



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

**SPECIFICATION NUMBER: 2019-100-016 RE-BID**  
REQUIRED FOR USE BY THE HOUSING AUTHORITY OF COOK COUNTY

**For**

**COLLECTION SERVICES**

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

**PHONE:** (312) 542-4725 **EMAIL:** dodonnell@thehacc.org

**DEADLINE FOR QUESTIONS:** By 2:00 P.M. on May 1, 2019

**PROPOSAL DUE DATE & TIME:**  
**May 15, 2019 on or before 2:00 P.M.**

**INTERESTED PROPOSERS ARE TO EXECUTE AND SUBMIT SIX (6) COMPLETE PACKAGES  
(ONE (1) ORIGINAL, FOUR (4) COPIES AND ONE (1) ELECTRONIC COPY) TO BE MARKED AS  
SUCH**

**FEE PROPOSAL MUST BE INCLUDED IN SEPARATE, SEALED ENVELOPE**

**ALL PROPOSALS AND OTHER COMMUNICATIONS  
MUST BE ADDRESSED AND RETURNED TO:**  
HOUSING AUTHORITY OF COOK COUNTY  
DEPARTMENT OF PROCUREMENT SERVICES  
175 WEST JACKSON BOULEVARD, SUITE 350  
CHICAGO, ILLINOIS 60604  
**ATTENTION: DEBORAH O'DONNELL**

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Proposals must clearly indicate the name of the project, "**Collection Services**", the Specification Number "**2019-100-016**" and the time and the date specified for receipt. The name and the address of the Proposer must be clearly printed on all correspondence. Proposals will be accepted at the Housing Authority of Cook County, until 2:00 p.m. (CST), May 15, 2019.

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**RICHARD MONOCCHIO  
EXECUTIVE DIRECTOR**

Following is Key Information associated with this Request for Proposal:

**PRE-SUBMISSION CONFERENCE:**

**Date and Time:**

**There is no Pre-Proposal Conference scheduled.**

**Location:**

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

**SUBMISSION OF PROPOSALS:**

**Deadline for Questions:**

By 2:00 p.m., May 1, 2019

**Deadline for Submission of Proposals:**

By 2:00 p.m., May 15, 2019

**Person to whom Proposals must be submitted to:**

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

**Documents to be submitted:**

One (1) 'ORIGINAL' Proposal Package  
Four (4) 'COPY' Proposal Packages  
One (1) 'ELECTRONIC' Copy  
**(PLEASE MARK/STAMP EACH  
ACCORDINGLY)**

**FEE PROPOSAL MUST BE INCLUDED IN SEPARATE, SEALED ENVELOPE**

# Request for Proposals

## 1.1 INTRODUCTION

The Housing Authority of Cook County (Authority) is soliciting requests for proposals (RFP) from Collection Service firms (Contractor) to perform various collection based tasks. The Authority intends to contract with one Contractor for its Collection Service needs, but reserves the right to make multiple awards if it is advantageous to the Authority. The award will be for a one (1) year contract with up to four (4), one (1) year extensions.

This procurement will be conducted using the competitive proposal process which will include, but is not limited to a technical evaluation of proposals, interview(s) and negotiations with the top ranking Contractor to promote fairness and competition throughout the procurement process. An evaluation panel will review, evaluate and determine which proposals are responsive and rank them according to the criteria provided within this RFP. The panel's recommendation will be presented to the Authority's Board of Commissioners to be considered for a contract.

The Authority reserves the right to accept or reject any or all proposals, to waive minor technicalities and informalities and to make an award deemed in its best interest pursuant to the standards of 2 CFR 200.317 - 200.326, the "Procurement", HUD Handbook 7460.8 REV 2, "Procurement Handbook for Public Housing Authority", the Authority's Procurement Policy and Procurement Procedures Manual, State of Illinois and local laws.

## 1.2 AGENCY INFORMATION

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

The United States Department of Housing and Urban Development (HUD) provides the funding for this work and therefore all work performed must be in compliance with all rules and regulations of this program, and all other applicable Federal regulations including, but not limited to, Handicap Accessibility (Section 504), Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards (UFAS), Davis-Bacon wage requirements, Environmental Protection Agency rules and regulations, HUD's Modernization Design Standards and Federal procurement requirements. In addition to the Federal laws, rules and regulations, all work must also be performed in compliance with state, county and local laws and regulations.

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

### 1.3 SCOPE OF SERVICES

In general, the Contractor shall accept all unpaid accounts the Authority refers for Collection and must perform all services in full compliance with the provisions of the Fair Debt Collection Practices Act and all guidelines established by the Federal Trade Commission and state regulations and guidelines. All collected funds shall be deposited within fifteen (15) days of receipt into the Authority's bank account or as instructed by the Authority. The Contractor's employees' must always conduct themselves professionally and reflect in a positive way during all deliberations and dealings with contacts on behalf of the Authority. Contractor shall be responsible for the actions and work of its personnel at all times. The Authority reserves the right to reject Contractor's employees who, in the Authority's opinion, are not qualified to perform the work.

Some of the service requirements for the collection services contract include, but is not limited to the following:

- A. Contractor shall implement collection procedures to achieve maximum recovery of debts. Procedures shall include:
  - a. A reasonable number of contacts via telephone
  - b. Minimum of three (3) mail attempts (skip-tracing procedures shall be implemented)
- B. Contractor shall make every effort to collect an account(s) prior to returning it to the Authority. Returned/uncollected files must clearly identify current address or locator information by the Contractor when:
  - a. Debtor is known to have assets and refuses to pay
  - b. Debtor has legal counsel
  - c. Debtor has filed for bankruptcy
  - d. For judgement placed, Contractor shall attempt asset location in order to satisfy judgments.
- C. Contractor shall forward collected funds to the Authority on a monthly basis by check or other agreed method and include details of collected funds.
- D. Contractor shall accept initial transactions, additions and/or updates to previously reported transactions electronically, in the Authority's preferred file format.
- E. Contractor shall provide electronic feedback upon request for the following:
  - a. Traced social security numbers
  - b. Address
  - c. Telephone information
- F. Contractor shall provide an updated monthly account information list to the Authority's Finance department on or before the 15<sup>th</sup> of each month.
  - a. A detail monthly report listing the accounts and their balances to date, reflecting all collection activities. This report should reflect the following information for each account.
    - i. Resident's or Landlord's name
    - ii. Social security number
    - iii. Original balance due
    - iv. Payments made during the month
    - v. Outstanding balance
    - vi. Any additional account comments
- G. Contractor shall immediately suspend action either temporarily or permanently on any account upon receipt of notification to do so by the Authority.
- H. The Authority shall have the right to request the return of an account for any reason.
- I. Accounts with no collections shall remain with the Contractor for a minimum of 2 (two) years. Extensions may be granted if justified by the Contractor and approved by the Authority.

- J. Contractor will not be paid for customer payments received within 10 (ten) days of the account being recorded into the collection Authority's system.
- K. Contractor will accept debt of One Hundred Dollars (\$100.00) and more.
- L. Contractor must maintain complete records of all transactions for audit purposes.
- M. Contractor must provide detailed reports on individual account status.
- N. Contractor must provide custom reports upon request.
- O. The Authority will not allow for a collection fee to be added on unpaid debt.
- P. Contractor may infer or suggest that the debtor's failure to repay the debt may result in litigation by the Authority.
- Q. Contractor shall have no authority to refer an account placed for collection to an attorney or other collector without prior written consent from the Authority.
- R. Contractor shall list the debtor's account, if judgement, in the public records section, with the nationwide credit bureaus at no charge to the Authority. Accounts listed with credit bureaus must be updated in accordance with Federal Law.
- S. Contractor agrees to not assess or impose "a fee on fee" cost.
- T. Contractor agrees to remit the entire amount collected and bill the Authority only for costs.
- U. Contractor shall make every effort to assist the Authority compliance with efforts to decrease our uncollected revenue.
- V. Contractor will be responsible to report debtors to credit agency.

The Authority's administrative work hours are Monday through Friday, 8:30 AM through 4:30 PM, but may be revised as necessary for business reasons. Contractor shall provide all labor, materials, supervision, tools, transportation, and equipment necessary to furnish Collection Services.

## **1.4 PRICING**

Collection agency fees will be based on a percentage of the actual amount collected. Fee schedules may be tiered, based on the amount of the placement, the age past due or whether or not attorney handling is required. The fee schedule you submit must clearly identify the fee rates and the tier structure you are proposing.

## 1.5 SUBMITTAL DEADLINE

This request for proposals is available electronically by contacting the Procurement Manager, Deborah O'Donnell, at [dodonnell@thehacc.org](mailto:dodonnell@thehacc.org) or by downloading the solicitation from the Authority's website, [www.thehacc.org](http://www.thehacc.org).

Interested respondents shall submit one (1) proposal marked "Original", four (4) proposals marked "Copy", and one (1) copy of the proposal in an electronic storage device such as CD or USB drive. Proposal shall be delivered in a sealed envelope or box prior to **2:00 PM on May 15, 2019**

The proposals shall be prepared in such a way that it allows for an efficient evaluation by the Authority. The proposals shall be:

1. Prepared on 8 ½ x 11 white paper utilizing one inch margins
2. Shall be properly bound.
3. Tabbed between sections
4. Delivered in sealed envelopes/boxes clearly labeled with the RFP Number, RFP name and the name of the submitting firm.

Proposals must be addressed and delivered to:

**Housing Authority of Cook County  
175 West Jackson Blvd., Suite 350  
Chicago, Illinois 60604  
Attn: Procurement/Contracts Department**

*The last date for submitting questions regarding this solicitation is **May 1, 2019 by 2 PM***  
*All questions must be submitted in writing to [dodonnell@thehacc.org](mailto:dodonnell@thehacc.org)*

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**Pre-proposal Conference** – No pre-proposal conference is scheduled for this solicitation.

## **1.6 TECHNICAL EVALUATIONS**

### **Organization:**

Each proposal shall be organized as outlined below. Page separators and tabs must clearly identify each section to facilitate quick reference and comparison to the material submitted by the proposers.

Provide the following submittal requirements in a separate package marked "TECHNICAL FACTORS".

### **TAB 1. FIRM'S EXPERIENCE & PAST PERFORMANCE**

Provide a brief narrative of the primary firm and any sub-contractor proposed in the response. You must provide the following:

- 1) Name of firm
- 2) Ownership type
- 3) Year established
- 4) Office/Store locations
- 5) Number of employees
- 6) Description of firm's core business lines and any other lines of business
- 7) Principals
- 8) Licensing and Bonding

Demonstrate your firm's experience in jobs similar in scope and complexity as described in the solicitation within the last three years. Demonstrate your firm's experience in working with other agencies similar in size to that of the Authority. Describe the experience of the individuals to be employed in this effort.

Along with this, provide at least three references for the most recent jobs that are similar, particularly with public sector entities. Provide the company name, point of contact name, telephone number and type of references.

### **TAB 2. FIRM'S MANAGEMENT AND APPROACH**

Describe your firm's management methodologies and approach to the scope of work.

Describe your firm's approach for communication between the firm and the Authority Staff.

Describe your firm's reporting capabilities. What standard reports are available and can custom reports be created? Are secure online reports available? Can your firm's system connect/integrate to other systems?

### **TAB 3. EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL**

The proposal must contain information demonstrating the organizational structure and qualifications of Contractor's key personnel including relevant experience in the field of discipline. The proposal may include subcontractors/consultants.

**The Authority reserves the right to approve or decline any proposed, or during contract term, Key Personnel.**

**TAB 4. MBE/WBE PROGRAMS**

Provide a detailed plan of how your company intends to meet the Authority's Affirmative Action Program and outreach for MBE/WBE.

**TAB 5. SECTION 3 COMPLIANCE EFFORTS**

Provide a detailed plan on your strategy for complying with Section 3 requirements. Section 3 compliance can be satisfied through either the hourly hire component or Section 3 Scholarship fund.

**TAB 6. ADDITIONAL VENDOR PROVIDED INFORMATION**

This section is reserved for vendors to provide additional information that may interest the Authority or further enhance the evaluation of any criteria. Please state the evaluation criteria for which the information is being submitted. Examples include: awards, recognitions, letters of appreciation, customer surveys, letters of recommendation, issue and resolution examples, previous Section 3 compliance, etc.

**TAB 7. CERTIFICATIONS/ACKNOWLEDGEMENT**

- a. Submit a complete FORM HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract (SECTION II-Form A).
- b. Submit a certified statement for non-debarment, suspension, or prohibition from professional practice by any Federal, State, or Local Agency. The statement shall read: "This is to certify that (Firm's Name) involved with this work, is not debarred, suspended, or otherwise prohibited from contracting by any Federal, State, or Local Agency."
- c. Certify that you acknowledge and will adhere to the Immigration and Naturalization Act.

**TAB 8. AFFIRMATIVE ACTION FORMS**

- a. MBE/WBE Participation (SECTION II – 2.3)
- b. Section 3 Estimated Project Work Force Breakdown (SECTION II – 2.4)

**TAB 9. REFERENCES**

Provide the following reference information for last 5 clients

- a. Firm/Company
- b. Contact Name
- c. Address
- d. Phone Number
- e. Email Address



## 1.7 COST PROPOSAL EVALUATIONS

Provide the following submittal requirements in a **separate package marked “FEE SCHEDULE”**. The Fee Schedule must comply with the requirements outlined in section 1.4 of this RFP. Attach additional pages if necessary. Any pertinent documents related to cost should be included in the package.

The contractor will be responsible for all costs and charges incurred for materials for the services specified in the Section 1.3 Scope of Services.

**NOTE: SUBMIT YOUR FEE SCHEDULE IN A SEPARATE SEALED ENVELOPE LABELED WITH YOUR FIRM’S NAME, SOLICITATION NAME, NUMBER AND “PRICE/FLAT RATE SCHEDULE”**

## 1.8 PROPOSAL EVALUATION CRITERIA/SELECTION PROCESS

In determining the lowest responsive and responsible offer, the Authority will consider a variety of factors that may include, but is not limited to price, compliance with the RFP requirements, delivery requirements, suitability of product, maintenance and operations costs, warranties, availability of supplies, past performance of the Contractor and other factors contributing to the overall costs (both direct and indirect), related to the supplies/service, compliance to the Authority’s MBE/WBE policies and goals, Section 3 Compliance, etc. The Authority may award contracts to the most responsive and responsible vendor that provides the “Best Value” to the Authority. Compensation shall be paid based upon the actual quantities of services and supplies received by the Authority. If unable to award as a package, the Authority will evaluate each proposal and may award alternate awards.

Proposals will be ranked from the highest to lowest points scored taking into consideration the proposal content, other technical factors, references etc. The Authority will engage the highest ranked contractor to establish the terms for a contract. If it is unsuccessful in establishing a tentative contract, the Authority will move to the next highest qualifying contractor, so on and so forth until it exhausts all qualified contractors.

The evaluation process will consist of the following steps:

1. Written Proposals: All proposals submitted for consideration will be reviewed and evaluated by an evaluation committee. The Authority may reject any or all proposals. Proposals will be evaluated by a committee of the Authority’s staff based on the following weighting scale:

A. Firms Experience and Past Performance	20%
B. Experience and Qualifications of Key personnel	20%
C. Pricing	50%
D. MBE/WBE Participation	5%
E. Section 3 Compliance Strategy	5%
Total	100%

In evaluating proposals, the combined evaluation factors for Firms Experience and Past Performance and Experience and Qualifications of Key Personnel, is **less** than price.

Evaluation Scale: 90% - 100% Excellent

80% - 89% Good

70% - 79% Average

60% - 69% Poor

0% - 59% Very Poor

Minimum Qualifying Score: 70%

2. Interviews: The Authority shall evaluate all proposals based on the evaluation factors listed above and may conduct presentations/interviews with those contractors in the qualifying competitive range.

3. Selection: All applicants invited to participate in the oral interviews will be ranked after the interview process and the Authority may conduct negotiations with firms in the competitive range. The Authority will enter into an Agreement with the firm providing the “Best Value” to the Authority.

## **1.9 PROTEST PROCEDURES**

1. PROTEST OF AWARD: Any Contractor, person or responder (Protestor) who disputes the decision to award an Agreement or who has been adversely affected by a decision of intended or actual purchase award may file a written notice of protest with the Contracting Officer of the Authority.

2. FILING THE PROTEST: The Protestor must file his protest in writing within ten (10) calendar days of the date of the letters of award of contract or the notification to unsuccessful responders.

3. CONTENT OF FORMAL WRITTEN NOTICE: The formal written notice must be printed, typewritten, or otherwise duplicated in legible form. The content of the formal written notice of protest must contain:

- A. The name and address of the Protestor filing the protest and an explanation of how their substantial interests have been affected by the Authority’s notice of the intended or of actual purchase award;
- B. A statement of how and when the Protestor filing the protest received notice of the bid solicitation or notice of intended or actual award;
- C. A statement of all issues of disputed material facts. If there is none, the protest must so indicate;
- D. A concise statement of the ultimate facts alleged, as well as the Authority’s policies which entitle the Protestor filing the protest to relief;
- E. A demand for relief to which the Protestor deems themselves entitled; and
- F. Any other information which the Protestor contends is material.

4. **RESPONSE TO PROTEST:** Upon receipt of a notice of protest that has been timely filed, the solicitation process or award process will be stopped until the protest is resolved. The Authority, if it deems necessary, may set forth in writing particular facts and circumstances which require continuance of the solicitation process on an emergency basis without the above mentioned delay in order to avoid immediate and serious danger to health, safety, or welfare. This written determination will specifically detail the facts underlying the Authority's decision and will constitute final action.

5. **RESOLUTION:** The Authority may request such other information pertaining to the matter as deemed appropriate. Within ten (10) days of the date of receipt of the written protest, the Authority will notify the Protestor making the protest of its decision.

## **1.10 CONTRACT REQUIREMENTS**

The Contractor(s) selected for this effort must be fully qualified to perform the services described above. The selected Contractor(s) must also comply with the following Authority requirements:

1. **CONTRACT:** Signing of the "Agreement" by the Contractor and the Contracting Officer incorporated with the terms, conditions and clauses in this Proposal.
2. **SCHEDULE OF PROJECT(S):** The selected Contractor shall provide the required services and shall complete the assigned project activities in the agreed to time period.
3. **INSURANCE:** The selected Contractor shall maintain in full force and effect during the entire Contract term the Insurance requirements as described in the RFP (SECTION III – 3.4, 11 – Insurance).
4. **DRUG-FREE WORK PLACE:** The selected Contractor must comply with the Federal Drug – Free Work Place Act.
5. **EMPLOYMENT, TRAINING, AND CONTRACTING OPPORTUNITIES FOR LOW-INCOME PERSONS, SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968.**
6. **EQUAL EMPLOYMENT OPPORTUNITY:** The selected Contractor and all its subcontractors shall comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60).
7. **MBE/WBE STATUS:** The Authority has established a goal to maximize the use of Minority Business Enterprise (MBE) and Women Business Enterprises (WBE) in all contracting efforts. The selected Contractor and its subcontractors shall make every effort to perform outreach to and utilize such firms in this Project.
8. **ANTI-KICKBACK ACT:** The selected Contractor and all its subcontractors shall comply with the Copeland "Anti-Kickback Act" (18 U.S.C. 276c) as supplemented in U. S. Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contract sub-grantee shall be prohibited for inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which he is otherwise entitled. The selected Contractor and all its subcontractors shall report all suspected or reported violations to the Authority.

9. **SUBCONTRACTOR REQUIREMENTS:** The selected Contractor shall assure that its sub-contractors comply with all applicable HUD regulations, and the Authority requirements.
10. **INCORPORATION:** All requirements of the Request for Proposals and the representations made in the proposal that are not in conflict with provisions the Contract shall be incorporated by reference and made an integral part of the Contract as though fully set forth.
11. **RETENTION AND INSPECTION OF RECORDS:** Access shall be given by the selected Contractor to the Authority, HUD or any of their duly authorized representatives to any books, documents, papers, and records of the selected Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions. All records pertinent to this Agreement shall be retained for three (3) years after the Authority has made final payment and all other pending matters are closed.
12. **CONFIDENTIALITY:** Selected Contractor will have access to personal information of individuals. This information must remain confidential at all times and may not be shared with any third parties, sold to any third parties or reported to any third parties.

## ATTACHMENT A

### PROFESSIONAL SERVICE AGREEMENT

This Agreement is made as of \_\_\_\_\_, 2019 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

The Housing Authority of Cook County (HACC or Authority) hereby requests proposals from qualified vendors (hereinafter referred to as the Proposers) to provide Collection Services for the Authority, on an as needed basis. The Contractor shall provide the specified services in accordance with all applicable local, state, and federal laws and regulations.

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

1. **Incorporation by Reference.** Provisions required by law, ordinances, rules, regulations, or executive orders, including but not limited to the referenced, required Housing and Urban Development documents are to be inserted in the Contract and deemed inserted whether or not they appear in the Contract, or upon application by either party, the Contract will be amended to make the insertion. However, in no event will the failure to insert the provisions before or after the Contract is signed prevent its enforcement.
2. **Engagement.** The Authority hereby engages the Contractor to render the services as set forth in the Request for Proposal (the Services) RFP 2019-100-016.

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

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

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

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

## ATTACHMENT A

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

4. **Compensation.** The Authority agrees to pay Contractor as proposed and agreed upon in accordance Attachment B – Fee Proposal attached to this Agreement. 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 monthly invoices to the Authority, such invoices shall include an itemization of the hours expended by Contractor and Contractor's employees and the nature of the Services performed and shall be prepared in a form reasonably satisfactory to the Authority.

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

5. **Term.** This Contract will be in effect for one (1) year indicated herein. The Authority may, at its sole discretion, exercise its right to renew this Contract following the expiration of base contract term for up to four (4) additional one-year option periods.

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

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

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

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

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

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

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

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

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

9. **False Statements.** False statements made in connection with this Contract, including statements in, omissions from and failures to timely update information/documentation, as well as in any other affidavits, statements or Contract documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the Authority, notwithstanding any prior review or acceptance by it of any materials containing such a misrepresentation. In addition, the Authority may debar Contractor, assert any Contract claims or seek other civil or criminal remedies as a result of a misrepresentation.
10. **Audits.** The Authority may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within 5 years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit it is determined that the Contractor or any of its Subcontractors has overcharged in the audited period, the Authority will notify Contractor. Contractor must then promptly reimburse the Authority for any amounts it has paid Contractor due to the overcharges.
11. **Acceptance.** It is understood and agreed by and between the parties hereto, that the initial acceptance and inspection of any delivery will not be considered a waiver of any provision of these specifications and will not relieve the Contractor of its obligation to provide satisfactory Services which conforms to the specifications, as shown by any test or inspections for which provisions are herein otherwise made.
12. **Contractor's Obligations.** Contractor shall comply with the following:
  - (a) If requested, Contractor shall submit weekly written narrative progress reports to the Authority. Contractor shall retain all records in connection with this Agreement or the Services provided herein for a period of 3 years after all payments required herein are made and all other pending matters are closed.
  - (b) This Agreement is subject to and incorporates herein the provisions of the U. S. Department of Housing and Urban Development regulations and the sections of the Code of Federal Regulations that are applicable to said program.
  - (c) The rules and regulations of the Office of Management and Budget (OMB) Circular A-133 apply. If the Contractor is a non-profit organization incorporated under the laws of the State of Illinois, Contractor shall provide a copy of its annual Audit or Review, whichever is required by the State of Illinois Secretary of State.
  - (d) If Contractor is a Sub recipient or pass-through entity, Contractor must comply with applicable regulations pertaining to this Agreement.

## ATTACHMENT A

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

### GENERAL REQUIREMENTS:

#### Workers Compensation and Employers Liability

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

#### General Liability/Professional Liability (Primary and Umbrella)

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

#### Automobile Liability (Primary and Umbrella)

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

#### Additional Requirements

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

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



## ATTACHMENT A

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

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law. Any insurance or self-insurance programs maintained by the Authority, does not contribute to any insurance provided by the Contractor under the Contract.

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

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

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

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

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

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

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

## ATTACHMENT A

Authority may immediately terminate this Agreement pursuant to paragraph 14 hereof or reduce the hourly rate to reflect the reduced value of the Services provided.

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

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

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

## ATTACHMENT A

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

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

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

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

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

If to the Contractor:      \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
{ \_\_\_\_\_ [.com](#)}

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

1. Fee Proposal
2. Debarment Suspension Matters
3. Certification Regarding Lobbying
4. Disclosure of Lobbying Activities w/Instructions

## ATTACHMENT A

5. Conflict of Interest
6. Non-Collusive Affidavit
7. Section 3 – Economic Opportunities for Recipients of HUD Assistance
8. Special MBE/WBE Participation Summary Form
9. MBE/WBE Subcontractor Affidavit
10. Summary of MBE/WBE Participation Form
11. Nature of Disclosing Party Form
12. HUD-5369-B Instructions to Offerors – Non-Construction
13. HUD-5369-C Certifications and Representations of Offerors – 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**

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

Not to Exceed Amount of the Contract: \$\_\_\_\_\_

By: \_\_\_\_\_  
Richard J. Monocchio  
Executive Director

\_\_\_\_\_  
Date

## Attachment B

### FEE SCHEDULE

### RFP 2019-100-016 Collection Services

The undersigned, being familiar with local conditions affecting the cost of work, with the specifications, addenda (if any thereto), as released by the Authority's Procurement Department, hereby proposes to furnish all labor, materials, equipment, and services required for this Collections Services project for the duration of the contract, in accordance with the Specifications in this RFP. The undersigned proposes the Fee Schedule specified below, subject to the terms of the Contract Documents.

Basic Fee (as a percentage of collected funds) \_\_\_\_\_%

Tier 1 Fees (Describe) \_\_\_\_\_%

Tier 2 Fees (Describe) \_\_\_\_\_%

Tier 3 Fees (Describe) \_\_\_\_\_%

Tier 4 Fees (Describe) \_\_\_\_\_%

This 1-year contract may be extended at the sole option of the Authority for one (1) year periods up to four (4) years using the prices bid. When the Contract is so extended, Contractor will be entitled to an increase(s) as agreed upon through a Contract Amendment. The increase(s) shall become effective upon the terms stipulated in any subsequent Contract Amendments.

Name of Business \_\_\_\_\_

Business Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Authorized Representative (print) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three year period preceding this bid been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, thief, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses emmerated in paragraph (2) of this certification: and
- d. Have not within a three year period preceding this bid had one or more public transaction (Federal, State or Local) terminated for cause or default.

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

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

Date: \_\_\_\_\_

**PROPOSER:** \_\_\_\_\_

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

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

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

**ATTACHMENT D.  
CERTIFICATION REGARDING LOBBYING**

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

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

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

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

Date: \_\_\_\_\_ **PROPOSER:** \_\_\_\_\_

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

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

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



## **ATTACHMENT E.**

### **DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

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

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

**ATTACHMENT E.**  
**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.

<b>1. Type of Federal Action:</b>  ____ a. contract ____ b. grant ____ c. cooperative agreement ____ d. loan ____ e. loan guarantee ____ f. loan insurance	<b>2. Status of Federal Action:</b>  ____ a. bid/offer/application ____ b. initial award ____ c. post-award	<b>3. Report Type:</b>  ____ a. initial filing ____ b. material change For Material Change Only year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  ____ Prime ____ Subawardee Tier _____, if known:  Congressional District, if known:		<b>5. If reporting entity in No. 4 if Subawardee, enter name and address of Prime.</b>  Congressional District, if known:
<b>6. Federal Department/Agency:</b>		<b>6. Federal Program Name/Description:</b>  CFDA Number, if applicable:
<b>8. Federal Action Number, if known:</b>		<b>9. Award Amount, if known:</b> \$ _____
<b>10a. Name and Address of Lobbying Registrant</b> (If individual, last name, first name, MI):		<b>b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):</b>
<b>I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		Signature _____ Print Name _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form LLL (1/96)

**ATTACHMENT F.  
CONFLICTS OF INTEREST**

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

1. No employee, officer, or agent of HACC participated in the selection, or in the award or administration of the Contractor's Agreement with HACC, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) an HACC employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents, (iv) his or her business associates, or (v) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Proposer or any affiliate thereof, or has a financial or other interest in the Proposer or the Proposer's Agreement with HACC.
2. Proposer shall not enter into any contract, subcontract or agreement with any officer, agent or employee of HACC during his or her tenure not for one (1) year thereafter shall any officer, agent or employee of HACC have any interest, direct or indirect, in the Contract Agreement including the proceeds thereof.

Date: \_\_\_\_\_

**PROPOSER:**

\_\_\_\_\_

By:

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Title)

**ATTACHMENT G.  
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)

**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.

<b>Type of Contract</b>	<b>Contract Amount</b>	<b>Section 3 Requirements</b>		
		Hiring	Contracting	Other Economic Opportunities
<b>Construction</b>	All Contract Values	30% Of all new hires	10% Of the total contract value subcontracted	See instructions
<b>Other Contracts</b> (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.

# Housing Authority of Cook County (HACC)

## Department of Procurement

### SECTION 3 UTILIZATION PLAN

#### (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

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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



**Housing Authority of Cook County (HACC)**  
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**Part 1: Hiring**

# SAMPLE HIRING CHART

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

<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>
<b>Job Titles</b>	<b>Total Number of Employees Needed for each Job Title</b>	<b>Total number of Employees Currently Employed at each Job Title</b>	<b>Total New Hires Needed for each Job Title</b>	<b>Total Section 3 Hires for each Job Title</b>
<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
<b>(6) Totals:</b>	<b>86</b>	<b>80</b>	<b>6</b>	<b>3</b>

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

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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**

<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>
<b>Job Titles</b>	<b>Total Number of Employees Needed for each Job Title</b>	<b>Total number of Employees Currently Employed at each Job Title</b>	<b>Total New Hires Needed for each Job Title</b>	<b>Total Section 3 Hires for each Job Title</b>
<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>
<b>(6) Totals:</b>				

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

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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	
<b>Describe in detail the work that will be performed by the Section 3 Resident or Business Concern</b>	
<b>Quantifiable Goal</b>	
<b>Anticipated Results</b>	

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<b>Training Program</b>	
<b>Describe in details the work that will be performed by the Section 3 Resident or Business Concern</b>	
<b>Quantifiable Goal</b>	
<b>Anticipated Goal</b>	

<b>Internship Program</b>	
<b>Describe in details the work that will be performed by the Section 3 Resident or Business Concern</b>	
<b>Quantifiable Goal</b>	
<b>Anticipated Goal</b>	

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

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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.

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

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

<b>How will I contribute the funds?</b>	<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)

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 H.**  
**SECTION 3 – ECONOMIC OPPORTUNITIES**  
**FOR RECIPIENTS OF HUD ASSISTANCE**

Please read and complete the bottom portion of this page for inclusion with your submission.

**SECTION 3 CLAUSE**

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

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

Complete the Section 3 Utilization Form.

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

## DIRECT PARTICIPATION/SELF-CERTIFICATION

The Proposer represents and certifies as part of its proposal that it:

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

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

(Check the block applicable to you)

☐ Black Americans

☐ Asian Pacific Americans

☐ Hispanic Americans

☐ Asian Indian Americans

☐ Native Americans

☐ Hasidic Jewish Americans

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

## INDIRECT PARTICIPATION THROUGH SUB-CONTRACTOR

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

Yes ☐ No ☐

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

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

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

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

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

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

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

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

From: \_\_\_\_\_  
(Name of S/M/WBE Firm)

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

Name of Prime Contractor – To: \_\_\_\_\_ (Name of Sub-Contractor)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
(Signature of Owner, President or Authorized Agent of S/M/WBE)

\_\_\_\_\_  
Name /Title (Print)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax/Email

Contract Number 2019-100-016  
Collection Services

## ATTACHMENT K. NATURE OF DISCLOSING PARTY FORM

**A. NATURE OF THE DISCLOSING PARTY:**

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

**B. Name of Disclosing Party:**

**Address:** \_\_\_\_\_  
**Floor/Suite:** \_\_\_\_\_  
**City:** \_\_\_\_\_  
**State:** \_\_\_\_\_  
**Zip Code:** \_\_\_\_\_  
**Phone #:** \_\_\_\_\_  
**Fax #:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**REMIT TO INFORMATION** (If different from above.)

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

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

\_\_\_\_\_

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

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

<b>Name</b>	<b>Title</b>
_____	_____
_____	_____
_____	_____

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

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

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

_____	_____	_____
_____	_____	_____

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

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

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

## ATTACHMENT L. REFERENCES

**Firm Name:** \_\_\_\_\_

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

---

Company Name: \_\_\_\_\_

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

Contact Name/Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Contact Name/Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Contact Name/Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Contact Name/Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

## **7. Contract Award**

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

(b) The HA may

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

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

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

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

## **8. Service of Protest**

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

## **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]