



**HOUSING AUTHORITY OF COOK COUNTY (“HACC”)
REQUEST FOR PROPOSAL (“RFP”) NO. 2017-100-054
FOR**

THIRD PARTY CERTIFIER

To Certify that Properties & Apartment Units
Are in Compliance with Section 504/UFAS

ISSUED ON:
December 8, 2017

ISSUED BY: DEPARTMENT OF PROCUREMENT

PROPOSALS MUST BE RECEIVED NOT LATER THAN,
January 12, 2018 at 2:00 pm cst

Sealed proposals must be received and time stamped no later than the date and time listed in the solicitation and submitted in sealed envelopes or packages. The outside of the envelope must clearly indicate the Respondent name and address, name of the project, the time and date specified for receipt.

PROPOSALS WILL NOT BE ACCEPTED AFTER THE DUE DATE AND TIME.

Respondent Name: _____

Contact Name: _____

Contact Telephone: _____

Contact Email: _____

This selection process is unique to the Scope of Work described herein and notwithstanding any other proposal, qualification or bid requests provided by the Housing Authority of Cook County. Proposers must comply with the requirements as defined in this RFP.

**Richard J. Monocchio
Executive Director**

HOUSING AUTHORITY OF COOK COUNTY

Request for Proposal (RFP) 2017-100-054

Third Party Certifier

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Attachments

- A.** Professional Service Agreement with Attachments
- B.** Section I General Conditions for Non-Construction Contracts (HUD 5370C)
- C.** Instructions to Offerors (*HUD 5369B*)
- D.** Certifications and Representations of Offerors (*HUD 5369C*)
- E.** M/WBE Participation Forms
- F.** Section 3 Clause and Section 3 Utilization Plan Form
- G.** Fee Proposal Form
- H.** Copy of HACC's Voluntary Compliance Agreement (VCA)

SECTION I
INTRODUCTION and BACKGROUND

The Housing Authority of Cook County (“HACC”) hereby requests proposals from professional service firms to complete tasks including but not limited to: (a) conducting an assessment of the physical accessibility of the Authority’s low income public housing properties and project based voucher units owned by Turnstone Development, and the non-housing elements, including but not limited to common areas and or central management offices; (b) identify deficiencies of units, non-housing and common areas with the Uniform Federal Accessibility Standards (“UFAS”) and Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and provide an assessment of specific noncompliance items and suggested remedies; and (c) review and **Certify** that all properties & housing units renovated by the HACC to meet Section 504/UFAS have been constructed in **FULL** compliance with the requirements of Section 504/UFAS Regulations. A more detailed scope of services is provided in Section II of this Request for Proposals (“RFP”).

HACC is considering the award of one professional service, task-order based contract, whereby HACC will authorize the selected professional, during a stated time period, to perform the Services on an as-needed basis through the use of Task Orders. **Attachment A** is the Professional Service Agreement with Attachments that will be used for this contract. The base term of the contract is one (1) year with four (4) 1-year options to be exercised at HACC’s sole discretion.

Any firm that is currently preparing design documents and/or administering any contract involving 504/UFAS compliance for the Housing Authority of Cook County IS NOT eligible to submit a proposal in response to this RFP.

Each Proposer must sign the Agreement (Attachment A) and complete all of the Agreement’s attachments and return it to HACC as part of their Proposal. By signing this Agreement, if HACC accepts and signs the document, then the Agreement shall be binding on both parties.

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. For purposes of this procurement, the Housing Choice Voucher (tenant-based) program is not included, but the project based voucher properties and traditional public housing programs (family, senior and/or scattered sites) are covered.

The United States Department of Housing and Urban Development Department (“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, Accessibility laws under the Rehabilitation Act (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 all state, county and local laws and regulations.

For additional information about HACC and our programs, please visit our website at www.thehacc.org.

Following is Key Information associated with this Request for Proposal:

Deadline for Written Questions: **December 22, 2017 @ 2:00 PM cst**
All questions must be submitted in writing to:
Deborah O’Donnell
Procurement Manager
Via e-mail at: dodonnell@thehacc.org
Phone Number: 312-542-4725

Pre-Proposal Conference: Not Applicable

Deadline for Submission of Proposals **January 12, 2018 @ 2:00 PM cst**
Deborah Elliott O’Donnell
Procurement Manager
Housing Authority of Cook County
Department of Procurement Services
175 West Jackson Boulevard, Suite 350
Chicago, IL 60604

Documents to be submitted: One (1) “Original” Proposal Package
Three (3) “Copy” Proposal Packages
One (1) “Electronic Copy” Proposal Package

Proposal Packaging Labeling Must Include: Proposer’s Name
Address
HACC Specification Name & Number
Date and Hour for Receipt
HACC Contract Administrator’s Name

If more than one envelope/box is used to deliver the package, then all envelopes/boxes MUST clearly indicate the above information.

SECTION II SCOPE OF SERVICES

HACC is considering the award of one professional service, whereby HACC will authorize the selected professional firm, during a stated time period, to perform the Services on an as-needed basis through the use of Task Orders. Specific services and time periods for completion of those services will be defined in each task order. Whenever HACC determines a need, it will request a Task Order Proposal from the selected Offeror. The Offeror shall provide all of the services negotiated under each Task Order.

Once a Task Order is issued, the selected firm or individuals will be responsible for providing services that may include, but not limited to:

- (a) Visiting and inspecting each of HACC properties for the purpose of assessing and identifying the existing UFAS deficiencies. The assessment may include a determination of either structural impracticability for UFAS compliance and/or a determination of how the units and non-housing components may be made accessible to the maximum extent feasible;
- (b) Reviewing drawings and specifications for UFAS renovation projects and providing comments;
- (c) Periodic visits to the construction worksite(s), review the construction work, identify any potential issues related to UFAS, and taking photographs;
- (d) Creating an inspection tool that incorporates HUD's UFAS Accessible Unit requirements in a format to be approved by HACC. This inspection tool will list specific findings of non-compliance and suggested remedies.
- (e) Compiling reports (both hard copy and access data form) as required by 504/UFAS regulations; and
- (f) Issuing a **Stamped Certification** that the work was constructed in **FULL** compliance with the requirements of the 504/UFAS Regulations.

HACC has entered into a Voluntary Compliance Agreement (VCA) with HUD, signed as of April 26, 2013. Said VCA identifies a timeline to bring its properties into compliance with UFAS. It is anticipated that, under an initial task order the selected offeror will be tasked to complete the assessment of HACC properties as discussed in item (a) above in support of HACC's transition plan to HUD.

A listing of each of HACC's properties and bedroom types in each of the communities is provided for informational purposes as **Attachment H** to this RFP.

SECTION III GENERAL REQUIREMENTS

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

The Offeror must have a minimum of three (3) year experience in providing these services to another housing agency.

If the Offeror 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.

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

The Offeror must also be fully licensed and in good standing to perform services requested in this RFP in the County of Cook and State of Illinois.

**SECTION IV
CONTENT OF RESPONSE DOCUMENTS**

Offerors submitting Proposals should fully read and comprehend the *General Conditions for Non-Construction Contracts* provided in **Attachment B** and the *Instructions to Offerors Non-Construction* provided in **Attachment C**. Proposals received without all of the required information may be rejected. Offerors must submit one original plus four copies of their proposal. Proposals must include, in the same order as below and using the forms attached hereto, the following information, exhibits and schedules:

A. General Information

1. Letter of Interest (Cover letter) including company name and telephone number.
2. Type of Organization: Corporation, Partnership, Joint Venture or Sole Proprietorship. Names of shareholders, partners, principals and any other persons exercising control over the Firm.
3. Description of the Offeror's capacity including staff resources, office facilities, equipment, etc.
4. Organizational Certifications:
 - (a) Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document.
 - (b) Applicable Licenses/Certifications. (HUD Certification)
 - (c) A corporate resolution signed by the Secretary of the Corporation and notarized, certifying the name of the individual(s) authorized to sign the offer, the contract and any amendments thereto.

B. Previous Related Experience

Describe why Offeror feels its organization is qualified to provide the requested Services. Describe the types of activities and/or previous undertakings that qualify the Offeror for selection. Specifically identify any similar Task-Order contracts in which the Offeror has participated. Include a list of developments or projects in which the Offeror has performed services similar to those described in this Request for Proposals. Such listing shall include at least the following information:

- (1) Name of the contracting entity.
- (2) Name, title and a telephone number of a contact person for each identified contracting entity to permit reference checks to be performed. The identified party must be one who has firsthand knowledge regarding the operation of the contracted facility or project and who was involved in managing the contract between the Offeror and the contracting entity.
- (3) Original and final cost of each project.

C. Proposed Staffing and Sub-consultants' Responsibilities and Qualifications

Provide the following information relative to the proposed staffing and sub-consultants for this contract:

- (1) Provide background information regarding each identified Staff member that accurately describes his or her employment history and relevant experience providing services similar to those described in this Request for Proposals.
- (2) Description of the Scope of Services for at least three projects on which the Staff and/or sub-consultant have provided services similar to those described in this Request for Proposals. Please include the individual's role in each project and all relevant aspects of each project such as: type of facility, contract value, and type of activity/services.
- (3) Description of the intended management of the proposed Staff in order to provide services on an as-requested basis.

D. Certifications and Representations of Offerors

Each Offeror must complete the Certifications and Representations of Offerors provided in **Attachment D**.

E. Minority and Women Business Participation

Provide a written plan that describes ways the Offeror will utilize MBE/WBE businesses to comply with HACC's goals for Minority owned and Woman owned business participation. Also, complete the documents provided in **Attachment E** as discussed below and include with your proposal.

The Offeror shall demonstrate its ability to utilize M/WBE firms in and for the duration of the resultant contract. Each proposal shall include a completed *Special MBE/WBE Participation Summary Form*.

The Offeror may itself be an M/WBE firm or directly utilize an M/WBE sub consultant firm on the resultant contract and for the duration of the resultant contract. The Offeror shall have the SubContractor complete *MBE/WBE Subcontractor Affidavit* and then the Offeror shall complete the *Summary of MBE/WBE Participation Form*.

The Offeror may indirectly utilize an MBE/WBE firm (also referred to as 'InDirect M/WBE Participation') by engaging the MBE/WBE firm in any unrelated contract or business activity during the resultant contract. The Offeror shall have the SubContractor complete *MBE/WBE Subcontractor Affidavit* and then the Offeror shall complete the *Summary of MBE/WBE Participation Form*.

F. Section 3 Participation

The Offeror shall provide a written plan that describes ways the Offeror will assist the HACC to comply with HUD's requirement for Economic Opportunities for Recipients of HUD Assistance. The Proposer shall submit a Statement of Compliance as specified in form *HUD-5370C General Conditions for Non-Construction Contracts, Section 1 – Page 5 of 6, Part 21. Training and Employment Opportunities for Residents in the*

*Project Area and as referenced on **Attachment F – Section 3 – Economic Opportunities for Recipients of HUD Assistance.***

HACC's Section 3 goal and objective is that Offeror's who have a need to employ new workers as a result of entering into said contract, that said Offeror shall employ eligible Section 3 workers to fill 30% of new positions.

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

G. Fee Proposal

In a separate, sealed envelope, provide the Offeror's Fee Proposal, in the format of **Attachment G**, including hourly rates only, to complete the Services described in this Request for Proposals and the Offeror's Proposal. Proposed hourly rates should include all overhead and appropriate expenses. Profit shall be indicated separately. Escalation should be reflected as a percentage of the base year's fully burdened rates and shown as percentage change that would apply in each of the following years. Escalation and profit shall be indicated on the attached **Attachment G Fee Proposal Form**.

Respondents must complete the Fee Proposal Form providing rates for each of the specific Job Titles/Classifications listed, regardless of the Job Title/Classification used by the respondent. Respondents should also provide rates for other Job Titles/Classifications of their firm that may be utilized during the contract term.

H. Proposal Execution Page and Execution of Professional Service Agreement

Each Proposer must review the Proposal Execution Pages provided in Section VII of this RFP. The Proposer shall sign and return the Page applicable to the Proposer's Firm (Corporation, Partnership, or Sole Proprietor) as part of their proposal.

Each Proposer must also review the Attached Professional Service Agreement and Attachments. Each Proposer must sign the Signature Page of the Agreement and return it to HACC as part of their proposal. By signing this Agreement, if HACC accepts and signs the document, then the Agreement shall be binding on both parties.

I. Professional Service Agreement and All Attachments

Each offer must review, sign, and submit the Professional Services Agreement ("Agreement") included in **Attachment A** with its proposal. Additionally, the Agreement has a series of attachments that must be completed and signed along with the Agreement in the Offeror's proposal.

**SECTION V
EVALUATION CRITERIA**

The Evaluation Committee will evaluate and score each proposal that is submitted as a complete response. It is noted that the proposed Fee will be evaluated separately. Responses may receive a maximum score of 100 points subdivided as follows:

Experience of Proposed Staff: **Maximum 25 points**
Demonstrated successful experience and capability of the proposed staff and sub-consultants proposed for this project in providing services described in this Request for Proposals.

Experience of Firm: **Maximum 20 points**
Demonstrated successful experience and capability of the Offeror in providing services described in this Request for Proposals.

Capacity: **Maximum 20 points**
Demonstrated ability of the Offeror 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. Due to the nature of this procurement, capacity will also be evaluated based on the Offeror's ability to be available to provide the resources in an "on-call" and/or "as-requested" manner.

Proposed Fee: **Maximum 25 points**
Proposed hourly rates and level of service are reasonable and appropriate in relation to the services requested.

Section 3 Participation: **Maximum 10 points**
Demonstrated experience and/or commitment of the Offeror to assist HACC in meeting its requirements and goals related to Section 3.

- 10 points will be given to a Section 3 Business concern
- 5 points for Section 3 Plan that includes Section 3 New hires
- 3 points for Section 3 Plan that donates to the Section 3 Fund/Other Economic Opportunities

**SECTION VI
PROCUREMENT AND AWARD PROCESS**

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

A. Amendments to Solicitation

Any and all amendments to this Solicitation shall be sent by certified mail, return receipt requested, and/or by fax, to all potential Offerors 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, Offerors are responsible for obtaining all information required, thus enabling them to submit Responses.

B. Submission of Proposals and/or Amendments to Proposals; Deadlines

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

Deborah Elliott O'Donnell
Procurement Manager
Department of Procurement Services
175 West Jackson Boulevard, Suite 350
Chicago, IL 60604

Proposals must be received at the above address no later than **January 12, 2018 at 2:00 p.m. cst**, regardless of the selected delivery mechanism.

Proposals will be date-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.

Any amendments 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.

C. Evaluation and Award Process

HACC staff will review each Proposal to determine if it was complete and if it was responsive to this Request for Proposals. HACC may allow Offerors 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. **Only firms whose proposals obtain a ranking of 80 points or above will be considered for contract award.**

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

HACC will perform a responsibility review of the highest-ranked Offeror(s), which shall include reference and financial background checks.

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 will award a contract to the highest-ranked Offeror determined to be responsive and responsible and whose offer is in the best interest of HACC.

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

A Proposal submitted by an Offeror does not constitute a contract, nor does it confer any rights on the Offeror to 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 the contract.

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 _____, 2018 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 hereinunder 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 _____, 2018.

(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 hereinunder 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 _____, 2018 by _____ (name/s of person/s)

(Seal)

Notary Public Signature: _____

Commission Expires: _____

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)

CERTIFICATION REGARDING LOBBYING

I, _____,
(Name and Title of Authorized Official)

Hereby Certify on Behalf of { _____ } that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Date: _____

PROPOSER: _____

By: _____
(Printed Name)

(Signature)

(Title)

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

| | | |
|--|---|--|
| <p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p> | <p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p> | <p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only</p> <p>year _____ quarter _____</p> <p>date of last report _____</p> |
| <p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known:</p> | <p>5. If reporting entity in No. 4 if Subawardee, enter name and address of Prime.</p> <p>Congressional District, if known:</p> | |
| <p>6. Federal Department/Agency:</p> | <p>6. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p> | |
| <p>8. Federal Action Number, if known:</p> | <p>9. Award Amount, if known:</p> <p>\$ _____</p> | |
| <p>10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p> | <p>b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):</p> | |
| <p>I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> | | |
| <p>Signature _____ Print</p> <p>Name _____</p> <p>Title: _____</p> <p>Telephone No.: _____</p> <p>Date: _____</p> | | |

Federal Use Only

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Standard Form LLL (1/96)

CONFLICTS OF INTEREST

(Proposer) { _____ } certifies that:

- 2. 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.

- 3. 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 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)

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)

NATURE OF DISCLOSING PARTY FORM

Instructions: Please complete form in its entirety. All applicable sections must be completed.

1. **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©(3)? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | |
| <input type="checkbox"/> Other (please specify) _____ | |

2. **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: _____

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

4. 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

5. 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

6. 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

7. **S.S. # OR TAX ID#:** _____ ***1099 EMPLOYEE:** Yes No

8. Please list all TRADES your firm provides:

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

ATTACHMENT A

PROFESSIONAL SERVICE AGREEMENT

This Agreement is made as of _____ 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

HACC is requesting Contractor to provide professional Third Party Section 504/Uniform Federal Accessibility Standards (UFAS) certification services as described in Exhibit 1 hereto and in accordance with the terms and conditions as described herein. The Contractor shall provide the specified services in accordance with 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 Proposals (the “Services”) and as delineated in Exhibit 1 hereto.

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 firm fixed price amount or the time required for performance of the Services, the Authority shall make an equitable adjustment in the contract 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 one (1) year thereafter, shall have any interest in this Agreement or the proceeds thereof.

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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 8(ii)(b) hereof.

- 4. Compensation.** The Authority agrees to pay Contractor upon completion of each task order issued under this Agreement. Exhibit 2 to this Agreement includes the hourly rates to be used by the Contractor. The Authority will not be obligated as a liability for no 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 invoices to the Authority upon completion of each task order or more frequently as agreed-to in each individual task order, 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 a period of one (1) year from the date of contract execution. The contract also includes four (4) 1-year options to be exercised at HACC's sole discretion.
- 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 or the invoices can be emailed to payables@thehacc.org. Invoices must be submitted within thirty (30) 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 or Contract Number, with the attachment of any other pertinent documentation requested by the Authority must accompany each invoice submitted.

If a Contractor has more than one (1) 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 thirty (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 or work or any portion thereof without the prior written consent of the Authority will be null and

ATTACHMENT A

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 five (5) years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit it is determined that the Contractor or any of its Subcontractors has overcharged 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 three (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.

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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 \$1,000,000 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 two (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. The 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 sixty (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 ten (30) 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

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right at any time to reject or disapprove any Service provided. If Contractor fails to make the necessary corrections or if the submission of any corrected Service remains unacceptable, the Authority may immediately terminate this Agreement pursuant to paragraph 8(ii)(a) 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.

ATTACHMENT A

Authority's obligation to make final payment to Contractor following termination, including 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 sixty (60) calendar days after receipt of any claim Authority shall render a written decision concerning such claim. Unless Contractor, within thirty (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
 Richard J. Monocchio
 Executive Director
 175 West Jackson Blvd Suite 350
 Chicago, IL 60604
 312.542.4851 (Phone)

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:

ATTACHMENT A

1. Certification of Proposer Regarding Debarment Suspension and Other Responsibility Matters
2. Certification Regarding Lobbying
3. Disclosure of Lobbying Activity
4. Conflicts of Interest
5. Non-Collusive Affidavit
6. Nature of Disclosing Party

Additionally, the following documents are incorporated by reference into the subject Agreement:

1. Section 3 Utilization Plan
2. Special MBE/WBE Participation Summary Form
3. MBE/WBE Sub-Contractor Affidavit
4. MBE/WBE Sub-Contractor Participation Summary Form
5. HUD-5369-B Instructions to Offerors – Non-Construction
6. HUD-5369-C Certifications and Representations of Offerors – Non-Construction Contracts
7. HUD-5370-C – Section I – General Conditions for Non-Construction Contracts

- 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**

By: _____
Richard J. Monocchio
Executive Director

Date

ATTACHMENT A

EXHIBIT 1

SCOPE OF SERVICES

HACC is considering the award of one professional service, whereby HACC will authorize the selected professional firm, during a stated time period, to perform the Services on an as-needed basis through the use of Task Orders. Specific services and time periods for completion of those services will be defined in each task order. Whenever HACC determines a need, it will request a Task Order Proposal from the selected Offeror. The Offeror shall provide all of the services negotiated under each Task Order.

Once a Task Order is issued, the selected firm or individuals will be responsible for providing services that may include, but not limited to:

- (a) Visiting and inspecting each of HACC properties for the purpose of assessing and identifying the existing UFAS deficiencies. The assessment may include a determination of either structural impracticability for UFAS compliance and/or a determination of how the units and non-housing components may be made accessible to the maximum extent feasible;
- (b) Reviewing drawings and specifications for UFAS renovation projects and providing comments;
- (c) Periodic visits to the construction worksite(s), review the construction work, identify any potential issues related to UFAS, and taking photographs;
- (d) Creating an inspection tool that incorporates HUD's UFAS Accessible Unit requirements in a format to be approved by HACC. This inspection tool will list specific findings of non-compliance and suggested remedies.
- (e) Compiling reports (both hard copy and access data form) as required by 504/UFAS regulations; and
- (f) Issuing a **Stamped Certification** that the work was constructed in **FULL** compliance with the requirements of the 504/UFAS Regulations.

HACC has entered into a Voluntary Compliance Agreement (VCA) with HUD, signed as of April 26, 2013. Said VCA identifies a timeline to bring its properties into compliance with UFAS. It is anticipated that, under an initial task order the selected offeror will be tasked to complete the assessment of HACC properties as discussed in item (a) above in support of HACC's transition plan to HUD.

ATTACHMENT A

EXHIBIT 2

FEE

| HOURLY BILLING RATES | | | | | | |
|-----------------------------|--------------|--|-------------------------|-----------------|---------------|-----------------------------------|
| | Staff | Job Title/Classification | Base Hourly Rate | Overhead | Profit | Total Hourly Billing Rates |
| 1 | | Principal | | | | |
| 2 | | Registered Architect/ Professional Engineer | | | | |
| 3 | | Certified Plan Reviewer | | | | |
| 4 | | UFAS Inspector | | | | |
| 5 | | Field Engineer/ Construction Administrator | | | | |
| 6 | | Clerical | | | | |
| | | | | | | |

Escalation Rate Year 2: _____

Escalation Rate Year 3: _____

Escalation Rate Year 4: _____

Escalation Rate Year 5: _____

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

Instructions to Offerors Non-Construction



1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

ATTACHMENT E

SPECIAL MBE/WBE PARTICIPATION SUMMARY FORM

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

1. SMALL BUSINESS PARTICIPATION

Is the Vendor a Small Business as defined by the size standards in 13 CFR 121?

Yes No N/A

2. MINORITY BUSINESS PARTICIPATION

Is the Vendor classified as a Minority Business Enterprise as defined in Art. 2, Part C, of HUD-5369-C?

Yes No N/A

MINORITY TYPE:

- African American
- Native American
- Hispanic
- Asian
- Other: _____
- Female African American
- Female Native American
- Female Hispanic
- Female Asian
- Female White American

If "No", are any Subcontractors classified as Minority Business Enterprises?

Yes No N/A

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

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

3. WOMEN-OWNED BUSINESS PARTICIPATION

Is the Vendor classified as a Woman-Owned Business Enterprise as defined in Art. 2, Part C, of HUD-5369-C?

Yes No N/A

If "No", are any Subcontractors classified as Women-Owned Business Enterprises?

Yes No N/A

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

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

MBE/WBE SUBCONTRACTOR AFFIDAVIT

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

Specification Number: _____

Project Description: _____

From: _____
(Name of MBE/WBE Firm)

MBE: Yes No
WBE: Yes No

Name of Prime Contractor – To: _____

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

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

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

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

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

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

Name /Title (Print)

Phone

Fax/Email

SUMMARY OF MBE/WBE SUBCONTRACTOR PARTICIPATION FORM

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

Specification Number: _____

Project Description: _____

State of (_____)

County (City) of (_____)

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

(Name of Contractor)

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

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

4. Direct Participation of MBE/WBE Firms

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

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

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

MBE/WBE Subcontractors/Suppliers/Consultants:

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

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

7. Name of MBE/WBE: _____

Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *

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

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

Attach additional sheets as needed.

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

10. Indirect Participation of MBE/WBE Firms

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

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

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

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

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

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

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

Attach additional sheets as needed.

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

16. Summary of MBE/WBE Firms Proposed

MBE Direct Participation (from Section I):

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

MBE Indirect Participation (from Section II):

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

WBE Direct Participation (from Section I):

| WBE Firm Name of Participation | Dollar Amount of Participation | Percent Amount of Participation |
|-----------------------------------|-----------------------------------|------------------------------------|
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |

| | | |
|-------|----------|---------|
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |

Total Direct WBE Participation: \$ _____ %

WBE Indirect Participation (from Section II):

| WBE Firm Name of Participation | Dollar Amount of Participation | Percent Amount of Participation |
|-----------------------------------|-----------------------------------|------------------------------------|
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |
| _____ | \$ _____ | _____ % |

Total Indirect WBE Participation: \$ _____ %

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

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

Name: _____ Phone Number: _____

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

(Signature)

(Date)

State of _____

County of _____

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

Notary Public Signature: _____

(Seal)

Commission Expires: _____

Attachment F

SECTION 3 – ECONOMIC OPPORTUNITIES FOR RECIPIENTS OF HUD ASSISTANCE

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

SECTION 3 CLAUSES

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

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

OPTIONS FOR SECTION 3 COMPLIANCE:

See Attached Section 3 Utilization Plan

**Housing Authority of Cook County (HACC)
 Department of Procurement
 SECTION 3 UTILIZATION PLAN
 (To Be Completed By Prime Contractor)**

PRIME/GENERAL CONTRACTOR'S NAME: _____

RFP/IFB/RFQ/CONTRACT or PO NUMBER: _____ DATE FORM COMPLETED: _____

PROJECT TITLE: _____

CONTACT NAME/TITLE: _____

E-MAIL ADDRESS: _____

PLEASE READ CAREFULLY AND SIGN THE ACKNOWLEDGMENT ON PAGE 4

PRIOR TO COMPLETING AND SUBMITTING THIS SECTION 3 UTILIZATION PLAN

Overview:

The contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135 and the HACC's Section 3 Policy. The Contractor hereby submits Utilization Plan to identify employment, subcontracting, and other opportunities for Cook County Housing residents and low income Cook County area residents during the term of the contract between the Contractor and HACC. Any changes to this Utilization Plan must be approved by the Contract Compliance Specialist, via an amended Utilization Plan and Section 3 Change Form, when requested.

| Type of Contract | Contract Amount | Section 3 Requirements | | |
|---|---------------------|-------------------------|--|------------------------------|
| | | Hiring | Contracting | Other Economic Opportunities |
| Construction | All Contract Values | 30% Of all new hires | 10% Of the total contract value subcontracted | See instructions |
| Other Contracts (Including Professional Services) | All Contract Values | 30% Of all new hires | 3% Of the total contract value subcontracted | See instructions |

Housing Authority of Cook County (HACC)
Department of Procurement
SECTION 3 UTILIZATION PLAN
(To Be Completed By Prime Contractor)

Instructions:

Part I: Hiring

- Per 24 CFR 135.30, Section 3 requires at least 30% of the contractor's new hires be Section 3 residents.
- The prime contractor is **required** to fill out the **Table I.b Hiring Chart-ENTIRE WORKFORCE for both Prime and all Subcontractors** in **Part I: Hiring**. This chart includes Section 3 hires, **AS WELL AS** all other non-section 3 hires for the scope of work.
- **Table I.a SAMPLE Hiring Chart Entire Workforce for both Prime and all Subcontractors** is provided to you as a sample.
- **Table I.b Hiring Chart Entire Workforce for both Prime and all Subcontractors** will require you to indicate the total workforce that you and your subcontractors already have in place and those you need to hire. You will need to list their (1) Job Titles, (2) Total Employees Needed at each Job Title, (3) Total Number of Employees Currently Employed at each Job Title, (4) Total New Hires Needed for each Job Title, (5) Total Section 3 Hires for each Job Title, (6) Total Columns (1) through (5) individually, and (7) Total New Section 3 Hires Required and (8) Percentage of New Hires that are Section 3.
- By filling out the hiring chart, the Contractor affirms that the jobs identified for Section 3 residents shall be for meaningful employment.
- A Prime Contractor may satisfy the CHA Resident Hiring Requirements through the hiring of Section 3 residents through his/her subcontractors.
- The Hiring Chart must be completed in its entirety, including a response for each column, in addition to proper calculations in each field where totals are required.
- If any proposed Section 3 positions cannot be filled, a Section 3 Change Form is required under the Section 3 Policy.

Part II: Contracting

- Per 24 CFR 135.30, Section 3 requires Construction contracts to subcontract at least 10% of the work to Section 3 Business Concerns and 3% of the work for all Other Contracts.
- The definition of 'Section 3 Business Concern' under HUD Regulations is:
 - (1) 51 percent or more owned by section 3 residents; or
 - (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
 - (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."
- Section 3 subcontracting refers to **direct participation** (only subcontracts for work that is included in the scope of the project).
- Contractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided in 24 CFR 135.36.

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(To Be Completed By Prime Contractor)

- The Prime Contractor is required to fill out the contracting information in Table II: Contracting Commitments, Table II.a: Section 3 Business Concern Contracts, Table II.b.: Contracting Shortfall (if necessary), and/or Table II.c: Outreach Efforts (if necessary) of Part II.
- **Table II: Contracting Commitments** requires you to indicate the Total Dollar Value being subcontracted to Section 3 Business Concerns and the percentage of the total contract value, to which the total of all Section 3 Business Concern subcontracts is equivalent.
- **Table II.a. Section 3 Business Concern Contracts** requires you to identify each Section 3 Business Concern that will hold a subcontract under this Contract. The Company's Name, Contract Value, and Scope of Work to be Performed must be identified in order for the plan to be considered complete. A corresponding Schedule C must be submitted with the Schedule B.
- **Table II.b. Contracting Shortfall or Table II.c. Outreach Efforts** must be completed when the Prime Contractor is unable to meet the full minimum subcontracting requirements under 24 CFR 135.
 - o When there is no plan or need to subcontract, please outline the reason(s) why in Table II.b. Contracting Shortfall
 - o If the prime contractor is unable to contract to a Section 3 Business Concern, all outreach efforts must be documented in Table II.c. Outreach Efforts You must document all of the companies that have been contacted for subcontracting opportunities. If there are limited companies available who perform the necessary duties under this scope of work, please indicate in the 'reasons for not subcontracting'.
 - o This is required before Other Economic Opportunities are proposed.

Part III: Other Economic Opportunities

- In the event that a Prime Contractor has demonstrated no plan or need to hire and/or subcontract or is unable to meet the hiring and/or subcontracting requirements in Part I and Part II, the Prime Contractor is required to provide other economic opportunities by completing the **Table III: Other Economic Opportunities Plan(s)**.
- **PLEASE NOTE THAT THE INABILITY TO MEET THE HIRING AND/OR SUBCONTRACTING REQUIREMENT MUST BE DOCUMENTED COMPLETELY IN PART I: HIRING AND PART II: CONTRACTING BEFORE COMPLETING PART III: OTHER ECONOMIC OPPORTUNITIES.**
- Other Economic Opportunities could include indirect subcontracting with a Section 3 Business Concern (subcontracting for work not included in the scope of work), training programs, mentorship program participation, or other economic opportunities directed towards section 3 residents and businesses. Any Other Economic Opportunities must be proposed on pages 10 through 12 in Part III: OTHER ECONOMIC OPPORTUNITIES.
- If the other forms of Other Economic Opportunities are not feasible, the Prime Contract may propose a contribution to the Section 3 Fund. Guidance on how to contribute to the Section 3 Fund is outlined below:
 - o **Hiring Requirements Contribution:** If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full hiring requirements (30% of new hires), and cannot provide other economic opportunities outlined

**Housing Authority of Cook County (HACC)
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**SECTION 3 UTILIZATION PLAN
(To Be Completed By Prime Contractor)**

above, then the contractor must pay 5% of the total dollar amount of the contract for building, trade work or 1.5% for all other contracts will be paid to the Section 3 fund

- o **Contracting Requirements Contribution:** If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full Section 3 Business Concern subcontracting requirements, and cannot provide other economic opportunities outlined above, the difference between 10% of the covered contract (building, trade work) or 3% (non-construction) and the actual amount provided to Section 3 Business Concerns must be paid to the Section 3 Fund.
- o A Prime Contractor may also pay the entire 10% of the covered contract (building, trade work) or 3% (non-construction) if they have documented the infeasibility of offering any Other Economic Opportunities.
- Charts have been provided for each category accepted under Other Economic Opportunities. You must outline the actual proposed opportunity, how you will measure the success of this opportunity, and the anticipated results. You will only need to complete the tables that apply to your Section 3 Plan.
- Please reference the Section 3 Policy for more details.
This page (page 4) must be signed by a Principal of the Contractor. The last page (page 12) must be signed and notarized. This document is subject to change, by the HACC, at any time.

Prime Contractor Acknowledgement of Section 3 Requirements:

Signature of Principal of Contractor

Date

Print Name

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(To Be Completed By Prime Contractor)

Part 1: Hiring

SAMPLE HIRING CHART

Table 1.a: SAMPLE Hiring Chart – ENTIRE WORKFORCE for Both Prime and all Subcontractors

| (1) | (2) | (3) | (4) | (5) |
|--|---|---|---|---|
| Job Titles | Total Number of Employees Needed for each Job Title | Total number of Employees Currently Employed at each Job Title | Total New Hires Needed for each Job Title | Total Section 3 Hires for each Job Title |
| <i>List the Job Titles that are needed to complete your scope of work – Including the entire workforce for the Prime and any Subcontractors. This includes all Section 3 and non-Section 3 job titles.</i> | <i>List how many employees are needed to complete the Scope of Work for each job title.</i> | <i>List how many employees are currently employed at this position.</i> | <i>List how many of these positions are currently opened.</i> | <i>List the number of Section 3 hires you will commit to for each position.</i> |
| Painters | 10 | 8 | 2 | 0 |
| Laborers | 20 | 19 | 1 | 1 |
| Carpenters | 15 | 15 | 0 | 0 |
| Bricklayers | 4 | 4 | 0 | 0 |
| Sprinkler fitter | 3 | 3 | 0 | 0 |
| Marble Mason | 1 | 1 | 0 | 0 |
| Electrician | 6 | 5 | 1 | 0 |
| Power Equipment Operator | 2 | 2 | 0 | 0 |
| Iron Worker | 5 | 5 | 0 | 0 |
| Cement Mason | 2 | 2 | 0 | 0 |
| Plumber | 4 | 4 | 0 | 0 |
| Roofer | 10 | 10 | 0 | 0 |
| Administrative Assistant | 2 | 1 | 1 | 1 |
| Superintendent | 1 | 1 | 0 | 0 |
| Payroll Coordinator | 1 | 0 | 1 | 1 |
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| | | | | |
| | | | | |
| (6) Totals: | 86 | 80 | 6 | 3 |

| | |
|--|-------------|
| (7) Total New Section 3 Hires Required: (Total of column (4) X 0.3) round up to the nearest whole number) | 2 |
| (8) Percentage of New Hires that are Section 3: (Total of column (5) ÷ Total of column (4)) X 100 = % of New Hires | 50 % |

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In this Section below, complete the hiring chart in accordance with the instructions on page 2. Please reference the sample Hiring Chart.

Table 1.b: Hiring Chart – ENTIRE WORKFORCE for Both Prime and all Subcontractors

| (1) | (2) | (3) | (4) | (5) |
|--|---|---|---|---|
| Job Titles | Total Number of Employees Needed for each Job Title | Total number of Employees Currently Employed at each Job Title | Total New Hires Needed for each Job Title | Total Section 3 Hires for each Job Title |
| <i>List the Job Titles that are needed to complete your scope of work – Including the entire workforce for the Prime and any Subcontractors. This includes all Section 3 and non-Section 3 job titles.</i> | <i>List how many employees are needed to complete the Scope of Work for each job title.</i> | <i>List how many employees are currently employed at this position.</i> | <i>List how many of these positions are currently opened.</i> | <i>List the number of Section 3 hires you will commit to for each position.</i> |
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| (6) Totals: | | | | |

| | |
|--|---|
| (7) Total New Section 3 Hires Required: (Total of column (4) X 0.3) round up to the nearest whole number) | |
| (8) Percentage of New Hires that are Section 3: (Total of column (5) ÷ Total of column (4)) X 100 = % of New Hires | % |

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Part II: CONTRACTING

Table II: Contracting Commitments

In the section below, outline the total dollar value and percentage of the total contract value that will be subcontracted with Section 3 Business Concerns.

| | |
|---|----------|
| Total Dollar Value of Section 3 Business Concern Contracts: | \$ _____ |
| Total Percentage of Section 3 Business Concern Contracts: | _____ % |

Table II.a.-Section 3 Business Concern Contracts: In the table on the next page, outline the Section 3 Business Concerns that will be working on this contract. (Note: Each subcontractor listed below must submit a corresponding Schedule C)

| CONTRACTS TO SECTION 3 BUSINESS CONCERNS |
|---|
| <p>Company Name: _____</p> <p>Address: _____</p> <p>Contact Person: _____ Telephone: _____</p> <p>E-mail Address: _____</p> <p>Original Contract Dollar Value: _____</p> <p>Amended Contract Dollar Value: _____</p> <p><i>NOTE: Amended dollar value only used when changes are made and approved by compliance during a contract.</i></p> <p>Work to be Performed/Material Supplied: _____</p> <p>Anticipated Performance Timeframe: _____</p> <p style="text-align: center;">(When will the contractor be onsite performing the work and for how long)</p> |
| <p>Company Name: _____</p> <p>Address: _____</p> <p>Contact Person: _____ Telephone: _____</p> <p>E-mail Address: _____</p> <p>Original Contract Dollar Value: _____</p> <p>Amended Contract Dollar Value: _____</p> <p><i>NOTE: Amended dollar value only used when changes are made and approved by compliance during a contract.</i></p> <p>Work to be Performed/Material Supplied: _____</p> <p>Anticipated Performance Timeframe: _____</p> <p style="text-align: center;">(When will the contractor be onsite performing the work and for how long)</p> |

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CONTRACTS TO SECTION 3 BUSINESS CONCERNS (continued)

Company Name: _____

Address: _____

Contact Person: _____ Telephone: _____

E-mail Address: _____

Original Contract Dollar Value: _____

Amended Contract Dollar Value: _____

NOTE: Amended dollar value only used when changes are made and approved by compliance during a contract.

Work to be Performed/Material Supplied: _____

Anticipated Performance Timeframe: _____

(When will the contractor be onsite performing the work and for how long)

Company Name: _____

Address: _____

Contact Person: _____ Telephone: _____

E-mail Address: _____

Original Contract Dollar Value: _____

Amended Contract Dollar Value: _____

NOTE: Amended dollar value only used when changes are made and approved by compliance during a contract.

Work to be Performed/Material Supplied: _____

Anticipated Performance Timeframe _____

(When will the contractor be onsite performing the work and for how long)

Company Name: _____

Address: _____

Contact Person: _____ Telephone: _____

E-mail Address: _____

Original Contract Dollar Value: _____

Amended Contract Dollar Value: _____

NOTE: Amended dollar value only used when changes are made and approved by compliance during a contract.

Work to be Performed/Material Supplied: _____

Anticipated Performance Timeframe _____

(When will the contractor be onsite performing the work and for how long)

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Table II.b: Contracting Shortfall

If the Prime Contractor cannot meet the minimum contracting requirements, outlined on pages 2 through 4, provide the reasoning below. You must include the scope of work and why you cannot meet the requirements. For additional space, please attach a document on your company's letterhead.

| |
|--|
| |
|--|

Table II.c: Outreach Efforts

If the Prime Contractor is unable to find subcontractors, after exhausting all good faith efforts, to perform under this scope of work, list the Companies that were contacted for subcontracting opportunities for this contract.

| Outreach Efforts | |
|---------------------------------------|--|
| Business Name: | |
| Primary Contact: | |
| Phone Number: | |
| E-Mail Address: | |
| Reason for Not Subcontracting: | |
| Business Name: | |
| Primary Contact: | |
| Phone Number: | |
| E-Mail Address: | |
| Reason for Not Subcontracting: | |

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Part III: OTHER ECONOMIC OPPORTUNITIES

Table III: Other Economic Opportunities Plan(s)

THIS SECTION MUST BE COMPLETED IF YOUR PLAN DOES NOT MEET THE MINIMUM HIRING (30% OF NEW HIRES) AND/OR CONTRACTING (10%/3%) REQUIREMENTS.

In the space provided below, please outline your plan to provide other economic opportunities to a Section 3 or low-income person (if more space is needed, please provide an attachment to this Schedule B). Examples of plans may include internship programs, mentorship programs, and teaming agreements. Please note that any indirect subcontracting should also be described in the section below. Refer to the instruction page for more information.

| Indirect Participation (subcontracting to a section 3 business for work outside the scope) |
|--|
| Company Name: _____ Original Contract Dollar Value: _____ Work to be Performed/Materials Supplied: _____ |
| Company Name: _____ Original Contract Dollar Value: _____ Work to be Performed/Materials Supplied: _____ |

| Mentorship Program Participation | |
|---|--|
| Describe in detail the work that will be performed by the Section 3 Resident or Business Concern | |
| Quantifiable Goal | |
| Anticipated Results | |

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| Training Program | |
|--|--|
| Describe in details the work that will be performed by the Section 3 Resident or Business Concern | |
| Quantifiable Goal | |
| Anticipated Goal | |

| Internship Program | |
|--|--|
| Describe in details the work that will be performed by the Section 3 Resident or Business Concern | |
| Quantifiable Goal | |
| Anticipated Goal | |

| Other Results Oriented Economic Opportunities | |
|--|--|
| <small>Note: Any part-time hires can be represented here.</small> | |
| Describe in details the work that will be performed by the Section 3 Resident or Business Concern | |
| Quantifiable Goal | |
| Anticipated Goal | |

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Please select which type of contribution is being paid into the Section 3 Fund, according to your Schedule B-Section 3 Utilization Plan. If a contribution is being made for Hiring and Contracting, you should indicate that in the chart below.

| Section 3 Fund | | | |
|--|--------------------------|--|--------------------------|
| Note: Please refer to page three (3) Part III: Other economic Opportunities for more details on contributions. | | | |
| Hiring | <input type="checkbox"/> | 5% of the total contract value (Construction) | |
| | <input type="checkbox"/> | 1.5% of the total contract value (Professional Services) | |
| Contracting | <input type="checkbox"/> | Contributing the difference between the actual subcontracting amount and the minimum subcontracting requirement. Not to Exceed \$500,000 | <input type="checkbox"/> |
| | | | <input type="checkbox"/> |
| | | 10% of total contract value (Construction) | |
| | | 3% of total contract value (Other Contracts including Professional Services) | |

| Contribution to Section 3 Fund | |
|---|----------|
| (This is the total of all hiring and Contracting contributions identified in the Section 3 Fund chart above.) | |
| Dollar Value of Contribution | \$ _____ |

| | | | | |
|---|--------------------------|--|--------------------------|---|
| How will I contribute the funds? | <input type="checkbox"/> | HACC can deduct portions from each of my invoices. | <input type="checkbox"/> | I will submit one check to cover the full contribution amount |
|---|--------------------------|--|--------------------------|---|

By signing below, the Contractor hereby agrees to comply with the Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the HACC Section 3 Policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form at the time the bid or proposal is due.

 NAME OF PRIME CONTRACTOR (Print or Type)

 NAME OF AUTHORIZED OFFICER

 NAME OF NOTARY (Print or Type) Date _____

STATE OF COUNTY OF _____ ON THIS _____ DAY OF _____ 20____
 BEFORE ME APPEARED (NAME) _____ TO ME PERSONALLY KNOWN WHO,
 BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: _____ (SEAL): COMMISSION EXPIRES: _____

INTERNAL HACC APPROVAL _____
 _____ COMPLIANCE MANAGER'S SIGNATURE DATE _____

ATTACHMENT G

**RFP No. 2017-100-054
THIRD PARTY CERTIFIER SERVICES**

FEE PROPOSAL

| HOURLY BILLING RATES | | | | | | |
|-----------------------------|---------------------------------------|--|-----------------------------|-----------------|---------------|---|
| | Estimated Hours (Annually) | Job Title/Classification | Base Hourly Rate | Overhead | Profit | Total Hourly Billing Rates |
| 1 | 20 | Principal | | | | |
| 2 | 100 | Registered Architect/ Professional Engineer | | | | |
| 3 | 20 | Certified Plan Reviewer | | | | |
| 4 | 200 | UFAS Inspector | | | | |
| 5 | 100 | Field Engineer/ Construction Administrator | | | | |
| 6 | 30 | Clerical | | | | |
| | | | | | | |

Escalation Rate Year 2: _____
Escalation Rate Year 3: _____
Escalation Rate Year 4: _____
Escalation Rate Year 5: _____

Submitted By: _____ Date: _____
 Signature

 Name/Title

 Company/Firm



VOLUNTARY COMPLIANCE AGREEMENT

The United States of America
Department of Housing and Urban Development

and

Housing Authority of Cook County
As Recipient
175 West Jackson Boulevard
Suite 350
Chicago, Illinois 60604

Section 504 of the Rehabilitation Act of 1973
REVIEW NUMBER: 05-09-R003-4

I. INTRODUCTION

The U.S. Department of Housing and Urban Development (hereinafter, the "Department") has conducted a compliance review to determine whether the Housing Authority of Cook County (hereinafter, "HACC" or the "Recipient") Illinois, which receives Federal financial assistance from the Department to develop, operate and maintain its Low-Income Public Housing (hereinafter, "LIPH") program, is in compliance with the requirements of Section 504 of the Rehabilitation Act of 1973 and its implementing regulation found at 24 CFR Part 8.

HACC's jurisdiction is suburban Cook County, Illinois, with the exception of the municipalities of Cicero and Oak Park, which have established their own housing authorities.

During the past several years, the Department has received several discrimination complaints against HACC, some of which were based upon allegations of disability discrimination. As a result, a Section 504 review of HACC's programs and activities was conducted, and the management of HACC was notified of our decision to conduct that review in a letter dated December 8, 2008.

We conducted on-site reviews over a period of several weeks between February 26, 2009 and May 7, 2009. On July 20, 2009, we issued a letter with preliminary findings of noncompliance with the requirements of the Section 504 regulation. Based on additional information provided to us by HACC after the issuance of the preliminary findings, we modified them as reflected in our Letter of Findings dated September 22, 2009.

Section 504 of the Rehabilitation Act provides as follows:

No otherwise qualified individual with disabilities in the United States shall, solely by reason of disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activities conducted by the Executive agency.

Based upon our preliminary findings as well as additional comments provided by HACC's staff, we have revised the Voluntary Compliance Agreement signed April, 2010 to bring HACC into compliance with the requirements of the Section 504 regulation. Please note that some of the recommended modifications have been characterized as "required" under the authority of the Section 504 regulation and others are characterized as "best practices."

II. GENERAL PROVISIONS

- A. HACC and the Department agree that it is in their respective interests to settle voluntarily these preliminary findings and resolve fully this matter without the necessity of further investigation, evidentiary hearings or other judicial processes. They therefore consent to the terms of this Voluntary Compliance Agreement.

- B. HACC and the Department understand that this Voluntary Compliance Agreement does not constitute an admission by the former of any violation of Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, the Federal Fair Housing Act or their respective implementing regulations.
- C. HACC and the Department understand that the production schedule set forth in Part V, SPECIFIC PROVISIONS, may be superseded by a qualified resident's or a qualified applicant's request for reasonable modification(s), unless providing the requested modification creates for HACC an undue financial and administrative burden or fundamental program alteration.
- D. HACC and the Department understand that HACC's Annual and Five Year Plans must be consistent with the requirements of this Agreement. HACC shall amend these Plans, as necessary, in order to achieve the negotiated accessibility milestones set forth in this Agreement, including the reservation of sufficient funding for modifications to housing units and associated common areas to provide accessibility to persons with disabilities.
- E. HACC and the Department understand that, during the duration of this Agreement, its terms and provisions may be modified by the mutual written consent of both parties.
- F. HACC and the Department understand that, if HACC is considering the demolition of certain developments as well as the replacement of some demolished units, HACC's jurisdiction-wide requirement to have 5% of its housing inventory UFAS accessible and 2% of its housing inventory accessible to the sensory-impaired will remain fixed but the number of required units may decrease or even increase, depending on whether the number of units in its housing inventory changes.
- G. HACC agrees that assurance of compliance of the units and common areas within individual buildings with the requirements of the Uniform Federal Accessibility Standards (UFAS) shall be provided by an architect's or architectural engineer's certification of such compliance upon completion of the conversion or construction. The certification will be submitted with the quarterly Status Report as it pertains to that reporting period.
- H. HACC acknowledges that any replacement housing or any other new construction is subject to the provisions of the Section 504 regulation found at 24 CFR 8.22, as well as the new construction requirements of the Federal Fair Housing Act found at 42 U.S.C. 3604(f)(3)(C), and that such housing presents HACC, by going beyond the 5% level, with the opportunity to make up for any shortfalls created by other HACC developments.
- I. HACC acknowledges that its jurisdiction-wide requirement to have 5% of its housing inventory accessible to residents who use wheelchairs and 2% of its housing inventory accessible to residents with sensory impairments is applicable to its entire inventory under the distributional requirements of 24 CFR 8.26, including the pre-July 11, 1988 portion of the inventory, at least to the maximum extent feasible; when a unit cannot be made fully UFAS-accessible in a given building due to structural barriers, another unit must be substituted for it elsewhere in order to achieve the respective 5% and 2% accessibility requirements for HACC's entire inventory.
- J. Upon execution, this Agreement is a public document. A copy of this VCA shall be made available to any person for their review in accordance with the law. HACC shall provide a copy of this Agreement to any person upon their written request. HACC shall also provide a copy of the Agreement to its Board of Directors and all property managers. HACC shall provide a copy of the reporting data it generates to comply with this VCA to any person upon their written request in

accordance with applicable Freedom of Information Act and Privacy Act procedures. In no event will public disclosure include personally identifiable information regarding applicants or residents of HACC.

III. PUBLIC INTEREST PROVISIONS UNDER SECTION 504 OF THE REHABILITATION ACT [24 CFR 8.41]

With respect to any housing accommodations, facilities, services, financial aid or other benefits in its Federally funded housing programs, HACC acknowledges that the Section 504 regulation requires recipients of Federal financial assistance to refrain from any acts that have the purpose or the effect of subjecting qualified individuals with disabilities to discrimination solely on the basis of disability as set forth at 24 CFR 8.4(b)(1), 8.20 and 8.32.

With respect to any housing accommodations, facilities, services, financial aid or other benefits in its federally funded housing programs, HACC agrees to refrain from any acts that have the purpose or the effect of subjecting qualified individuals with disabilities to discrimination solely on the basis of disability, including but not limited to:

1. denying a qualified individual with disabilities the opportunity to participate in, or benefit from, the housing, aid, benefit, or service;
2. failing to afford a qualified individual with disabilities the opportunity for equal participation and benefits;
3. failing to provide a qualified individual with disabilities a program or service that affords equal opportunity to benefit;
4. providing different or separate housing, aid, benefit, or services on the basis of disability when there is no necessity to do so;
5. providing significant assistance to an agency, organization, or person that discriminates on the basis of disability in any aspect of a Federally-assisted program or activity;
6. denying a qualified individual with disabilities the opportunity to participate as a member of a planning or advisory board;
7. denying a dwelling to an otherwise qualified renter because of a disability that she or he may have;
8. limiting in any other manner a qualified individual with disabilities in the enjoyment of any right, privilege, advantage, or opportunity afforded to others;
9. providing programs or services to qualified individuals with disabilities in settings that are unnecessarily separate or segregated; and,
10. designing, constructing, and operating subsequent housing developments in nonconformance with the Federal Fair Housing Act's accessibility guidelines and UFAS at least to the extent prescribed by the Department's Section 504 regulation found at 24 CFR 8.22 and 8.32.

IV. DEFINITIONS

The following definitions shall be used in the interpretation and implementation of the terms appearing in this Voluntary Compliance Agreement:

Accessible - When used with respect to the design, construction, or alteration of housing and non-housing programs, "accessible" means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals who use wheelchairs. A program that is designed, constructed, altered or adapted to be in compliance with UFAS, *See*, 24 CFR 8.3 and 8.32 and, where applicable, the Americans with Disabilities Act Standards for Accessible Design ("ADA Standards"), 28 CFR Part 36, Appendix A, meets the minimum standards for compliance and is accessible.

Effective July 11, 1988, the design, construction, or alteration of buildings in conformance with Section.3-8 of the UFAS shall be deemed to comply with the requirements of 24 CFR 8.21, 8.22, 8.23 and 8.25. Departures from particular technical and scoping requirements of the UFAS by the use of other methods are permitted where substantially equivalent or greater accessibility and usability of the building is provided. The alteration of housing facilities must also be in conformance with additional scoping requirements contained in 24 CFR Part 8. *See*, 24 CFR 8.32(a).

Accessible Route - A continuous, unobstructed UFAS-compliant path as prescribed in 24 CFR 8.3 and 8.32, 28 CFR 35.151, and UFAS Section 4.3. *See also*, definition of "Dwelling Unit" and "Non-Housing Programs".

Adaptable (504) - The ability of certain elements of an otherwise accessible dwelling unit, such as kitchen counters, sinks and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with disabilities or to accommodate the needs of persons with different types or degrees of disability. *See*, 24 CFR 8.31 and UFAS 4.34.3 and 4.34.4, incorporated by reference into the Section 504 regulation at 24 CFR 8.32(a).

Alterations - Any change in a facility or its permanent fixtures or equipment, including remodeling, renovation, rehabilitation, reconstruction, changes or rearrangement in structural parts and extraordinary repairs. *See*, 24 CFR 8.3.

Dwelling Unit - A single unit of residence that provides a kitchen or food preparation area, in addition to rooms and spaces for living, bathing, and sleeping.

Individual With a Disability - For purposes of this Agreement, an individual with a disability is anyone who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing or learning; has a record of such impairment; or, is regarded as having such an impairment. *See*, 24 CFR 8.3.

Maximum Extent Feasible - A unit, facility or a common area, or an element thereof, need not be made fully accessible if doing so would impose undue financial and administrative burdens on the operation of the multifamily housing project; however, this does not relieve the recipient of the obligation to make other units, facilities, or common areas, or elements thereof, fully UFAS-Accessible where doing so would not impose such burdens. *See*, 24 CFR 8.23(b).

Maximum Extent Feasible Unit - A unit that satisfies the definition contained in this Agreement and the regulatory definition of "maximum extent feasible" but does not satisfy the definition of "UFAS-Accessible Unit" set forth below.

Non-Housing Programs - All or any HACC-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances (e.g. buses, shuttles and vans), roads, walks, passageways, parking lots, or other real or personal property including the site where the building, property, or structure is located. A Non-Housing Program includes, but is not limited to, common areas (including common areas throughout HOPE VI developments), entrances, elevators, the HACC's offices and the offices of the private management companies, community centers (including restrooms and kitchenettes), day care facilities (including rest-rooms), corridors, hallways, meeting rooms, recreation rooms, senior citizen centers (including restrooms and kitchenettes), social service offices, mail delivery, laundry rooms/facilities and trash disposal. Furthermore, Non-Housing Programs include any aid, benefit or service provided by the HACC, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in the HACC's housing programs. To the extent that entrances, elevators, and common areas provide accessible routes and connect dwelling units and Non-Housing Programs, they fall within the provisions of this Agreement.

Project - The whole of one or more HACC-owned residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for Federal assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. *See*, 24 CFR 8.3.

Reasonable Accommodation - A reasonable accommodation is a change, modification, alteration, or adaptation in a policy, procedure, practice, program, facility or unit that provides a person with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing), service or activity. When an applicant or resident with a disability requires a reasonable accommodation to accommodate a disability, the HACC must provide such reasonable accommodation(s) unless doing so would result in an undue financial and administrative burden. *See*, 24 CFR 8.4(b)(i), 8.24 and 8.33.

Structural Impracticability - Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member or that would constitute an undue financial burden.

UFAS-Accessible Unit - A Dwelling Unit that is designed, constructed, altered or adapted to comply with UFAS, is located on an Accessible Route and is Accessible, as defined in this Agreement. The unit can be approached, entered and used by individuals with disabilities, including individuals who use wheelchairs, on a route that complies with the definition of "Accessible Route".

V. SPECIFIC PROVISIONS - REMEDIAL ACTIONS

The following remedial actions are required to bring HACC into compliance with the pertinent provisions of the Section 504 regulation:

A. Transition Plan Update

1. Within ninety (90) days of the effective date of this Voluntary Compliance Agreement resolving the findings made in the revised Letter of Findings for Section 504 Compliance Review No. 05-09-R003-4, HACC must complete a comprehensive and up-to-date 1) Needs Assessment, 2) Section 504 Self-Evaluation and 3) Transition Plan to accurately reflect current housing and program information and to be in compliance with Section 504 regulations at 24 C.F.R. § 8.51.

- a. **Self-Evaluation:** Within sixty (60) days of the effective date of this Agreement, HACC shall complete for HUD review and approval a new comprehensive and up-to-date Section 504 Self-Evaluation to accurately reflect current housing and program information in accordance with Section 504 regulations at 24 CFR § 8.51. The updated Self-Evaluation will address all units, developments and/or projects covered under this Agreement.
- b. **Needs Assessment:** Within ninety (90) days of the effective date of this Agreement, HACC shall submit, for HUD review and approval, an updated Needs Assessment in accordance with Section 504 regulations at 24 C.F.R. § 8.25(c).
- c. **Transition Plan:** Within ninety (90) days of the effective date of this Agreement, HACC shall complete, and submit for HUD review and approval, a comprehensive Section 504 Transition Plan, setting forth the steps necessary to complete the structural changes required to achieve program accessibility, in accordance with Section 504 regulations at 24 C.F.R. §§ 8.20, 8.21, 8.23(b), 8.24(d), 8.25(c), 8.26, and 8.32. The transition plan should be updated due the considerable amount of time passed since the initial Section 504 Self-Evaluations were done.

The transition plan will include 1) an updated evaluation of the physical accessibility of its entire LIPH housing inventory, dwelling units as well as "non-housing" elements, 2) an updated retrofitting (ordinary alterations) plan indicating the location of the units and associated common areas that will be retrofitted, equivalent to 5% of the housing inventory for wheel chair users and 2% of the housing inventory constructed after July 11, 1988 for individuals with sensory impairments, and 3) an updated production schedule as to how the following will be attained at the completion of the revised Plan.

Such revised Transition Plan must conform to the following scoping and accessibility requirements:

- i. Five percent of the dwelling units in both HACC's family and elderly program shall be fully UFAS-accessible for wheelchair users and other individuals with mobility impairments.
- ii. The accessible routes and common areas in each of the above buildings including, but not limited to the satellite offices for application intake shall be fully UFAS-compliant for wheelchair users and other individuals with mobility impairments.
- iii. Two percent of the dwelling units in both HACC's family and elderly program shall be fully UFAS-accessible for individuals with sensory (hearing or visual) impairments.
- iv. The accessible routes and common areas in each of the above buildings constructed after July 18, 1988 shall be fully UFAS-compliant for individuals with sensory (hearing or visual) impairments.
- v. The above wheelchair and sensory accessible units shall be distributed throughout HACC's housing inventory and elderly and family LIPH programs, so that applicants and residents with disabilities shall have the

same housing opportunities available to them, by program, by bedroom size, by location and by other significant amenities as are available to non-disabled applicants and residents. *See*, 24 CFR 8.26.

- vi. Whenever a building or development is altered and the dwelling units (and/or the common areas), owing to structural barriers, cannot be altered to be fully UFAS accessible, they nevertheless must be altered to the "maximum extent feasible;" however, such units shall not be counted toward being "5% fully-UFAS accessible;" as a result, they must be made up elsewhere in the housing inventory, consistent with the above distributional requirement. *See*, 24 CFR 8.23(b).
 - vii. All grade level units in non-elevator buildings and all units in elevator buildings, in which first occupancy occurred after March 13, 1991—in addition to the 5% and 2% UFAS scoping requirements—must conform to the design and new construction requirements of the Federal Fair Housing Act. *See*, 42 U.S.C. 3604(f)(3).
 - viii. The precise number of units (along with the number of buildings) that must be fully-UFAS accessible at the completion of the production schedule may vary somewhat depending on the total number of units in HACC's LIPH inventory at that time and the total number of units in HACC's project-based voucher at that time.
 - ix. The production schedule shall be phased to occur reasonably proportionately in each of the remaining seven HACC fiscal years beginning April 1, 2013 through March 31, 2020, or as extended by renegotiation.
 - x. Each dwelling unit and the common areas and accessible routes in each building, as completed, shall be certified as UFAS-compliant by an architect or architectural engineer.
2. Within (90) days of HACC's fiscal year 2013, HACC will provide quarterly Status Reports to the Department to document the production of accessible units. The Status Reports will provide the following information: 1) the number of accessible units for which funds (including the amount) have been reserved; 2) the physical work that has been undertaken by development name and complete unit address; and 3) the physical work that has been completed by development name and complete unit address. The Status Reports will also include unit counts by development for the given reporting period and cumulatively from HACC fiscal year 2010.
 3. A project will not be deemed UFAS accessible until the units, common areas and accessible routes are complete. HACC will submit this documentation as part of its Status Report.
 4. HACC will also provide a narrative to specifically describe any delays encountered or anticipated in meeting the interim timeframes and benchmarks identified in the Transition Plan, including any deviations from the recommendations of the architect or architectural engineer.

B. Admissions and Continuing Occupancy Policy

1. Within sixty (60) days of signing this Agreement, HACC:
 - a. for any of the Section 504- or "UFAS"- units governed by the following provisions of the Voluntary Compliance Agreement, whenever the modification is required to be made within 120 days from the execution of the Voluntary Compliance Agreement AND is necessarily covered under UFAS 4.34.3 and 4.34.4, may alternatively elect to provide the modification on an "as needed" basis with appropriate medical verification, *provided that* the resident has been provided the consumer information notification; and,
 - b. shall have set aside, to the extent financially feasible, 5% (1% annually between years three and eight) of its administrative fees for operating its Housing Choice Voucher program to fund reasonable structural modifications needed by voucher holders with disabilities to enjoy units they have rented or hope to rent from participating landlords.
2. Within sixty (60) days of the signing of this Agreement, HACC's Section 504/ADA Coordinator and/or HACC on-site property manager will develop and maintain a Transfer List that prioritizes the transfer of residents with disabilities over new admissions, according to the priorities set forth in the ACOP. The Section 504/ADA Administrator and/or HACC on-site property manager will update and maintain the Transfer List on a monthly basis.

The Transfer List will document the following:

- name and address of resident(s)
 - development name, e.g., Jane R. Perlman
 - date and time of each transfer request
 - reason(s) for transfer, including information regarding the resident's reasonable accommodation request(s) and/or request for an accessible unit or a unit with accessible features;
 - current disposition of transfer request;
 - date of transfer
 - transfer address, include development name
3. Within sixty (60) days of the signing of this Agreement, HACC's Section 504/ADA Coordinator and/or HACC's on-site property manager will develop and maintain a Reasonable Accommodation Log that documents each reasonable accommodation request.

The Reasonable Accommodation Log will include documentation regarding:

- name and address of resident(s)
 - development name, e.g., Jane R. Perlman
 - date and time of the request/inquiry or when request was received
 - nature of the request or inquiry
 - action taken on the accommodation request(s) or inquiry;
 - if the request was rejected or changes made in the requested accommodation(s)
 - documentation reflecting the disposition of the requests, including implementation date(s)
4. Within ninety (90) days of the start of HACC's fiscal year 2013, HACC shall submit quarterly Status Reports that include a Transfer List, Reasonable Accommodation Log and a

narrative reflecting any preference(s) indicated by a resident for either remaining in the current unit during modification(s) or transferring to an alternate, accessible unit (as it pertains to each reporting period).

- C. **By March 31, 2014, HACC shall demonstrate the completion of construction of, or conversion to, twenty-two (22) UFAS-Accessible Units, including the site and common areas of the following buildings, as prescribed in Paragraph V. (A)(1)(c):**
- **Turlington West Apartments, Harvey, IL: 7 units**
 - **Golden Towers I, Chicago Heights, IL: 11 units**
 - **Wheeling Scattered Sites, Wheeling, IL: 2 units**
 - **Richard Flowers Homes, Robbins, IL: 2 units**
- D. **By March 31, 2015, HACC shall demonstrate the completion of conversion of nine (9) units in the following buildings to UFAS-Accessible Units, including the site and common areas of the buildings, as prescribed in Paragraph V. (A)(1)(c):**
- **Albert Goedke House, Arlington Heights, IL: 9 units**
- E. **By March 31, 2016, HACC shall demonstrate the completion of conversion of seventeen (17) units in the following buildings to UFAS-Accessible Units, as prescribed in Paragraph V. (A)(1)(c):**
- **Franklin Tower, Franklin Park, IL: 5 units**
 - **Juniper Towers, Park Forest, IL: 12 units**
- F. **By March 31, 2017, HACC shall demonstrate the completion of conversion of twenty (20) units in the following buildings to UFAS-Accessible Units, including the site and common areas of the buildings, as prescribed in Paragraph V. (A)(1)(c):**
- **Edward Brown Apartments, Robbins, IL: 6 units**
 - **Jane R. Perlman Apartments, Evanston, IL: 9 units**
 - **Victor Walchirk Apartments, Evanston, IL: 5 Units**
- G. **By March 31, 2018, HACC shall demonstrate the completion of conversion of twelve (12) units in the following buildings to UFAS-Accessible Units, including the site and common areas of the buildings, as prescribed in Paragraph V. (A)(1)(c):**
- **Huntington Apartments, Evanston, IL: 6units**
 - **Armond King Apartments, Skokie, IL: 6 units**
- H. **By March 31, 2019, HACC shall demonstrate the completion of conversion of nine (9) units in the following buildings to UFAS-Accessible Units, including the site and common areas of the buildings, as prescribed in Paragraph V. (A)(1)(c):**
- **Evanston Scattered Sites, Evanston, IL: 2 units**
 - **Henrick House, Des Plaines, IL: 7 units**

VI. RETALIATORY ACTS PROHIBITED

Under the provisions of 24 CFR 8.56(k), HACC and other recipients shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by Section 504, or because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under Section 304 regulations.

VI. RECORDKEEPING REQUIREMENTS

- A. HACC shall maintain all HACC resident files, including applications for residency, disability status, rental agreements or leases, notices and letters to residents, requests for reasonable accommodations, and notices of termination, along with any and all material relating to HACC's implementation of the Section 504 and ADA requirements of this Agreement.
- B. During the term of this Agreement, HACC shall maintain files containing documentation of its efforts to meet the following obligations of this Agreement relative to: 1) Needs Assessment, 2) Self-Evaluation, 3) Transition Plan, 4) Waiting Lists and 4) Amended ACOP.

VII. MONITORING PROVISIONS

1. HACC agrees that the Department may monitor compliance with this Agreement. The Department may require written reports concerning compliance, may inspect premises owned, leased, managed or assisted by the recipient, may interview witnesses, including the recipient's staff, and may examine and copy documents. The recipient assures its full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.
2. The Department shall determine whether HACC has complied with the terms of this Agreement.

VIII. REPORTING REQUIREMENTS

Beginning three months after the signing of this Voluntary Compliance Agreement and every three months thereafter until completion of all actions and certification of actions set forth in the "SPECIFIC PROVISIONS" section of this Agreement (Part V), HACC shall submit to the HUD Chicago Regional Office upon request Status Reports and/or documents substantiating that it has performed the actions required under the above-referenced sections of this Agreement. For the purposes of this Agreement, each Status Report will be due at three month intervals (quarterly), e.g., April 1, 2013, July 1, 2013, October 1, 2013 and January 1, 2014. Therefore, the Status Reports will cover activity from the quarter ending on the last day of the month before the end of the quarter, e.g., if the Status Report is due on April 1, 2013, the Status Report will cover the period from January 1, 2013 through March 31, 2013.

Submit all reports and correspondence to:

Joseph J. Perez, Chief, Program Compliance Branch
Office of Fair Housing and Equal Opportunity
Region V, Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, Illinois 60604-3507

IX. CONSEQUENCE OF NONCOMPLIANCE

Failure to carry out the terms of this Agreement may result in the suspension or termination of, or refusal to grant or to continue Federal financial assistance, or other actions authorized by law.

X. SIGNATURES

These signatures attest to the approval and acceptance of this Voluntary Compliance Agreement:

For the Housing Authority of Cook County as recipient:

4/9/13
Date

Richard Monocchio
Richard Monocchio, Executive Director

For the U. S. Department of Housing and Urban Development:

4/10/13
Date

Maurice McGough
Maurice McGough, Director, Region V
Office of Fair Housing and Equal Opportunity