



HOUSING AUTHORITY OF COOK COUNTY (HACC)

REQUEST FOR PROPOSALS (RFP)

SPECIFICATION NUMBER: 2021-100-002
REQUIRED FOR USE BY HOUSING AUTHORITY OF COOK COUNTY

For **EVICITION SERVICES**

CONTACT: Deborah O'Donnell, Procurement Manager
PHONE: (312) 542-4725 **EMAIL:** dodonnell@thehacc.org
DEADLINE FOR QUESTIONS: January 29, 2021 at 2:00 p.m. (CST)

PROPOSAL DUE DATE & TIME:
FEBRUARY 15, 2021 AT 2:00 P.M. (CST)

INTERESTED RESPONDENTS ARE TO EXECUTE AND SUBMIT FIVE (5) COMPLETE PACKAGES (ONE (1) ORIGINAL AND FOUR (4) COPIES) TO BE MARKED AS SUCH

FEE PROPOSAL MUST BE INCLUDED IN SEPARATE, SEALED ENVELOPE

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

Proposals must clearly indicate the name of the project, "**Eviction Services**", the Specification Number "**2021-100-002**" and the time and the date specified for receipt. The name and the address of the Respondent must be clearly printed on all correspondence. Proposals will be accepted at the Housing Authority of Cook County, until 2:00 p.m. (CST), **February 15, 2021**.

RICHARD MONOCCHIO
EXECUTIVE DIRECTOR

REQUEST FOR PROPOSALS

FOR

EVICTIION SERVICES

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Attachments:

- A. Professional Services Agreement
- B. Debarment Suspension Matters
- C. Certification Regarding Lobbying
- D. Disclosure of Lobbying Activities w/Instructions
- E. Conflict of Interest
- F. Non-Collusive Affidavit
- G. Section 3 – Economic Opportunities for Recipients of HUD Assistance
- H. Special MBE/WBE Participation Summary Form
- I. MBE/WBE Subcontractor Affidavit
- J. Summary of MBE/WBE Participation Form
- K. Nature of Disclosing Party Form
- L. Fee Proposal
- M. HUD Table 5.1
- N. HUD-5369-B Instructions to Offerors – Non-Construction
- O. Reference Form

SECTION I – INTRODUCTION & BACKGROUND

▪ INTRODUCTION

The Housing Authority of the Cook County (HACC) hereby requests proposals from qualified Respondents (hereinafter referred to as the “Respondents”) to provide Evictions Services (hereinafter may be referred to as the “Services”) to the Authority.

The objective of this Request for Proposals (RFP) is to solicit the specified services and enter into a contract (Attachment A). Professional Services Agreement, hereinafter referred as to the “Agreement”) with a qualified firm to provide the required services.

Each Respondent must sign the Agreement and return it to HACC as part of their Proposal. By signing this Agreement, if HACC accepts and signs the document, then the Agreement shall be binding on both parties.

▪ BACKGROUND

The Housing Authority of Cook County is a municipal corporation, formed under the Illinois Housing Authorities Act, 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 1,800 public housing units located in suburban Cook County including Evanston, Skokie, Niles, Wheeling, Des Plaines, Franklin Park, Arlington Heights, Ford Heights, Chicago Heights, Park Forest, Robbins, Summit and Harvey. Additionally, HACC’s Housing Choice Voucher Program serves over 12,000 households, including seniors, persons with disabilities and families with children.

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

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

C. KEY INFORMATION

Following is Key Information associated with this Request for Proposal:

SUBMISSION OF PROPOSALS:

| | |
|---|--|
| Deadline for Questions: | 2:00 p.m. CST, January 29, 2021 |
| Deadline for Submission of Proposals: | 2:00 p.m. CST, February 15, 2021 |
| 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 (PLEASE MARK/STAMP EACH ACCORDINGLY) |

FEE PROPOSAL MUST BE INCLUDED IN SEPARATE, SEALED ENVELOPE

SECTION II – SCOPE OF SERVICES

A. GENERAL SCOPE OF SERVICES

A. General Scope of Services

The Housing Authority of the Cook County (HACC) is seeking Requests for Proposals (RFP) from qualified solo attorneys and/or law firms to provide **Eviction Services** as may become necessary in the management of approximately 1,800 low-income public housing units located throughout Cook County, Illinois. Solo practitioners and firms shall establish a minimum number of ten (10) years of general litigation experience, including at least three (3) years of forcible entry and detainer litigation experience, (including, but not limited to, preparation of tenancy termination notices), pretrial discovery and court motion practice, and general trial experience. Experience in representing landlords in bankruptcy proceedings, including motions to lift automatic stays to allow eviction actions to proceed, is preferred, but not required.

Attorneys and law firms submitting proposals in furtherance of this RFP must only engage attorneys licensed to practice law in the State of Illinois and in good standing with the Illinois Attorney Registration and Disciplinary Commission, and may not engage attorneys whose licenses have previously been subject to suspension or disbarment, either by the Illinois Supreme Court, the Supreme Court of any other jurisdiction or by any federal court.

DETAILED SCOPE OF WORK

The selected Respondents shall provide Eviction Services as required for approximately 1,800 Public Housing units located throughout Cook County, Illinois, primarily in the Circuit Court of Cook County's Municipal Divisions Two through Six. Eviction cases may not usually be prosecuted in the First Municipal District. Work may consist of assisting and advising the Housing Authority of Cook County on property management and lease enforcement issues, including, but not limited to:

- 1.) Rent collection;
- 2.) Lease terminations and evictions;
- 3.) Fair housing compliance;
- 4.) Interacting with tenants;
- 5.) Representing the Authority in grievance hearings, mediation sessions and in court proceedings, including but not limited to, eviction and bankruptcy cases;
- 6.) Following through with the vacating of units and execution of Court eviction orders through the Cook County Sheriff's Office (including disposal of personal property) and,
- 7.) Collections efforts resulting from terminations and/or evictions.
- 8.) Periodic reporting to the General Counsel and other officers of the Housing Authority

EVICTION ISSUES, APPEALS AND RELATED SERVICES

1.) Eviction for Non-Payment of Rent

- a) Review of Rent Records, Lease and "Notice to Quit" for legal sufficiency;
- b) Consultation with General Counsel, Property Managers/Others regarding eviction;
- c) Prepare pre-filing notices, Forcible Entry and Detainer Act complaints, affidavits, summonses and related pleadings;
- d) File complaint, place and track service of summons with Cook County Sherriff;
- e) Perform all services from commencement of case to final disposition including:
 - i. responding to answers and motions;
 - ii. service of summons to perfect jurisdiction;

- iii. responding to and promulgating discovery;
- iv. performing any necessary research and drafting of court documents,
- f) Representing the Housing Authority as counsel in any pre-trial proceedings, including, but not limited to, administrative hearings and informal reviews;
- g) Appearing in court on behalf of HACC, including, but not limited to, state courts and U.S. Bankruptcy Court.

2.) Eviction for Cause

- a) Review documentation and interview Property Managers as necessary to determine sufficient cause of action for eviction;
- b) Prepare pre-filing notices, Forcible Entry and Detainer Act complaints, affidavits, summonses and related pleadings;
- c) Representing the Housing Authority as counsel in any pre-trial proceedings, including, but not limited to, administrative hearings and informal reviews;
- d) File complaint, place and track service of summons with Cook County Sherriff;
- e) Perform all services from commencement of case to final disposition including:
 - i. responding to answers and motions and demurrers,
 - ii. responding to and promulgating discovery;
 - iii. performing any necessary research and drafting of court documents;
- f) Appearing in court on behalf of HACC, including, but not limited to, state courts and U.S. Bankruptcy Court;
- g) Perform all required actions from initiation of the unlawful detainer action to final disposition, including responding to motions and demurrers, responding to and promulgating discovery, performing any research and drafting of court documents, and appearing in Bankruptcy Court for purposes of lifting automatic stays;
- h) Perform related tasks as assigned by HACC;
- i) Perform all required actions for complex unlawful detainer cases and related actions, such as bankruptcy court motions to lift automatic stays and appeals.

3.) Appeals

Prosecute and/or defend Appeals before the Illinois Appellate Court, the Illinois Supreme Court, the United States District Court, or United States Court of Appeals for the Seventh Circuit, or the United States Supreme Court, as may be directed by the General Counsel of the Housing Authority.

4.) Miscellaneous Related Services

- a) Respond in timely fashion to telephone and electronic communication from HACC personnel, including Property Managers, Chief Financial Officer, General Counsel, Chief of Staff and Executive Director;
- b) Pick up and deliver related paperwork for evictions from HACC Headquarters and residential apartment buildings;
- c) Maintain standard turn-around time of 60 to 90 days for simple, uncontested evictions (subject to court availability);
- d) Periodically review HACC property management forms for sufficiency, upon request;
- e) Attend meetings with HACC personnel as necessary;
- f) Submit timely invoices for legal services on a monthly basis;
- g) Provide periodic status reports regarding specific cases and general court trends to HACC upon request.

QUALIFICATIONS

The following are the minimum qualifications required for an attorney/law firm to be considered as a potential provider of eviction services to Housing Authority of Cook County. The attorney(s) or practicing member(s) of the law firm providing legal services to the Authority must:

- a) Be licensed to practice law in the State of Illinois and have a minimum ten (10) years of general practice and trial experience;
- b) Have at least three (3) years of litigation experience in the interpretation and application of the Illinois Forcible Entry and Detainer Act through litigation and counseling of landlords and tenants;
- c) Be a member in good standing of the Federal Trial Bar for the U.S. District Court for the Northern District of Illinois or have available co-counsel holding Federal Trial Bar credentials (for cases so removed) who can perform such federal trial functions as needed;
- d) Submit proof of experience in appellate practice in civil cases, including providing a sample appellate brief for review of attorney(s) handling HACC proceedings, or have established an association with an attorney from another firm who can perform such appellate functions as needed;
- e) Submit a certification that there are no conflicts of interest which would prevent the attorney or firm from representing the Authority.
- f) Experience in representing landlords in bankruptcy proceedings to lift automatic stays to allow eviction actions to proceed, or have established an association with another attorney or from another law firm who can perform such functions as needed.

SUBMISSIONS

Applicant attorneys and attorneys from applicant-firms shall submit resume(s) establishing the qualifications of attorneys who shall render legal services to the Authority for verification of qualifications. Successful applicant attorneys and/or firms shall be selected based upon confirmation of qualifications and lowest hourly rate for attorney's services and law clerk/paralegal services.

SELECTION

Attorneys/Law Firms shall be selected based upon the overall qualifications of the attorney practitioner who will render services to the Authority, and based upon the weighted hourly billing rate of professional services shown herein below.

- 1. Hourly billing rate for services rendered by qualified attorney (90%)**
- 2. Hourly billing rate for services provided by a paralegal /law clerk (10%)**

No billing shall be submitted by the attorney or law firm for "de minimus contacts" in increments of fewer than ten (10) minutes for matters involving trial scheduling and appearance of HACC employees. In such instances, email communication between attorney and client is preferred.

Billings shall be submitted in increments not larger than 0.1 of an hour (six minutes).

Payment for services shall be made based upon charges for hourly services rendered by the attorney and law clerk/paralegal, plus "costs." Costs shall be defined as court filing fees, fees for service of summons

and orders of possession, bonds, County eviction execution fees, copying, mailing and reasonable travel expenses in furtherance of litigation only.

B. Special Conditions Provision

1. Contractor's Obligations

The Contractor shall retain all records in connection with this Agreement or the Services provided herein for no less than a period of three years following the conclusion of all payments required herein are made and all other pending matters are closed, or for the length of time required by the Illinois Rules of Professional Conduct, whichever is longer.

2. Contract Period

The Contract shall be in effect for one (1) year to begin on the date the outlined in the Notice to Proceed and continue for one (1) year unless terminated prior to this date according to the terms of the Termination paragraph, or extended as provided for herein.

3. Contract Extension Option

The Contract Period will be in effect for one (1) year as indicated herein (unless terminated for some reason as expounded upon in paragraph 4). The Authority may, in its sole discretion, exercise its right to extend the Contract Period up to an additional two (2) one-year options, beyond the Initial Contract Period.

Not less than 30 calendar days before the expiration of the then current Contract term, the Contracting Officer or his/her designee will give the Contractor notice of the Authority's intent to exercise its option to renew the Contract for the approaching option period. The date on which HACC gives notice will be denoted by the official Notification of Award.

4. Termination

HACC may terminate this Agreement for convenience upon 30 calendar days prior written notice to the other party.

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

- a. A material breach of this Agreement by Contractor;
- b. Contractor or Contractor's employees engaging in conduct materially injurious to HACC or 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 unlicensed or otherwise ineligible to practice law in the State of Illinois;
- e. Contractor becomes insolvent or makes a general assignment for the benefit of creditors; or
- f. Contractor files a petition in bankruptcy or such petition is filed against Contractor.

HACC 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) HACC 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 by HACC. HACC may withhold any payments to Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed to HACC by Contractor.

5. Indemnification

Contractor shall indemnify, defend and hold the HACC, 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, or violations of Illinois Supreme Court Rule 137, Federal Rule of Civil Procedure 11, or similar requirement.

6. Insurance

The Contractor hereby agrees to obtain and shall maintain during the term 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:

The attorney will indemnify the Housing Authority for any violations of Illinois Supreme Court Rule 137 and Federal Rule of Civil Procedure 11, or similar requirement, for which the Housing Authority is held by a court to be vicariously liable to the extent that the violation was the sole result of the attorney's error. The attorney will not be required to indemnify the Housing Authority for such violations if they were caused by the attorney's repetition of inaccurate information that was provided to the attorney by the Housing Authority.

Automobile Liability

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. 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 agreement by HACC that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of HACC to obtain certificates or other insurance evidence from Contractor is not a waiver by HACC of any requirements for the Contractor to obtain and maintain the specified 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. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and HACC retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

SECTION III – GENERAL REQUIREMENTS & QUALIFICATIONS

A. GENERAL REQUIREMENTS

Respondent may be an individual or a professional legal services corporation, partnership or a joint venture duly licensed to practice law in the State of Illinois and authorized to do business in the County of Cook, financially sound and able to provide the Services being procured by HACC.

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

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

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

1. **Introduction/Cover Letter:** Letter shall include company's name, address, telephone number, bearing the signature of an authorized representative of the Respondent and should contain any unique applications and services and any special qualifications of the Respondent.
2. **Company Overview:** Provide a brief but detailed Company History including an overview of its experience and qualifications as it pertains to providing services similar in size, complexity and scope required under this RFP. Identify key team members; staff and equipment resources; and number of years providing services being requested.
3. **Type of Organization:** State applicable organization type (i.e. Corporation, Partnership, Joint Venture or Sole Proprietorship). List name(s) of shareholders, partners, principals and any other persons exercising control over the Firm or Organization, and provide evidentiary documentation to establish organizational form.
4. **Organizational Certification:** Include Copies of Certificate of Incorporation, Partnership Agreement, Joint Venture or other organizational document. Include an Organization Chart that includes number of present employees in each department, information on personnel training and certifications, if applicable, and the number of full and part time employees who will be assigned to the contract.
5. **References:** Respondent shall complete the attached Reference Form (Attachment O).
6. **Financial Capacity:** Provide the two (2) most recent years of unaudited financial statements and a copy of the prior year business tax filing.

B. EXPERIENCE OF FIRM/STAFF

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

- 1) Respondent must have ten (10) years of general civil litigation experience, including at least three (3) years of forcible entry and detainer litigation experience, in performing services similar to those requested herein.
- 2) A minimum of three past performance references with contact names and telephone numbers on the attached Reference Form.

C. CAPACITY

In order to be considered eligible to submit a proposal, Respondent must submit a written statement of its ability to provide the resources necessary (staffing, equipment, office facilities, and other) for the timely and efficient implementation of HACC's goals and objectives as described in this solicitation. Respondent must discuss the factors that differentiate its services from those offered by other vendors.

D. FEE PROPOSAL

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

F. MBE/WBE PARTICIPATION

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

Respondent may, itself, be an M/WBE firm and shall complete *Attachment H. – Special MBE/WBE Participation Summary Form*.

Respondent may directly utilize on the resultant contract and for the duration of the resultant contract an M/WBE firm (also referred to as 'Direct M/WBE Participation'). Firm shall have the Sub-Contractor complete *Attachment I – MBE/WBE Subcontractor Affidavit* and then Respondent shall complete the *Attachment J – Summary of MBE/WBE Participation Form*.

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

G. SECTION 3 COMPLIANCE

The Respondent shall demonstrate the ability to comply with HUD's requirement for Economic Opportunities for Recipients of HUD Assistance. The Respondent shall submit a Statement of Compliance as specified in as referenced on *Attachment G – Section 3 – Economic Opportunities for Recipients of HUD Assistance*.

HACC's Section 3 goal and objective is that Respondents who have a need to employ new workers as a result of entering into said contract, that said Respondent shall employ eligible Section 3 workers to fill 30% of new positions. Given the nature of this contract, Section 3 hires should not have access to case records.

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

SECTION IV – CONTENT OF RESPONSE DOCUMENTS

Respondent shall fully read, comprehend and where applicable execute all attachments as outlined in the Table of Contents. Proposals received without all of the required information, including the submission of a fully executed Professional Services Agreement, may be subject to rejection.

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

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

A. CONTENT AND FORMAT

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

Proposals shall have sections marked and labeled as identified below and must contain the required information, with a table of contents and numbered pages.

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

Contract Terms state ‘Contractor must provide and 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 herein, insuring all operations related to the Contract’.

5. Fee Proposal – Respondent shall be provided as requested in *Attachment L – Fee Proposal*. **Fee proposal must be submitted in a separately sealed envelope.**

SECTION V – EVALUATION CRITERIA

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

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

- 1. Experience of Firm/Staff** **Maximum 45 points**
Demonstrated successful experience and capability of the Respondent, staff, and sub-contractors proposed for this engagement in providing services described in this Request for Proposals.

- 2. Capacity** **Maximum 15 points**
Demonstrated ability of the Respondent to provide the resources (staffing, equipment, office facilities, and other) necessary for the timely and efficient implementation of HACC's goals and objectives as described in this solicitation.

- 3. Fee Proposal** **Maximum 40 points**
Respondent shall be provided as requested. A weighted rate of combined hourly rates submitted and associated services will determine point assignment. **Fee proposal must be submitted in a separately sealed envelope.**

SECTION VI – PROCUREMENT AND AWARD PROCESS

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

A. ADDENDUMS TO SOLICITATION

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

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

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

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

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

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

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

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

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

Any requests for interpretation or inquiries for additional information should be submitted in writing to Deborah O'Donnell, via email to dodonnell@thehacc.org. No oral requests will receive a response. All inquiries must be received by 2:00 p.m. CST on January 29, 2021. Responses to any inquiries may be issued in the form of an addendum to this RFP and will be available on the HACC website.

C. EVALUATION AND AWARD PROCESS

EVALUATION

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

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

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

HACC will perform a responsibility review of the two (2), highest-ranked Respondents, which may include reference and financial background checks.

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

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

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

BASIS OF AWARD

HACC reserves the right to award multiple contracts to the highest-ranked Respondent(s) to provide the requested services for a period of one (1) year base to begin on the date the contract is fully executed (Effective Date) and continue for one (1) year unless terminated prior to this date in accordance with the terms specified herein.

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

SECTION VII – PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none unless indicated here) _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (Respondent) or prospective bidder (Respondent) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (Respondents) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

NAME OF CORPORATION: _____
(Print or Type)

SIGNATURE OF PRESIDENT*: _____
(Or Authorized Officer)

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

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

ATTEST: _____
Corporate Secretary Signature

(Affix Corporate Seal)

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____, 2021 by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

(Seal)

Notary Public Signature: _____

Commission Expires: _____

SECTION VII – PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none unless indicated here) _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (Respondent) or prospective bidder (Respondent) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (Respondents) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

BUSINESS NAME: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

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

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

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

Partner Signature: _____

Address: _____

State of _____

County of _____

Subscribed and sworn to before me by each of the foregoing individuals this ____ day of _____, 2021.
(Seal)

Notary Public Signature: _____

Commission Expires: _____

SECTION VII – PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to, 1) General Conditions, 2) Special Conditions, 3) Contract Plans or Drawings (if applicable) 4) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 5) Proposal Pages, 6) Certifications and 7) Addenda Nos. (none - unless indicated here) _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (Respondent) or prospective bidder (Respondent) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (Respondents) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

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

Registration Number: _____

State of _____
County of _____

This instrument was acknowledged before me on this ____ day of _____, 2021 by _____
(name/s of person/s)

(Seal)

Notary Public Signature: _____

Commission Expires: _____

ATTACHMENT A

PROFESSIONAL SERVICE AGREEMENT

This Agreement is made as of _____, 2021 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 Eviction 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 No. 2021-100-002 (the Services).

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

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

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

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

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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 two (2) 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.

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

GENERAL REQUIREMENTS:

Workers Compensation and Employers Liability

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

General Liability/Professional Liability (Primary and Umbrella)

General Liability/Professional Liability Insurance or equivalent with aggregate limits of not less than \$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. Fee Proposal
13. HUD Table 5.1
14. HUD-5369-B Instructions to Offerors – Non-Construction
15. 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.

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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 PROPOSAL

RFP NO. 2021-100-002

Eviction Services

Instructions: Identify hourly rates of all persons that will be assigned to this project. Hourly rates must be included all professional services, administrative expenses and general overhead necessary to perform the work under the terms and conditions delineated in the RFP. Provide additional forms as necessary.

| Position | Proposed Staff | Estimated Hours per Contract Period | Initial Contract Period Hourly Billable Rate | First Option Year Hourly Billable Rate | Second Option Year Hourly Billable Rate |
|-----------------------|----------------|-------------------------------------|--|--|---|
| Attorney | | 720 | \$ | \$ | \$ |
| Paralegal /Law Clerks | | 80 | \$ | \$ | \$ |
| Other (Specify) | | | \$ | \$ | \$ |
| Photo Copying | | 1,000 pages | \$ | \$ | \$ |
| Other (Specify) | | | \$ | \$ | \$ |

Name of Firm:

Firm Address:

Contact Person:

Phone Number:

Authorized Signature:

Title:

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

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

**ATTACHMENT 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.

| | | |
|---|---|--|
| <p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p> | <p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p> | <p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only year _____ quarter _____ date of last report _____</p> |
| <p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known:</p> | | <p>5. If reporting entity in No. 4 if Subawardee, enter name and address of Prime.</p> <p>Congressional District, if known:</p> |
| <p>6. Federal Department/Agency:</p> | | <p>6. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p> |
| <p>8. Federal Action Number, if known:</p> | | <p>9. Award Amount, if known:</p> <p>\$ _____</p> |
| <p>10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p> | | <p>b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):</p> |
| <p>I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress 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.</p> | | <p>Signature _____ Print Name _____ Title: _____ Telephone No.: _____ Date: _____</p> |

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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.

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

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

Instructions:

Part I: Hiring

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

Part II: Contracting

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

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

Part III: Other Economic Opportunities

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

**Housing Authority of Cook County (HACC)
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above, then the contractor must pay 5% of the total dollar amount of the contract for building, trade work or 1.5% for all other contracts will be paid to the Section 3 fund

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

Prime Contractor Acknowledgement of Section 3 Requirements:

Signature of Principal of Contractor

Date

Print Name

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Part 1: Hiring

SAMPLE HIRING CHART

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

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

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

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

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

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

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

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Part II: CONTRACTING

Table II: Contracting Commitments

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

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

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

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

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CONTRACTS TO SECTION 3 BUSINESS CONCERNS (continued)

Company Name: _____

Address: _____

Contact Person: _____ Telephone: _____

E-mail Address: _____

Original Contract Dollar Value: _____

Amended Contract Dollar Value: _____

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

Work to be Performed/Material Supplied: _____

Anticipated Performance Timeframe: _____

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

Company Name: _____

Address: _____

Contact Person: _____ Telephone: _____

E-mail Address: _____

Original Contract Dollar Value: _____

Amended Contract Dollar Value: _____

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

Work to be Performed/Material Supplied: _____

Anticipated Performance Timeframe _____

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

Company Name: _____

Address: _____

Contact Person: _____ Telephone: _____

E-mail Address: _____

Original Contract Dollar Value: _____

Amended Contract Dollar Value: _____

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

Work to be Performed/Material Supplied: _____

Anticipated Performance Timeframe _____

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

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Table II.b: Contracting Shortfall

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

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

Table II.c: Outreach Efforts

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

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

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Part III: OTHER ECONOMIC OPPORTUNITIES

Table III: Other Economic Opportunities Plan(s)

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

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

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

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

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

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

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

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

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

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

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

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

 NAME OF PRIME CONTRACTOR (Print or Type)

 NAME OF AUTHORIZED OFFICER

 NAME OF NOTARY (Print or Type) Date _____

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

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

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

ATTACHMENT 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 and in the Code of Federal Regulations (24 CFR Part 135).

Complete the Section 3 Utilization Plan 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)

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

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

INDIRECT PARTICIPATION THROUGH SUB-CONTRACTOR

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

Yes No

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

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

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

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

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

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

Specification Number: _____

Project Description: _____

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

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

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

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

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

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

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

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

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

Name /Title (Print)

Phone

Fax/Email

ATTACHMENT K. NATURE OF DISCLOSING PARTY FORM

A. NATURE OF THE DISCLOSING PARTY:

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

B. Name of Disclosing Party: _____

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

REMIT TO INFORMATION (If different from above.)

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

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

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

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

| Name | Title |
|-------------|--------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

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

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

H. Please list all TRADES your firm provides:

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

ATTACHMENT L. REFERENCES

Firm Name: _____

Date: _____

Company Name: _____

Company Address: _____

Contact Name/Title: _____

Telephone Number: _____ Email Address: _____

Company Name: _____

Company Address: _____

Contact Name/Title: _____

Telephone Number: _____ Email Address: _____

Company Name: _____

Company Address: _____

Contact Name/Title: _____

Telephone Number: _____ Email Address: _____

Company Name: _____

Company Address: _____

Contact Name/Title: _____

Telephone Number: _____ Email Address: _____

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

-
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

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

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

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

8. Contract Termination; Debarment

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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