

**PROJECT NAME: LABOR CONSULTANT/ NEGOTIATOR**  
**SPECIFICATION No.:** 2014-100-020  
**DATE OF SOLICITATION:** April 14, 2014  
**SUBMISSION DEADLINE:** MAY 16, AT 2:00 P.M.

**ALL BIDS AND OTHER COMMUNICATIONS  
MUST BE ADDRESSED AND RETURNED TO:**

The Housing Authority of Cook County  
Department of Procurement Services  
175 West Jackson Boulevard, Suite 350  
Chicago, Illinois 60604

**ATTENTION:** Patrick Curtin, Contract Compliance Officer

**CONTACT:** Andrzej Sisson, Contract Compliance Officer

**PHONE:** 312-542-4725, **E-MAIL:** [pcurtin@thehacc.org](mailto:pcurtin@thehacc.org)

Bids must clearly indicate the name of the project, "Labor Consultant/Negotiator", the Specification Number "2014-100-020" and the time and the date specified for receipt. The name and the address of the Bidder must be clearly printed on all correspondence. Bids will be accepted at Housing Authority of Cook County, until **2:00 p.m. (CST), May 16, 2014.**

**RICHARD J. MONOCCHIO**  
**EXECUTIVE DIRECTOR**

**PRE-BID CONFERENCE**  
Date, Time and Location:

NOT APPLICABLE

**SITE-VISIT/WALK THROUGH**  
Date, Time, and Location:

NOT APPLICABLE

**PROJECT DEADLINES**  
Deadline for Questions:  
Submission Deadline:

Friday, May 9, 2014 at 2:00 p.m.  
Friday, May16, 2014 at 2:00 p.m.

**BID ADDRESSEE INFORMATION:**

To Patrick Curtin  
Contract Compliance Officer  
Housing Authority of Cook County  
175 West Jackson Boulevard, Suite  
350  
Chicago, IL 60604

From: Contact Name, Title  
Bidder's Name (Firm Name)  
Address  
Specification Name and Number  
Date and Hour Deadline  
Contract Administrator

If more than one envelope/box shall be used to deliver the package, both envelopes/boxes **MUST** clearly indicate the required information.

## **PROJECT INFORMATION**

## **INTRODUCTION & BACKGROUND**

### **INTRODUCTION**

The Housing Authority of the County of Cook (HACC) hereby requests proposals from qualified individuals or firms to provide Labor Consulting/Negotiation Services for the Housing Authority of Cook County. The objective of this Request for Proposals (RFP) is to solicit the specified services and enter into a contract with a qualified firm to provide Labor Consulting/Negotiation Services for the HACC. The Bidder's response to this Request for Proposals (RFP) shall include all attachments and any additional requested documentation noted in this Request for Proposals. Said response shall constitute the Agreement (or Contract). By signing this Agreement, if HACC accepts and signs the document, the Agreement shall be binding on both parties.

### **BACKGROUND**

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. For additional information about HACC and our programs, please visit our website at [www.thehacc.org](http://www.thehacc.org).



# **TABLE OF CONTENTS**

## **PART I DEFINITIONS**

## **PART II SPECIAL CONTRACT PROVISIONS**

1. Downloadable Documents
2. Execution of Bid Documents
3. Submission of Bids
4. Liability
5. Indemnification
6. Restrictions
7. General Contractor
8. General Contractor License Requirement
9. Equal Employment Opportunity Compliance
10. Notices
11. Cash Billing
12. Responsibility
13. Taxes
14. Subcontractor Acceptance
15. False Statements
16. Audits
17. Severability
18. Force Majeure Event
19. Public Convenience
20. Deemed Inclusion
21. Modifications and Changes
22. Contract Term and Extension Options
23. Termination
24. Non-Appropriation
25. Additional Insurance Requirements
26. Clean-Up
27. Substitutions – Standards
28. Pre-Award Meeting
29. Environmentally Preferable Purchasing Program
30. Scope of Work
31. Hours of Service
32. Section 3 – Compliance

## **PART III FORM OF BID**

- A.** Checklist
- B.** Statement of Bidders Qualifications
- C.** References
- D.** Bid Form
- E.** Bid to be Executed by a Corporation
- F.** Bid to be Executed by a Partnership
- G.** Bid to be Executed by a Sole Proprietor



- H. Bid Acceptance
- I. Certification of Bidder Regarding Debarment, Suspension & Other Responsibility Matters
- J. Certification Regarding Lobbying
- K. Instructions for Completion of SF-LL – Disclosure of Lobbying Activities & Form SF-LL – Disclosure of Lobbying Activities
- L. Conflicts of Interest
- M. Non-Collusive Affidavit
- N. Section 3 – Economic Opportunities for Recipients of HUD Assistance
- O. Special MBE/WBE Participation Summary Form
- P. MBE/WBE Subcontractor Affidavit Form
- Q. Profile of Firm

#### **PART IV HUD & OTHER APPLICABLE FORMS**

- A. HUD-5369 Instructions to Bidders for Contracts Public and Indian Housing Programs
- B. HUD-5369-A Representations, Certifications, and Other Statements of Bidders Public Housing
- C. HUD-5370-EZ General Conditions of the Contract for Construction Public Housing
- D. W-9 Request for Taxpayer Identification Number & Certification

#### **PART V CURRENT APPLICABLE WAGE DETERMINATION**

- A. Current Davis-Bacon Wage Decision

#### **PART VI SCOPE OF SERVICES**

- A. Scope of Services

## **PART I - DEFINITIONS**

Wherever applicable in this Request For Proposals (RFP), the following terms, or pronouns in place of them, or Abbreviations are used; the interpretation and meaning shall be interpreted as follows:

“Attachments” means all exhibits attached hereto and/or incorporated by reference herein;

“Authority” means Housing Authority of Cook County;

“Authority Representative” means the person or persons authorized by the Authority to act on behalf of this Invitation for Bid;

“Authority Website” means [www.thehacc.org](http://www.thehacc.org);

“Bid” as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price for performance of the Work, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents;

“Bid Bond” means a bond, deposit or guarantee issued by a surety company to ensure bidder will accept and perform the work under the contract terms, including attempting to withdraw or otherwise not fulfill the contract.

“Bid Date” means the calendar day by which bids must be received by the Authority;

“Bid Time” means the time by which bids must be received by the Authority;

“Bidder” means an entity that submits a bid;

“Business Day” means business days (Monday through Friday, excluding Saturday & Sunday or legal holidays) in accordance with the world-wide accepted business calendar;

“Calendar Day” means calendar days (Sunday through Saturday, excluding legal holidays) in accordance with the world-wide accepted calendar;

“Contact Person” refers to Contractor's management level personnel who will work as liaison between the Authority and the Contractor and be available to respond to any problems that may arise at a work site;

“Contract” means a formal written contract between the Authority and a Preferred Bidder to undertake the Services, including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof;

“Contract Term/Period” for purposes of this contract means the period the Services will begin and end.

“Contractor” refers to the person, firm, entity or corporation who is awarded this contract;

“Contract Documents” are herein as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;

“Contracting Officer” means an official authorized by the Executive Director to enter into and/or administer contracts and make related determinations and findings.

“Deliverables” means any Work, documents, reports, information, etc. to be provided by the Contractor to the Authority;

“Director” refers to the Director of Procurement Services, for Housing Authority of Cook County, and any representative duly authorized in writing to act on the Director's behalf;



“Executive Director” refers to the Executive Director of Housing Authority of Cook County, and any representative duly authorized in writing to act on the Executive Director's behalf;

“HACC” refers to Housing Authority of Cook County;

“Force Majeure Event” means events beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages (except for work stoppages resulting from practices of the Contractor which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Contractor has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage);

“Holidays” means the following days in accordance with industry standards; New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day;

“Invitation for Bids” a formal request to prospective vendors soliciting price quotations or bids;

“Payment and Performance Bond” means a bond or guarantee that Contractor has successfully completed the work and those subcontractors and suppliers have been paid.

“Pre-Bid Conference” means the day scheduled by the Authority to discuss requirements under this Invitation for Bid;

“Bid” as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price for performance of the Work, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents, also known as the „Bid“;

“Purchase Order” means a formal written contract between the Authority and the lowest responsive and responsible Bidder to undertake the Services, including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof;

“Reporting Formats” means the appearance in which a report is submitted by the Contractor to the Authority;

“Respondent” refers to the person, firm, entity or corporation who is submitting a response to the subject solicitation and or awarded this contract:

“Service Start Date” means the first day services are to begin.

“Service End Date” means the last day services are to be completed and invoiced.

“Service Location” refers to the location where the product or service is to be provided by the Contractor;

“Services” means the services to be performed by the Contractor hereunder, including provision of all labor materials, equipment, supplies and other incidentals necessary or convenient to the successful completion of the work;

“Site” means the place or places where the Services are to be performed;

“Subcontractor” means any person or entity with whom the Contractor contracts to provide any part of the Work, including subcontractors of any tier, suppliers and material men, whether or not in privacy with the Contractor;

“Supervisor” refers to Contractor’s management level personnel who will work as liaison between Housing Authority of Cook County;

“Vendor” refers to the person, firm, entity or corporation who submits a bid or quotation;

“Work” means the interior renovation.

“Work Site” refers to the location where the work is to be performed.

Unless a contrary meaning is specifically noted elsewhere, words as required, as directed, as permitted, and similar words mean that requirements, directions of, and permission of the Executive Director, are intended; similarly the words approved, acceptable, satisfactory, or words of like imports, will mean approved by, acceptable to, or satisfactory to the Executive Director. The words necessary, proper, or words of like import as used with respect to extent of Work specified will mean that Work must be conducted in a manner, or be of character which is necessary or proper in the opinion of the Executive Directors” judgment in such matters will be considered final and incontestable by the Contractor.

Wherever the imperative form of address is used, such as provide equipment required it will be understood and agreed that such address is directed to the Contractor.

## **PART II - SPECIAL CONTRACT PROVISIONS**

### **1. DOWNLOADABLE DOCUMENTS**

The bidder is responsible for checking the HACC website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from HACC's website will not relieve the bidder from being bound by any additional terms and/or conditions in the clarification and/or addenda. HACC will not be responsible for bidder's failure to consider additional information contained therein in preparing the bid.

If the solicitation was downloaded from HACC's website instead of picking up a hard copy from the office of HACC, the bidder should contact the Contract Administrator shown on the solicitation Cover Page by phone or email or by faxing a copy of a business card (include e-mail address) to the attention of the Contract Administrator at (312) 386-6266 in order to register your company as a document holder for this bid solicitation.

Any harm to the bidder resulting from such failure to adhere to these requirements will not be valid grounds for a protest against award(s) made under this bid solicitation.

### **2. EXECUTION OF BID DOCUMENTS**

If bidder is a corporation, the President and Secretary must execute the bid and the corporate seal must be affixed. In the event that this bid is executed by other than the President, attach a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Director must be submitted.

If bidder is a sole proprietorship, the sole proprietor must execute the bid. A "Partnership", "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which located, as provided in 805 ILCS 405 (1992).

Bids must be submitted with original signatures in the space provided on the appropriate Bid Execution Page and wherever else original signatures are required. Bids not properly signed and notarized may be rejected.

### **3. SUBMISSION OF BIDS**

All prospective bidders must submit bids and bid bonds (if required) enclosed in sealed envelope(s) addressed to: Housing Authority of Cook County, Department of Procurement Services, 175 W. Jackson Boulevard, Room 350, Chicago, Illinois 60604 and MUST carry the following information on the face of envelope: Bidder's Name, Address, Specification Name, Specification Number, date and hour designated for bid opening as shown on the legal advertisement or otherwise noted in an official addendum. If more than one envelope will be used to deliver the bid (i.e. brown Kraft envelope inside a Federal Express envelope) then both envelopes MUST clearly indicate the required information.

### **4. LIABILITY**

Contractor will assume entire liability for any and all damages or injury caused by or to Contractor's workmen while engaged in the execution of this Contract.

### **5. INDEMNIFICATION**

Contractor must defend, indemnify, keep and hold harmless HACC, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

1. Injury, death or damage of or to any person or property;
2. Any infringement or violation of any property right (including any patent, trademark or copyright);
3. Failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any Subcontractor;
4. The Housing Authority of the County of Cook's exercise of its rights and remedies under this Contract; and

5. Injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

"Losses" means, individually and collectively, liabilities of every kind, including Losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Contractor, its employees, agents and Subcontractors.

At HACC's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but HACC has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of HACC, if the settlement requires any action on the part of HACC.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). HACC, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend HACC are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

#### **6. RESTRICTIONS**

No member, officer, or employee of the HACC or former member, or employee of the HACC who ceased to be a member, officer or employee within 1 year shall voluntarily acquire any interest, direct or indirect, in any property included or planned to be included in any Authority project, or in this Contract or any subcontract relating to any project. If any such person voluntarily acquired any such interest or had acquired any such interest prior to appointment or employment as such member, officer, or employee, then such person shall immediately disclose any such interest in writing to the HACC. Upon any such disclosure a member, officer, or employee shall not participate in any action by the HACC relating to the property or Contract in which he/she may have any such interest.

#### **7. GENERAL CONTRACTOR**

**Not Applicable**

#### **8. GENERAL CONTRACTOR LICENSE REQUIREMENT**

**Not Applicable**

#### **9. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, HUD's General Conditions (Article 39 of HUD-5370), the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's

Rules and Regulation for public Contracts may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations, and the contract may be cancelled or voided, in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contract) of minorities and women in the area(s) from which it may be reasonably recruit, and it will hire for each job classification for which employee are hired in such a way that minorities and women are not under-utilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, will state that applicants will be afforded equal opportunity without discrimination because of race, religion, sex, nation's origin or ancestry.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractors in its effort to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency, and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects, comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigating to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
7. That it include verbatim or by reference the provisions of paragraph 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contract so that such provisions will be binding upon every such contractor; and that it will also include the provisions of paragraph 1, 5, 6, and 7 in every supply subcontract as defined in section 2.10(a) of the Commission's Rules and Regulations for Public Contract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further, it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commissions in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and thereof ineligible for contract or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations

As used in this certificate, the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplied and services. If this certificate is submitted as part of a bid, the term "Seller" shall deemed to refer to the Bidder, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all

non-exempt contract/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies to HACC hereinafter referred to as the Buyer:

A. **REPORTS:** Within thirty (30) calendar days after Buyer's award to Seller of any contract/subcontract and prior to March 31 thereafter during the performance of work under said subcontract, the Seller and File Standard Form 100 entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such report.

**B. PRIOR REPORTS:** Seller, if is has participated in previous contract or subcontract subject to the Equal Opportunity Clause (41 C.F.R. Sec. 60-1.4(a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of executive order No. 11114, has filed all required compliance reports. Seller shall obtain similar representation indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.

**C. CERTIFICATION OF NONSEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not require its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms, and wash rooms, restaurant and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employee which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award for subcontracts exceeding Ten thousand dollars (\$10,000.00), which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES.** A certification on Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding ten thousand dollars (\$10,000.00), which is not exempt from the provision of the Equal Opportunity Clause. (Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 100).

**D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM:** Prior to one hundred twenty (120) calendar days after receipt of any subcontract in the amount of fifty thousand dollars (\$50,000.00) or more from Buyer, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his (her) establishments a written affirmative action compliance program as called for in 41 C.F.R. Part 60-1.40. Seller will also require its lower-tier subcontractors who have fifty (50) or more employees and receives a subcontract of fifty thousand dollars (\$50,000.00) or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish a written affirmative action compliance program in accordance with 41 C.F.R. Part 60-1.40.

E. Seller certifies that it is not currently in receipt of any outstanding letter of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO regulations.

## **10. NOTICES**

After contract award, all communications and notices to HACC herein provided for will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contract Administrator by name and address listed on the cover hereof, and to Housing Authority of Cook County, Department of Procurement Services, 175 W. Jackson Blvd., Suite 350, Chicago, Illinois 60604-3042.

All communications and notices to the contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the bidder by name and address listed on the bid.

## **11. CASH BILLING**

Any cash billing discounts offered will not be considered in the evaluation of bids.

## **12. RESPONSIBILITY**

Housing Authority of Cook County will not be responsible for any products, materials or services furnished without a formal purchase order or Contract therefore.

### **13. TAXES**

Housing Authority of Cook County, a Municipal Corporation, is exempt from payment of Federal Excise Taxes, Federal Transportation Tax and State of Illinois Retailers Occupation Tax. Appropriate exemption certificates will be furnished upon request.

### **14. SUBCONTRACTOR ACCEPTANCE**

**Not Applicable**

### **15. FALSE STATEMENTS**

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update information/documentation, as well as in any other affidavits, statements or Contract documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of HACC, notwithstanding any prior review or acceptance by HACC of any materials containing such a misrepresentation. In addition, HACC may debar Contractor, assert any Contract claims or seek other civil or criminal remedies as a result of a misrepresentation.

### **16. AUDITS**

HACC may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five (5) years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit, it is determined that the Contractor or any of its Subcontractors has overcharged HACC in the audited period, HACC will notify Contractor. Contractor must then promptly reimburse HACC for any amounts HACC has paid Contractor due to the overcharges and also some or all of the costs of the audit, as follows:

A. If the audit has revealed overcharges to HACC representing less than five percent (5%) of the total value, based on the Contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse HACC for fifty percent (50%) of the cost of the audit and fifty percent (50%) of the cost of each subsequent audit that HACC conducts;

B. If, however, the audit has revealed overcharges to HACC representing five percent (5%) or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse HACC for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse HACC in accordance with A or B above is an event of default under this Contract, and Contractor will be liable for all of HACC's costs of collection, including any court costs and attorney's fees.

### **17. SEVERABILITY**

If any provision of this Contract is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case or in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Contract or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any case or circumstances, or of rendering any other provision or provisions in this Contract invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Contract or any part of it.



## **18. FORCE MAJEURE EVENT**

Notwithstanding anything to the contrary in this Contract, neither HACC nor the Contractor will be liable to the other party for performance of their respective obligations under this Contract if such performance is prevented by the occurrence of a Force Majeure Event. However, if the Contractor is unable to provide the goods and/or services as required by this Contract due to the occurrence of a Force Majeure Event, and the Contractor is not able to restore full provision of the goods and/or services within seven (7) calendar days, then HACC may elect to terminate this Contract in accordance with this Contract. In addition, if the Contractor is prevented from providing any portion of the Services due to a Force Majeure Event, then, if so directed by HACC, the Contractor will cause its personnel to appear before the Director or any other interested group or body, as directed by HACC, and such personnel will summarize both the Force Majeure Event and the efforts being made by the Contractor to resume the Services required by this Contract.

## **19. PUBLIC CONVENIENCE**

**Not Applicable**

## **20. DEEMED INCLUSION**

Provisions required by law, ordinances, rules, regulations, or executive orders; including but not limited to the referenced required Housing and Urban Development documents; HUD-5369 Instructions to Bidders for Contracts Public and Indian Housing Programs, HUD-5369-A Representations, Certifications and Other Statements of Bidders Public Housing, HUD-5370 General Conditions for Construction Contracts, W-9 Request for Taxpayer Identification Number and Certification, Current Applicable HUD Wage Determinations, to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract or, upon application by either party, the Contract will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after the Contract is signed prevent its enforcement.

## **21. MODIFICATIONS AND CHANGES**

No changes, amendments, modifications, cancellations or discharges of this Contract, or any part hereof, will be valid unless stipulated in writing and signed by the parties hereto, or their respective agents representatives. Such changes which are mutually agreed upon by and between HACC and the Contractor will be incorporated in written modifications to this Contract. Failure of the Contractor to familiarize himself/herself with all requirements of the Contract documents will not relieve Contractor from complying with all of the provisions herein.

## **22. CONTRACT TERM AND EXTENSION OPTIONS**

The initial Contract period will be in effect for thirty-six (36) months indicated herein. The Authority may, in its sole discretion, exercise its right to extend the Contract period up to an additional twenty-four (24) months, in one-year intervals beyond the initial Contract period. No less than thirty (30) calendar days before the expiration of the then current Contract term, the Director will give the Contractor notice of the Authority's intent to exercise its option to renew the Contract for the approaching option period. The date on which HACC gives notice will be denoted by the official Notification of Award.

## **23. TERMINATION**

HACC may terminate this Contract or any portion of the Contract, at any time by a notice in writing from HACC to the Contractor, as per HUD Form 5370-EZ (General Contract Conditions for Small Construction/Development Contracts). The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

If HACC elects to terminate the Contract in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Contract whether completed or in the process, must be delivered to HACC within ten (10) calendar days after the effective date stated in the notice.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors to winding down any activities previously begun. No costs incurred after the effective date of the termination are allowed.

Payment for any services actually and satisfactorily delivered before the effective date of the termination is on the same basis as set forth in the Payment clause and as outlined in the Terms and Conditions. The payment so made to the Contractor is in full settlement for all Services satisfactorily delivered under this Contract. If Contractor disputes the amount of compensation determined by HACC to be due Contractor, then the Contractor must initiate dispute settlement procedures.

#### **24. NON-APPROPRIATION**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of HACC for payments to be made under this Contract, then HACC will notify the Contractor of that occurrence and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by HACC to fund payments under this Contract.

#### **25. ADDITIONAL INSURANCE REQUIREMENTS**

The following are insurance requirements in addition to those contained in the *General Conditions for non-Construction Contracts* (HUD-5370):

##### Additional Requirements

The Contractor must furnish Housing Authority of Cook County, Department of Procurement Services, 175 W. Jackson Boulevard, Suite 350, Chicago, Illinois 60604, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverage's have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by HACC that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of HACC to obtain certificates or other insurance evidence from Contractor is not a waiver by HACC of any requirements for the Contractor to obtain and maintain the specified coverage's. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and HACC retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor shall provide HACC with a Certificate of Insurance naming the HACC as an additional insured for Workers Compensation, General Liability/Professional Liability, and Automobile Liability Insurance required under the contractual agreement and shall provide HACC with the actual insurance policy endorsement. Certificate MUST be submitted within five days of Notification of Contract Award. HACC will not issue a fully executed copy of the contract without receipt of the required insurance certificate meeting the requirements stated herein.

The insurance must provide for sixty (60) days prior written notice to be given to HACC in the event coverage is substantially changed, canceled, or non-renewed. Any deductibles or self-insured retentions on referenced insurance coverage's must be borne by the Contractor. The Contractor agrees that insurers waive their rights of subrogation against HACC, its employees, elected officials, agents, or representatives.

The coverage's and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law. Any insurance or self-insurance programs maintained by HACC do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverage's for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract. If Contractor or subcontractor desire additional coverage's, the party desiring the additional coverage's is responsible for the acquisition and cost.

#### **26. CLEAN UP**

Not Applicable

#### **27. SUBSTITUTION – STANDARDS**

Not Applicable

**28. PRE-AWRAD MEETING**

If requested by the Director, the selected bidder must attend a pre-award meeting with HACC. Attendance at this pre-award meeting is mandatory. No electronic devices for recordings of voices or images will be permitted at the pre-award meeting.

**29. ENVIRONMENTALLY PREFERABLE PURCHASING PROGRAM**

Not Applicable.

**30. SCOPE OF WORK**

Contractor is to provide labor consulting/negotiation services for the Housing Authority of Cook County (HACC) in accordance with all industry standards and all applicable Federal, State and local regulations.

### **31. HOURS OF SERVICE**

The hours of service shall be from 8:30 a.m. until 4:30 p.m., Monday thru Friday, excluding Holidays.

### **32. SECTION 3 – COMPLIANCE**

HACC has determined that the contract awarded under this solicitation 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) and Title 24 of Subchapter B, Part 135 – Economic Opportunities for Low –Income Persons. 24 CFR 135.3 Section 3 Compliance requires that any contract or subcontract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form of training, employment, contracting, and other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction be directed to low- and very low – income persons. Bidders shall be deemed to have demonstrated compliance with the “greatest extent feasible” requirement of Section 3 at the date and time published for bid opening by submitting a direct hiring plan that is, in HACC’s sole discretion, equitable by non- arbitrary, non-capricious criteria. If after selection of a bidder, but prior to execution of a contract, a bidder’s hiring plan is deemed inequitable, the HACC shall endeavor to negotiate a specific number of public housing residents, other than Section 3 Residents, to be trained or employed on Section 3- covered assistance and may require the utilization of one or several tiers in combination to achieve compliance by bidder to the greatest extent feasible. In the event that the Bidder does not hire eligible Section 3 workers, the Bidder shall invest into HACC’s section 3 Fund in the amount equal to 2% of the contract value (see Part III – Section N).

## PART III – FORM OF BID

### INTERESTED BIDDERS ARE TO EXECUTE AND SUBMIT ONE (1) COMPLETE ORIGINAL BID PACKAGE

All pages contained in the Invitation for Bids are considered original Contract documents and must be submitted as part of the complete bid package. This RFP includes documents that must be prepared, completed and/or executed by the bidder and submitted as part of its bid package.

Bidder must fully complete, sign, notarize and submit as part of its bid all documents incorporated herewith. Incomplete bids are subject to rejection.

When preparing your bid package, please refer to HUD-5369- Instruction to Bidders for Contracts Public and Indian Housing.

#### A. CHECKLIST

All documents contained in this RFP must be returned as part of the Bidder's Bid Package. The following is a checklist of all required documents that each Bidder must complete, prepare, sign, and/or be notarized and MUST be included in each bid package. The checklist is provided to assist in completing a responsive bid. Please review this checklist and submit with your bid all documents that are checked as a "Required Submittal". Documents that are checked "Signature required" must be properly executed. Documents that are checked "Notary Required" must be notarized. Failure to include any of these documents may result in rejection of the bid.

Document	Required Submittal	Signature Required	Notary Required
All documents contained in the IFB	X		
Statement of Bidders Qualifications	X		
References	X		
Bid Form	X		
Bid to be Executed by Corporation (as applicable)	X	X	X
Bid to be Executed by a Partnership (as applicable)	X	X	X
Bid to be Executed by a Sole Proprietor (as applicable)	X	X	X
Certification of Bidder Regarding Debarment, Suspension and Other Responsibility Matters	X	X	
Certification Regarding Lobbying	X	X	
Disclosure of Lobbying Activities	X	X	
Conflicts of Interest	X	X	
Non-Collusion Affidavit	X	X	X
Section 3 – Economic Opportunities for Recipients of HUD Assistance – Check	X		

## **B. STATEMENT OF BIDDERS QUALIFICATIONS:**

The Contractor MUST submit with their bid package a Statement of Qualifications addressing the items enumerated below.

*Description of the Firm's Capacity* – Describe why Contractor feels its organization is qualified to provide the requested services; include staff resources, office facilities, equipment, etc.

*Description of the Firm's Financial Capacity* – Provide an audited financial statement, including bidder's latest balance sheet and income showing the following items:

Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares per values, earned surplus and retained earnings).

Provide name and address of firm preparing the attached financial statement, and date thereof. If the financial statement identifies a name other than the name of the organization submitting a bid, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidary).

*Description of Previous-Related Experience* – Provide a detailed project listing describing similar services you have performed in the past.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**C. REFERENCES**

List (or include separately) a minimum of four (4) projects in which the Contractor has performed similar services. All information outlined below must be provided to allow reference checks to be performed. The identified party must be one who has first-hand knowledge regarding the operation of the contracted project and who was involved in managing the contract between the Contractor and the contracting entity.

Please complete the following information:

1. NAME OF FIRM:  
ADDRESS:  
CITY/STATE/ZIP:  
CONTACT PERSON:  
TITLE:  
PHONE:  
DESCRIPTION OF WORK:

YEAR: DOLLAR AMOUNT: \$

2. NAME OF FIRM:  
ADDRESS:  
CITY/STATE/ZIP:  
CONTACT PERSON:  
TITLE:  
PHONE:  
DESCRIPTION OF WORK:

YEAR: DOLLAR AMOUNT: \$

3. NAME OF FIRM:  
ADDRESS:  
CITY/STATE/ZIP:  
CONTACT PERSON:  
TITLE:  
PHONE:  
DESCRIPTION OF WORK:

YEAR: DOLLAR AMOUNT: \$

4. NAME OF FIRM:  
ADDRESS:  
CITY/STATE/ZIP:  
CONTACT PERSON:  
TITLE:  
PHONE:  
DESCRIPTION OF WORK:

YEAR: DOLLAR AMOUNT: \$

**D. BID FORM**

HOUSING AUTHORITY OF COOK COUNTY Contact **Name:** Patrick Curtin: DEPARTMENT OF PROCUREMENT SERVICES **Phone No.:** (312) 542-4725  
175 WEST JACKSON BLVD., SUITE 350 **Fax No.:** (312) 386-6266  
CHICAGO, ILLINOIS 60604 **e-mail address:** pcurtin@thehacc.org

**SPECIFICATION NUMBER:** 2014-100-020

**PROJECT DESCRIPTION:** Labor Consulting/Negotiation Services

**BID DUE DATE/TIME:** Friday May 16, 2014, by 2:00 p.m.

(To be considered, your bid must reach us by the deadline specified or as otherwise specified via an addendum.)

**BIDDER INFORMATION:**

Company Name: \_\_\_\_\_ Contact  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zipcode \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email:  
\_\_\_\_\_

HACC seeks qualified individuals or firms to provide Labor Consulting/Negotiation Services under the terms and conditions set forth; and in conformance with the terms and conditions of the Contract Documents. HACC reserves the right to make multiple awards for this solicitation. Contract awardees will be ranked based on the lowest, responsive and responsible regular time rate per hour.

**HOURLY RATE DESCRIPTION**  
**Billable Services: Hourly Rate**

**RATE**  
**\$**



**E. BID TO BE EXECUTED BY A CORPORATION**

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to:

- 1) Terms and Conditions,
- 2) Not Applicable
- 3) Detailed Specifications or Scope of Services,
- 4) Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ),
- 5) Technical Specifications,
- 6) Bid Pages, and
- 7) Certifications.

The undersigned also acknowledges having received all Addenda to this solicitation as follows (*bidder to complete the following*):

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

The undersigned affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose. Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (Bidder) or prospective bidder (Bidder) or with any other person, firm or corporation relating to the price named in this bid or any other bid, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (Bidders) and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

NAME OF CORPORATION: \_\_\_\_\_

(Print or Type)

SIGNATURE OF PRESIDENT\*: \_\_\_\_\_

(Or Authorized Officer)

TITLE OF SIGNATORY: \_\_\_\_\_

(Print or Type)

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

(Print or Type)

\*Note: In the event that this bid is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST: \_\_\_\_\_

Corporate Secretary Signature

(Affix Corporate Seal)

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

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

\_\_\_\_\_ as President (or other authorized officer) and

\_\_\_\_\_ as Secretary of \_\_\_\_\_ (Corporation Name).

(Notary Public Seal)

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

Commission Expires: \_\_\_\_\_

**F. BID TO BE EXECUTED BY A PARTNERSHIP**

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to:

- 1) Terms and Conditions,
- 2) Not Applicable
- 3) Detailed Specifications or Scope of Services,
- 4) Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ),
- 5) Technical Specifications
- 6) Bid Pages, and
- 7) Certifications.

The undersigned also acknowledges having received all Addenda to this solicitation as follows (*bidder to complete the following*):

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

The undersigned affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this bid, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose. Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (Bidder) or prospective bidder (Bidder) or with any other person, firm or corporation relating to the price named in this bid or any other bid, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (Bidders) and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

BUSINESS NAME: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: \_\_\_\_\_

**SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP**

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: \_\_\_\_\_

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

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

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

Subscribed and sworn to before me by each of the foregoing individuals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Commission Expires: \_\_\_\_\_

(Notary Public Seal)

**G. BID TO BE EXECUTED BY A SOLE PROPRIETOR**

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to:

- 1) Terms and Conditions,
- 2) Contract Plans or Drawings (as applicable),
- 3) Detailed Specifications or Scope of Services,
- 4) Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ),
- 5) Technical Specifications,
- 6) Bid Pages, and
- 6) Certifications.

The undersigned also acknowledges having received all Addenda to this solicitation as follows (*bidder to complete the following*):

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

The undersigned affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this bid, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose. Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (Bidder) or prospective bidder (Bidder) or with any other person, firm or corporation relating to the price named in this bid or any other bid, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (Bidders) and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

SIGNATURE OF PROPRIETOR: \_\_\_\_\_  
(Signature)

DOING BUSINESS AS: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: \_\_\_\_\_

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ (name/s of person/s)

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

Commission Expires: \_\_\_\_\_  
(Notary Public Seal)

**H. BID ACCEPTANCE (HACC USE ONLY)**

The undersigned, on behalf of Housing Authority of Cook County, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the bid.

Total Amount of Contract: \$\_\_\_\_\_

\_\_\_\_\_  
Executive Director

Contract Awarded on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**I. CERTIFICATION OF BIDDER REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

(Bidder) { \_\_\_\_\_ } certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three year period preceding this bid been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, thief, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and

d. Have not within a three year period preceding this bid had one or more public transaction (Federal, State or Local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this certification.

(BIDDER) { \_\_\_\_\_ } CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Date: \_\_\_\_\_ **BIDDER:** \_\_\_\_\_

By: \_\_\_\_\_  
(Printed Name)

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

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

**J. CERTIFICATION REGARDING LOBBYING**

I, \_\_\_\_\_,  
(Name and Title of Authorized Official)

Hereby Certify on Behalf of { \_\_\_\_\_ } that:

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

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

c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: \_\_\_\_\_ **BIDDER:** \_\_\_\_\_

By: \_\_\_\_\_  
(Printed Name)

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

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

## **K. INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-awardees or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment of any lobby entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information in the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobby activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or a sub award recipient. Identify the tier of the sub-awardees, e.g., the first sub awardees- of the prime is in the 1<sup>st</sup> tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFOA) number for grants, cooperation agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Bid (RFP) number, Invitation for Bid (IFB) number: grant announcement number: the contract, grant or loan award number, the application/Bid control number assigned by the Federal agency. Include prefixes e.g. RFP-DE-90-00).
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual (s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual or will be made 9planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal Official (s) or employee (s) contacted of the officer (s) employee (s) or Member (s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying individual shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average thirty (30) minutes per response. Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other respect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-004-5), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, researching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget sent it to the address provided by the sponsoring agency.

- |   |  |  |
|---|--|--|
| <p>1. Type of Federal Action:</p> <p>___ a. contract<br/>         ___ b. grant<br/>         ___ c. cooperative agreement<br/>         ___ d. loan<br/>         ___ e. loan guarantee<br/>         ___ f. loan insurance</p> | <p>2. Status of Federal Action:</p> <p>___ a. bid/offer/application<br/>         ___ b. initial award<br/>         ___ c. post-award</p> | <p>3. Report Type:</p> <p>___ a. initial filing<br/>         ___ b. material change<br/>         For Material Change Only<br/>         year _____ quarter _____<br/>         date of last report _____</p> |
|---|--|--|

- |   |  |
|---|--|
| <p>4. Name and Address of Reporting Entity:</p> <p>___ Prime ___ Subawardee Tier _____, if known:</p> | <p>5. If reporting entity in No. 4 if Subawardee, enter name and address of Prime.</p> |
|---|--|

- |   |  |
|---|--|
| <p>Congressional District, if known:</p> <p>6. Federal Department/Agency:</p> | <p>Congressional District, if known:</p> |
|---|--|

6. Federal Program Name/Description:

CFDA Number, if applicable:

- |  |                                   |
|--|-----------------------------------|
| <p>8. Federal Action Number, if known:</p> | <p>9. Award Amount, if known:</p> |
|--|-----------------------------------|

- |  |  |
|--|--|
| <p>10a. Name and Address of Lobbying Registrant<br/>         (If individual, last name, first name, MI):</p> | <p>\$<br/>         b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):</p> |
|--|--|

I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature \_\_\_\_\_ Print  
 Name \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Date: \_\_\_\_\_

Federal Use Only

Authorized for Local Reproduction  
 Standard Form LLL



**L. CONFLICTS OF INTEREST**

(Bidder) { \_\_\_\_\_ } certifies that:

1. No employee, officer, or agent of HACC participated in the selection, or in the award or administration of the Contractor's Agreement with HACC, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) an HACC employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents, (iv) his or her business associates, or (v) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Bidder or any affiliate thereof, or has a financial or other interest in the Bidder or the Bidder's Agreement with HACC.

2. Bidder shall not enter into any contract, subcontract or agreement with any officer, agent or employee of HACC during his or her tenure not for one (1) year thereafter shall any officer, agent or employee of HACC have any interest, direct or indirect, in the Contract Agreement including the proceeds thereof.

Date: \_\_\_\_\_ **BIDDER:** \_\_\_\_\_

By: \_\_\_\_\_  
(Printed Name)

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

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

**M. NON-COLLUSIVE AFFIDAVIT**

(Bidder/Bidder) {\_\_\_\_\_} certifies to the best of its knowledge and belief, that:

The party making the foregoing Bid or Bid, that such Bid or Bid is genuine and not collusive or sham; that said Bidder or Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham or bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusions, or communication or conference, with any person, to fix the Bid or Bid price or affiant or of any other Bid or Bidder, or to secure any advantage against HACC or any person interested in the proposed Contract; and that all statement in said Bid or Bid are true.

If the Bidder/Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this certification.

(BIDDER/BIDDER) {\_\_\_\_\_} CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

County of

State of

Acknowledged under oath on (date)

Before me by  
(Printed Name)

(Signature)

As (title)

Of (firm)

Notary Public Signature:

Commission expires: (Seal)

## N. SECTION 3 – ECONOMIC OPPORTUNITIES FOR RECIPIENTS OF HUD ASSISTANCE

Please provide, in a separate document labeled „Statement of Section 3 Compliance“ how your firm proposes to comply with the Section 3 Clause utilizing one of the options listed below. The document must be signed by the agent authorizing the submittal of the response document.

### SECTION 3 CLAUSES

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 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 worker's 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 applicant 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 Services 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 Subcontractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the Contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted Contracts.

G. With respect to Services performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the Services to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of Contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Further information may be found on the U.S. Department of Housing and Urban Development's website at [www.hud.gov](http://www.hud.gov) and in the Code of Federal Regulations (24 CFR Part 135).

### OPTIONS FOR SECTION 3 COMPLIANCE:

#### **Employment of Qualified Residents**

In the event the Bidder has the need to employ new workers as a result of entering into said contract, the Bidder shall employ eligible Section 3 workers to fill 30% of new positions.

#### **Paying into the Resident Training Program**

In the event the Bidder does not hire eligible Section 3 workers, the Bidder shall invest into HACC's Section 3 Fund in the amount equal to 2% of the contract value.

---

**PRINT    TITLE    SIGNATURE    DATE**

**O. SPECIAL MBE/WBE PARTICIPATION SUMMARY FORM**

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

**1. SMALL BUSINESS PARTICIPATION**

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

**2. 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:**

African American Female African American  
Native American Female Native American  
Hispanic Female Hispanic  
Asian Female Asian  
Other: \_\_\_\_\_ 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
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>TOTAL</b>	<b>\$ _____</b>	<b>_____ %</b>

**3. 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
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>TOTAL</b>	<b>\$ _____</b>	<b>_____ %</b>

**P. MBE/WBE SUBCONTRACTOR AFFIDAVIT**

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

Specification Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

From: MBE: Yes No  
(Name of MBE/WBE Firm) WBE: Yes No  
DBE: 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 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



PROPERTY	MANAGER	EMAIL	OFFICE	FAX
----------	---------	-------	--------	-----

PROPERTY	MANAGER	EMAIL	OFFICE	FAX
Daniel P. Bergen Homes 1314 Wentworth Avenue Chicago Heights, IL 60411	Cherilynne Moutry	<a href="mailto:cmoutry@thehacc.org">cmoutry@thehacc.org</a>	708-757-7670	708-757-4233
Delynn Hodges Assistant Property Manager John Mackler Homes 1314 Wentworth Avenue Chicago Heights, IL 60411	<a href="mailto:lhodges@thehacc.org">lhodges@thehacc.org</a> Cherilynne Moutry	<a href="mailto:lhodges@thehacc.org">lhodges@thehacc.org</a> <a href="mailto:cmoutry@thehacc.org">cmoutry@thehacc.org</a>	708-388-3892 708-757-7670	708-388-0213 708-757-4233
Delynn Hodges Assistant Property Manager Richard Flowers Homes 13900 Grace Street Robbins, IL 60472	<a href="mailto:lhodges@thehacc.org">lhodges@thehacc.org</a> Alvertha Johnson	<a href="mailto:lhodges@thehacc.org">lhodges@thehacc.org</a> <a href="mailto:ajohnson@thehacc.org">ajohnson@thehacc.org</a>	708-388-3892 708-388-3892	708-388-0213 708-388-0213
Delynn Hodges Assistant Property Manager Sunrise Apartments 1314 Wentworth Avenue Chicago Heights, IL 60411	<a href="mailto:lhodges@thehacc.org">lhodges@thehacc.org</a> Cherilynne Moutry	<a href="mailto:lhodges@thehacc.org">lhodges@thehacc.org</a> <a href="mailto:cmoutry@thehacc.org">cmoutry@thehacc.org</a>	708-388-3892 708-757-7670	708-388-0213 708-757-4233
Delynn Hodges Assistant Property Manager Celina Blake Homes 1055 Berkeley Ford Heights, IL 60411	<a href="mailto:lhodges@thehacc.org">lhodges@thehacc.org</a> Kendra Brown	<a href="mailto:lhodges@thehacc.org">lhodges@thehacc.org</a> <a href="mailto:kbrown@thehacc.org">kbrown@thehacc.org</a>	708-388-3892 708-758-4024	708-388-0213 708-758-0487
Vera L. Yates 1055 Berkeley Ford Heights, IL 60411	Kendra Brown	<a href="mailto:kbrown@thehacc.org">kbrown@thehacc.org</a>	708-758-4024	708-758-0487
Edward Brown Apartments 3210 W. 139th Street Robbins, IL 60472	Alvertha Johnson	<a href="mailto:ajohnson@thehacc.org">ajohnson@thehacc.org</a>	708-388-3892	708-388-0213
Delynn Hodges Assistant Property Manager Golden Towers 1 1704 E. End Avenue Chicago Heights, IL 60411	<a href="mailto:lhodges@thehacc.org">lhodges@thehacc.org</a> David Crenshaw	<a href="mailto:lhodges@thehacc.org">lhodges@thehacc.org</a> <a href="mailto:dcrenshaw@thehacc.org">dcrenshaw@thehacc.org</a>	708-388-3892 708-755-1032	708-388-0213 708-755-0510
Juniper Towers 350 Juniper Street Park Forest, IL 60466	Kelly Vance	<a href="mailto:kvance@thehacc.org">kvance@thehacc.org</a>	708-748-0441	708-748-8591
Golden Towers 2 1704 E. End Avenue Chicago Heights, IL 60411	David Crenshaw	<a href="mailto:dcrenshaw@thehacc.org">dcrenshaw@thehacc.org</a>	708-755-1032	708-755-0510
Turlington West Apartments 15306 S. Robey Harvey, IL 60426	Lekisha Bannister	<a href="mailto:lbannister@thehacc.org">lbannister@thehacc.org</a>	708-331-1005	708-331-6027
Summit Senior Apartments 7455 W. 63rd Place Summit, IL 60501	Silvia Lule	<a href="mailto:slule@thehacc.org">slule@thehacc.org</a>	708-924-1799	708-924-4379

Info As of 3.1.2014  
HACC

## **EXHIBIT A-1**

### **SCOPE OF SERVICES**

Contractor shall provide consulting services to the Housing Authority and render guidance on Labor, Employee Relations and personnel issues. Contractor shall also assist the Authority in EEOC investigations and the processing of Union grievances as well as serve as Chief Negotiator for the Authority in contract negotiations with SEIU Local 73 (and Collective Bargaining Agreements for HACC maintenance and clerical personnel). Contractor shall provide the services stated herein for a period not to exceed three calendar years from the date of the Notice to Proceed. HACC may, at its discretion, exercise the option to renew the contract for a period of up to two additional calendar years.

The Contractor shall provide services in accordance with applicable local, state, and federal laws and regulations and in compliance with the terms and conditions of this agreement.