for any pecuniary benefit received by any Person in violation of this Policy or other law, or to recover damages for any acts or practices in violation of this Policy.
- (b) The procedures and penalties provided in this Policy are supplemental and do not limit either the power of the CHA to discipline Officers or Employees or take appropriate administrative action or to adopt more restrictive rules. Nothing in this Policy is intended to repeal or is to be construed as repealing the provisions of any other Policy.

Section 3. Access to list of CHA Vendors

- (a) The Department of Procurement and Contracts shall compile a list of all current CHA Vendors. The list shall be updated on a monthly basis and shall be made available to all Officers and senior staff by way of computer network. The list shall be made available to other Employees and to the public by: (1) the provision of a computer terminal that is placed in a readily accessible location; and (2) the provision of a telephone number which such persons may call with inquiries.
- (b) There shall be a presumption that any Person who reasonably relies on the aforementioned list to comply with this Policy is not in violation of the Policy if the purported violation is related to the identity of any CHA Vendor.

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**INSTRUCTIONS TO OFFERORS
NON-CONSTRUCTION**

HUD 5369-B

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

- (a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
- (b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.
- (c) Offers for services other than those specified will not be considered.

2. Submission of Offers

- (a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
- (b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
- (c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Offerors shall acknowledge receipt of any amendments to this solicitation by
- (1) signing and returning the amendment;
 - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
 - (3) letter or telegram, or
 - (4) facsimile, if facsimile offers are authorized in the solicitation.
- The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

- (a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -
- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

**CERTIFICATIONS AND
REPRESENTATION OF OFFERORS
NON-CONSTRUCTION CONTRACT
HUD 5369-C**

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/offerors 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 CONTRACT CONDITIONS
FOR
NON-CONSTRUCTION CONTRACTS
SECTION I – (WITH OR WITHOUT MAINTENANCE WORK)**

HUD 5370-C

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. 12/31/2011)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

- (a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) Prohibition.

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

**EQUAL EMPLOYMENT OPPORTUNITY
COMPLIANCE CERTIFICATE**

CHICAGO HOUSING AUTHORITY
Department of Procurement & Contracts

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

(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

