



**Housing Authority of
COOK COUNTY**

**REQUEST FOR PROPOSALS
FOR
LOW-VOLTAGE SERVICES FOR HOUSING AUTHORITY
OF COOK COUNTY AND AFFILIATED ENTITIES**

RFP # 2023-100-003

PROPOSAL DUE DATE & TIME:
February 17, 2023 AT 2:00 P.M. (CST)

**INTERESTED PROPOSERS ARE TO EXECUTE AND SUBMIT FIVE (5) COMPLETE PACKAGES
(ONE (1) ORIGINAL, ONE (1) ELECTRONIC AND THREE (3) COPIES)**

(ONE) FEE PROPOSAL MUST BE INCLUDED IN SEPARATE, SEALED ENVELOPE

ALL PROPOSALS AND OTHER COMMUNICATIONS

MUST BE ADDRESSED AND RETURNED TO:

HOUSING AUTHORITY OF COOK COUNTY
DEPARTMENT OF PROCUREMENT SERVICES
175 WEST JACKSON BOULEVARD, SUITE 350
CHICAGO, ILLINOIS 60604

ATTENTION: DEBORAH O'DONNELL, PROCUREMENT MANAGER

Proposals must clearly indicate the name of the project, "**LOW-VOLTAGE SERVICES FOR HOUSING AUTHORITY OF COOK COUNTY AND AFFILIATED ENTITIES**", the Specification Number "**2023-100-003**" and the time and the date specified for receipt. The name and the address of the Proposer must be clearly printed on all correspondence. Proposals will be accepted at the Housing Authority of Cook County, until **2:00 p.m. (CST), February 17, 2023**.

**RICHARD J. MONOCCHIO
EXECUTIVE DIRECTOR**

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INTRODUCTION

The Agency

HACC is a municipal corporation, formed under the United States Act of 1937, charged with providing decent, safe and affordable housing for low-income persons. HACC provides publicly assisted housing, comprised of conventional public housing and Section 8 housing. HACC currently manages nearly 2,100 public housing units located in suburban Cook County including Evanston, Skokie, Niles, Wheeling, Des Plaines, Franklin Park, Arlington Heights, Ford Heights, Chicago Heights, Park Forest, Robbins, Summit and Harvey. Additionally, HACC's Housing Choice Voucher Program serves over 12,000 households, including seniors, persons with disabilities and families with children.

The United States Department of Housing and Urban Development (HUD) provides the funding for this work and therefore all work performed must be in compliance with all rules and regulations of this program, and all other applicable Federal regulations including, but not limited to, Handicap Accessibility (Section 504), Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards (UFAS), Davis-Bacon wage requirements, Environmental Protection Agency rules and regulations, HUD's Modernization Design Standards and Federal procurement requirements. In addition to the Federal laws, rules and regulations, all work must also be performed in compliance with state, county and local laws and regulations. The HACC is a committed partner in the community's effort to revitalize neighborhoods and foster economic development, as well as to provide quality, affordable housing.

The Request for Proposals (RFP)

The Housing Authority of Cook County is seeking proposals from qualified, licensed and bonded entities with demonstrated competence and experience to provide low voltages services to HACC's owned and managed properties.

This Request for Proposals contains submission requirements, scope of services, period of services, terms and conditions and other pertinent information for submitting a proper and responsive proposal. Prospective Proposers desiring any explanation or interpretation of the solicitation must request it, in writing, by the deadline identified in this RFP (see p. 4 RFP INFORMATION AT A GLANCE). The request must be addressed to the Procurement & Contracting Department, and sent via email to dodonnell@thehacc.org by mail. Any information given to a prospective Proposer about this solicitation will be furnished to all other prospective Proposers as a written amendment to the solicitation.

All responses to the RFP must be enclosed in a sealed package and labeled as follows:

**Housing Authority of Cook County
Deborah O'Donnell, Procurement Manager
Procurement & Contracting Department
175 W Jackson Blvd, Suite 350
Chicago, Illinois 60604**

RFP# 2023-100-003

**Due Date and Time: February 17, 2023 by 2:00 PM (CST)
PROPOSALS INCLUDED- DO NOT OPEN**

Late submissions will not be accepted. Submissions received prior to the opening will be held in confidence until the opening. After evaluation of the responses, the Contract will be awarded to the most responsible/responsive Proposer(s) representing the "Best Value" to HACC.

Notice: Contact with members of HACC Board of Commissioners, or HACC officers and employees other than the contact person shown above, by any prospective Proposer, after publication of the RFP and prior to the execution of a contract with the successful Proposer(s) could result in disqualification of your proposal. In fairness to all prospective Proposal(s) during the RFP process, if HACC meets in person with anyone representing a potential provider of these services to discuss this RFP other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to ensure no Proposer has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the RFP, or possible personal presentations after written qualifications have been received and evaluated.

RFP INFORMATION AT A GLANCE

HACC CONTACT PERSON	Procurement & Contracting Specialist Deborah O'Donnell dodonnell@thehacc.org
HOW TO OBTAIN THE RFP DOCUMENTS	Access: www.thehacc.org .
HOW TO FULLY RESPOND TO THIS RFP	Submit 1 unbound original, 3 bound copies and 1 electronic copy (Flash Drive) of your proposal to HACC's Procurement & Contracting Department in the format as described under item 5.0, Form of Proposal. Use the submittal checklist (Form of Proposal- Attachment B) on page 23.
DATE ISSUED	January 18, 2023
Q & A DEADLINE	January 27, 2023 by 12:00 P.M.
RFP SUBMITAL RETURN & DEADLINE	February 17, 2023 at 2:00 P.M. HACC Procurement & Contracting Department 175 W Jackson Blvd, Suite 350, Chicago IL 60604
ANTICIPATED AWARD DATE	March 2023

REQUEST FOR PROPOSAL

1.0 GENERAL INFORMATION:

- 1.1 **Statement of Purpose:** The Housing Authority of Cook County and its affiliated entities (HACC) are seeking proposals from qualified, licensed and bonded entities with demonstrated competence and experience to provide low-voltage services. The initial term of the service agreement (Contract) will be (3) year(s) with two (2) additional one (1) year renewal options. Renewal Options must be agreed to in writing by both parties.
- 1.2 Prospective Proposers acknowledge by downloading and receiving the RFP documents and/or by submitting a proposal, HACC is not a right by which to be awarded a contract, but merely is an offer by the prospective Proposer to perform the requirements of the RFP documents in the event HACC decides to consider to award a contract to that Proposer.
- 1.3 **Proposer's Responsibilities-Contact with HACC:** It is the responsibility of the Proposer to address all communication and correspondences pertaining to this RFP process to HACC contact person listed herein only. Proposers must not make inquiry or communicate with any other HACC staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for HACC to not consider a proposal received from any Proposer who has not followed this directive during the RFP solicitation process. The HACC will not conduct any ex parte conversations which may give one prospective Proposer an advantage over other prospective Proposers.
- 1.4 **Type of Contract resulting from RFP:** Indefinite Delivery/Indefinite Quantity Contract

2.0 HACC'S RESERVATION OF RIGHTS:

- 2.1 HACC reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by HACC to be in its best interest.
- 2.2 HACC reserves the right not to award a contract pursuant to this RFP.
- 2.3 HACC reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 14 days written notice to the successful Proposer(s).
- 2.4 HACC reserves the right to determine the days, hours and locations that the successful Proposer(s) shall provide the services called for in this RFP.
- 2.5 HACC reserves the right to retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without written consent from HACC.
- 2.6 HACC reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 2.7 HACC shall have no obligation to compensate any Proposer for any costs incurred in responding to this RFP.
- 2.8 HACC reserves the right to, at any time during the RFP or contract process, to prohibit any further participation by a Proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective Proposer further agrees that he/she will inform HACC in writing within five (5) days of the discovery of any item that is issued thereafter by HACC that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve HACC, but not prospective Proposer, of any responsibility pertaining to such issue.
- 2.9 HACC reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on HACC's website (www.thehacc.org) and such changes that are issued before the proposal submission deadline shall be binding upon all prospective Proposers.

- 2.10 In the case of rejection of all proposals, HACC reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgement of HACC, the best interest of HACC will be promoted.
- 2.11 HACC reserves the right to, without liability; cancel the award of any proposal(s) at any time before execution of the contract documents by all parties.
- 2.12 HACC reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to HACC, if:
 - 2.12.1 Funding is not available
 - 2.12.2 Legal restrictions are placed upon the expenditure of monies for this category of services or supplies; or
 - 2.12.3 HACC's requirements in good faith change after award of the contract, documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on HACC's website (www.thehacc.org) and such changes that are issued before the proposal submission deadline shall be binding upon all prospective Proposers.
- 2.13 HACC reserves the right to make an award to more than one Proposer, if in the judgement of HACC, the best interest of HACC will be promoted.
- 2.14 HACC reserves the right to require additional information from all Proposers to determine level of responsibility. Such information shall be submitted in the form required by HACC within two (2) days of written request.
- 2.15 HACC reserves the right to amend the contract any time prior to contract execution.
- 2.16 HACC reserves the right to require the Proposer to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this RFP and any resulting contract.
- 2.17 HACC reserves the right to contact any individuals, entities, or organizations that have had business relationships with the Proposer regardless of their inclusion in the reference section of the proposal submitted.
- 2.18 In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Proposer, HACC reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Proposer to cover costs for interim service and/or cover the difference of a higher cost (difference between terminated Proposer's rate and the new company's rate) beginning the date of Proposer's termination through the contract expiration date.
- 2.19 HACC reserves the right to award all, part, or none of the materials and/or services specified in this RFP as determined to be in the best interest of HACC.
- 2.20 HACC reserves the right to negotiate the fees proposed by the Proposer entity.
- 2.21 HACC reserves the right to a minimum acceptance period of 90 calendar days. "Acceptance Period" means the number of calendar days available to HACC for awarding a contract from the date specified in this solicitation for the receipt of proposals.
- 2.22 HACC reserves the right, if it is in its best interest to do so, to request a change in products (i.e. brand or type of product) used by the Proposer should the product be deficient and/or not in accordance with the Authority's Standards.

3.0 **GENERAL CONDITIONS:**

- 3.1 The Proposer(s) shall provide labor and materials as needed for **low-voltage services** per the enclosed scope of work/technical specifications (**see Attachment A**).
- 3.2 The successful Proposer must provide one system only for all functions as described in **Attachment A**.

- 3.3 Regulatory Requirements:** Proposer(s) shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this RFP.
- 3.4 Contact Number and Response Time:** The successful Proposer shall provide a contact person including name, phone number, and email address. The contact person will respond to issues within twenty-four (24) hours from initial contact by HACC.
- 3.5 Proposal Prices:** Proposers are advised that the Fees shall be all inclusive and fully burdened to accomplish the work as specified in this RFP and any resulting contract.

4.0 CONDITIONS TO BID:

- 4.1 Pre-Qualification of Proposers:** Prospective Proposer will not be required to pre-qualify in order to submit a proposal. However, all Proposers will be required to submit adequate information showing the Proposer is qualified to perform the required work. Failure by the prospective Proposer to provide the requested information may, at HACC's discretion, eliminate that Proposer from consideration, provided that all Proposers were required to submit the same information.
- 4.2 RFP Forms, Documents, Specifications and Drawings:**
- 4.2.1** Prior to submitting a proposal in response to the RFP, it shall be each prospective Proposer's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this RFP.
- 4.3 Submission and Receipts by HACC:**
- 4.3.1 Time for Receiving Proposals:** Proposals received prior to the proposal submittal deadline shall be securely kept, unopened, by HACC. The Procurement & Contracting Specialist whose duty it is to open such proposals, will decide when the specified time has arrived. No proposal received after the designated deadline shall be considered.
- 4.3.1.1** Proposers are cautioned that any proposal that is time stamped as being received by HACC after the exact time set as the deadline for receiving of proposals shall not be considered. Any such proposal inadvertently opened shall be ruled to be invalid. No responsibility will attach to HACC or any official or employee thereof, for the pre-opening of, or failure to open a proposal not properly addressed and identified.
- 4.3.1.2** A total of one (1) original unbound signature copy, four (4) bound copies and one (1) electronic (CD or Flash Drive) copy shall be placed unfolded in a sealed package with the Proposer's name and return address and addressed as follows:

**Housing Authority of Cook County
Procurement & Contracting Department
Deborah O'Donnell, Procurement Manager
175 W Jackson Blvd, Suite 350
Chicago, IL 60443**

RFP # 2023-100-003

**Due Date and Time: February 17, 2023; 2:00 P.M. (CST)
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- 4.3.2 Withdrawal of Proposals:** Proposals may be withdrawn as detailed within **Section 6 of Form HUD-5369-B, Late Submissions, Modifications and Withdrawal of Bids**. Negligence on the part of the Proposer preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been received and opened.
- 4.3.2.1 Procedure to withdraw proposal submittal:** A request for withdrawal of a proposal due to a purported error need not be considered by HACC unless filed in writing by the Proposer within 48 hours after the proposal deadline. Any such request shall

contain a full explanation of any purported error and shall, if requested by HACC, be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and was prepared by the Proposer or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as HACC retains the right to accept or reject any proposed withdrawal for a mistake.

4.4 Exceptions to Specifications:

- 4.4.1** A prospective Proposer may take exception to any of the proposal documents or any part of the information contained therein, by submitting, in writing to the HACC Contract and Procurement Specialist, at least seven (7) days prior to the proposal submission deadline, a complete and specific explanation as to what he/she is taking exception. Proposed alternate documents or information must also be included. HACC reserves the right to agree with the prospective Proposer and issue a revision to the applicable RFP requirements, or may reject the prospective Proposer's request.
- 4.4.2** When taking exception, prospective Proposers must propose services that meet the requirements of the RFP documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by the HACC officers not already listed within the RFP documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

5.0 FORM OF PROPOSAL:

- 5.1** The proposal shall be submitted in the manner as detailed in Section 4.3.1.2 and include the following information. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal, and may, at the discretion of the HACC Contract and Procurement Specialist, eliminate that Proposer from consideration for award.
- 5.2** **Required Forms:** All required forms furnished by HACC as a part of this RFP shall, as instructed, be fully completed and submitted by the Proposer. Such forms may be completed in a legible handwritten fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the Proposer must "edit" the form back to its original form (for example, signature lines must appear on the page which the line was originally intended)
- 5.3** **Tabbed Proposal Submittal:** HACC intends to retain the successful Proposer pursuant to a "Best Value" basis, not a "Low Bid" basis. Therefore, so that HACC can properly evaluate the proposals received, **all proposals submitted in response to this RFP shall be formatted in accordance with the sequence noted below (Tab 1 to Tab 10).**
- 5.3.1** **TAB 1, Form of Proposal:** This Form is attached hereto as **(Attachment B)** to this RFP document. This one-page Form must be fully completed, and submitted under this tab as a part of the proposal submittal. The proposed fee section of this form will be intentionally left blank in the proposal submittals.
- 5.3.2** **TAB 2, Costs-Proposed Fees:** Proposed Cost of the Installation/Conversion Work Plan - Provide a Respondent created form for the proposed cost of providing internet services. The form should be simple and easily understood. The proposed cost shall be firm and the price set forth therein will not be subject to increase by the Respondent for a period of at least 120 days from the date of the proposal opening. All pricing may be subject to negotiations.
- 5.3.3** **TAB 3, Proposer's Certification Form:** This Form is attached hereto as **(ATTACHMENT D)** to this RFP document and must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

5.3.4 Tab 4, HUD Forms:

5.3.4.1 HUD-5369-C: This Form is attached hereto as **Attachment E** to this RFP document. This Form must be fully completed, executed where provided thereon and submitted as a part of the proposal submittal.

5.3.4.2 Additional HUD Forms: HUD Forms 5369-B, and 5370-C, attached hereto as **Attachment E**, shall be acknowledged with a signature and date on the Proposal Acknowledgement Sheet with **Attachment C** (Proposed Costs).

5.3.4.3 HUD forms: Please note that the Authority has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as part of this RFP.

5.3.5 Tab 5, Section 3 Documents

5.3.5.1 Section 3 Plan: All Proposers are required to review and fully execute the Section 3 Plan (**Attachment F**).

5.3.5.2 Section 3 Business Self-Certification (Optional): This Form attached hereto as **Attachment G** is optional and only should be filled out by those businesses wanting to register as a Section 3 Business. Additional documentation may be requested by HACC to verify information submitted on the Section 3 Business Self-Certification Form.

5.3.5.3 Preference for Section 3 Business Concerns in Contracting Opportunities (Reference): This Document is attached hereto as **Attachment H** and details the different types of Section 3 priorities. Proposers may claim for additional Economic Inclusion points. Claiming a Section 3 Priority is optional. This Document does not need to be included with the proposal submittal as it is for reference only. However, any Proposer claiming a Section 3 Priority shall submit, as stated in **Attachment H**, documentation to verify the selected Priority under this tab.

5.3.6 TAB 6. Small Business (SWMBE) Utilization Plan: This Form is attached hereto as **Attachment I** to this RFP document and must be fully completed, executed where provided thereon, if applicable, and submitted under this tab as a part of the proposal submittal. The Proposer shall include hereunder a plan to assist HACC in its goal to establish participation by small businesses, minority-owned businesses, and women- owned business enterprises, labor surplus area businesses, and Section 3 business concerns in HACC prime contracts and subcontracting opportunities. Proposers must make a good faith effort to subcontract with said companies. Opportunities to subcontract with said companies should be listed here. **If compliance cannot be obtained, the Proposer is asked to provide written documentation with the proposal as to why he/she could not obtain such participation.**

5.3.7 TAB 7. List of Past Performance/Experience/Client Information: This Form is attached hereto as **Attachment J** to this RFP document and must be fully completed, executed where provided thereon, if applicable, and submitted under this tab as a part of the bid submittal. The Bidder must submit under this tab a concise description of past performance, experience and client information in performing similar contract work substantially similar to that required by this solicitation. The Bidders shall submit three (3) former or current clients, preferably other than HACC, for whom the Bidder has performed similar or like services to those being proposed herein.

5.3.8 Tab 8. Profile of Firm Form: (Attachment K) The Proposer shall complete this form giving details of company.

5.3.9 Tab 9. Vendor Registration Form: The Vendor Registration Form is attached hereto as (**Attachment L**) to this RFP document. This two-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal by the Proposer and each sub-contractor.

5.3.10 Tab 10, Non-Collusive Affidavit: (Attachment M) The Proposer is required to confirm there was no collusion in their proposal.

6.0 **PROPOSAL EVALUATION:**

6.1 Evaluation Criteria: The evaluation committee will use the following criteria to evaluate each proposal. Each proposal has the potential to score 100 points in the initial evaluation. There are an additional 15 points available for Economic Inclusion. If interviews/presentations are conducted there are an additional 5 points available on the second evaluation (105 points total- excluding any additional points for Economic Inclusion).

6.1.1 Initial Evaluation Factors

Factor #	Evaluation Factor	Max Points
1	Capacity	25
2	Price	40
3	HACC & PHA Experience	25
4	Section 3	10
	Sub-total of points available (before additional factors and interviews/presentations)	100

6.1.2 **Interviews/Presentations:** Those Proposers within the Competitive Range, may be asked to participate in interviews/presentations to be evaluated with Best and Final Offers using same criteria as above.

6.2 Evaluation Procedure:

6.2.1 **Proposal Opening Results:** Proposals will not be opened and read publicly.

6.2.1.1 All proposal documents submitted by the Proposers are generally a matter of public record unless information is deemed to be proprietary.

6.2.2 **Initial Evaluation-Responsiveness:** Each proposal received will first be evaluated for responsiveness (i.e., meeting the minimum requirements as stated in the RFP).

6.2.3 **Evaluation-Responsibility:** HACC shall select a minimum of a three-person panel to evaluate each of the proposals submitted in response to this RFP to determine the Proposers' level of responsibility based on the evaluation factors detailed in Section 6.1. HACC intends to award a contract to the Proposer with the highest ranking scores and whose qualifications and fee proposals the Authority determines is most advantageous to HACC.

6.2.3.1 **Evaluation Committee Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on HACC's evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the evaluation committee.

6.2.3.1.1 **Contact with the Evaluation Committee:** No Proposer shall be informed, at any time during or after the RFP process, as to the identity of an evaluation committee member. If, by chance, a Proposer does become aware of the identity of such person(s), he/she **shall not** make any attempt to discuss with said person(s) anything related to this RFP. Proposers shall only contact the Procurement & Contracting Manager as detailed on p.4 RFP INFORMATION AT A GLANCE. Failure to abide by this requirement may result in the elimination of the Proposer from consideration for award.

6.2.3.2 Evaluations: The Procurement & Contracting Specialist will evaluate and award points for 'Proposed Costs' and 'Economic Inclusion Points' as these criteria are not subjective. The Evaluation Committee will evaluate and award points for the remaining evaluation criteria. After evaluations are completed, the scores will be tallied. If there is a clear winner, HACC may proceed with a recommendation to the Executive Director and Board of Commissioners. HACC reserves the right to determine a Competitive Range and proceed with a second round of evaluations which could include interviews/presentations and submission of Best and Final Proposals.

6.2.3.3 Potential "Competitive Range" or "Best and Finals" Negotiations: HACC reserves the right to conduct a second round of evaluations by establishing a Competitive Range- those firms with a reasonable chance of being awarded the contract. Proposers included in the Competitive Range will be notified of interviews/presentations. Upon completion of interviews/presentations Proposers may be asked to submit a Best and Final proposal. Best and Final proposals as well as interviews/presentations will be evaluated on a 2nd evaluation form by the same committee using same criteria from the first evaluation (defined herein Section 6.1).

6.2.3.4 Determination of Top-Ranked Proposer: After evaluations are completed, the scores will be tallied. If there is a clear winner, HACC may proceed with a recommendation to the Executive Director and Board of Commissioners.

6.2.3.4.1 Ties: In the case of a tie in points awarded, the award shall be decided by drawing lots or other random means of selection.

6.3 Mistakes in Proposal Submitted:

6.3.1 Unless otherwise prohibited within the RFP documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at HACC's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake occurred, to HACC for review. This mistake must be corrected before the issuance of any contract documents. Such correction shall not operate to give any Proposer an advantage over another.

6.4 Irregular Proposal Submittal: A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at HACC's discretion, be reason for rejection:

6.4.1 If the forms furnished by HACC are not used or are altered or if the proposed costs are not submitted as required and where provided.

6.4.2 If all requested completed attachments do not accompany the proposal submittal.

6.4.3 If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or give the Proposer submitting the same a competitive advantage over other Proposers.

6.4.4 If the Proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

6.4.5 If the individual cost proposal items submitted by a specific Proposer are unbalanced in the sense that the listed price of any cost item departs by more than 25% from HACC's cost estimate for that item.

6.5 Disqualification of Proposers: Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Proposer and the rejection of his/her proposal:

6.5.1 Evidence of collusion among prospective Proposers. Participants in such collusion will receive no recognition as Proposers or Proposers for any future work with HACC until such participant shall have been reinstated as a qualified bidder or Proposer. The names of all

participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

- 6.5.2 More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s).
- 6.5.3 Lack of competency, lack of experience and/or lack of adequate machinery and/or other resources.
- 6.5.4 Unsatisfactory performance record as shown by past work for HACC or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.
- 6.5.5 Incomplete work, which in the judgment of HACC, might hinder or prevent prompt completion of additional work, if awarded.
- 6.5.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding.
- 6.5.7 Failure to comply with any qualification requirements of HACC.
- 6.5.8 Any reason to be determined in good faith, to be in the best interests of HACC.

6.6 **Award of Proposal(s):** The successful Proposer(s) shall be determined by the top-rated responsive and responsible Proposer as determined by "Best Value", provided his/her proposal is reasonable and within budget, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of HACC, in the best interest of HACC to accept the proposal. HACC reserves the right to award to multiple Proposers if it is determined to be in the best interest of HACC. HACC reserves the right to conduct business with other companies during any contract resulting from this RFP for materials/services detailed herein, if it is determined to be in the best interest of HACC.

7.0 INSURANCE:

7.1 If a Proposer receives an award and unless otherwise waived in the Contract, the Proposer will be required to provide an original Certificate of Insurance confirming the following minimum requirements to HACC within 10 days of contract signature:

Professional Liability	Required Limits
HACC and its affiliates must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational services to HACC such as appraisers, inspectors, attorneys, engineers or consultants.	\$ 1,000,000.00
Business Automobile Liability	Required Limits
HACC and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on HACC properties.	\$500,000.00 combined Single limit, per occurrence
Workers' Compensation and Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000. Workers' Compensation is required for any vendor made up of more than one person. A Waiver of Subrogation in favor of SAHD must be included in the Workers' Compensation policy. HACC and its affiliates must be a Certificate Holder.	Statutory \$500,000.00
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at HACC properties. HACC and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000.00 per accident \$2,000,000 aggregate

8.0 **RIGHT TO PROTEST:**

8.1 Rights: Any prospective or actual Proposer, offeror, or Proposer who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures.

8.1.1 Definition: An alleged aggrieved "protestant" is a prospective Proposer or Proposers who feels that he/she has been treated inequitably by HACC and wishes HACC to correct the alleged inequitable condition or situation.

8.1.2 Eligibility: To be eligible to file a protest with HACC pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as prospective Proposer (i.e. recipient of the RFP documents) when the alleged situation occurred. HACC has no obligation to consider a protest filed by a party that does not meet these criteria.

8.1.3 Procedure: Any actual or prospective Proposer may protest the solicitation or award of a contract for material violation of HACC's Procurement Policy. Any protest against a HACC solicitation must be received before the due date for receipt of proposals and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the Procurement & Contracting Specialist for a written decision. The Procurement & Contracting Specialist shall issue a written decision and findings to the Proposer within thirty (30) days from the receipt of the written protest. This decision is then appealable to the Board of Commissioners within thirty (30) days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be marked and sent to the address as listed in the example below:

**APPEAL OF RFP # 2023-100-003
ATTN: Procurement and Contracting Department
Housing Authority of Cook County
175 W Jackson Blvd, Suite 350
Chicago, IL 60604**

9.0 **DISPUTES UNDER THE CONTRACT:**

9.1 Procedures: In the event that any matter, claim, or dispute arises between the parties, whether or not related to this RFP or any resulting contract, both parties shall be subject to non-binding mediation if agreed to by both parties within thirty (30) days of either party making a request in writing. The parties further agree that if the matter, claim or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good-faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two months after the selection of the arbitrator.

10.0 **ADDITIONAL CONSIDERATIONS**

10.1 Required Permits and Licenses: Unless otherwise stated in the RFP documents, all Federal, State or local permits and licenses which may be required to provide the services ensuing from any award of this RFP, whether or not they are known to either the HACC or the Proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful Proposer(s) and all offers submitted by the Proposer shall reflect all costs required by the successful Proposer(s) to procure and provide such necessary permits or licenses.

10.2 Taxes: HACC, a government entity, is exempt from Illinois State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

- 10.3 Government Standards:** It is the responsibility of the prospective Proposer to ensure that all items and services proposed conform to Local, State and Federal laws concerning safety (OSHA) and environmental control (EPA and Cook County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful Proposer(s) shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful Proposer(s) for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 10.4 Delivery:** All costs submitted by the successful Proposer shall reflect the cost of delivering the proposed items and/or services to the locations specified within the RFP documents or within the Contract. All costs in the proposal submittal shall be quoted as Free On Board (FOB) Destination, Freight Prepaid and allowed unless otherwise stated in this RFP.
- 10.4.1** The successful Proposer agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful Proposer. Upon default, the successful Proposer agrees that HACC may, at its option, rescind the finalized contract under the termination clause herein and seek compensatory damages as provided by law.
- 10.5 Work on HACC Property:** If the successful Proposer's work under the contract involves operations on HACC premises, the successful Proposer(s) shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to HACC.
- 10.6 Estimated Quantities:** Unless otherwise indicated, the quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. HACC does not guarantee any minimum or maximum purchase quantity.
- 10.7 Warranty:** All items installed/provided under any contract resulting from this RFP must include a minimum of a one (1) year warranty including labor and installation plus a minimum of a one (1) year warranty from the Proposer for labor, materials and installation except as specified otherwise herein. This period will begin on the date of "FINAL" acceptance by HACC. This does not overrule the product guarantees.
- 10.7.1** The services provided under the contract shall conform to all information contained within the RFP documents as well as applicable Industry Published Technical Specifications, and if one of the above-mentioned specifications contains more stringent requirements than the other, the more stringent requirements shall apply.
- 10.7.2** In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.
- 10.7.3 Assignment of Warranty:** Proposer(s) shall assign any warranties and guarantees to HACC and provide the Proposer's Warranty for Labor and Installation to HACC along with all Manufacturers' Warranty documents.
- 10.8 Official, Agent and Employees of HACC Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of HACC in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 10.9 Sub-contractors:** Unless otherwise stated within the RFP documents, the successful Proposer(s) may not use any sub-contractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of HACC. Also, any substitution of sub-contractors must be approved in writing by HACC prior to their engagement.
- 10.9.1** "Prime" Proposer(s) shall provide completed Profile of Firm Form (**Attachment J**), for all sub-contractors being proposed to work under this RFP or any resulting contract. HACC must review and approve, in writing, the use of all sub-contractors.

10.9.2 All requirements for the “Prime” Proposer(s) shall also apply to any and all sub-contractors. Regardless of subcontracting, the Prime Proposer(s) remain liable to HACC for the performance under this RFP or any resulting contract.

- 10.10 Salaries and Expenses Relating to the Successful Proposer’s Employees:** Unless otherwise stated within the RFP documents, the successful Proposer(s) shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful Proposer(s) further agrees to comply with all Federal, State and Local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 10.11 Independent Proposer:** Unless otherwise stated within the RFP documents or in the contract, the successful Proposer(s) is an independent Proposer. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 10.12 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 10.13 Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 10.14 Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this RFP. Failure to meet these timeframes may be considered a material breach, and HACC may pursue compensatory and/or liquidated damages under the contract.
- 10.15 Limitation of Liability:** In no event shall HACC be liable to the successful Proposer for any indirect, incidental, consequential or exemplary damages.
- 10.16 Indemnity:** The Proposer shall indemnify and hold harmless HACC and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any personal injury or property damage received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Proposer, any sub-contractor, or any employee, agent or representative of the Proposer or any sub-contractor, **AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF HACC. PROPOSER ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT, AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF HACC.**
- Proposer(s) shall indemnify and hold harmless HACC, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, but only to the extent caused by the negligent acts or omissions of Proposer(s), its employees, sub-contractors, suppliers, manufacturers or other persons or entities for whose acts Proposer(s) may be liable.
- 10.17 Public/Contracting Statutes.** HACC is a governmental entity as that term is defined in the procurement statutes. HACC and this RFP and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement.
- 10.18 Termination:** Any contract resulting from this RFP may be terminated under the following conditions:
- 10.18.1** By mutual consent of both parties, and
- 10.18.2 For Termination for Cause:** As detailed within the referenced HUD Forms, attached hereto:

10.18.2.1 HACC may terminate any and all contracts for default at any time in whole or in part, if the Proposer fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from, fails to correct such failures within seven (7) days or such other period as HACC may authorize or require.

10.18.2.2 Upon receipt of a notice of termination issued from HACC, the Proposer shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by HACC in the notice of termination.

10.18.2.3 HACC may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

10.18.3 Termination for Convenience: In the sole discretion of the Contracting & Procurement Specialist, HACC may terminate any and all contracts resulting from this RFP in whole or part upon fourteen (14) days prior notice to the Proposer when it is determined to be in the best interest of HACC.

10.18.4 The rights and remedies of HACC provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

10.18.5 In the event the resulting contract from this RFP is terminated for any reason, or upon its expiration, HACC shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Proposer shall transfer title and deliver to HACC any partially completed work products, deliverables, source and object code, or documentation that the Proposer has produced or acquired in the performance of any resulting contract.

10.19 Examination and Retention of Proposer's Records: HACC, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three (3) years after final payment under all contracts executed as a result of this RFP, have access to and the right to examine any of the Proposer's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

10.20 Invoicing (If applicable): Proposer(s) will only be allowed to invoice for the cost of services/goods in compliance with his/ her proposal.

10.20.1 Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, date of service, and address of service location or delivery address.

10.20.2 Proposer(s) must submit a separate invoice for each purchase order issued by HACC unless prior approval is obtained from HACC. **Proposer(s) must submit invoice within thirty (30) days after delivery of goods and/or services. If Proposer(s) fails to invoice within thirty (30) days after delivery of goods and/or services, HACC reserves the right to not pay the invoice.**

10.20.3 If offered by Proposer(s), HACC seeks a discount for early payment. HACC shall only take such a discount if earned.

10.20.4 Invoices shall be sent to the following address and/or via email payables@thehacc.org :

**Housing Authority of Cook County
Finance Department
175 W Jackson Blvd, Suite 350
Chicago, IL 60604**

10.21 Inter-local Participation

10.21.1 HACC may from time to time enter into Inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance HACC's purchasing power. At HACC's sole discretion and option, HACC may inform other Entities that they may acquire items listed in this RFP. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Proposer's acceptance.

10.21.2 In no event shall HACC be considered a dealer, remarketer, agent or other representative of Proposer or Entity. Further, HACC shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

10.21.3 Purchase orders shall be submitted to Proposer(s) by the individual entity.

10.21.4 HACC shall not be liable or responsible for any obligation, including but not limited to, payment and for any item or service ordered by an Entity, other than HACC.

10.22 Right to data and Patent Rights: HACC 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 Proposer pursuant to the terms of any resulting contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of any resulting contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

10.23 Lobbying Certification: By proposing to do business with HACC or by doing business with HACC, each Proposer certifies the following:

10.23.1No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of 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, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

10.23.2If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form "Disclosure Form to Report Lobbying", in accordance with its instructions.

10.23.3The successful Proposer shall require that the language of this certification be included in the award documents for all sub awards at all tiers, (including but not limited to sub-contractors, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

10.23.4This clause is a material misrepresentation of fact upon which reliance will be placed when the award is made or a contract is entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

10.24 Applicable Statutes, Regulations & Orders: Proposer(s) shall comply with all statutes, rules, regulations executive orders affecting procurements by Housing Authorities including but not limited to:

10.24.1 Executive Order 11246

- 10.24.2 Executive Order 11061
- 10.24.3 Copeland “Anti-Kickback” Act (18 USC 874)
- 10.24.4 Davis Bacon Act (40 USC 276a-276a-7)
- 10.24.5 Contract Work Hours & Safety Standards Act (40 USC 327-330)
- 10.24.6 Clean Air & Water Act (42 USC 1857(h); 33 USC 1368)
- 10.24.7 Energy Policy & Conservation Act (PL 94-163. 89 STAT 871)
- 10.24.8 Civil Rights Act of 1964, Title VI (PL 88-352)10.29
- 10.24.9 Civil Rights Act of 1968, Title VII (PL 90-284 Fair Housing Act)
- 10.24.10 Age Discrimination Act of 1975
- 10.24.11 Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- 10.24.12 HUD Information Bulletin 909-23
- 10.24.13 Immigration Reform & Control Act of 1986
- 10.24.14 Fair Labor Standards Act (29 USC 201 et. Seq.)

- 10.25 Additional Information:** Each provision of law and each clause, which is required by law to be inserted in this RFP or any contract, shall be deemed to have been inserted herein, and this RFP and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The fore-mentioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.
- 10.26 Conflicting Conditions:** In the even there is a conflict between the documents comprising this RFP and any resulting contracts, the following order of precedence shall govern: (1) the more restrictive terms of either: any and all attached HUD forms and the term/conditions in the body of any resulting contract; (2) the RFP; and (3) Proposer’s Response. In the event that a conflict exists between any state statute, or federal law the most restrictive terms shall apply.
- 10.27 Interpretations:** No official oral interpretation can be made to any Proposer as to the meaning of any instruction, condition, specifications, drawing (if any), or any other document issued pertaining to this RFP. Every request for an official interpretation shall be made by the prospective Proposer, in writing at least seven (7) days prior to the submission deadline. Official interpretations will be issued in the form of addenda, which will be posted on www.thehacc.org; but it shall be the prospective Proposer’s responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the RFP documents and the proposed contract with the successful Proposer and all Proposers shall be bound by such addenda, whether or not received by the prospective or successful Proposer(s).
- 10.28 Contract Form:** HACC will not execute a contract on the successful Proposer’s form. Contracts will only be executed on HACC’s form. By submitting a proposal, the successful Proposer agrees to this condition. However, HACC will consider any contract that the Proposer wishes to include therein, but the failure of HACC to include such clauses does not give the successful Proposer the right to refuse to execute HACC’s contract form. It is the responsibility of each prospective Proposer to notify HACC, in writing, with the proposal submittal of any contract clauses that he/she is not willing to include in the final executed contract. HACC will consider such clauses and determine whether or not to amend the Contract.
- 10.29** Neither HACC nor Proposer shall be held responsible for delays nor default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, HACC or Proposer’s reasonable control. Proposer shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- 10.35 Immigration Reform:** By submitting a proposal Proposer certifies compliance with the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any

individuals hired on or after November 6, 1986 who will perform any labor or services under any resulting contract.

10.36 Most Favored Customer: The Proposer agrees that if during the term of any resulting contract, the Proposer enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, the resulting Contract will at HACC's option, be amended to accord equivalent advantage to HACC.

10.37 Lapse in Insurance Coverage: In the event Proposer fails to maintain insurance as required by a resulting contract, the Proposer shall immediately cure such lapse in insurance coverage at the Proposer's expense, and pay HACC in full for all costs and expenses incurred by HACC under this Contract as a result of Proposer's failure to maintain insurance as required, including costs and reasonable attorney's fees relating to HACC's attempts to cure such lapse in insurance coverage. Such costs and attorney fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Proposers. Moreover, HACC shall retain from monies or payments owed to Proposer by HACC five percent (5%) of the value of the Contract and place this retainage into an account to cover HACC's potential exposure to liability during the period of such lapse. This retainage shall be held by HACC until six (6) months after the term of the resulting contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against HACC for any matter that should have been covered by the required insurance.

11.0 PRICE ESCALATION:

11.1 Pertaining to the ensuing contract, there shall be no escalation of the proposed unit costs allowed at any time during the awarded contract periods. The contract period will be for three (3) years with two (2) one (1) year options to renew for a maximum total of five (5) years. The successful Proposer guarantees, by submitting a proposal, that he/she will guarantee or hold without an increase all proposed costs for a period of 2 years. For the 3rd, 4th, and 5th year contract periods, HACC will consider a price increase. The successful Proposer may only do so by delivering to the Authority a written notice delivered to the Director of Planning & Development at least 120 days prior to the end of the contract period. Stating reason for increase and documentation to back it up.

Attachment A

Scope of Work/Technical Specifications

SCOPE OF WORK: Low-Voltage Services Provider

HACC desires to procure and execute an agreement for low-voltage services from appropriately qualified and experienced low-voltage service providers. HACC plans to enter into a 3-year agreement with two, 1-year renewal options.

Requirements

Company shall provide services that include the following:

- Manage devices such as firewalls, routers, switches, and WAP for the camera systems
- Install, test and repair camera devices (Geovision, Viaas), NVR/DVR, recording servers and video servers for various job sites
- Install, test and repair Access doors, Doorbell systems and servers
- Perform structured cabling (Cat5 and Cat6), fiber optic installation, and terminations and repair functions.
- Handle and maintain transmission lines and distribution lines 34.5 KV and 13.8 KV.
- Install conduit, including rigid, EMT, PVC and flex.
- Install Cat-5E from workstations to MDF for data and telephone.
- Genetec Camera System (Chicago Heights Family)
- Pull and terminate cat-5 and cat-6 phone and data cabling.
- Trim plates, connections for cat5, coax, and security.
- Terminate and test cables from pull point back to IDF closet.
- Build MDF and IDF closets and pull and terminate copper and fiber.
- Repair generators up to 4 kv and 500 kw and relate controls.

Sites that will be supported include, but not limited to:

Walchirck Apts.	2300 Noyes Ct	Evanston	IL	60201
Richard Flowers	13906 S Grace Ave	Robbins	IL	60472
Franklin Tower	9535 Franklin Ave	Franklin Park	IL	60131
Wheeling Tower	200 N Milwaukee Ave	Wheeling	IL	60090
Jane Perlman Apts	1900 Sherman Ave	Evanston	IL	60201
Henrich House	1301 Ashland Ave	Des Plaines	IL	60016
Armond King Apts	9238 Gross Point Rd	Skokie	IL	60077
Albert Goedke Apts	215 W Miner Street	Arlington Heights	IL	60005
Golden Towers I&II	1704 &1706 E End Ave	Chicago Heights	IL	60411
CMO Office	1710 E End Ave	Chicago Heights	IL	60411
Edward Brown	3210 W. 139th Street	Robbins	IL	60472
Turlington West	15306 Robey Ave	Harvey	IL	60426
Juniper Towers	350 Juniper St	Park Forest	IL	60466
Sunrise Apts	1314 Wentworth Ave	Chicago Heights	IL	60411
Vera L Yates	1055 Berkeley Ave	Ford Heights	IL	60411
Huntington Apts	9201 North Maryland St	Niles	IL	60714
Wheeling Tower	200 North Milwaukee Ave	Wheeling	IL	60090
Summit Senior	7455 W 63 rd Pl	Summit	IL	60501

Repairs shall be performed by the Contractor on an as-needed basis. The Authority makes no representation as to the amount of work that may be required during the contract period.

The Authority shall have the sole right and discretion to order work under his contract The Authority reserves the right to award work of a similar nature, through other procurement methods, to other Companies.

The Authority shall notify the Company of all work to be performed by means of a written work order. The Company shall be entitled to a minimum payment of two (2) hours labor charges for each completed work order. Labor charges shall be calculated based upon actual time spent at the housing project work site. No charges shall be made for travel or shop time. Fractions of hours shall be rounded up to the next hour.

Typically, work shall be performed during the Authority's standard business hours. However, the Company shall be available to respond to emergency work order requests during non-business hours.

The Company may perform or complete non-emergency work orders outside of standard business hours for the Company's convenience only if the Authority grants prior permission.

Company shall provide telephone support access to open tickets for service issues.

Attachment B
Form of Proposal

FORM OF PROPOSAL

(Attachment B)

(This Form must be fully completed and placed under Tab No. 1 of the “hard copy” tabbed proposal submittal.)

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the Proposer. Also, complete the Section 3 Statement and the Proposer’s Statement as noted below. Submit one (1) unbound original and one (1) electronic copy (flash drive) of the following documents:

<u>X</u>	<u>TAB #</u>	<u>Documents Required in Submittal</u>	<u>RFP Attachment</u>	<u>Page #</u>
	1	Form of Proposal	B	
	2	Proposed Costs	C	
	3	Proposers Certification	D	
	4	HUD Forms 5369-B and HUD 5369-C (fully executed)	E	
	5	Section 3 Plan	F	
	5	Section 3 Business Self-Certification (Optional)	G	
	5	Preference for Section 3 Business Concerns	H	
	6	Small Business (SWMBE) Utilization Plan	I	
	7	List of Past Performance/Client/Experience	J	
	8	Profile of Firm Form	K	
	9	Vendor Registration Form	L	
	10	Non-Collusive Affidavit	M	

Attachment C

Proposed Cost

Provide a Respondent created form for the proposed cost of providing internet services. The form should be simple and easily understood. The proposed cost shall be firm and the price set forth therein will not be subject to increase by the Respondent for a period of at least 120 days from the date of the proposal opening. All pricing may be subject to negotiations. Please include the attached acknowledgement page with Attachment C.

Acknowledgments

HUD Form Acknowledgements: The HUD Forms referenced below shall be acknowledged with a signature and date. These Forms are included herein as Attachment N. It is the responsibility of the Proposer to read and acknowledge these Forms as they will be incorporated as part of any resulting contract.

HUD forms: Please note that the Authority has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as part of this IFB.

HUD 5369-B _____ Date _____

HUD 5369-C _____ Date _____

HUD 5370-C _____ Date _____

Addenda Acknowledgements

Addenda Acknowledgements: Any addenda issued by HACC shall be acknowledged with a signature and date. All addenda will be posted on the HACC website. It is the responsibility of the Bidder to find, read, and acknowledge these addenda as they will be incorporated here as a part of this solicitation and any resulting contract.

Addendum #1 _____ Date _____

Addendum #2 _____ Date _____

Addendum #3 _____ Date _____

Addendum #4 _____ Date _____

Company Name/Contact Information

Company Name: _____

Address: _____

Phone: _____

Email: _____

Authorize Agent Signature: _____

Authorize Agent Name (Printed): _____

Attachment D

Proposer's Certification

Proposer's Certification

By signing below, Proposer certifies that the following statements are true and correct:

- He/she has full authority to bind Proposer and that no member of Proposer's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
- Items for which Proposer's were provided herein will be delivered as specified in the RFP,
- In performing this contract, the Proposer(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
- Proposer agrees that this RFP submittal shall remain open and valid for at least a period of 90 days from the date of the RFP Opening and that this RFP submittal shall constitute an offer, which, if accepted by HACC and subject to the terms and conditions of such acceptance, shall result in a contract between HACC and the undersigned Proposer,
- He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this RFP.
- Proposer, nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Illinois or the Federal Antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business,
- Proposer has not received compensation for participation in the preparation of the specifications for this RFP,
- **Non-Collusive Affidavit:** The undersigned party submitting this Proposer hereby certifies that such submittal is genuine and not collusive and that said 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 bidding, 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 or to secure any advantage against HACC or any person interested in the proposed contract; and that all statements in said proposal are true.
- He/she has full authority to bind Proposer and that no member of Proposer's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency, and the individual or business entity named in this proposal is eligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
- **Lobbying Prohibition:** The Proposer agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.

SIGNED: _____

PRINT NAME: _____

(Print Company Name) (Company Phone & Fax & Email Address)

(Seal if by Corporation)

Date: _____

Attachment E

HUD FORMS

HUD Form 5369-B Instructions to Offerors

HUD Form 5369-C Certifications & Representations

**HUD Form 5370-C General Conditions for Non-
Construction Contracts**

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 a 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 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 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. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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 \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

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 thereof 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/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

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

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

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

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

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

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

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

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

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 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) 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
- (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

General Conditions for Non-Construction Contracts

Section II – (With 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. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$150,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Attachment F

Section 3 Policy



**Housing Authority of
COOK COUNTY**

HOUSING AUTHORITY OF COOK COUNTY

175 West Jackson Blvd. Suite 350
Chicago, Illinois

SECTION 3 PLAN

Adopted by PHA Board of Commissioners

Resolution No.: 2021-HACC-006

Date of Adoption: June 17, 2021

Effective Date of Implementation: June 17, 2021

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SECTION 3 PLAN

BACKGROUND

Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low and very low-income persons, particularly those who are recipients of government assistance for housing.

Section 3 recognizes that HUD funds are often one of the largest sources of Federal funds expended in low and very low-income communities and, where such funds are spent on activities such as construction and rehabilitation of housing and other public facilities, the expenditure results in economic opportunities.

By directing HUD-funded economic opportunities to residents and businesses in the community where the funds are expended, the expenditure can have the dual benefit of creating new or rehabilitated housing and other facilities while providing opportunities for employment and training for the residents of these communities.

PHA SECTION 3 PLAN OBJECTIVES

The Housing Authority of Cook County (hereinafter referred to as PHA) has developed a Section 3 Plan (Plan) to identify the goals, objectives, and actions that the PHA will implement to ensure the awarding of contracts to contractors, vendors, and suppliers, create employment and business opportunities for residents of the PHA and other qualified low and very low-income persons residing in within the metropolitan area (or non-metropolitan county) in which the assistance is expended. The PHA's efforts to promote Section 3 objectives will be consistent with existing Federal, state, and local laws and regulations.

The PHA requires all contractors, vendors, and suppliers to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, familiar status, marital status, actual or perceived sexual orientation, gender identity, or economic status and to take affirmative action to ensure that both existing employees and applicants are given fair and equal treatment.

The PHA has incorporated Section 3 requirements in its existing Procurement Policy and includes a copy of this Plan in all procurements generated for use with HUD funding. This Plan contains goal requirements for awarding contracts to Section 3 business concerns.

This Plan shall result in a reasonable level of recruitment, employment, and utilization of PHA residents and other eligible persons and business by PHA contractors working on contracts partially or wholly funded by Federal monies. The PHA shall examine and consider a contractor's, vendor's, or supplier's potential for success by providing employment and business opportunities to the PHA's residents prior to acting on any proposed contract award.

All contractors, vendors, suppliers seeking Section 3 preference must, before submitting bids/proposals to the PHA, be required to complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required. Such certifications shall be adequately supported with appropriate documentation as referenced in this Plan.

APPLICABILITY

Section 3 requirements apply to the public housing financial assistance and Section 3 projects as follows:

- Public Housing Financial Assistance:
 - Development assistance provided pursuant to Section 5 of the U.S. Housing Act of 1937;
 - Operations and management assistance provided pursuant Section 9(e) of the U.S. Housing Act of 1937 (Operating Fund);
 - Development, modernization, and management assistance provided pursuant Section 9(d) of the U.S. Housing Act of 1937 (Capital Fund); and
 - The entirety of mixed-finance development project regardless of whether the project is fully or partially assisted with public housing financial assistance.
- Housing and Community Development Section 3 Projects:
 - Housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000.
 - The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992.
 - The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
 - The requirements apply to an entire Section 3 project regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.
- Other HUD Assistance and Other Federal Assistance
Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

NOTICE OF FUNDING AVAILABILITY (NOFA)

All NOFAs issued by HUD that announce the availability of funding that covers public housing financial assistance and Section 3 projects will include notice that Section 3 is applicable to funding and may include as appropriate for specific NOFAs points or bonus points for Section 3 Plans.

- Where Section 3 is applicable, the inclusion of specific requirements in the regulation regarding the NOFA does not change the PHA's obligation to have a compliant Section 3 implementation strategy.
- Similarly, where Section 3 is not applicable, the regulatory language would not apply.

CHANGES IN LAWS AND REGULATIONS

All issues not addressed in this Section 3 Plan related to the Section 3 program are governed by the Code of Federal Regulations, HUD handbooks and guidebooks, Federal Registers, memos, notices, guidelines, and other applicable law.

In the event an applicable HUD law or regulation is modified or eliminated, the revised law or regulation shall, to the extent inconsistent with this Section 3 Plan, automatically supersede this Section 3 Plan.

REQUIREMENTS

The PHA has established employment, training, and contracting requirements consistent with existing Federal, state, and local laws and regulations to meet and comply with Section 3 requirements.

A. Employment and Training

The PHA and its contractors or subcontractors will make their best efforts to provide employment and training opportunities to Section 3 workers in the following order of priority:

1. To residents of public housing projects for which the public housing financial assistance is expended;
2. To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
3. To participants in YouthBuild programs; and
4. To low and very low-income persons residing within the metropolitan area (or non-metropolitan county) in which the assistance is expended.

B. Contracting

1. The PHA and its contractors or subcontractors will make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:
 - a. To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;

- b. To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;
 - c. To YouthBuild programs; and
 - d. To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or non-metropolitan county) in which the assistance is provided.
2. An executed "Section 3 Program Certification" form must be included with every bid or proposal. Bids or proposal without an executed Section 3 Program Certification form will be considered non-compliant with the Request for Bids or Request for Proposals.
 3. Within 15 calendar days of award of a contract by the PHA, the contractor shall publish a "Notice of Commitment" in a paper of daily distribution in the metropolitan or non-metropolitan county where the PHA is located listing potential training, employment, and contracting opportunities for low and very low-income persons. The Notice of Commitment must also be posted on the public bulletin board of the PHA and at each construction job site.

ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW-INCOME PERSONS

For public housing financial assistance, the Section 3 statute requires PHAs to prioritize their efforts to direct employment and economic opportunities, training, and contracting efforts to specific groups of low and very low-income individuals.

All employees of the PHA will complete an Employee Certification Form to be used by the PHA to determine its current Section 3 and Targeted Section 3 workers.

All applicants for employment with the PHA must complete an Applicant Certification form.

A. Section 3 Worker

1. Any worker who currently fits or when hired within the past five (5) years fits at least one of the following categories, as documented:
 - a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - b. The work is employed by a Section 3 business concern.
 - c. The worker is a YouthBuild participant.
2. The status of a Section 3 worker will not be negatively affected by a prior arrest or conviction.
3. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

B. Targeted Section 3 Workers

A Targeted Section 3 worker for public housing financial assistance is a Section 3 worker who is:

1. Employed by a Section 3 business concern, or
2. Currently fits or when hired will fit at least one (1) of the following categories, as documented within the past five (5) years:
 - a. A resident of public housing or Section 8-based assisted housing,
 - b. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance, or
 - c. A YouthBuild participant.

C. Safe Harbor

The primary objective is to reflect and monitor the PHA's ability to direct job opportunities that are generated by HUD financial assistance to Section 3 and Targeted Section 3 workers.

The PHA will certify compliance with the statutory priorities and meet or exceed the outcome benchmarks annually within 60 days of its fiscal year end.

1. Establishment of Benchmarks

HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the Federal Register. The PHA will make every reasonable effort to comply with HUD established benchmarks as they may increase or decrease over time.
2. As allowed by HUD, the PHA will exclude professional services, which would be defined as non-construction services that require an advanced degree or professional licensing, from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported. Professional services to be excluded includes but are not limited to.
 - a. Contracts for legal services
 - b. Financial consulting
 - c. Accounting services
 - d. Environmental assessment
 - e. Architectural services
 - f. Civil engineering services
3. Section 3 benchmarks consist of the following 2 ratios:
 - a. Section 3 Workers:

Twenty-five percent (25%) or more of the total number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's fiscal year.

Example

Assume the PHA employs 20 full-time staff including all senior/executive/salaried staff

$$20 \times 2,080 \text{ (40h/p/w} \times 52 \text{ weeks)} = 41,600 \text{ hours worked annually}$$

25% of the total work hours to be worked by Section 3 workers

$$41,600 \times 25\% = 10,400$$

Divide 10,400 hours by 2,080

$$10,400 \div 2,080 = 5$$

The PHA must have 5 Section 3 workers

b. Targeted Section 3 Workers:

Five percent (5%) or more of the total number of labor hours worked by Targeted Section 3 workers divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's fiscal year.

Example

Assume the PHA employs 20 full-time staff including all senior/executive/salaried staff
 $20 \times 2,080$ (40 h/p/w x 52 weeks) =
41,600 hours worked annually

5% of the total work hours to be worked by Targeted Section 3 workers
 $41,600 \times 5\% = 2,080$

Divide 2,080 hours by 2,080
 $2,080 \div 2,080 = 1$.
The PHA must have 1 Targeted Section 3 workers

REPORTING REQUIREMENTS

The PHA will implement its Section 3 activities and comply with the reporting requirements of this Plan starting with the PHA's first full fiscal year that begins after July 1, 2021. The PHA will track and report labor hours to measure total actual employment and the proportion of the total employment performed by low and very low-income workers.

A. Reporting of Labor Hours

Labor hours means the number of paid hours worked by person on a Section 3 project or by persons employed with funds that include public housing financial assistance.

1. The PHA will track and report:
 - a. The total number of labor hours worked by all workers,
 - b. The total number of labor hours worked by Section 3 worker; and
 - c. The total number of labor hours worked by Targeted Section 3 workers.
2. The labor hours for Section 3 workers and Targeted Section 3 workers will be counted for five (5) years from when their status as a Section 3 worker or Targeted Section 3 worker was established.

The PHA will define workers as Section 3 workers for a five-year period at the time, or when the workers are first certified as meeting the Section 3 worker definition.

3. The labor hours reported will include the total number of labor hours worked and paid with public housing financial assistance in the fiscal year of the PHA, including labor hours worked by any contractors and subcontractors that the PHA is required or elects to report.
4. The PHA reporting, as well as contractors and subcontractors who report to the PHA, will report labor all hours by Section 3 workers and Targeted Section 3 workers from professional services without including labor hours from professional services in the total number of labor hours worked.
5. During the first fiscal year that begins after July 1, 2021, the PHA may report on the labor hours of a contractor or a subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting. This grace period is to allow contractors who do not utilize a time system to implement one. After that time, the PHA, its contractors and subcontractors must report on actual labor hours worked.

B. Qualitative Reporting

If the PHA reporting indicates that the PHA has not met the Section 3 benchmarks, the PHA will report in a form prescribed by HUD on the qualitative nature of its Section 3 compliance activities and those of its contractors and subcontractors.

Qualitative efforts may include but are not limited to the following:

1. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 workers.
2. Providing direct on-the-job training or apprenticeship opportunities.

3. Providing technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).
4. Providing or connecting Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
5. Holding one or more job fairs.
6. Providing or referring Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, childcare).
7. Providing indirect training such as arranging for, contracting for, or paying tuition for, off-site training technical assistance to help Section 3 workers.
8. Providing assistance with applying for/or attending community college, a four-year educational institution, or vocational/technical training.
9. Assisting Section 3 workers to obtain financial literacy training and/or coaching.
10. Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
11. Providing technical assistance to help Section 3 business concerns understand and bid on contracts.
12. Dividing contracts into smaller jobs to facilitate participation by Section 3 business concerns.
13. Providing bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
14. Promoting use of business registries designed to create opportunities for disadvantaged and small businesses.
15. Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

C. RAD Conversions

HUD has defined Targeted Section 3 workers to include residents of public housing and Section 8 housing, which means that the PHA must report on hiring of these types of HUD-assisted tenants, which includes tenants of RAD-converted Section 8 properties.

D. Reporting Frequency

Unless otherwise provided, the PHA will report annually to HUD the labor hours, and where required, qualitative reporting, in a manner consistent with Section 3 reporting requirements.

1. Reporting is on an annual basis for ongoing endeavors such as PHA operations or multi-year infrastructure or disaster recovery efforts.
2. Discrete projects such as development of a singular multifamily apartment building, the reporting is on a project basis, and reported to HUD in the PHA's annual report corresponding to the year of the project's completion.

E. Separate Reporting by Funding Source

1. The PHA will be required to report by each separate funding source.
2. The Final Rule provided separate definitions for the types of funding and separate subparts relating to:
 - a. Public housing financial assistance, which covers:
 - 1) development assistance provided pursuant to Section 5 of the United States Housing Act of 1937 (the 1937 Act),
 - 2) operations and management assistance provided pursuant to Section 9(e) of the 1937 Act (Operating Fund), and
 - 3) development, modernization, and management assistance provided pursuant to Section 9(d) of the 1937 Act (Capital Fund).
 - b. Section 3 projects, which means housing rehabilitation, housing construction and other public construction projects assisted with HUD housing and community development assistance when the amount of the assistance to the project exceeds \$200,000, or \$100,000 where the assistance is from HUD's Lead Hazard Control and Healthy Homes programs.
3. Small PHAs with less than 250 public housing units will report qualitative efforts to meet Section 3 benchmarks.

CONTRACT PROVISIONS

1. Required language
 - a. The PHA will include language in any agreement or contract to apply Section 3 to contractors.
 - b. The PHA will also require contractors to include language in any contract or agreement to apply Section 3 to subcontractors.
 - c. The PHA will also require all contractors and subcontractors to meet the requirements of employment, training, and contracting requirements, regardless of whether Section 3 language is included in contracts.
 - d. All unit and collective bargaining agreements must meet the requirements of employment, training, and contracting requirements.
 - e. The PHA will customize the contract language depending upon the contract. Such customization will include:
 - 1) The required percentage of hours to be worked by Section 3 and Targeted Section 3 workers;

- 2) Documentation and document retention requirements, reporting requirements; and
 - 3) Penalties for non-compliance with Section 3 requirements.
2. RAD Conversions
 - a. Section 8 Project-Based Voucher (PBV) or Section 8 Project-Based Rental Assistance (PBRA) contracts are not covered by the statute.
 - b. HUD has administratively applied Section 3 during the RAD-related construction period even though not required by the RAD statute or the Section 3 statute. See RAD Notice Revision 4 and RAD program documents.

FUNDING SOURCES, RECORDKEEPING, AND COMPLIANCE

A. Multiple Funding Sources

If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 public housing financial assistance or a Section 3 project, the PHA must follow the additional provisions for the public housing financial assistance. For such a project, the following applies:

1. The PHA receiving housing financial assistance will report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients.
2. The PHA will report the following information:
 - a. The total number of labor hours worked on the project;
 - b. The total number of labor hours worked by Section 3 workers on the project; and
 - c. The total number of labor hours worked by Targeted Section 3 workers on the project.

B. Recordkeeping

The PHA shall make available to HUD access to all records, reports, and other documents or items that are maintained to demonstrate compliance with the requirements of Section 3 or that are maintained in accordance with the regulations governing the public housing financial assistance provided or otherwise made available to the PHA, subrecipient, contractor, or subcontractor.

1. The PHA will maintain documentation, and ensure that a subrecipient, contractor, or subcontractor that employs the worker to maintain documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:
 - a. For a worker to qualify as a Section 3 worker, one of the following must be maintained:

- 1) A worker's self-certification that their income is below the income limit from the prior calendar year;
 - 2) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
 - 3) Certification from the PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
 - 4) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
 - 5) An employer's certification that the worker is employed by a Section 3 business concern.
- b. For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:
- 1) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
 - 2) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
 - 3) An employer's certification that the worker is employed by a Section 3 business concern; or
 - 4) A worker's certification that the worker is a YouthBuild participant.
2. The PHA will maintain the documentation for the time period required for record retention in accordance with applicable program regulations or, in the absence of applicable program regulations, for at least three (3) years following audit of completed contracts in accordance with 2 CFR part 200.
3. The PHA will report on Section 3 workers and Targeted Section 3 workers for five (5) years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.
4. The PHA will maintain details of all qualitative efforts to meet Section 3 benchmarks including, but not limited to:
- a. Memorandums of Agreement with reciprocating agencies;
 - b. Meeting agendas and sign in sheets for meetings with program participants and low and very low-income residents of the metropolitan or non-metropolitan area;
 - c. Meeting agendas and sign in sheets for meetings with Section 3 business concerns;
 - d. Copies of all contracting and employment announcements including dates of publication, display, or distribution;

- e. Minutes of pre-bid conferences where Section 3 requirements are discussed;
- f. Documentation of outreach efforts to identify Section 3 businesses;
- g. Section 3 employment questionnaires completed by applicants and program participants;
- h. Section 3 employment questionnaires completed by current PHA employees between November 30, 2020 and end of first fiscal year in which reporting is required under the Final Section 3 Rule; and
- i. Notices of training and employment readiness opportunities provided to low and very low-income residents, public housing residents, and Section 8 program participants.

C. Compliance

The PHA will maintain adequate records demonstrating compliance with the Section 3 requirements consistent with other recordkeeping requirement in 2 CFR part 200.

1. Complaints

Complaints alleging failure of compliance with Section 3 requirements may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

2. Monitoring

- a. HUD will monitor the PHA's compliance with the requirements of Section 3.
- b. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance.
- c. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found.

DEFINITIONS

Business Concern

Means a business concern that meets at least one of the following criteria, documented within the last six-month period:

- It is at least 51% owned by low or very low-income persons
- Over 75% of the labor hours performed for the business are performed by low or very low-income persons
- It is a business at least 25% owned by current public housing resident or residents who currently live in Section 8-assisted housing

Contractor

Any entity entering into a contract with:

- A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- A subrecipient for work in connection with a Section 3 project.

Labor Hours

The number of paid hours worked by persons on Section 3 projects or by persons employed with funds that include public housing financial assistance.

Low-Income Person

An individual whose annual income does not exceed 80% of the median income for the area as determined by HUD.

Material Supply Contracts

Contracts for the purchase of products and material, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional Services

Non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public Housing Financial Assistance

- Development assistance provided pursuant to Section 5 of the U.S. Housing Act of 1937;
- Operations and management assistance provided pursuant Section 9(e) of the U.S. Housing Act of 1937 (Operating Fund);
- Development, modernization, and management assistance provided pursuant Section 9(d) of the U.S. Housing Act of 1937 (Capital Fund); and

- The entirety of mixed-finance development project regardless of whether the project is fully or partially assisted with public housing financial assistance.

Public Housing Project

Low-income housing, and all necessary appurtenances thereto, assisted under the 1937 Act, other than assistance under 42 U.S.C. 1437f of the 1937 Act (Section 8). The term "public housing" includes dwelling units in a mixed-finance project that are assisted by a public housing agency with public housing capital assistance or Operating Fund assistance. When used in reference to public housing, the term "project" means housing developed, acquired, or assisted by a PHA under the 1937 Act, and the improvement of any such housing.

Recipient

Any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means 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, to the greatest extent feasible, employment, training, and business opportunities created by HUD financial assistance be directed to low and very low-income persons.

Section 3 Business Concern

A business concern meeting at least one of the following criteria, documented within the last six-month period:

- It is at least 51 percent owned and controlled by low or very low-income persons;
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract and demonstrating their ability to meet contract requirements.

Section 3 business concerns will be given the opportunity to complete a "Section 3 Business Concern Certification" form that will be made available to potential bidders and proposers and utilized by the PHA.

Section 3 Projects

- Housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000.
- The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992.
- The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

Section 3 Worker

Any worker who currently fits or when hired within the past five (5) years fit at least one of the following categories, as documented:

- The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- The worker is employed by a Section 3 business concern.
- The worker is a YouthBuild participant.

Section 8-Assisted Housing

Refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service Area or the Neighborhood of the Project

An area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA

A public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor

Any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient

An entity, usually, but not limited to, non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Targeted Section 3 Worker

A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

- A worker employed by a Section 3 business concern; or
- A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five (5) years:
 - A resident of public housing or Section 8-assisted housing;
 - A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - A YouthBuild participant.

Very Low-Income Person

An individual whose annual income does not exceed 50% of the median income for the area as determined by HUD.

Youthbuild Programs

Refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

Attachment G

Section 3 Business Self-Certification

SECTION 3 BUSINESS CONCERN CERTIFICATION

For those seeking preference in contracting

Name of Business: _____

Address of Business: _____

Phone Number: _____ Email Address: _____

Type of Business Sole Proprietorship Partnership Non-Profit
 Joint Venture Corporation Other: *List*

DEFINITIONS:

A Low- or Very Low-Income Person (Worker) is a person whose income in the previous or annualized calendar year is below 80% of Area Median Income established by HUD which is currently **\$52,200.00**.

A Section 3 Worker is any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- (1) The worker's income for the previous or annualized calendar year is below the income limit listed above for a low- or very low-income person; or
- (2) The worker is employed by a Section 3 Business; or
- (3) The worker is a YouthBuild participant.

A Section 3 Business Concern must meet at least one of the three criteria listed below and found in 24 CFR 75, and be documented within the last six-month period.

Check the box or boxes below applicable to your business. Attach the applicable listed documents to support your status as a Section 3 Business Concern.

- At least 51 percent owned and controlled by low- or very low-income persons;
 - List of all current employees listing percentage of ownership and control interests of each
 - Articles of Incorporation or partnership agreement Federal Tax ID Number
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers;
 - List of all workers (salaried and hourly) and number of hours worked by each worker
 - List of all Section 3 workers (salaried and hourly) and number of hours worked by each worker
- It is a business at least 51 owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing.
 - List of all current employees listing percentage of ownership and control interests of each.
 - Copy of residential lease for each employee with ownership interests.
 - Articles of Incorporation or partnership agreement Federal Tax ID Number

By my (our) signatures below, I/we certify to being a Section 3 Business Concern and understand that I/we must demonstrate our ability to meet the terms of a contract before it can be awarded to us.

Owner's Printed Name Signature Date

Owner's Printed Name Signature Date

Attachment H

Section 3 Forms

(Insert Contractor Name)

Section 3 Notice of Commitment

To: Union Representatives, Labor Organization Representatives, Section 3 Business Concerns and Residents of the metropolitan or non-metropolitan county where work will be performed.

The following project named, _____ located at _____ is a Section 3 covered project pursuant to 24 CFR §75, of Section 3 of the Housing and Urban Development Act of 1968, which receives funding from the Housing Authority of Cook County.

This project may require the hiring of low-income residents (Section 3 Residents) or contracting with Section 3 Business Concerns.

The following economic opportunities are available:

Position	Training	Employment	Contracting

Please contact _____ regarding these opportunities by telephone at _____ or by email at _____.

The anticipated date the work shall begin is _____.

If you apply for one of the above opportunities as a Section 3 Resident or Section 3 Business Concern, you will be required to submit information verifying eligibility status. Qualified Section 3 Residents and Section 3 Business Concerns will receive hiring preferences on Section 3 covered projects.

Housing Authority of Cook County
SECTION 3 EMPLOYEE CERTIFICATION

Employee Name _____

Current Address _____

Phone Number _____ Email Address _____

Date of Initial Employment: _____ Date Certification Form Completed: _____

Check the box or boxes below applicable to you. Documents to support your status as a Section 3 Worker or Targeted Section 3 Worker may be requested and required if not already available.

My total individual income for the year prior to my initial employment was below 80% of Area Median Income (AMI) **or** my total individual income is currently below 80% AMI. Check applicable year. (\$ amounts to be inserted by PHA and updated annually):

2017 \$ _____ 2018 \$ _____ 2019 \$ _____

2020 \$ 51,000.00 2021 \$52,200.00 2022 \$ _____

I reside within the metropolitan or non-metropolitan county where this PHA is located.

I am currently employed by a Section 3 Business Concern

List name, address, telephone number, and contact person of Section 3 Business Concern: _____

I am a resident of public housing or Section 8-assisted housing managed by this PHA

List public housing project name or Section 8 landlord name and phone number: _____

I am a YouthBuild Participant

List YouthBuild Program name, address, telephone number, and contact person: _____

By my signature below, I certify that the information provided on this form is accurate.

Employee's Printed Name

Signature

Date

(Insert Contractor Name)

SECTION 3 APPLICANT FOR EMPLOYMENT AND TRAINING OPPORTUNITIES

Name: _____

Current Legal Address: _____

Phone Number: _____ Email Address: _____

Check the box or boxes below applicable to you. Documents to support your status as an eligible Section 3 Worker or Targeted Section 3 Worker may be requested and required if not already available.

My total individual income for the prior year or annualized year is below 80% of Area Median Income (AMI):

2020 \$51,000.00 _____ 2021 \$52,200.00 _____

I reside within the metropolitan or non-metropolitan county where this PHA is located.

I am a resident of public housing

List PHA and project name _____

I am a Section 8 Voucher holder

List Section 8 Agency administering your voucher _____

I receive other housing assistance

List PHA that manages your housing assistance _____

I am a YouthBuild Participant

List YouthBuild Program name, address, telephone number, and contact person: _____

By my signature below, I certify that the information provided on this form is accurate.

Printed Name

Signature

Date

SELF-CERTIFICATION AND SKILLS FORM

Graduated High School or GED (month/year): Yes No

I Read and Speak English Fluently: Yes No

I Read and Speak Languages Other Than English Fluently: Yes No

If Yes, list language(s) _____

Attended a Trade or Technical School: Yes No Graduated? Yes No

If Yes, list type Trade or Technical Specialty Studied: _____

Attended College: Yes No Graduated? Yes No

If Yes, list degree or completed studies: _____

Check the Skills and/or Trades in which you have been employed or contracted to do work for others:

- | | |
|---|---|
| <input type="checkbox"/> Data Entry | <input type="checkbox"/> Trim/Carpentry |
| <input type="checkbox"/> Receptionist | <input type="checkbox"/> Stucco |
| <input type="checkbox"/> Sales | <input type="checkbox"/> Window/Door Replacement |
| <input type="checkbox"/> Telephone Customer Service | <input type="checkbox"/> Construction Cleaning |
| <input type="checkbox"/> Administrative | <input type="checkbox"/> Exterior Framing |
| <input type="checkbox"/> Teaching/Training | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Drywall Hanging | <input type="checkbox"/> CDL License |
| <input type="checkbox"/> Drywall Finishing | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Interior Painting | <input type="checkbox"/> Concrete/Asphalt Work |
| <input type="checkbox"/> Framing | <input type="checkbox"/> Heavy Equipment Operator |
| <input type="checkbox"/> HVAC | <input type="checkbox"/> Fencing |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Metal/Steel Work |
| <input type="checkbox"/> Interior Plumbing | <input type="checkbox"/> Welding |
| <input type="checkbox"/> Exterior Plumbing | <input type="checkbox"/> Other <i>(list)</i> |
| <input type="checkbox"/> Siding | <input type="checkbox"/> Other <i>(list)</i> |
| <input type="checkbox"/> Cabinet Hanging | <input type="checkbox"/> Other <i>(list)</i> |
| <input type="checkbox"/> Door Replacement | <input type="checkbox"/> Other <i>(list)</i> |

I certify that all of the information given on this Self-Certification and Skills form is true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I understand that proof of this statement may be requested in the future.

Printed Name

Signature

Date

Attachment I

Small Business (SWMBE) Utilization Plan

SPECIAL MBE/WBE PARTICIPATION SUMMARY FORM

Instructions: This form is to be completed by the Proposer as statement of self-certification of MBE/WBE Participation under this Contract.

A. SMALL BUSINESS PARTICIPATION

Is the Vendor a Small Business as defined by the size standards in 13 CFR 121?
 Yes No N/A

B. MINORITY BUSINESS PARTICIPATION

Is the Vendor classified as a Minority Business Enterprise as defined in Art.2, Part C, of HUD-5369-C?
 Yes No N/A

MINORITY TYPE:

- | | |
|---|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> Female African American |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Female Native American |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> Female Hispanic |
| <input type="checkbox"/> Asian | <input type="checkbox"/> Female Asian |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Female White American |

If "No", are any Subcontractors classified as Minority Business Enterprises?
 Yes No N/A

If "Yes", please fill in the following information:

(MBE) SUBCONTRACTOR'S FIRM	CONTRACT \$ VALUE	% OF FEE
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
TOTAL	\$ _____	_____ %

C. WOMEN-OWNED BUSINESS PARTICIPATION

Is the Vendor classified as a Woman-Owned Business Enterprise as defined in Art.2, Part C, of HUD-5369-C?
 Yes No N/A

If "No", are any Subcontractors classified as Women-Owned Business Enterprises?
 Yes No N/A

If "Yes", please fill in the following information:

(WBE) SUBCONTRACTOR'S FIRM	CONTRACT \$ VALUE	% OF FEE
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
TOTAL	\$ _____	_____ %

MBE/WBE SUBCONTRACTOR AFFIDAVIT

Instructions: This form is to be completed by MBE/WBE Sub-Contractors being proposed for participation under this Contract. Please make copies for additional Sub-Contractors.

Specification Number: _____

Project Description: _____

From: _____
(Name of MBE/WBE Firm)

MBE: Yes No
WBE: Yes No

Name of Prime Contractor - To: _____

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification dated _____.

The undersigned MBE/WBE firm is prepared to provide the following described goods and/or services or supply the following described goods and/or services in connection with the above named project:

The above described goods and/or services are offered for the following price and described terms of payment:

If more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned MBE/WBE firm will enter into a formal written agreement for the above described goods and/or services with the Prime Contractor, conditioned upon Prime Contractor's execution of a contract with HACC, and will do so within three (3) business days of receipt of a signed contract from HACC.

(Signature of Owner, President or Authorized Agent of MBE/WBE)

Name /Title (Print)

Phone

Fax/Email

SUMMARY OF MBE/WBE SUBCONTRACTOR PARTICIPATION FORM

Instructions: This form is to summarize all MBE/WBE firms proposed for participation under this Contract whether directly or indirectly utilized.

Specification Number: _____

Project Description: _____

State of (_____)

County (City) of (_____)

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

(Name of Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE participation of this contract.

All MBE/WBE firms included in this plan are currently certified as such (Letters of Certification Attached).

A. Direct Participation of MBE/WBE Firms

(Note: The Contractor will, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors and suppliers of goods and services directly related to the performance of this contract.)

If Contractor is a certified MBE or WBE firm, attach copy of current Letter of Certification. (Certification of Contractor as a MBE satisfies the MBE participation only. Certification of Contractor as a WBE satisfies the WBE participation only.)

If Contractor is a joint venture and one or more joint venture partners are certified MBEs and WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *
2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *

4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *

5. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *

Attach additional sheets as needed.

* All Affidavit of Subcontractors and Letters of Certification not submitted with proposal must be submitted so as to assure receipt by the Contracting Official within three (3) business days after receipt of proposal.

B. Indirect Participation of MBE/WBE Firms

(Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE participation has not been met through direct participation, contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *

4. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percentage Amount of Participation: _____ %
 Affidavit of Subcontractor attached? Yes No *

5. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percentage Amount of Participation: _____ %
 Affidavit of Subcontractor attached? Yes No *

Attach additional sheets as needed.

* All Affidavit of Subcontractors and Letters of Certification not submitted with bid must be submitted so as to assure receipt by the Contracting Official within three (3) business days after bid opening.

C. Summary of MBE/WBE Firms Proposed

MBE Direct Participation (from Section I):

MBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct MBE Participation:	\$ _____	_____ %

MBE Indirect Participation (from Section II):

MBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect MBE Participation:	\$ _____	_____ %

WBE Direct Participation (from Section I):

WBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct WBE Participation:	\$ _____	_____ %

WBE Indirect Participation (from Section II):

WBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect WBE Participation:	\$ _____	_____ %

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

The Contractor designates the following person as their MBE/WBE Liaison Officer:

Name: _____ Phone Number: _____

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

Signature (Date)

State of _____

County of _____

This instrument was acknowledged before me on _____ (date)
by _____ (name(s) of person(s))
as _____ (type of authority, e.g., officer, trustee, etc.)
of _____ (name of party on behalf of whom instrument was executed).

Notary Public Signature: _____
(Seal)

Commission Expires: _____

Attachment J

List of Past Performance/Experience/Client Information

LIST OF PAST PERFORMANCE/EXPERIENCE/CLIENT INFORMATION

J1.0 Instructions: The Bidders shall submit three (3) former or current clients, preferably other than HACCC, for whom the Bidder has performed similar or like services to those being proposed herein

J2.0 List of Past Performance/Experience/Client Information

J2.1 Client #1

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

J2.2 Client #2

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Person: _____

Brief Description of Similar Work Performed: _____

J2.3 Client #3

Company Name: _____

Address: _____

Email: _____

Phone Number: _____

Attachment K

Profile of Firm Form

PROFILE OF FIRM FORM

K1.0 Instructions: Please complete this Form in its entirety and submit it under tab 12 of the proposal submittal. If additional space is needed, please attach a separate sheet.

K1.1 Prime ____ Subcontractor ____ (This form must be completed by and for each).

K1.2 Name of Firm: _____ Telephone: _____ Fax: _____

K1.3 Street Address, City, State, Zip: _____

K1.4 Please attach a brief biography/resume of the company, including the following information:

K1.4.1 Year Firm Established

K1.4.2 Year Firm Established in Cook County, Illinois

K1.4.3 Former Name and Year Established (if applicable)

K1.4.4 Name of Parent Company and Date Acquired (if applicable).

K1.5 Identify Principals/Partners in Firm .

Name	Title	% of Ownership

K1.6 Identify the individual(s) that will act as the project manager and any other supervisory personnel that will work under this contract.

Name	Title

K1.6 Proposer Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter, where provided, the correct percentage (%) of ownership of each:

K1.6.1 ____ Caucasian American (Male); _____% ownership

K1.6.2 ____ Public-Held Corporation; _____% ownership

K1.6.3 ____ Government Agency; _____% ownership

- K1.6.4** ___ Non-Profit Organization; _____% ownership
- K1.7** Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:
- K1.7.1** ___ Resident-Owned; _____% ownership
- K1.7.2** ___ African American-Owned; _____% ownership
- K1.7.3** ___ Native American-Owned; _____% ownership
- K1.7.4** ___ Hispanic American-Owned; _____% ownership
- K1.7.5** ___ Asian/Pacific American-Owned; _____% ownership
- K1.7.6** ___ Hasidic Jew-Owned; _____% ownership
- K1.7.7** ___ Asian/Indian American-Owned; _____% ownership
- K1.7.8** ___ Women-Owned (MBE); _____% ownership
- K1.7.9** ___ Women-Owned (Caucasian); _____% ownership
- K1.7.10** ___ Disabled Veteran-Owned; _____% ownership
- K1.7.11** ___ Other-Owned (specify below); _____% ownership
- K1.7.11.1** Other: _____
- K1.7.11.2** Other: _____
- K1.7.11.3** Other: _____
- K1.7.12** W/MBE Certification # (Not required- provide if available): _____
- K1.7.13** Certified by (Agency): _____
- K1.8** Federal Tax ID Number: _____
- K1.9** Cook County, Illinois Business License No. (if applicable): _____
- K1.10** State of Illinois License Type and No. (if applicable): _____
- K1.11** Worker's Compensation Insurance Carrier: _____
- K1.11.1** Policy Number: _____ Expiration Date: _____
- K1.12** General Liability Insurance Carrier: _____
- K1.12.1** Policy Number: _____ Expiration Date: _____
- K1.13** Professional Liability Insurance Carrier: _____
- K1.13.1** Policy Number: _____ Expiration Date: _____
- K1.14** Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Illinois, or any local government agency within or without the State of Illinois? (Check one)
- K1.14.1** ___ Yes (if yes, please attach a full detailed, explanation, including dates, circumstances and current status)

K1.14.2 No

K1.15 Disclosure Statement: Does this firm or any principal(s) thereof have any current, past personal or professional relationship with an Commissioner or Officer of Housing Authority of Cook County? (Check one)

K1.15.1 Yes (if yes, please attach a full detailed, explanation, including dates, circumstances and current status)

K1.15.2 No

K1.16 Verification Statement: The undersigned Proposer hereby states that by completing and submitting this Form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if HACC discovers that any information entered herein is false, that shall entitle HACC to not consider nor make aware or to cancel any award with the undersigned party.

K1.17 Completed By:

K1.17.1 **Company Name:** _____

K1.17.2 **Address:** _____

K1.17.3 **Phone:** _____

K1.17.4 **Email:** _____

K1.17.5 **Authorize Agent Signature:** _____

K1.17.6 **Authorize Agent Name (Printed):** _____

Attachment L
HACC Vendor Registration Form

VENDOR REGISTRATION FORM

ECONOMIC INCLUSION (Select all that apply; at least 1 must be selected)

Certifying documentation or a notarized declaration must be provided to HACC to prove status:

- Not Applicable
- Small Business Enterprise
- Women Owned (at least 51%)
- Minority Owned (at least 51%)
- Disabled Owned
- Veteran Owned
- Section 3 Business Concern

TYPE OF BUSINESS /SERVICES OFFERED:

PLEASE SEND ALL INVOICES TO:
EMAIL: payables@thehacc.org
MAIL: 175 W Jackson Blvd Suite 350 Chicago, IL 60604

Housing Authority of Cook County
Vendor Application - Master File Form (new/update/modify)

Legal Name: _____
(Above must agree with W-9 form)

OBA: _____

Mailing Address: _____

Secondary Address: _____

Point of Contact Name : _____

Point of Contact Phone: _____

Point of Contact Email : _____

Alternate Email: _____

Point of Contact Fax: _____

Federal ID# or Social

Security number : _____
(Above must agree with W-9 form)

Business Classification: (Select all that apply must select at least 1)

Individual/sole proprietor _____

Partnership _____

C Corporation _____

Other _____

S Corporation _____

Limited Liability _____

Enter the Tax classification (C= C Corporation, S= S Corporation, P= Partnership)

Please provide Workers Comp. Certificate & Certificate of Insurance

Terms notice provided: YES/NO (Terms are Net 30 Days upon receipt of a property dated invoice.)

Minority/Sec. 3 Owned: YES/NO Type: _____

**PLEASE SEND ALL INVOICES TO: payables@thehacc.org, 175 West Jackson Blvd, Suite 350,
Chicago, IL 60604**

(Please above indicate - Vendor must receive a Terms letter & complete a W-9)

Vendor: _____

Date: _____

Attachment M
Non-Collusive Affidavit

Non-Collusive Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and states:

That he/she is _____

(a partner or officer of the firm etc.)

The party making the foregoing proposal, that such proposal is genuine and not collusive or sham, that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any 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 proposed price, or that of any Respondent, or to secure any advantage against:

Housing Authority of Cook County or, any person interested in the proposed contract, and that all statements in said proposal are true.

Signature: _____

Respondent, if Respondent is an individual

Partner, if the Respondent is a partnership

Officer, if the Respondent is a corporation