



HOUSING AUTHORITY OF COOK COUNTY (HACC) REQUEST FOR PROPOSALS (RFP)

SPECIFICATION NUMBER: 2017-100-028
REQUIRED FOR USE BY HOUSING AUTHORITY OF COOK COUNTY

For

NATURAL GAS SUPPLY

HACC POINT OF CONTACT: Deborah O'Donnell, Procurement Manager

PHONE: 312.542.4725 **EMAIL:** dodonnell@thehacc.org

DEADLINE FOR QUESTIONS: By 2:00 p.m. Friday, July 21, 2017 to dodonnell@thehacc.org

PROPOSAL DUE DATE & TIME:

August 11, 2017 at 2:00 P.M. (CST)

**INTERESTED PROPOSERS ARE TO EXECUTE AND SUBMIT FIVE COMPLETE
PACKAGES (ONE ORIGINAL AND FOUR COPIES) TO BE MARKED AS SUCH**

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, "**Natural Gas Supply**", the Specification Number "**2017-100-028**" 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), Friday, August 11, 2017**.

RICHARD J. MONOCCHIO
EXECUTIVE DIRECTOR

SECTION I – INTRODUCTION & BACKGROUND

A. INTRODUCTION

The Housing Authority of the Cook County (HACC or the Authority) hereby requests proposals from qualified firms (hereinafter referred to as the Proposers) to supply natural gas to properties owned and managed by the Authority, listed on Attachment C.

The objective of this Request for Proposals (RFP) is to solicit the specified services and enter into a Professional Services Agreement (Attachment A), hereinafter referred to as the “Agreement,” with a qualified firm to provide the required services. Proposers are not required to sign the Agreement but are required to return it to HACC as part of their Proposal. The Agreement is provided as a replica of what HACC will expect the selected Proposer to execute upon Award.

B. 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.

C. KEY INFORMATION

Following is Key Information associated with this Request for Proposal. All times referenced in this solicitation are Central Standard Time (CST).

SUBMISSION OF PROPOSALS:

Deadline for Questions:	2:00 p.m. Friday, July 21, 2017
Deadline for Submission of Proposals:	2:00 p.m. Friday, August 11, 2017
Person to whom Proposals must be submitted to:	Deborah O'Donnell Procurement Manager Housing Authority of Cook County 175 West Jackson Boulevard Suite 350 Chicago, Illinois 60604
Documents to be submitted:	One 'ORIGINAL' Proposal Package Four 'COPY' Proposal Packages One Original/One Copy Sealed Fee Proposal (PLEASE MARK/STAMP EACH ACCORDINGLY)

FEE PROPOSAL MUST BE INCLUDED IN SEPARATE, SEALED ENVELOPE

SECTION II – SCOPE OF SERVICES

D. GENERAL SCOPE OF SERVICES

HACC is requesting proposals from natural gas suppliers that can provide both gas commodity and services necessary to timely deliver to its facilities, including acquisition, pipeline transportation, account balancing and payment of associated utility costs. HACC desires to pay the selected vendor for all cost associated with gas transportation and redelivery to all HACC facilities, including related Nicor costs. As an Illinois Municipal Corporation, HACC is exempt from taxes on transportation commodity costs.

E. HISTORIC CONSUMPTION

HACC gas usage for the period of May, 2016 through May, 2017 is provided for all accounts serviced under both Rate 74 and Rider 25. Total volumes for this one-year period are approximately 787,154 therms.

A detailed, by-month consumption listing for each HACC account receiving transportation gas is provided in *Attachment C. Historic Consumption*.

F. APPLICABLE UTILITY RATES

HACC currently receives its transportation volumes via both Rate 74 and Rider 25 under the Nicor tariff schedule. HACC will move those accounts served under Rider 25 to Rate 74 by the time of contract award.

G. UTILITY PENALTIES

The successful Offeror shall be responsible for payment of any and all utility penalties in the event of critical day deficiencies and/or account imbalances. Respondents must demonstrate their knowledge and understanding of these penalties and the conditions that would trigger them in their response to this RFP.

SECTION III – GENERAL REQUIREMENTS & QUALIFICATIONS

A. GENERAL REQUIREMENTS

Proposer may be an individual or a business corporation, partnership or a joint venture duly authorized to do business in the County of Cook, financially sound and able to provide the Services being procured by HACC.

If Proposer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, such firm shall disclose that information in its offer, which may be sufficient ground for disqualification. If the selected firm fails to disclose such information, and HACC discovers it thereafter, then HACC could terminate the contract.

Proposer must be in good standing with any Federal, State or local government that has or has had a contracting relationship with the Proposer. Therefore, if a Federal, State or local government entity has terminated any contract with Proposer for deficiencies or defaults, that Proposer is not eligible to submit a response to this solicitation.

Proposer must submit a Statement of Interest that includes but shall not be limited to:

1. Introduction/Cover Letter: Letter shall include company's name, address, telephone number, bearing the signature of an authorized representative of the Proposer and should contain any unique applications and services and any special qualifications of the Proposer.
2. Type of Organization: State applicable organization type (i.e. Corporation, Partnership, Joint Venture or Sole Proprietorship). List name(s) of shareholders, partners, principals and any other persons exercising control over the Firm or Organization.
3. Organizational Certification: Include Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document. Include an Organization Chart that includes number of present employees in each department, information on personnel training and certifications, if applicable, and the number of full and part time employees who will be assigned to the contract.

B. EXPERIENCE OF FIRM

In order to be considered eligible to submit proposal, Proposer must submit written evidence with its proposal that it meets the following minimum requirements:

- 1) Proposer must have previous experience with Nicor in performing services similar to those requested herein.
- 2) Proposer must have a minimum of five years of experience providing the requested Services.
- 3) A minimum of three past performance references with contact names and telephone numbers on the attached Reference Form.
- 4) Respondents must be registered with and approved by the Illinois Commerce Commission (ICC) to provide natural gas supply and delivery services within the NICOR service territory, which includes all of the HACC gas accounts and account locations. Documentation to support ICC approval is required and must be included in the response package.

C. METHODOLOGY

In order to be considered eligible, Proposer must submit written evidence for the timely and efficient implementation of HACC's goals and objectives, including ability to meet deadlines as described in this solicitation and how the proposers plans to meet HACC's objectives with its resources and skill set.

- 1) Proposer must discuss the factors that differentiate its services from those offered by other vendors.
- 2) Proposer must state whether or not their company strictly markets housing authorities and if not, what percentage of their company is dedicated to PHAs.

D. CAPACITY

In order to be considered eligible, Proposer(s) must submit written evidence of its ability to provide the resources necessary (staffing, equipment, office facilities, and other) the following minimum requirements:

- 1) Proposer(s) Staff must have previous experience in performing services similar to those requested herein.
- 2) Proposer(s) Staff must have a minimum of five years of experience providing similar Services. Please include staff resumes.
- 3) Provide the most recent three (3) years audited financial statements, which shall include but not be limited to: current assets, net fixed assets, other assets, current liabilities, other liabilities. Provide name and address of firm preparing the 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).

If your firm does not have audited financial statements, please provide us with a letter (on your letterhead) attesting to this and provide us with at least two of the following documents, which can be utilized in lieu of audited financial statements to verify the financial capacity of your organization:

- a. Unaudited financial statements
- b. Copy of prior year business tax filing

E. FEE PROPOSAL

The Proposer is to submit a Fee Proposal as requested on *Attachment B. Fee Proposal*. The Fee Proposal must be completed and submitted in a separately sealed envelope.

F. S/M/WBE PARTICIPATION

The Proposer shall demonstrate its ability to utilize S/M/WBE firms in the resultant contract or any unrelated contract let by the proposer and for the duration of the resultant contract.

Proposer may, itself, be an S/M/WBE firm (Also referred to as 'Direct S/M/WBE Participation') and shall complete *Attachment I. S/M/WBE Business Participation*.

Proposer may directly utilize on the resultant contract and for the duration of the resultant contract an S/M/WBE firm. Firm shall have the Sub-Contractor complete *Attachment J. S/M/WBE Subcontractor Affidavit*.

SECTION IV – CONTENT OF RESPONSE DOCUMENTS

Proposer shall fully read, comprehend and where applicable execute all attachments as outlined in this Request for Proposal. Proposals received without all of the required information, may be subject to rejection.

The assumption should be made by all respondents that this original proposal may be their only opportunity to present their goods and services and therefore should be as comprehensive as possible and adhere to the required format.

Proposals must include, in the same order as below and using the forms attached hereto, the following information, attachments and/or schedules:

A. CONTENT AND FORMAT

Proposer must submit one (1) original plus four (4) copies of its proposal, each marked or stamped as such.

Proposals shall have tabbed sections marked and labeled as identified below and must contain the required information. Proposals shall be bound but bound in such a way as to be easily unbound. (Example: Binder vs. Spiral binding).

1. Tab 1 - Statement of Interest – Statement of Interest shall include all information being requested in *SECTION III. General Requirements and Qualifications, A. General Requirements*.
2. Tab 2 - Evaluation Criteria – Submission under this Tab shall be in the order specified in *SECTION III. General Requirements and Qualifications* (letters B-F, excluding E. Fee Proposal (Attachment B), which must be submitted in a separately sealed envelope).
3. Tab 3 - RFP Solicitation Document and Attachments – The entire solicitation document MUST be completely signed (where applicable) and the entire RFP returned with Proposal, including the *Professional Services Agreement* and excluding E. Fee Proposal (Attachment B), which must be submitted in a separately sealed envelope.
4. Tab 4 - Insurance – Proposer must submit evidence that they can fulfill the Insurance Requirements under the contract terms of this RFP. At Contract Award, Contractor will be required to submit Insurance Certificate with limits specified in the Professional Services Agreement.
5. Tab 5 - Fee Proposal – Proposer shall be provided as requested in *Attachment B. Fee Proposal*. **Fee proposal must be submitted in a separately sealed envelope** (one original and one copy).

SECTION V – EVALUATION CRITERIA

HACC will make its selection based upon the evaluation criteria described below. HACC will evaluate only those firms whose proposals are responsive to the requirements of this RFP.

The Evaluation Committee will evaluate and score each proposal that is submitted as a complete response. Responses may receive a maximum score of one hundred (100) points subdivided as follows:

- 1. Experience of Firm** **Maximum 25 points**
Demonstrated successful experience and capability of the Proposer in providing services described in this Request for Proposals.
- 2. Methodology** **Maximum 20 points**
Demonstrated ability of the Proposer to provide an approach to the services being requested that is reasonable and efficient, meeting the requirements identified in this Request for Proposals.
- 3. Capacity** **Maximum 20 points**
Demonstrated ability of the Proposer to provide the resources (staffing, equipment, office facilities, and other) necessary for the timely and efficient implementation of HACC's goals and objectives as described in this solicitation.
- 4. Fee Proposal** **Maximum 30 points**
Proposer shall be provided as requested. **Fee proposal must be submitted in a separately sealed envelope.**
- 5. S/M/WBE Participation** **Maximum 5 points**
Demonstrated experience and/or commitment of the Proposer to assist HACC in meeting its requirement and goals related to S/M/WBE Participation. Proposer shall demonstrate its ability to utilize S/M/WBE firms of the resultant contract or any unrelated contract let by the proposer during the term of the resultant contract, as described in this Request for Proposals.

SECTION VI – PROCUREMENT AND AWARD PROCESS

Pursuant to 24 CFR Section 85.36 (d)(3), this solicitation is being procured for the services described in Section II (Scope of Services) of this solicitation. The following instructions are intended to aid Proposers in the preparation of their Proposals:

A. ADDENDUMS TO SOLICITATION

Any and all amendments to this Solicitation shall be sent by certified mail, return receipt requested, email, and/or by fax, to all potential Proposers who attend the Pre-Submission Conferences and/or receive the solicitation materials.

Notwithstanding any information that may be contained in the Solicitation and amendments thereto, Proposers are responsible for obtaining all information required, thus enabling them to submit Responses. Failure to obtain clarifications and/or addenda from HACC will not relieve the Proposer from being bound by any additional terms and/or conditions in the clarification and/or addenda. HACC will not be responsible for Proposer's failure to consider additional information contained therein in preparing the proposal.

B. SUBMISSION OF PROPOSALS AND/OR ADDENDUMS TO PROPOSALS; DEADLINES

Proposals may be hand-delivered or sent by certified or registered mail, return receipt requested, to the following HACC Representative:

Deborah O'Donnell, Procurement Manager
Housing Authority of Cook County
175 West Jackson Boulevard, Suite 350
Chicago, Illinois 60604

Proposals must be received at the above address by the date and time on the cover of this RFP, regardless of the selected delivery mechanism. Proposals that are received via facsimile will not be accepted. If more than one envelope/box shall be used to deliver the package, both envelopes/boxes MUST clearly indicate the required information.

Proposals will be date and time stamped immediately upon receipt at HACC to document their timeliness. Any Proposal received after the specified deadline shall be automatically rejected and will be returned unopened except as identified in the Instructions to Offerors attached hereto.

All proposals and accompanying materials become the property of HACC and will not be returned to the Proposer. All Respondents submitting a proposal must agree to honor the terms and conditions contained herein for a period of 60 business days. It is the responsibility of the Respondent to see that their proposal is received by HACC by the date and time set forth for the receipt of the proposals.

Any Addendums to a Proposal must be received before the specified Proposal due date and time established for the delivery of the original Proposal except as identified in the Instructions to Offerors attached hereto.

Any requests for interpretation or inquiries for additional information should be submitted in writing to the Deborah O'Donnell via email to dodonnell@thehacc.org. No oral requests will receive a response. All inquiries must be received by the date and time specified in this solicitation. Responses to any inquiries may be issued in the form of an addendum to this RFP and will be available on the HACC website.

C. EVALUATION AND AWARD PROCESS

EVALUATION

HACC staff will review each Proposal to determine if it is complete and if it is responsive to this Request for Proposals. HACC may allow Proposers to correct minor deficiencies in their Proposals that do not materially affect their Proposal.

All Proposals determined to be complete and responsive will be provided to an HACC Evaluation Committee. HACC's Evaluation Committee will evaluate the Proposals utilizing the criteria established in *SECTION V. Evaluation Criteria* of this Request for Proposals.

HACC reserves the right to interview selected Proposers, request additional information from selected Proposers and/or negotiate terms and conditions with selected Proposers.

HACC will perform a responsibility review of the highest-ranked Proposer, which may include reference and financial background checks.

HACC will evaluate all of the proposals received against the evaluation factors set forth herein and select the most qualified proposals and rank them in numerical order, based on the aggregate of the evaluation factors.

HACC may arrange for additional meetings to allow for evaluation and modification of the proposal, if necessary. After conducting a thorough review and cost analysis, the firms whose proposal and qualifications offer the best opportunity for HACC to achieve its objectives may be selected for negotiation of final pricing and contract terms, and may be subject to the approval of the Board of Commissioners.

HACC shall not be responsible and will not reimburse any Proposer for any cost(s) associated with preparing a proposal.

BASIS OF AWARD

HACC shall award one contract to the highest-qualified ranked Proposer to provide the requested services for a period of 2 years to commence on the date the contract is fully executed (Effective Date) and continue for 2 years unless terminated prior to this date in accordance with the terms specified herein.

A Proposal submitted by a Proposer does not constitute a contract, nor does it confer any rights on the Proposer until the award of a contract. A letter or other notice of award or of the intent to award shall not constitute a contract. A contract is not created until all required signatures are affixed to all applicable documentation.

SECTION VII – PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none unless indicated here) _____, and 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 proposal, 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 (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) 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 proposal 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 _____, 2017 by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

(Seal)

Notary Public Signature: _____

Commission Expires: _____

SECTION VII – PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none unless indicated here) _____, and 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 proposal, 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 (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) 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 _____, 2017.

(Seal)

Notary Public Signature: _____

Commission Expires: _____

SECTION VII – PROPOSAL 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) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none unless indicated here) _____, and 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 proposal, 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 (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) 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 _____, 2017 by _____ (name/s of person/s)

(Seal)

Notary Public Signature: _____

Commission Expires: _____

ATTACHMENT A.

PROFESSIONAL SERVICE AGREEMENT

This Agreement is made as of _____, 2017 between the HOUSING AUTHORITY OF COOK COUNTY (HACC), a body corporate and politic created under the provisions of the Housing Authorities Law, as amended, having its principal office at 175 West Jackson Boulevard, Suite 350, Chicago, Illinois 60604 ("Authority"), and _____, ("Contractor"), having its principal office at _____, in _____, _____.

PREAMBLE

Housing Authority of Cook County (HACC or Authority) hereby requests proposals from qualified natural gas suppliers (hereinafter referred to as the Contractor) to provide natural gas for the Authority. The Contractor shall provide the specified services in accordance with all applicable local, state, and federal laws and regulations.

In consideration of the mutual covenants and promises set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Incorporation by Reference.** Provisions required by law, ordinances, rules, regulations, or executive orders, including but not limited to the referenced, required Housing and Urban Development documents are to be inserted in the Contract and deemed inserted 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.
2. **Engagement.** The Authority hereby engages the Contractor to render the services as set forth in the Request for Proposal (the Services).

The Contractor hereby accepts such engagement and covenants that it will devote and will cause its employees to devote their best effort, knowledge and skill to the performance of the Services and such additional services as may be mutually agreed upon by the Authority and the Contractor.

It is understood that the Contractor's Services shall be rendered at such times and places as directed by the Authority. The Authority may at any time make changes to the Services to be performed. If any such change causes an increase or decrease in the not-to-exceed amount or the time required for performance of the Services, the Authority shall make an equitable adjustment in the not-to-exceed amount and the time required for performance of the Services, and shall modify this Agreement accordingly.

3. **Contractor Conflicts.** The Contractor agrees that neither Contractor nor its employees shall, directly or indirectly, engage in any activity, which would detract from the Contractor's ability or its employees' ability to apply their best efforts, knowledge and skill to the performance of the Services. The Contractor is charged with the responsibility to promptly disclose to Authority any situations that may create possible conflicts of interest so that appropriate action can be taken to address such situations. No member, official, or employee of the Authority, during his or her tenure or for 1 year thereafter, shall have any interest in this Agreement or the proceeds thereof.

The Contractor may not participate in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

In the event Contractor is or becomes aware of a conflict of interest and fails to disclose the conflict to the Authority; the Authority may immediately terminate this Agreement pursuant to paragraph 14 hereof.

ATTACHMENT A.

4. **Compensation.** The Authority agrees to pay Contractor as proposed and agreed upon in accordance Attachment B – Fee Proposal attached to this Agreement or as agreed upon under negotiated terms. The Authority will not be obligated as a liability for any work or expenses for which an additional cost or fee will be charged by Contractor without the prior written consent of the Authority.

The Contractor shall submit monthly invoices to the Authority, such invoices shall include an itemization of the hours expended by Contractor and Contractor's employees and the nature of the Services performed and shall be prepared in a form reasonably satisfactory to the Authority.

The Authority shall use its reasonable business efforts to process and pay such invoice within 30 days of its receipt.

5. **Term.** This Contract will be in effect for two years as indicated herein. The Contract period will be for two (2) years to begin on the date the contract is fully executed ("Effective Date") and continue for two (2) years unless terminated prior to this date according to the terms of the termination paragraph. The Authority reserves the right to extend this contract, at its sole discretion, for an additional three (3) years, in one (1) year increments, subject to Contractor Performance.

No less than 10 calendar days before the expiration of the then current Contract term, the Authority will give the Contractor notice of its intent to exercise its option to renew the Contract for the approaching option period. The date on which the Authority gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

6. **Invoices.** Original invoices must be forwarded by the Contractor to the Housing Authority of Cook County, 175 W. Jackson Blvd., Suite 350, Chicago, Illinois 60604 Attention: Finance Department, to be paid against the contract. Invoices can be email to payables@thehacc.org. Invoices must be submitted within 7 calendar days after completion and acceptance of the work/services.

All invoices must be signed, dated and reference the services provided, as well as the Specification and Purchase Order Numbers, with the attachment of any other pertinent documentation requested by the Authority must accompany each invoice submitted.

If a Contractor has more than one Contract with the Authority, separate invoices must be prepared for each Contract in lieu of combining items from different Contracts under the same invoice. Invoice quantities, service description, unit of measure and pricing information must correspond to the services proposed.

The Authority is exempt from paying State of Illinois sales tax and federal excise taxes.

7. **Payment.** The Authority will process payment within 30 calendar days after receipt of acceptable invoices completed in accordance with the terms specified herein, and all supporting documentation necessary for it to verify the services invoiced under this Contract.
8. **Subcontractors.** The Contractor must identify, in writing, names of all Subcontractors it will use will in the performance of the execution of the contract and will not employ any that the Authority may deem incompetent.

The Contractor will not subcontract any portion of the services or work to be performed hereunder without the prior written consent of the Authority. The subcontracting of the services

ATTACHMENT A.

or work or any portion thereof without the prior written consent of the Authority will be null and void. The Contractor will not make any substitution of a Subcontractor without the written consent of the Authority. The substitution of a Subcontractor without the prior written consent of the Authority will be null and void.

The Contractor will subcontract only with competent and responsible Subcontractors. If, at the discretion of the Authority, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services, acts contrary to instructions, acts improperly, is not responsible, is unfit, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Authority, discharge or otherwise remove such Subcontractor.

9. **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 the Authority, notwithstanding any prior review or acceptance by it of any materials containing such a misrepresentation. In addition, the Authority may debar Contractor, assert any Contract claims or seek other civil or criminal remedies as a result of a misrepresentation.
10. **Audits.** The Authority 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 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 in the audited period, the Authority will notify Contractor. Contractor must then promptly reimburse the Authority for any amounts it has paid Contractor due to the overcharges.
11. **Acceptance.** It is understood and agreed by and between the parties hereto, that the initial acceptance and inspection of any delivery will not be considered a waiver of any provision of these specifications and will not relieve the Contractor of its obligation to provide satisfactory Services which conforms to the specifications, as shown by any test or inspections for which provisions are herein otherwise made.
12. **Contractor's Obligations.** Contractor shall comply with the following:
 - (a) If requested, Contractor shall submit weekly written narrative progress reports to the Authority. Contractor shall retain all records in connection with this Agreement or the Services provided herein for a period of 3 years after all payments required herein are made and all other pending matters are closed.
 - (b) This Agreement is subject to and incorporates herein the provisions of the U. S. Department of Housing and Urban Development regulations and the sections of the Code of Federal Regulations that are applicable to said program.
 - (c) The rules and regulations of the Office of Management and Budget (OMB) Circular A-133 apply. If the Contractor is a non-profit organization incorporated under the laws of the State of Illinois, Contractor shall provide a copy of its annual Audit or Review, whichever is required by the State of Illinois Secretary of State.
 - (d) If Contractor is a Sub recipient or pass-through entity, Contractor must comply with applicable regulations pertaining to this Agreement.

ATTACHMENT A.

13. **Insurance.** The Contractor hereby agrees to obtain and shall maintain during the life of this Contract, at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

GENERAL REQUIREMENTS:

Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable State of Illinois law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than the State of Illinois statutory limits.

General Liability/Professional Liability (Primary and Umbrella)

General Liability/Professional Liability Insurance or equivalent with aggregate limits of not less than \$2,000,000 and limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for a minimum of 2 years following project completion), explosion, collapse, underground, separation of insured, defense, and contractual liability (with no limitation endorsement). The Housing Authority of Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance as prescribed by applicable State of Illinois law covering all employees who are to provide a service under this Contract with limits of not less than the State of Illinois statutory limits. Housing Authority of Cook County is to be named as an additional insured on a primary, non-contributory basis.

Additional Requirements

The Contractor must furnish the 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 coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute an agreement 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 the Authority to obtain certificates or other insurance evidence from Contractor is not a waiver of any requirements for the Contractor to obtain and maintain the specified coverages. 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. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the Authority retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor shall provide a Certificate of Insurance naming the Authority as an additional insured for Workers Compensation, General Liability/Professional Liability, and Automobile Liability Insurance required under the contractual agreement and shall provide the actual

ATTACHMENT A.

insurance policy endorsement. Certificate MUST be submitted within five days of Notification of Contract Award. The Authority 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 60 days prior written notice to be given in the event coverage is substantially changed, canceled, or non-renewed. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Contractor. The Contractor agrees that insurers waive their rights of subrogation against the Authority, its employees, elected officials, agents, or representatives.

The coverages 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 the Authority, does not contribute to any 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 coverages 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 coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

- 14. Termination.** The Authority may terminate this Agreement for convenience upon 10 calendar days prior written notice to the other party.

This Agreement shall terminate automatically without notice upon the occurrence of any of the following events, provided these events are not satisfactorily resolved:

- a. A material breach of this Agreement by Contractor;
- b. Contractor or Contractor's employees engaging in conduct materially injurious to the Authority to itself/themselves, including but not limited to acts of dishonesty or fraud, commission of a felony or a crime of moral turpitude, or alcohol or substance abuse;
- c. Contractor's continuing refusal to substantially perform the Services;
- d. Contractor becomes insolvent or makes a general assignment for the benefit of creditors; or
- e. Contractor files a petition in bankruptcy or such petition is filed against Contractor.

The Authority shall be liable only for payment for Services rendered prior to the effective date of termination. If this Agreement is terminated pursuant to subparagraphs (a) or (c) the Authority may take over the Services and prosecute the same to completion by contract or otherwise, and Contractor shall be liable for any additional costs incurred. The Authority may withhold any payments due to Contractor, for the purpose of set-offs or partial payment, as the case may be, of amounts owed by Contractor.

- 15. Acceptance of the Services.** The Authority has the right to review and/or require correction of any Services provided by Contractor. Contractor shall make any required corrections to any Service within ten (10) calendar days at no additional charge. The payment of any invoice by Authority does not indicate acceptance of Services provided. Further, the Authority reserves the right at any time to reject or disapprove any Service provided. If Contractor fails to make the

ATTACHMENT A.

necessary corrections or if the submission of any corrected Service remains unacceptable, the Authority may immediately terminate this Agreement pursuant to paragraph 14 hereof or reduce the hourly rate to reflect the reduced value of the Services provided.

16. **Confidential Information.** Contractor agrees that Contractor will not knowingly reveal to a third party or use for Contractor's own benefit, either during or after the term of this Agreement, without the prior written consent of Authority, any confidential information pertaining to the business and affairs of Authority, its officers, employees and directors obtained while working with Authority except for information clearly established to be in the public record.
17. **Representation and Warranties of Contractor.** Contractor hereby represents and warrants to Authority that Contractor is not a party to or otherwise subject to or bound by any contract, agreement or understanding which would limit or otherwise adversely affect Contractor's ability to perform the Services or which would be breached by Contractor's execution and delivery of this Agreement or by the performance of the Services.
18. **Indemnification.** Contractor shall indemnify, defend and hold the Authority, harmless from and against all losses, claims, judgments, damages and liabilities (collectively, the "Claims"), which are related to the performance by Contractor or Contractor's obligations under this Agreement in a manner that is not within the scope of Contractor's authority granted in the Agreement; or which results from Contractor's negligence, willful misconduct, fraud or misrepresentation.
19. **Independent Contractor.** Contractor shall perform the Services hereunder as an independent Contractor and not as an agent or employee of the Authority. Contractor shall be responsible for paying any and all Federal, state or local taxes arising from the performance of the Services. Contractor agrees to remove any employee from the performance of the Services at the request of Authority.
20. **Copyright.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. Authority shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials and documentation prepared by Contractor under this Agreement.
21. **Inspections; Work Product.** Pursuant to 24 CFR 85.36(i), (10) and (11), access shall be given by Contractor to Authority, the United States Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after Authority makes final payment and all other pending matters on which Contractor performed Services are closed.

All work product produced by Contractor, including Contractor's employees, in accordance with this Agreement shall become the sole property of Authority in perpetuity. **Work product** shall include all records and other documents resulting from the Services performed under this Agreement. It is understood that Authority may reproduce any such work product without modifications and distribute such work product without incurring obligations for additional compensation to Contractor.

22. **Return of Authority Property.** Promptly after termination of this Agreement, Contractor shall return and shall cause its employees to return to Authority all property of the Authority then in Contractor's possession, including without limitation papers, documents, records, files, computer disks and confidential information, and shall neither make nor retain copies of the same. Authority's obligation to make final payment to Contractor following termination, including

ATTACHMENT A.

without limitation accrued but unpaid fees under paragraph 3 hereof, shall be contingent upon Contractor's compliance with this paragraph.

23. **Third Party Solicitation.** Contractor warrants that Contractor has not retained any company, firm or person to solicit or secure this Agreement and has not paid or agreed to pay any company, firm or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Release.** Prior to final payment under this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, Contractor shall execute and deliver to Authority a final release (**Release**), in a form acceptable to Authority, of all claims against Authority by Contractor under and by virtue of this Agreement, other than such claims, if any, as may be specifically excepted by Contractor in stated amounts set forth therein.
25. **Disputes.** All disputes arising under or relating to this Agreement shall be resolved in accordance with this paragraph. All claims by Contractor shall be made in writing and submitted to Authority. Within 60 calendar days after receipt of any claim Authority shall render a written decision concerning such claim. Unless Contractor, within 30 calendar days after receipt of Authority's decision, notifies Authority in writing that Contractor takes exception to such decision, the decision shall be final and conclusive.

Provided Contractor has (a) given written notice within the time specified in this section 19, (b) excepted Contractor's claim relating to such decision from the Release and (c) brought suit against Authority not later than one year after receipt of final payment, or if final payment has not been made, not later than one (1) year after Authority has made a written request to Contractor to submit a final voucher and deliver the Release, whichever is earlier, then Authority's decision shall not be final and conclusive, but the dispute shall be determined on the merits only by a state or federal court located in the County of Cook, Illinois.

26. **Notices.** All notices or other communications to either party by the other shall be deemed given when made in writing and deposited with the United States Postal Service addressed as follows:

If to the Authority: Housing Authority of Cook County
 Executive Office
 175 West Jackson Blvd Suite 350
 Chicago, IL 60604

If to the Contractor: _____

 {_____.com}

27. **Compliance with Law.** Contractor shall comply with all Federal, State and Local laws, regulations ordinances and codes relating to the operation and activities of Authority and all Services performed pursuant to this Agreement, including, but not limited to completing the following items which are attached and made a part of this Agreement:

1. Attachment B. Fee Proposal
2. Attachment C. Historic Consumption
3. Attachment D. Debarment Suspension Matters
4. Attachment E. Certification Regarding Lobbying
5. Attachment F. Disclosure of Lobbying Activities w/Instructions

ATTACHMENT A.

6. Attachment G. Conflict of Interest
7. Attachment H. Non-Collusive Affidavit
8. Attachment I. S/M/WBE Business Participation
9. Attachment J. S/M/WBE Subcontractor Affidavit
10. Attachment K. Nature of Disclosing Party Form
11. Attachment L. References
12. Attachment M. HUD-5369-B Instructions to Offerors – Non-Construction
13. Attachment N. HUD-5370C (Section I) General Conditions for Non-Construction Contract without Maintenance

- 28. Transfer by Contractor.** Contractor shall not transfer all or any part of its rights or obligations herein to any person or legal entity.
- 29. Miscellaneous.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. This Agreement embodies the entire Agreement between the parties hereto and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations, or communications on behalf of such parties. This Agreement may be executed in several counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation hereof. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement may only be amended by written agreement of both parties hereto. This Agreement shall inure to the benefit of the Authority, its successors and assigns.

ATTACHMENT A.

SIGNATURE PAGE

PROPOSER: _____

By: _____
(Printed Name)

(Signature)

(Title)

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: _____

AUTHORITY: HOUSING AUTHORITY OF COOK COUNTY

The undersigned, on behalf of the 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: \$ _____

Period of Performance: _____

By: _____
(Signature)

(Print Name/Title)

(Date)

ATTACHMENT B. FEE PROPOSAL

Pricing Request

Pricing is inclusive of all transport costs, balancing fees, fuel costs, shrinkage, and margin based on a per-therm cost:

- 1) Nymex Final Settle + Fixed Basis Price
- 2) Fixed Pricing to citygate
- 3) Price of cash out or incremental volumes over the purchased volume
- 4) Index / Base Pricing

For purposes of representative all-in pricing, the NYMEX settlement price for Henry Hub on July 13, 2017 will be used. Please provide a work up of total delivered gas cost to customer, not including utility charges or taxes, to demonstrate how final HACC delivered costs will be

YEARS	Fixed Price
Year 1 - Contract Period	
Year 2 - Contract Period	
Total 24 Month Contract Period	\$
YEARS	Escalation %
Year 3 - Extension Option	
Year 4 - Extension Option	
Year 5 - Extension Option	

Name of Firm:

Name of Person Preparing RFP:

Signature:

Date:

ATTACHMENT C - HISTORIC CONSUMPTION						May 2016 - May 2017 Total GAS Commodity
						Consumption (Therms)
IL25-01	Daniel P. Bergen	1314 Wentworth Avenue (Ofc)	Chicago Heights	South	60411	96.39
IL25-02	John Mackler Homes	1314 Wentworth Avenue (Ofc)	Chicago Heights	South	60411	1,235.31
IL25-04	Richard Flowers	3210 W. 139th Street (Ofc)	Robbins	South	60472	9,398.56
IL25-05	Sunrise Apartments	1314 Wentworth Avenue (Ofc)	Chicago Heights	South	60411	12,537.40
IL25-06	Celina Blacke Homes	1055 Berkley Avenue (Ofc)	Ford Heights	South	60411	0.00
IL25-07	Vera Yates	1055 Berkley Avenue (Ofc)	Ford Heights	South	60411	11,141.77
IL25-08	Edward Brown	3210 W. 139th Street	Robbins	South	60472	50,764.73
IL25-09	Golden Towers I	1704 East End Avenue	Chicago Heights	South	60411	32,155.87
IL25-11	Huntington Apartments	9201 N. Maryland	Niles	North	60714	66,185.93
IL25-13	Juniper Towers	350 Juniper Street	Park Forest	South	60466	70,616.73
IL25-15	Armond King	9238 Gross Point	Skokie	North	60076	40,930.87
IL25-18	Franklin Towers	9535 W. Franklin	Franklin Park	North	60131	61,997.63
IL25-19	Jane Perlman	1900 Sherman	Evanston	North	60201	66,084.22
IL25-20	Henrich House	1301 Ashland	Des Plaines	North	60016	62,356.00
IL25-22	Golden Towers II	1706 East End Avenue	Chicago Heights	South	60411	39,301.63
IL25-23	Albert Goedke	215 W. Miner	Arlington Heights	North	60005	60,180.96
IL25-24	Turlington West	15306 S. Robey	Harvey	South	60426	81,231.88
IL25-29	Evanston Scattered Sites	2300 Noyes Ct. (Ofc)	Evanston	North	60201	39.35
IL25-30	Wheeling Tower	200 N. Milwaukee	Wheeling	North	60090	60,669.88
IL25-31	Victor Walchirk	2300 Noyes Ct. (Ofc)	Evanston	North	60201	43,710.92
IL25-51	Summit	7455 W. 63rd Place	Summit	South	60501	16,508.46
IL25-98	Evanston Scattered Sites	1900 Sherman (Ofc)	Evanston	North	60201	10.35
IL25-99	Wheeling Scattered Sites	200 N. Milwaukee (Ofc)	Wheeling	North	60090	0.00
Total:						787,154.84

ATTACHMENT D. 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, 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: _____

PROPOSER:

By:

(Printed Name)

(Signature)

(Title)

ATTACHMENT E.
CERTIFICATION OF PROPOSER REGARDING DEBARMENT SUSPENSION AND
OTHER RESPONSIBILITY MATTERS

(Proposer) {_____} 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 emmerated 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 Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

(PROPOSER) {_____} 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: _____

PROPOSER: _____

By: _____
(Printed Name)

(Signature)

(Title)

ATTACHMENT F. DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is in the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" 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 Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant or loan award number, the application/proposal 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.

ATTACHMENT F. 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.

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known: Congressional District, if known: _____		5. If reporting entity in No. 4 if Subawardee, enter name and address of Prime. Congressional District, if known: _____
6. Federal Department/Agency: 		6. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known: 		9. Award Amount, if known: \$ _____
10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI): _____		b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):
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 semiannually 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 (1/96)

ATTACHMENT G. CONFLICTS OF INTEREST

(Proposer) { _____ } 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 Proposer or any affiliate thereof, or has a financial or other interest in the Proposer or the Proposer's Agreement with HACC.
2. Proposer 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: _____

PROPOSER:

By:

(Printed Name)

(Signature)

(Title)

ATTACHMENT H. NON-COLLUSIVE AFFIDAVIT

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

The party making the foregoing Proposal or Bid, that such Proposal or Bid is genuine and not collusive or sham; that said Proposer 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 Proposal or Bid price or affiant or of any other Proposal or Bidder, or to secure any advantage against HACC or any person interested in the proposed Contract; and that all statement in said Proposal or Bid are true.

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

(PROPOSER/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)

ATTACHMENT I.
SMALL, MINORITY, OR WOMEN-OWNED
(S/M/WBE) BUSINESS PARTICIPATION

DIRECT PARTICIPATION/SELF-CERTIFICATION

The Proposer represents and certifies as part of its proposal 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 |

Firms must submit Letter of Certification(s), as applicable.

INDIRECT PARTICIPATION THROUGH SUB-CONTRACTOR

If Proposer is not Self-Certifying as a Small, Minority or Women-Owned business, will Proposer Sub-Contract with Small, Minority, or Women-Owned Enterprise firms?

Yes ☐ No ☐

If Yes to the above question, please complete the information below:

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

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

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

**ATTACHMENT J. SMALL, MINORITY, OR WOMEN-OWNED
(S/M/WBE) SUBCONTRACTOR AFFIDAVIT**

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

Specification Number: _____

Project Description: _____

From: _____
(Name of S/M/WBE Firm)

SBE: Yes ☐ No ☐
MBE: Yes ☐ No ☐
WBE: Yes ☐ No ☐

Name of Prime Contractor – To: _____ (Name of Sub-Contractor)

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

The undersigned S/M/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 S/M/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned S/M/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 S/M/WBE)

Name /Title (Print)

Phone

Fax/Email

ATTACHMENT K. NATURE OF DISCLOSING PARTY FORM

A. NATURE OF THE DISCLOSING PARTY:

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership | (Is the not-for-profit corporation |
| <input type="checkbox"/> Limited partnership | also a 501 c(3))? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | |
| <input type="checkbox"/> Other (please specify) _____ | |

B. Name of Disclosing Party:

Address: _____
Floor/Suite: _____
City: _____
State: _____
Zip Code: _____
Phone #: _____
Fax #: _____
Email: _____

REMIT TO INFORMATION (If different from above.)

Name of Disclosing Party: _____
Address: _____
Floor/Suite: _____
City: _____
State: _____
Zip Code: _____
Phone #: _____
Fax #: _____
Email: _____

C. Please identify the state or foreign country of incorporation or organization, if applicable:

D. For legal entities not organized in the State of Illinois, has the organization registered to do business in the State of Illinois as a foreign entity? ☐ Yes ☐ No ☐ N/A

E. Please list below the full names and titles of all Executive Officers and/or all Directors of the entity. If there are no such members, write "NO MEMBERS". For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
_____	_____
_____	_____
_____	_____

(Continued: ATTACHMENT K. NATURE OF DISCLOSING PARTY FORM)

- F.** Please list below each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. **If none, state "None".**

Name	Business Address	Percentage Interest in the Disclosing Party
------	------------------	---

_____	_____	_____
_____	_____	_____

- G.** S.S. # OR TAX ID#: _____ *1099 EMPLOYEE: ☐ Yes ☐ No

- H.** Please list all TRADES your firm provides:

1. _____	6. _____
2. _____	7. _____
3. _____	8. _____
4. _____	9. _____
5. _____	10. _____

ATTACHMENT L. REFERENCES

Firm Name: _____

Date: _____

Company Name: _____

Company Address: _____

Contact Name/Title: _____

Telephone Number: _____ Email Address: _____

Company Name: _____

Company Address: _____

Contact Name/Title: _____

Telephone Number: _____ Email Address: _____

Company Name: _____

Company Address: _____

Contact Name/Title: _____

Telephone Number: _____ Email Address: _____

Company Name: _____

Company Address: _____

Contact Name/Title: _____

Telephone Number: _____ Email Address: _____

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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:]

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. 1/31/2017)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

- (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 agrees as follows:

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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