



HOUSING AUTHORITY OF COOK COUNTY ("HACC")
REQUEST FOR PROPOSAL ("RFP") NO. 2021-100-003
FOR
On Call Security Services

ISSUED ON:
January 14, 2021

ISSUED BY: DEPARTMENT OF PROCUREMENT

PROPOSALS MUST BE RECEIVED NOT LATER THAN,
February 15, 2021 at 2:00 pm CT

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

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

Respondent Name: _____

Contact Name: _____

Contact Telephone: _____

Contact Email: _____

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

Richard J. Monocchio
Executive Director

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KEY INFORMATION

1. **RESPONDENT CONTACT WITH THE HACC:** The Procurement Manager identified below is the *sole point of contact* regarding this RFP. From the date of issuance until selection of the successful proposer(s).

Deborah O'Donnell
Housing Authority of Cook County
Department of Procurement
175 West Jackson Blvd., Suite 350
Chicago, Illinois 60604
Phone (312) 542-4725
dodonnell@thehacc.org

2. **SUBMISSION DEADLINE AND PROCUREMENT TIMETABLE:** The following dates are set forth for informational and planning purposes; however, the HACC reserves the right to change the dates.

- Date of Issuance.....January 14, 2021 @ 10:00AM
- Pre-Proposal Conference.....Not Applicable
- Questions/Request for Information Due Date and Time.....January 29, 2021 @ 2:00 PM
- Proposal Due.....February 15, 2021 @ 2:00 PM

3. **QUESTIONS / REQUEST FOR INFORMATION**

All questions or requests for information must be made in writing and sent by email or fax to the Contact Compliance Officer identified above, no later than **January 29, 2021 @ 2:00 PM CST**.

Respondents shall only communicate with the Procurement Specialist regarding this RFP and the proposal submitted under it. Questions will be answered to all Respondents in the form of an Addendum to the RFP if the HACC determines that it is in its best interest. Any questions received after the above-mentioned due date and time will likely be unanswered, but the HACC reserves the right, at its sole discretion, to respond to such questions.

4. **NUMBER OF COPIES:**

Submit **1 signed original copy**
Submit **4 additional copies unbound**
Submit **1 (CD) or (USB) for the Technical Proposal**
Submit **1 (CD) or (USB) for the Cost Proposal**

5. **SUBMIT PROPOSAL TO:**

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

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ARTICLE I. INTRODUCTION

The Cook County Board of Commissioners organized the Housing Authority of Cook County (HACC) in 1946. The commissioners created the Authority because Cook County was experiencing a population growth, but did not have sufficient housing to meet the need. The HACC initially focused on improving existing housing conditions, but with the 1949 U.S. Housing Act, it was given aid to construct and maintain housing for low-income families. By 1953, the HACC had programs in many Cook County suburban communities including Robbins, Chicago Heights, and Summit. By 1961, public housing senior residences were also underway. As the need for affordable housing increased, the HACC continued to build and maintain its public housing units so that a total of 2182 were built. Included in the units are low-rise and high-rise buildings, townhouses, single-family homes and duplexes. The HACC is especially proud of its senior housing that consists of high-rise developments built throughout the Cook County area including Arlington Heights, Chicago Heights, Des Plaines, Evanston, Franklin Park, Harvey, Niles, Park Forest, Robbins, Skokie, and Wheeling. By 1985, the HACC completed its construction of the public housing units and its focus included improvement, modernization and maintenance of these units and to providing opportunities and programs to our residents. These programs are designed to assist residents in achieving self-sufficiency.

The HACC receives certain funding from the United States Department of Housing and Urban Development (hereinafter, “HUD”) and is entitled to apply for funding to acquire, construct, modernize, maintain, and operate public housing. These programs are parallel to federal housing programs and include conventional, rental assistance and community development components.

As the second largest provider of affordable housing in the State of Illinois, we are pleased to be positioned to provide access to decent, safe, and affordable housing to low and moderate income individuals, families, elderly and/or disabled within suburban Cook County. With a customer base of over 15,000 families, we are committed to providing a level of customer-focused service that goes well beyond that of providing shelter. Imbedded in the mission, we are charged with assisting our clients in their efforts to achieve self-sufficiency. Essential to our long-term success is empowering our clients to develop and reach goals that will improve the quality of life for them and their families.

ARTICLE II. SCOPE OF WORK

The Housing Authority of the County of Cook (“HACC”) hereby requests proposals from qualified Security Firms (“Contractors”) to provide various on call security services (“Services”) at various, residential properties owned and managed by HACC. The Officer(s) or Guard(s) offered through the Services shall patrol the premises ensuring the safety and protection of residents, staff, and visitors in the manner as further described below.

Contractor shall provide the Services in accordance with the specifications in this contract. Notwithstanding the requirement of the Contractor to comply with the specifications in this contract, all services shall be in accordance with applicable local, state, and federal laws and regulations and in compliance with the terms and conditions of this specification. Contractor’s

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compliance with these requirements will be determined by the Authority whose decision will be binding.

Statement of Services

Contractor will perform any and all tasks customarily associated with providing security services. This includes but not limited to ensuring the following services requirements are provided.

Court Appearances

Security guards will be compensated for up to 4 hours for development or incident related court appearance.

Security Guard Duties

All security guards utilized shall perform the following duties:

1. Be knowledgeable of and adhere to the specification requirements and security guard post orders to ensure strict compliance with the requirements is maintained. Security guards must adhere to HACC's security protocol and procedures as directed by HACC and the on-site property manager.
2. Not carry or use any type of non-lethal weapons, such as baton, chemical spray, etc. without the proper training and prior written authorization by HACC.
3. Maintain respect for residents, guests, employees and contractors. Conduct themselves with high level of professionalism. Maintain a business like demeanor at all times.
4. Shall be alert to surrounding area of responsibility at all times.
5. Ensure unauthorized people are not permitted on property at any time.
6. Avoid using force except when necessary to protect persons and property.
7. Protect residents, employees and property surrounding their post.
8. Enforce the "NO SMOKING" Ordinance.
9. Stop Disturbance in Common Areas and all other areas as requires by Property Manager and immediately alert the local police department for further assistance if needed.
10. Identify Anti-Social Behavior patterns and deal with them appropriately. Incidents should be reported and documented to the Property Manager immediately.
11. Report for duty with the following identification as follows: Name Tag, Company Uniform/I.D., PERC Card (Unarmed-authorized as unarmed guards).
12. Nor performing or engaging in personal work or other non-duty related activities while on duty, such as abusing telephone privileges. Telephones should be used only in the case of an emergency and officers will be help accountable for all personal telephone calls.
13. Maintain a clean desk area, free from food, paper, etc. (if supplies).
14. Not to engage in theft, vandalism, the purchase or sale of illegal substances, or any other illegal activity at any time while on duty.
15. Not to be under the influence of any controlled substance or alcohol, not engage in any unprofessional conduct while on duty.

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16. Be fully awake while on duty, no sleeping, watching television, playing loud music, turning lights off, reading books, play cards, etc.
17. Be professional and courteous at all times. Refrain from foul and abusive language.
18. No fraternizing or socializing among employees or known gang members at any time while on duty or supporting solicitation, loitering or congregating in the lobby areas, parking lots, stairwells and/or doorways.
19. Be physically mobile at all times, providing high security Officer presence and visibility to prevent loitering in the front of and around designated buildings and lobbies, and to prevent or detect intrusion, entry, theft, vandalism, abuse, fire trespassing and any other illegal or unauthorized activities at the locations.
20. Maintain a neat appearance at all times. Only authorized uniforms will be worn on duty, which identifies them as security personnel.
21. No officer is permitted to wear, have in their possession or carry a firearm or other weapon without the authorization or proper credentials: FOID Card or TAN Card.
22. Prior to having authorization, the officer and the officer's firearm must be in full compliance of local and state law, The officer must have satisfactorily completed a state certified/approved firearm training.
23. As required by State regulation, any firing or discharge of a firearm, even if accidental, must be reported to the local Police Department and the Property Manager Immediately, in addition to a written incident report, eyewitness accounts must be presented upon request. In addition, a report must be submitted to the security firm's main office.
24. A firearm may not be drawn from the holster except in self-defense or in defense of human life.
25. Only use firearms that are in compliance with state and local laws .

A. Services

HACC is requesting the following On Call Security Services:

1. Unarmed/Armed Security Guard Services

Officer(s) patrolling the premises shall ensure the safety and protection of the residents, staff and visitors.

Patrol shall consist of foot patrol of the exterior and interior premises of HACC Senior and Family Sites. Patrol is expected to be frequent and may include prolonged walking, standing, sitting, and stooping either indoors or outdoors during daytime or nighttime, as required.

Officer(s) must be mentally alert and physically apt to perform the Services requested and shall have the ability to respond to life threatening situations, subdue violent or potentially violent or disturbed individuals, employ good judgment when dealing with the public and must maintain self-control.

Officer(s) shall be responsible for Access Control, by monitoring the Visitor Log and Visitor Processing requirements at the Senior Sites. Officer(s) shall be required to report as further described under Logs and Reports.

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Officer(s) may be required to review/watch surveillance camera when necessary. The Officer(s) will keep a written log of any suspicious activities captured by the surveillance equipment.

Officer(s) must be mentally alert and physically apt to perform the Services requested and shall have the ability to respond to life threatening situations, subdue violent or potentially violent or disturbed individuals, employ good judgment when dealing with the public and must maintain self-control.

2. Fire and Safety Watch

Officer(s) patrolling the premises shall ensure the safety and protection of the residents, staff and visitors through Fire and Safety Watch, otherwise known as Fire Watch at HACC's Senior and Family Sites. Fire Watch patrol shall be requested only as a security measure due to sprinkler and/or fire alarm activation or malfunction and does not necessarily involve vigilance of criminal activity. Notwithstanding vigilance of security measures, Officer is expected to respond should criminal activity be observed in the performance of the Fire Watch Patrol.

Fire Watch patrol is typically requested by city, village, or town ordinance when the building's sprinkler system or fire alarm system has malfunctioned. Officer(s) shall be required to walk each floor at the Senior Sites on an hourly basis and shall be required to report as further described under Logs and Reports.

Before and during each shift, Officer(s) shall watch out for any potential fire hazards, by identifying any potential release of flammable vapors or liquids, keeping flammable materials from ignition sources and maintaining conditions and requirements as may be established by a Safety Permit. Officer(s) shall be expected to familiarize themselves with the location of all fire-fighting equipment. In the event of a fire, extinguish it immediately and contact 911 and any emergency numbers provided to the Officer(s) immediately thereafter.

Officer(s) must be mentally alert and physically apt to perform the Services requested and shall have the ability to respond to life threatening situations, subdue violent or potentially violent or disturbed individuals, employ good judgment when dealing with public and must maintain self-control.

B. Quality Control Procedures

Contractor is responsible for maintaining satisfactory standards for its Officer(s) with regards to conduct, appearance, and integrity. Contractor shall submit with its proposal Quality Control Procedures demonstrating how Contractor maintains level and quality of services required by this RFP, and a Company Training Schedule explaining the type of training and how often the training is conducted.

C. Staff Requirements

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Contractor shall ensure that only competent, qualified Officer(s) are assigned to the specific services requested.

Assigned Officer(s) must:

- Be able to read, write, speak, and understand the English language to the extent required for communication in person, via telephone and in writing with designated HACC representatives and tenants. Furthermore, the communication ability shall extend to being able to call the appropriate law enforcement or emergency response agencies, if needed.
- Be 18 years or older
- Be a United States citizen and/or have legal residency
- Present a neat and clean appearance at all times while performing services at HACC facilities
- Be properly trained on safety and emergency procedures (such as fire building evacuations, etc.)
- Have a minimum of five (5) years of experience providing certified Unarmed and/or Armed Security Guard Services, as required by assignment.
- Must possess all applicable local, state, and federal required licenses and certifications (License and certifications must be submitted for each Officer at the time of assignment.)
- Must have evidence of all required security-related training
- Must be CPR-certified
- HACC may or may not request Armed Officer(s) during the Contract Period. Should HACC request Armed Officer(s), Contractor must provide weapons license(s) and/or certification(s).

If HACC determines that an Officer(s) is not performing satisfactorily, is incompetent or unsuitable, for any reason determined by HACC, the Contractor shall immediately remove said Officer(s) from performing any further service. Contractor shall ensure that all HACC property (keys, FOBs, badges or any other items belonging to HACC) is returned to HACC within twenty-four (24) hours after removal. Contractor shall immediately replace with (an)other qualified Officer(s) meeting the terms and conditions of this requirement. This provision in no way requires the Contractor to terminate the employment of any Officer(s) replaced pursuant to this paragraph. Nor, by the terms of this section, does HACC endorse or approve (expressed or implied) any termination by Contractor of any Officer(s) replaced pursuant to this paragraph. Officer(s) being replaced may be expected to work the shift(s) until a replacement Officer can be scheduled.

D. Security Logs and Reports

Officer(s) shall be responsible to complete Logs and Reports as follows:

1. Logs

Security Log Books and Reports (the “Logs and Reports”) are to be maintained for all Service types and in accordance with the following specifications:

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Contractor shall maintain a Log in the form of a ledger for daily shift entries of all activities and special notices; including but not limited to: logging of visitors, reports of any abuse of entry, requests for unauthorized/barred guests to vacate premises; and notifications to local law enforcement agencies, Fire Departments, and property management staff. Any unusual activity must be brought to the attention of the Property Manager.

At the conclusion of each shift, Officer(s) shall leave the Log with HACC's Property Manager or at the site for review. All entries shall be in legible print, contain the date, and printed/signed name of the Officer(s). The Log is to be reviewed weekly by HACC's Property Manager and the Officer's supervisor, and signed or initialed by both.

HACC shall provide such a Log. Should Contractor have own Logs and Report format, it must be submitted for review and approval to ensure it meets HACC's request for level of detail.

2. Reports

If requested, Contractor shall submit narrative progress reports to HACC in the manner stipulated in the request. Contractor shall retain all records of services for a period of three (3) years. HACC may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five three) years after the Contract ends, in connection with the services provided under a resultant Contract.

Any falsification of information, written or printed, on Logs or Reports is grounds for termination and payment may be denied for the shift in which the falsification occurred.

E. Schedule

Contractors shall provide services under Scope of Services, A. Services, on an as needed at the days and times stipulated by HACC. Please note: Fire Watch requires 24-hour patrol of the premises for a period stipulated by HACC and/or City/Village/Town, as needed. To the greatest extent possible, HACC will provide at least 24 hour advance notice; however, in some instances, there may be a need to request services on an emergency basis. Response time should not exceed more than two hours.

Assigned Officer(s) shall arrive at the facility with sufficient time to commence his/her shift promptly at the agreed upon schedule.

Contractor is encouraged to assign the same Officer(s) to the same shift on the same days of the week. This is to ensure the Officer(s) become totally familiar with all phases of the assigned responsibility and that HACC staff becomes familiar with them.

In addition, Contractor shall advise HACC of any position vacancies prior to their occurrence. This shall include absenteeism, vacations, holidays, etc.

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HACC has the right to set, change and/or cancel shift assignments and/or Services at any time such change is deemed necessary.

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

ARTICLE III. SUBMITTALS

Respondents shall present their proposals as a firm offer which, if accepted by the HACC in its entirety, shall be binding between the parties. Each Respondent is required to submit one (1) package of original materials, which shall include a signed Letter of Interest, and four (4) copies of the material on plain paper. The proposals must be typed on standard 8 ½ x 11, letter size paper with printed material on one side only. Please include the following in each proposal in the order that is listed, separated by a tab insert identifying the section title as listed below. **Proposals not containing the following submittal requirements could be deemed “Non-Responsive” to this RFP.**

A. Letter of Interest

A Cover Letter of Intent shall be submitted on the Respondent’s letterhead, signed by a principal and the joint venture, if applicable. The cover letter must contain a commitment to provide the services described in the Request for Proposal and indicate that the offer is good for at least one hundred twenty (120) days.

B. Qualifications/Experience

The Respondent shall submit evidence of the firm’s ability to perform appraisal services and reporting as indicated by profiles of the principals and a description of the staffs’ professional and technical competence, for those principals and staff members who will be involved in the work requested herein. Respondent shall submit, the resumes of the principals detailing each individual’s education, technical training and work experience. Respondent’s Proposal shall include the following information: (1) the name of the firm, (2) a description of the primary area of expertise of the firm, (3) the names of the firm’s principal(s), (4) the address, telephone number, fax number, email address and names of individuals to be contacted, (5) the size of the enterprise, (6) all of the firm’s registration/license numbers(s) in Illinois, if applicable, (7) the length of time the firm has worked in its area of expertise generally, and in Illinois if different for a different length of time, and (8) the firm may submit a general brochure of their work.

C. Past Performance

The Respondent must provide a minimum of three (3) and a maximum of five (5) project descriptions that best demonstrate respondent’s ability to perform security services. Project description shall include, at a minimum, the scope of work performed, location, dollar value and number of hours associated with services provided, and key personnel on the project. Highlighted in each of the descriptions will be a summary of challenges encountered and how

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they were overcome. For each project listed, the Respondent shall provide the client name, the contact person and their title, address, phone number and fax number.

D. Qualifications of Key Personnel

The Respondent must provide an organization chart of key technical and consulting personnel along with their resumes that will be assigned to the HACC's project team, that (a) provide detail concerning each primary team member working with the Respondent, as well as those working in a subcontracting capacity, (b) correlates team members to the task they will be performing, (c) describe previous, related experiences and projects (preferably public housing), and (d) provides references including names, addresses, telephone number, fax number, and email addresses of contact persons and list all current projects the each team member may be working on. The list must include all uncompleted work. Indicate which individual will have primary responsibility for HACC's account. If employees proposed are not in a Chicago area office (within 25 miles of the city), indicate their office location. If Respondent is planning to team with other companies, incorporate the relationship on the organization chart and provide resumes of their key personnel as well.

E. Approach/Work Plan

The Respondent must provide a narrative describing their approach to the Statement of Work, including Quality Assurance/Quality Control (QA/QC) standards that will be used to prevent errors, project management systems to be utilized, plans for effective communications including reporting tools, and specific approaches to technical problems that may lead to cost savings for the HACC.

F. References

Respondents must provide references from at least three (3) organizations or clients that can address the Respondents' specific capabilities as they relate to the requirements of this RFP, including company names, addresses, telephone numbers, email addresses, fax numbers and contact persons. Respondent will also list the timeframe of each project.

G. Cost Breakdown

Respondents must provide a cost breakdown of all fees, costs, overhead and profit for the proposed services, including any and all options, if applicable. This should be presented for services presented under **Article II. Statement of Work.**

H. Financial Stability

The Respondent shall demonstrate its financial responsibility by submitting audited financial statements or annual reports from the previous two (2) years, or such other information as is reasonably acceptable to the HACC. The Respondent must provide information about its Lines of Credit or working capital that would be available in the event it is awarded a Contract

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resulting from this solicitation.

I. Liens, Suits and Judgments

The Respondent shall include a detailed description of any disputes it is currently involved in, as well as, a complete list of any lawsuits, judgments, and liens pending.

J. Insurance

The Respondent must submit a current certificate of insurance in the form required by this RFP. The selected Respondent will be required to provide a certificate of insurance, indicating the HACC as the certificate holder, at contract award. In addition, copies of the endorsement(s) **adding the HACC to your policy as an additional insured must be furnished.**

K. Debarment Statement

The Respondent shall submit a statement that the Respondent, its joint venture partner, if applicable, subcontractors, vendors and staff are not debarred, suspended or otherwise prohibited from conducting business with any Federal, State or Local agency.

L. Joint Venture Agreement

A Joint Venture must submit a copy of its joint venture agreement or letter of intent to partner and all required submittals must be signed by the principal of each joint venture including, but not limited to, subcontractor information, **MBE/WBE/SBE and Section 3 Utilization Plans (see attached forms).**

M. Section 3 Compliance Efforts

The Respondent should be creative in developing a Section 3 Utilization Plan to include the possibility of long term employment and/or a career path that may include, e.g., employment opportunities on other projects with the firm, union sponsorship, mentor-protégé scenario, or internship, etc. This approach is requested in an effort to maximize the economic opportunities available to HACC's Section 3 residents, and increase the potential for a career track.

The evaluated areas that should be addressed in the submittal document are:

- A strategic plan for the hiring of HACC residents for this project that must include job descriptions and potential duties to be performed. (Completion of Schedule C is required in addition to this plan.)
- A qualitative summary that outlines how this engagement can lead to continuous employment and a career path within your organization.

If applicable to the Respondent, please provide information that outlines any HACC Section 3

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hiring plan, as well as any past low-income individual hiring efforts, within the last 12 months, that either have/have not involved a HACC project. Information should include:

- Firms' diversity action program/mission
- Past hiring of low-income individuals (within the past 12 months), and current employment status of same individuals (verification will be requested)

N. Submittal Forms

The following documents, properly executed and notarized **(if required by their respective terms)**, shall be submitted with the proposal:

- a. Fee Proposal Forms (Fee forms must separate prices for each option year and provide a cost breakdown)
- b. Statement of Bidder's Qualifications
- c. Subcontractor Information Submittal
- d. Notarized Contractor's Affidavit
- e. Acknowledgement of reviewing HACC's Ethics Policy on Respondent's stationary signed by an authorized principal or equal – A copy of the HACC's Ethics Policy is attached.
- f. HUD Form 5369-C Certifications and Representation of Offerors Non Construction Contract
- g. Section 3 Compliance Form
- h. MBE/WBE/SBE Participation Form
- i. MBE/WBE/SBE Participation Summary Form
- j. MBE/WBE/SBE Sub-Contractors' Affidavit
- k. Equal Employment Opportunity Compliance Certificate

ARTICLE IV. EVALUATION CRITERIA AND SCORING

Proposals will be scored on a one hundred (100) point scale by an evaluation committee in accordance with the following evaluation criteria. Materials or explanations should be included in each Proposal to allow the following evaluation factors to be considered.

This evaluation committee will evaluate each proposal and will determine in its sole discretion which proposals fulfill the evaluation criteria in a way that serves the overall best interest of the HACC.

EVALUATION CRITERIA	MAXIMUM POINTS
Qualifications, Experience, and Past Performance The professional, technical and managerial experience and the demonstrated past performance of the Respondent and its Team Member(s) and committed personnel on other projects of comparable scope, magnitude and complexity, including the quality of work, schedule adherence, compliance, and	25

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performance guarantees. HACC staff may solicit from previous clients, other governmental agencies, or any available sources, relevant information concerning the Respondent and its Team Member(s) and committed personnel's record of past performance.	
Responsiveness to Statement of Work The Respondent's responsiveness to the Statement of Work as demonstrated in the narrative provided will be considered. The narrative must address the Respondent's ability to partner with HACC and to deliver quality appraisals on a cost effective basis. Time saving methods, willingness to dedicate staff, and creating efficient and effective communication systems will be evaluated.	20
Credentials of Key Personnel Quality of the proposed Organization Chart and evidence that the key personnel assigned to perform the required services have adequate experience, licenses, accreditation, and other qualifications as required by Federal, State, and local agencies.	15
Quality of Work Plan The Respondent's responsiveness in providing a satisfactory QA/QC Plan as a part of the work plan submittal. The quality plan must include standards that will be used to prevent errors, project management systems to be utilized, plans for effective communications including reporting tools, and specific approaches to technical problems that may lead to cost savings for the HACC.	10
Section 3 Hiring Plan and MBE/WBE/SBE Plan Demonstrated understanding and quality of the HACC Section 3 policy and MBE/WBE and SBE Participation, and the strategies to be used for hiring Section 3 residents, subcontracting to Section 3 Business Concerns and MBE/WBE/SBE firms.	5
Fee Proposal	25
Grand Total	100

Submission of HACC's MBE/WBE/DBE and Section 3 Opportunities Plan is mandatory.

The HACC reserves the right to make its decision based solely on the submitted written Proposals without any requests for formal interviews, negotiations or further discussions.

After the HACC Evaluation Committee has evaluated the Proposals submitted in response to this RFP, the HACC's Contracting Officer shall establish a competitive range. Those Respondents within the competitive range will be notified and unless otherwise indicated may be required to participate in presentations/negotiations and provide additional information as required by the HACC.

Respondents in the competitive range will be provided an agenda detailing what the HACC expects in the presentations/negotiations in advance of their scheduled presentation/negotiations. Prior to any interviews, the HACC may require further information from a Respondent regarding its Proposal and/or request that a Respondent provide other data as required by the HACC.

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After presentation/negotiations, Respondents in the competitive range will be scored on a 30 point scale in accordance with the evaluation criteria set forth below:

PRESENTATION SCORING	Maximum Points
<p>Qualifications</p> <p>These presentations will consist of a short opening statement by the Respondent stating their companies' qualifications to perform the work outlined with emphasis on specific experience on projects of similar scope and magnitude as outlined in the Scope of Services of the RFP.</p>	15
<p>Response to Questions</p> <p>Respondent's preparedness to address questions regarding the following topics: project approach, project management, specialized experience of Respondent and Team members with emphasis on specific experience, on projects of similar scope and magnitude as outlined in Scope of Services of the RFP.</p>	15
Total Points	30

The objectives of the presentations are to answer questions, clarify issues and to provide additional information regarding your proposal. Presentations will be evaluated and scored to a maximum of **30 points** according to the above criteria by the same evaluation committee that originally scored each proposal. A maximum of **30 points** shall be added to the scores to evaluate the final technical score of the respondents within the competitive range.

Presentations will be evaluated according to the criteria referenced above by an evaluation committee. Following the presentations, the evaluation committee members will evaluate and summarize their findings for each firm that participates in the presentations, and make a recommendation to the HACC's Contracting Officer. After considering pricing, HACC will make an award to the responsive and responsible Respondent whose offer conforms to the solicitation and whose price and technical factors are most advantageous to the HACC.

While costs and fees are not assigned a specific weight, each Respondent must indicate its costs and fees, which must be reasonable and justifiable and must reflect the respondent's proposed approach that is being evaluated under Article III. Scope of Services. The HACC reserves the right to make its decision based solely on the written submitted Proposals without any request for formal interviews, negotiations or further discussions.

The HACC also reserves the right to reject any and all proposals and reserves the right to secure services solicited by this RFP by means of a non-competitive procurement in accordance with 24 CFR 85.36(d)(4).

ARTICLE V. SELECTED CONTRACTUAL PROVISIONS

A. Conflict of Interest

The Selected Respondent will ensure that it and persons working on its behalf, do not undertake any work for other individuals or institutions that places the Selected Respondent or the HACC in an actual or potential conflict of interest position with any other entity. The HACC's consent and waiver to the conflict must be obtained in writing. The Selected Respondent will advise HACC in writing of any situation that constitutes or appears to constitute an actual or potential conflict of interest upon learning of such a situation and will inform the HACC in writing of the corrective action available. The Selected Respondent shall also comply with the HACC's Ethics Policy.

B. Termination for Cause and Convenience

1. The HACC may terminate the contract resulting from this RFP (the "Contract") on the grounds of the Selected Respondent's violation of any terms and conditions of the Contract, violation of any law by the Selected Respondent, violation of HACC's and/or HUD's policies, procedures or guidelines, or inadequacy of the Selected Respondent's performance. Such termination will be effective immediately upon written notice to the Selected Respondent.
2. The HACC may terminate the Contract, or any portion of the Services to be performed under it at any time for convenience by a notice in writing from the HACC to the Selected Respondent if the HACC deems the Contract no longer in the best interest of the HACC.

C. Contract Award

1. The HACC expects the term of the Contract to be for base period of three (3) years.
2. The HACC reserves the right to extend the Contract, at its sole discretion, for two (2) additional one-year option periods or until all assigned Task Order work has been completed subject to HUD approval, if necessary and approval by the HACC's Board of Commissioners (the "Board").
3. The HACC anticipates it will make (an) award(s) of a firm-fixed rate. No award may be made to a Respondent or firm that is on the list of contractors ineligible to receive awards from the HACC or the United States, as furnished from time to time by HUD. The forgoing prohibition includes any subcontractors or suppliers that a Respondent may propose to utilize in the performance of the work required to complete the Scope of Services.
4. The HACC reserves the right to award one or more contracts in connection with this solicitation.

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D. Availability of Funds

The HACC's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the HACC for any payment may arise until funds are made available to the Contracting Officer for the Contract and until the Selected Respondent receives notice of such availability, to be confirmed in writing by the Contracting Officer.

E. Drug Free Workplace

The Selected Respondent shall establish procedures and policies to promote a "Drug-Free Workplace." The Selected Respondent shall notify all employees of its policy for maintaining a "Drug-Free Workplace," and the penalties that may be imposed for drug abuse violations occurring in the workplace. The Selected Respondent shall notify the HACC if any of its employees have been convicted of a criminal drug offense in the workplace no later than ten (10) days after such conviction.

F. Patents and Copyrights

The HACC reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for HACC or HUD other Federal Government purposes, including, but not limited to commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under the Contract, and (b) any rights of copyright or patent to which the Selected Respondent purchases ownership with funds awarded pursuant to the Contract for purposes of meeting the objectives of the Contract.

G. Rights In Data

Except as provided elsewhere in the Contract, the HACC shall have exclusive, unlimited rights in data first produced in the performance of the Contract; form, fit, and function data delivered under the Contract; data delivered under the Contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under the Contract; and all other data delivered under the Contract unless provided otherwise for limited rights data or restricted computer software.

H. Manner Of Performance

The Selected Respondent shall maintain at all times any required licenses and certifications during the performance of the Contract. Failure to have such licenses or certifications shall constitute a breach of contract.

I. Audit and Record Retention Requirements

The HACC retains an irrevocable right on behalf of itself and HUD to independently, or through a third party, review and/or audit the Selected Respondent's books, documents, papers, and records pertaining to the Contract and disallow any inappropriate billings upon written notice to the Selected Respondent. The HACC retains the right to conduct the audit for three (3) years

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from the date of final payment under the Contract and all other pending matters are closed. The HACC, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books documents, papers and records of the Selected Respondent which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts and transcriptions. Selected Respondent shall retain all required records for three (3) years after HACC makes final payment and all other pending matters are closed.

J. Insurance

The Selected Respondent agrees to provide and maintain at all times, during the term of the Contract, the types of insurance specified below in order to protect the HACC from the acts, omissions and negligence of the Selected Respondent, its officers, officials, subcontractors, joint venture, partners, agents or employees. The insurance carriers used by the Selected Respondent must be authorized to conduct business in the State of Illinois and shall have the BEST Rating of not less than an "A". The insurance provided shall cover all operations under the Contract whether performed by the Selected Respondent or by its subcontractor(s).

1. Required Insurance Coverage:

a) **Workers Compensation and Occupational Disease Insurance**

Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois along with Employer's Liability in an amount of not less than \$500,000/\$500,000/\$500,000.

b) **Commercial Liability Insurance**

Commercial Liability Insurance written on an occurrence form (**Primary**) and Umbrella Liability (**Excess**)

Commercial Liability Insurance provided is to have limits of not less than One Million Dollars (\$1,000,000) per occurrence with an Aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Selected Respondent's officers, employees, agents, subcontractor, invitees and guests and their personal property. The HACC is to be endorsed as an additional insured on the Selected Respondent's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the HACC.

c) **Automobile Liability Insurance**

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Selected Respondent shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The HACC is to be endorsed as an additional insured on the Selected Respondent's policy and such

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insurance will be endorsed as primary and non-contributory with any other insurance available to the HACC.

d) Professional Liability Insurance

When any architects, engineers, accountants or other professional consultants perform work in connection with the Contract, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than Five Million Dollars (\$5,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of services under the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

f) Contractor's Pollution Liability

Shall be provided when the Scope of Work of the Contract covers working with or around hazardous materials. The Contractor's Pollution Liability policy shall be written on an occurrence basis (claims made is not acceptable), covering any bodily injury, liability, and property damage liability, arising out of pollutants including, without limitation, hazardous materials such as asbestos, lead, PCBs for activities of the Contractor under or incidental to the Contract, including without limitation, transit of hazardous materials to a permanent disposal facility, activities by itself or by any of its subcontractors or by anyone directly or indirectly employed or otherwise contracted by any of them. This policy shall be maintained with limits of not less than Three Million Dollars (\$3,000,000) per occurrence.

e) Umbrella Liability

Umbrella Liability coverage, if applicable, is to follow form of the Primary Insurance requirements outlined above.

f) Property Damage Insurance

Proposer to supply the HACC with Certificates of insurance covering property damage in an amount of not less than \$500,000 for damages on account of one accident, and not less than \$1,000,000 for damages on account of all accidents.

g) Blanket Crime Insurance

Contractor shall provide Blanket Fidelity/crime coverage in the amount of One Million Dollars (1,000,000) covering all employees, representatives and agents of the Contractor under the agreement to protect the HACC against loss, misappropriation, dishonesty, robbery, burglary theft, destruction of disappearance, computer fraud, credit card forgery and other related crime risk. Fidelity/crime Insurance shall be subject to the approval of the HACC endorsed as loss payee.

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2. Related Requirements:

The Selected Respondent shall advise all insurers of the contract provisions regarding insurance. The failure of the Selected Respondent to notify insurers of the Contract provisions shall not relieve Selected Respondent from its insurance obligations under the Contract. Non-fulfillment of the insurance provisions shall constitute a breach of the Contract and the HACC retains the right to stop work until proper evidence of insurance is provided. The Selected Respondent shall furnish the Housing Authority of Cook County, Department of Procurements, 175 West Jackson Blvd., Suite 350, Chicago, Illinois 60604, and original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of the Contract. In addition, copies of the endorsement(s) ***adding the HACC to your policy as an additional insured must be furnished.***

THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO SELECTED RESPONDENT COMMENCING WORK UNDER THE CONTRACT. NO SELECTED RESPONDENT OR ITS AUTHORIZED REPRESENTATIVES ARE TO ENTER ONTO THE HACC PROPERTY PRIOR TO FULL COMPLIANCE WITH THE CONTRACT AND NOTIFICATION FROM HACC TO PROCEED.

Renewal Certificates of Insurance, requested endorsements, or such similar evidence is to be received by the Department of Procurements and Contracts prior to expiration of insurance coverage. At the HACC's option, non-compliance will result in one or more of the following actions: (1) The HACC will purchase insurance on behalf of Selected Respondent and will charge back all costs to the Selected Respondent; (2) the Selected Respondent will be immediately removed from HACC property and the Contract revoked; (3) all payments due the Selected Respondent will be held until the Selected Respondent has complied with the Contract; or (4) the Selected Respondent will be assessed Five Hundred Dollars (\$500) for every day of non-compliance. The receipt of any Certificate of insurance does not constitute agreement by the 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 the requirements of the Contract. The insurance policies shall provide for thirty (30) days written notice to be given to the HACC in the event coverage is substantially changed, canceled or non-renewed.

If the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. The Selected Respondent shall maintain coverage for the duration of the Contract. Any extended reporting period premium (tail coverage) shall be paid by the Selected Respondent. The Selected Respondent shall provide to the HACC, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the Selected Respondent shall provide the HACC thirty (30) days notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non renewal.

The Selected Respondent shall require all subcontractors to carry the insurance required herein or the Selected Respondent may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined in Article V(J)(1) above. Evidence of such coverage must be

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submitted to HACC.

The Selected Respondent expressly understands and agrees that any insurance programs maintained by the HACC shall apply in excess of and will not contribute to insurance provided by the Selected Respondent under the Contract.

K. Indemnification

The Selected Respondent agrees to protect, defend, indemnify, keep, save, and hold the HACC its officers, officials, employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees (including attorney's fees) or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "Claims") in connection with or arising directly or indirectly out of the Contract and/or the acts and omissions of the Selected Respondent, its officers, officials, agents, employees, and subcontractors, including but not limited to, the enforcement of this indemnification provision. Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damaged property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The Selected Respondent further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

The HACC shall have the right, at its option and at the Selected Respondent's expense, to participate in the defense of any suit, without relieving the Selected Respondent of any of its obligations under this indemnity provision. The Selected Respondent expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the HACC free and harmless are separate from the Selected Respondent's responsibility to obtain, procure and maintain insurance pursuant to the Contract. Further, the indemnities contained herein shall survive the termination of the Contract.

L. Compliance with Laws and HUD Regulations

The Selected Respondent shall comply with all applicable local, state, federal laws and regulations in the performance of the services pursuant to this RFP including but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., (1993), as amended:

- 1) Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (*all construction contracts in excess of \$10,000*)

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- 2) The Illinois Human Rights Act, 775 ILCS 5/2-101. et seq.
- 3) Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (*construction contracts in excess of \$2,000*)
- 4) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (*Construction contracts in excess of \$2000, and in excess of \$2500 for other contracts, which involve the employment of mechanics or laborers*).
- 5) All applicable standards, orders, or requirements issued under Section 306 of the Clear Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (*Contracts, subcontracts, and subgrants in excess of \$100,000*).
- 6) Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (*All contracts and subgrants for construction or repairs*).
- 7) The Americans with Disabilities Act of 1990, 42 USC §12201 et seq., Sections 501 and 504 of the Rehabilitation Act of 1973, as amended; the Architectural Barriers’ implementing regulations (24 CFR 40). (*All construction contracts*)
- 8) All applicable standards, orders and/or requirements established by and/or pursuant to:
 - i) The Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act of 1976 (42 U.S.C. 6901, et seq.), and any amendments thereto;
 - ii) The Toxic Substance Control Act (15 U.S.C. 2601, et seq.), and any amendments thereto;
 - iii) Occupational Safety and Health Administration regulations, and any amendments thereto;
 - iv) The Comprehensive Environmental Response Compensation, and Liability Act (42 U.S.C. 9601, et seq.), and any amendments thereto;
 - v) The Illinois Environmental Protection Agency regulations, and any amendments thereto;
 - vi) The laws of the State of Illinois regarding Equal Employment Opportunity required by the Illinois Fair Employment Practices Commission and the Illinois Department of Labor regulations, and any amendments thereto; and
 - vii) Executive Order 11738 and the U. S. Environmental Protection Agency’s implementing regulations (40 CFR Part 15), and any amendments thereto; and.
- 9) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in Compliance with the Energy Policy and Conservation Act (Pub.L.94-163, 89 stat.871)

M. Disputes

In the event of a dispute between the HACC and the Selected Respondent involving the Contract, both parties will attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, either party shall, unless otherwise set forth herein, submit the dispute in writing to HACC’s Director of Procurements and Contracts (the “Director”), who shall, with reasonable promptness, render a decision concerning the dispute submitted. The decision of the Director shall be final and binding.

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N. Assignments and Subcontracts

The Selected Respondent shall not assign the Contract or subcontract any part thereof to any person, firm, corporation without prior written approval of the HACC. All subcontractors utilized by the Selected Respondent, if not identified as part of the Respondent's proposal or offer submission, must receive approval in writing by the HACC's Contracting Officer, prior to utilization of any subcontractors on the Contract. All subcontracts awarded by the Selected Respondent as a result of the award of a contract to the Selected Respondent, shall contain all of the clauses contained in the Contract as flow down clauses to all subcontractors in any tier.

O. Deliverables

In performing the Services, the Selected Respondent shall prepare and/or provide certain deliverables that are defined as consisting of the work product from performing the Services that include, but are not limited to, work materials, devices, documents, data, studies, reports, findings or information in any form prepared or assembled either in hard copy or on diskette (hereinafter, collectively "Deliverables"). The HACC reserves the right to reject Deliverables which in the reasonable judgment of the HACC do not adequately represent the intended level of completion or standard of performance, do not include relevant information or data, or do not include all documents specified in the Contract, or reasonably necessary for the purposes for which the HACC makes the Contract with the Selected Respondent, or for which the HACC intends to use the Deliverables. The HACC will notify the Selected Respondent in writing about any problem(s) the HACC may identify involving a Deliverable.

Partial or incomplete Deliverables may be accepted for review only when required for a specific purpose and when consented to in advance by the HACC. Such Deliverables may not be considered as satisfying the requirements of the Contract and partial or incomplete Deliverables shall in no way relieve the Selected Respondent of its commitments hereunder.

ARTICLE VI. GENERAL INSTRUCTIONS

A. Acceptance of Proposals

Proposals for this RFP must be signed, sealed and received in completed form at the HACC's Department of Procurement located at 175 West Jackson Blvd, Suite 350, Chicago, Illinois, 60604 no later than the proposal submission date and time. Unsealed proposals will not be accepted. **Proposals submitted after the designated date and time will not be accepted for any reason and will be returned, unopened, to the originator.**

The HACC reserves the right to accept or reject any or all proposals, issue addenda, or to waive any informalities. Any Respondent may be excluded from further consideration for failure to fully comply with the requirements of this RFP.

B. Time for Receiving Proposals

Proposals received prior to the due date and time will be kept unopened in a secure place. No proposal received thereafter will be considered. Proposals will not be publicly read or opened

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and once submitted will become the property of the HACC.

C. Withdrawals of Proposals

Proposals may be withdrawn by written or faxed request that is dispatched by Respondent in time for delivery in the normal course of business prior to the time fixed for receipt. Faxed withdrawals must be accompanied by a signed confirmation of the faxed withdrawal, placed in the mail and postmarked by the Respondent, prior to the time set for opening of proposals. The Respondent's negligence in preparing a proposal creates no right of withdrawal or modification after the date and time set for opening of the proposals.

D. Award of Contract

The HACC may award one or more Contracts according to the Evaluation Criteria contained in this RFP, provided the Proposal is in the best interest of the HACC. The Respondents to whom awards are made will be notified at the earliest practical date. Each award may be subject to HUD approval. No award may be made to a contractor or firm who is on the list of Contractors ineligible to receive awards from the HACC or the United States, as furnished by HUD.

The HACC reserves the right to reject all proposals and to award a contract based on a non-competitive procurement pursuant to 24 CFR 86.36(d) (4) or to re-solicit competitive proposals.

E. Preparatory Costs

All costs incurred in the preparation and presentation of Proposals shall be wholly borne by each Respondent. All supporting documentation and manuals submitted with each Proposal will become the property of the HACC unless otherwise indicated by the Respondent at the time of submission. The HACC is not liable for any costs incurred by any Respondent prior to issuance of a Notice to Proceed.

F. Confidential Material

Any material submitted by a Respondent as part of a proposal that is to be considered confidential must be clearly marked as such, but may be subject to disclosure under applicable law.

G. Subcontracting

All subcontractors to be used by the Selected Respondent in its proposed work for the HACC must be identified within the Proposal. If the proposed services include the use of subcontractors, the HACC will hold the Selected Respondent responsible for the services provided by the subcontractors.

All subcontracts awarded by the Selected Respondent shall contain all of the clauses contained in this RFP, and the Contract as flow down clauses to all subcontractors in any tier. No Respondent shall incorporate the entire agreement between the HACC and the Respondent in its agreement

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with subcontractors. All subcontractors utilized by the Selected Respondent, if not identified at the time of Proposal submission, must receive approval in writing by the HACC's Contracting Officer, prior to utilization of any subcontractors under the awarded work.

ARTICLE VII MBE/WBE/SBE AND SECTION 3 PARTICIPATION

A. MBE/WBE/SBE PARTICIPATION

It is the policy of the HACC that Minority, Women and Small Business Enterprises (“MBE/WBE/SBE”) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds and that Respondents and their subcontractors or suppliers shall take all necessary and reasonable steps to ensure that MBE/WBE/SBEs shall have the maximum opportunity to compete for and perform contracts financed in whole or in part by federal funds. To the greatest extent feasible, the Selected Respondent(s) shall comply with HACC’s MBE/WBE/SBE Policy under the Contract.

HACC encourages joint ventures between minority and non-minority firms. A Respondent’s MBE/WBE/SBE Utilization Plan must be submitted as an attachment to, and made a part of its Proposal.

- a) **One (1) current letter of certification** from HACC-approved certifying agencies must be submitted with the bid for each subcontractor for the price proposed to count towards the Housing Authority of Cook County’s M/W/SBE Program. The certifying agencies are as follows:

- i. City of Chicago
- ii. Cook County
- iii. Pace
- iv. Metra
- v. Chicago Transit Authority
- vi. State of Illinois Central Management Services (CMS)
- vii. Small Business Administration
- viii. Chicago Minority Business Development Council (CMBDC)
- ix. Metropolitan Water Reclamation District of Greater Chicago
- x. Women’s Business Development Center (WBDC)
- xi. Illinois Department of Transportation (IDOT)

- b) Certification Letters from other States may be considered for M/W/SBE certification, as long as the certifying agency has similar program requirements to those agencies listed above.

B. SECTION 3 REQUIREMENTS

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, is to “ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws

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and regulations, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.” Pursuant to this regulation, each Respondent shall comply with the HACC Section 3 Policy requirements. A Respondent’s Section 3 Utilization Plan must be submitted as an attachment to, and made a part of its Proposal.

ARTICLE VIII. BRIBERY, PRICE FIXING, OR FRAUD

No person or business entity shall be awarded a contract or subcontract for a period of five (5) years from the date of conviction or entry of a plea of admission of guilt, if that person or business entity:

- A. has been convicted of an act committed of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in that officer’s or employee’s official capacity; or
- B. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act (15 U.S.C. §1 et seq.) or under the laws of the State of Illinois; or
- C. has been convicted of an act of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act (15 U.S.C. §1 et seq.) or under the laws of the State of Illinois; or
- D. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district; or
- E. has made an admission of guilt of such conduct as set forth in subparagraphs A through D above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- F. has entered into a plea of nolo contendere to charges of such conduct, as is set forth in subparagraphs A through D above.

For purpose of the Paragraph, “business entity” means a corporation, partnership, trust, association, unincorporated business or individually owned business. Where an official, agent or employee of a business entity committed the acts as set forth in subparagraphs A through F above on behalf of such entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct and be disqualified.

A business entity shall also be disqualified if it employs as an officer any individual who was an officer of another business entity at the time the latter committed a disqualifying act as set forth in subparagraphs A through D above.

A business entity shall also be disqualified if any owner directly or indirectly controls 20% or more of the business entity and was an owner who directly or indirectly controlled 20% of

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another business entity at the time, such business entity committed a disqualifying act as set forth in subparagraphs A through D above.

Any contract found to have been awarded in violation of this Paragraph may be voided at the discretion of the HACC.

ARTICLE IX. ADDENDA TO THIS REQUEST FOR PROPOSAL

If the HACC determines this RFP should be modified before the date set for receipt of proposals, it will inform all prospective Respondents by distributing addendum/addenda to this RFP.

ARTICLE X. FEE PROPOSAL FORM

Respondents must submit a completed Fee Proposal Form in the form attached to this RFP. Although the combined relative merit of a Respondent's proposal is important in the evaluation criteria of a Respondent, the HACC will evaluate whether the proposed fees are fair and reasonable. Fees must reflect the approach that is being evaluated under the proposed Scope of Services and must include any cost(s) not covered on the Fee Proposal Form but is a part of the total price submittal.

ARTICLE XI. ATTACHMENTS

- a. Fee Proposal Forms
- b. Statement of Bidder's Qualifications
- c. Subcontractor Information Submittal
- d. Notarized Contractor's Affidavit
- e. HACC's Ethics Policy
- f. HUD 5369-B Instructions to Offerors Non-Construction
- g. HUD 5369-C Certifications and Representation of Offerors Non-Construction Contract
- h. HUD 5370-C General Contract Conditions Non-Construction
- i. Section 3 Compliance Form
- j. MBE/WBE/SBE Participation Form
- k. MBE/WBE/SBE Participation Summary Form
- l. MBE/WBE/SBE Sub-Contractors' Affidavit
- m. Equal Employment Opportunity Compliance Certificate
- n. Professional Services Agreement

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FEE PROPOSAL FORM

THREE YEAR BASE PERIOD

Respondent must provide its cost for each corresponding referenced description below. For purposes of comparing costs between Respondents, Respondents should not deviate from the compensation methods. The HACC reserves the right to negotiate a final fixed price, terms, and conditions with selected Respondent.

Unarmed/Armed Guard Services

Regular Hourly Rates Unarmed \$ _____ Armed \$ _____

Overtime Hourly Rates Unarmed \$ _____ Armed \$ _____

Holiday Hourly Rates Unarmed \$ _____ Armed \$ _____

Fire Watch Security Services

Regular Hourly Rates Unarmed \$ _____ Armed \$ _____

Overtime Hourly Rates Unarmed \$ _____ Armed \$ _____

Holiday Hourly Rates Unarmed \$ _____ Armed \$ _____

Authorized Signature

Name of Company

Printed Name and Title

Date

NOTE: RESPONDENTS SHALL COMPLETE ALL BLANKS AND SIGN THE FEE PROPOSAL FORM OR THE PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

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FEE PROPOSAL FORM

FIRST OPTION YEAR

Respondent must provide its cost for each corresponding referenced description below. For purposes of comparing costs between Respondents, Respondents should not deviate from the compensation methods. The HACCC reserves the right to negotiate a final fixed price, terms, and conditions with selected Respondent.

Unarmed/Armed Guard Services

Regular Hourly Rates Unarmed \$ _____ Armed \$ _____

Overtime Hourly Rates Unarmed \$ _____ Armed \$ _____

Holiday Hourly Rates Unarmed \$ _____ Armed \$ _____

Fire Watch Security Services

Regular Hourly Rates Unarmed \$ _____ Armed \$ _____

Overtime Hourly Rates Unarmed \$ _____ Armed \$ _____

Holiday Hourly Rates Unarmed \$ _____ Armed \$ _____

Authorized Signature

Name of Company

Printed Name and Title

Date

NOTE: RESPONDENTS SHALL COMPLETE ALL BLANKS AND SIGN THE FEE PROPOSAL FORM OR THE PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

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FEE PROPOSAL FORM

SECOND OPTION YEAR

Respondent must provide its cost for each corresponding referenced description below. For purposes of comparing costs between Respondents, Respondents should not deviate from the compensation methods. The HACCC reserves the right to negotiate a final fixed price, terms, and conditions with selected Respondent.

Unarmed/Armed Guard Services

Regular Hourly Rates Unarmed \$ _____ Armed \$ _____

Overtime Hourly Rates Unarmed \$ _____ Armed \$ _____

Holiday Hourly Rates Unarmed \$ _____ Armed \$ _____

Fire Watch Security Services

Regular Hourly Rates Unarmed \$ _____ Armed \$ _____

Overtime Hourly Rates Unarmed \$ _____ Armed \$ _____

Holiday Hourly Rates Unarmed \$ _____ Armed \$ _____

Authorized Signature

Name of Company

Printed Name and Title

Date

NOTE: RESPONDENTS SHALL COMPLETE ALL BLANKS AND SIGN THE FEE PROPOSAL FORM OR THE PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

PROFESSIONAL SERVICE AGREEMENT

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

PREAMBLE

HACC is requesting Security Services at various elderly, residential properties, owned and managed by HACC throughout the Suburban County of Cook on an as needed basis for a period of three years, with, at the Authority’s discretion, two, one-year extension options, in accordance with the terms and conditions as described herein. The Contractor shall provide the specified Services in accordance with applicable local, state, and federal laws and regulations.

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

1. **Incorporation by Reference.** Provisions required by law, ordinances, rules, regulations, or executive orders, including but not limited to the referenced, required Housing and Urban Development documents are to be inserted in the Contract and deemed inserted whether or not they appear in the Contract, or upon application by either party, the Contract will be amended to make the insertion. However, in no event will the failure to insert the provisions before or after the Contract is signed prevent its enforcement.
2. **Engagement.** The Authority hereby engages Contractor to render the services as set forth in the Request for Proposal 2021-100-003 (the “Services”).

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

It is understood that the Contractor’s Services shall be rendered at such times and places as directed by the Authority.

The Authority may at any time make changes to the Services to be performed. If any such change causes an increase or decrease in the firm fixed rate or the time required for performance of the Services, the Authority shall make an equitable adjustment in the firm fixed rate and the time required for performance of the Services, and shall modify this Agreement accordingly.

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

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

In the event Contractor is or becomes aware of a conflict of interest and fails to disclose the conflict to the Authority; the Authority may immediately terminate this Agreement pursuant to paragraph 8(ii)(b) hereof.

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4. **Compensation.** The Authority agrees to pay Contractor for the Services, in a total not-to-exceed amount of TBD, at the Contractor's proposed hourly rate(s). No work or expenses for which an additional cost or fee will be charged by Contractor shall be furnished 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 the initial thirty-six (36) months indicated herein. The Authority may, at its sole discretion, exercise its right to renew this Contract following the expiration of the initial Contract term for up to two, twelve month periods, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of Services provided for in this Contract.

No less than sixty (60) 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 the County of Cook, 175 W. Jackson Blvd., Suite 350, Chicago, Illinois 60604, Attn: Finance Department, to apply against the contract. Invoices must be submitted within thirty (30) calendar days after completion and acceptance of the work/services.

All invoices must be signed, dated and reference the Development, the products, materials and/or services provided, and the Specification and Purchase Order Numbers. Signed work tickets and/or any other pertinent documentation requested by the Director must accompany each invoice submitted.

If a Contractor has more than one (1) Contract with HACC, 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.

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

7. **Payment.** HACC will process payment within thirty (30) calendar days after receipt of acceptable invoices completed in accordance with the terms specified herein, and all supporting documentation necessary for HACC 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 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

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

The 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 below, insuring all operations related to the Contract.

GENERAL REQUIREMENTS:

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Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable 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.

Commercial General Liability (Primary and Umbrella) and Professional Liability

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

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

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 with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Housing Authority of Cook County is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

Property Damage Insurance

Proposer to supply the HACC with Certificates of insurance covering property damage in an amount of not less than \$500,000 for damages on account of one accident, and not less than \$1,000,000 for damages on account of all accidents.

Blanket Crime Insurance

Contractor shall provide Blanket Fidelity/crime coverage in the amount of One Million Dollars (1,000,000) covering all employees, representative and agents of the Contractor under the agreement to protect the HACC against loss, misappropriation, dishonesty, robbery, burglary theft, destruction of disappearance, computer fraud, credit card forgery and other related crime risk. Fidelity/crime Insurance shall be subject to the approval of the HACC endorsed as loss payee.

Additional Requirements

The Contractor must furnish the Housing Authority of the County of Cook, 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

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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.

Contractor further agrees to furnish certificates of any or all insurance policies listing HACC as an additional insured with the endorsement of such coverage attached. Certificate MUST be submitted within five days of Notification of Contract Award. HACC will not issue a fully executed copy of the contract without receipt of the required insurance certificate meeting the requirements stated herein.

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

The 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 HACC do not contribute with insurance provided by the Contractor under the Contract.

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

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the 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.** HACC may terminate this Agreement for convenience upon thirty (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 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.

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.

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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 Authority may immediately terminate this Agreement pursuant to paragraph 8(ii)(a) hereof or reduce the hourly rate to reflect the reduced value of the Services provided.
16. **Confidential Information.** Contractor agrees that Contractor will not knowingly reveal to a third party or use for Contractor's own benefit, either during or after the term of this Agreement, without the prior written consent of Authority, any confidential information pertaining to the business and affairs of Authority, its officers, employees and directors obtained while working with Authority except for information clearly established to be in the public record.
17. **Representation and Warranties of Contractor.** Contractor hereby represents and warrants to Authority that Contractor is not a party to or otherwise subject to or bound by any contract, agreement or understanding which would limit or otherwise adversely affect Contractor's ability to perform the Services or which would be breached by Contractor's execution and delivery of this Agreement or by the performance of the Services.
18. **Indemnification.** Contractor shall indemnify, defend and hold the 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.
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,

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

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

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

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

If to the Authority: Housing Authority of Cook County
 Mr. Richard J. Monocchio
 Executive Director
 175 West Jackson Blvd Suite 350
 Chicago, IL 60604
 312.542.4851 (Phone)

If to the Contractor: _____

- 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

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pursuant to this Agreement, including, but not limited to completing the following items which are attached and made a part of this Agreement:

1. Certification Regarding Lobbying
2. Disclosure of Lobbying Activity
3. Conflicts of Interest
4. Special MBE/WBE Participation Summary Form
5. MBE/WBE Subcontractor Affidavit
6. MBE/WBE Subcontractor Participation Summary Form
7. Section 3 Compliance
8. Profile of Firm Form
9. Fee Proposal Page
10. HUD-5369b – Instruction to Offerors Non-Construction
11. HUD-5370c – Section I & II General Conditions for Non-Construction Contracts

28. Transfer by Contractor. Contractor shall not transfer all or any part of its rights or obligations herein to any person or legal entity.

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

PROFESSIONAL SERVICE AGREEMENT

SIGNATURE PAGE

PROPOSER:

By:

(Printed Name)

(Signature)

(Title)

AUTHORITY:

THE HOUSING AUTHORITY OF COOK COUNTY

By:

Sign

Richard J. Monocchio
Executive Director

Date

**HOUSING AUTHORITY OF COOK COUNTY
Department of Procurement & Contracts**

STATEMENT OF BIDDER'S QUALIFICATIONS

This form must be submitted with each bid or proposal. Each business of a joint venture must submit this form. Complete all blanks by entering the requested information or "NA" if it is not applicable to your business.

SPECIFICATION OR RFP TITLE	SPECIFICATION OR RFP NO.
COMPANY NAME	DUN & BRADSTREET NUMBER
PARENT COMPANY (IF APPLICABLE)	PREVIOUS COMPANY NAME

PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS ON BEHALF OF COMPANY

NAME	OFFICIAL CAPACITY

BANK REFERENCES

BANK NAME		ADDRESS	
CITY, STATE, ZIP CODE	CONTACT PERSON	TELEPHONE NO.	

BUSINESS REFERENCES (Provide three existing or completed work activities by your business which are similar to or support your ability to successfully complete the scope of work of this RFP/Spec.)

AGENCY/COMPANY NAME		ACTIVITY		DOLLAR AMOUNT	
DATE COMPLETED	P.O./CONTRACT NO.	CONTACT PERSON	PHONE NO.	FAX NO.	
AGENCY/COMPANY NAME		ACTIVITY		DOLLAR AMOUNT	
DATE COMPLETED	P.O./CONTRACT NO.	CONTACT PERSON	PHONE NO.	FAX NO.	
AGENCY/COMPANY NAME		ACTIVITY		DOLLAR AMOUNT	
DATE COMPLETED	P.O./CONTRACT NO.	CONTACT PERSON	PHONE NO.	FAX NO.	

The undersigned covenants and agrees to provide the Chicago Housing Authority current, complete and accurate information regarding their business' status. The undersigned further agrees to permit examination of books, records, and files by authorized representatives of the Chicago Housing Authority or the U. S. Department of Housing and Urban Development. Any material misrepresentation may be grounds for terminating any contract which may be awarded and/or for initiating action under federal or state laws concerning false statements.

SIGNATURE OF PRINCIPAL	PRINTED NAME OF PRINCIPAL	DATE SIGNED



Profile of Firm

This Form must be fully completed and placed in the appropriate portion of the firm's submission. This form is required for each Prime and potential sub-contractors.

Solicitation Number: _____ **Solicitation Name:** _____

1. Prime _____ Sub-contractor _____

2. Name of Firm:

3. Telephone: _____ Fax: _____

4. Street Address, City, State, Zip:

5. Please **attach a brief statement** describing the company, including the following information:

- a. Year Firm Established
- b. Year Firm Established (in which state)
- c. Former Name and Year Established (if applicable)
- d. Name of Parent Company and Date Acquired (if applicable)

6. Nature of Disclosing Party:

- | | |
|---|---|
| <ul style="list-style-type: none"> Individual Publicly registered business corporation Privately held business corporation Sole Proprietorship General Partnership Limited Partnership Trust | <ul style="list-style-type: none"> Limited Liability Company Limited Liability Partnership Joint Venture Not-for-profit Corporation (Is the not-for-profit corporation also a 501 c(3)? Yes No Other: |
|---|---|

7. Identify Principals/Partners in Firm (*attach an additional form if required*):

NAME	TITLE	% OF OWNERSHIP

8. Identify the individual(s) that will act as project managers and/or supervisory personnel that will work on project.

NAME	TITLE

9. Identify all trades your firm provides. Attach a separate list if more.

10. Proposer Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Caucasian American (Male)
_____% | <input type="checkbox"/> Public-Held Corporation
_____% | <input type="checkbox"/> Government Agency
_____% | <input type="checkbox"/> Non-Profit Organization
_____% |
|--|--|--|--|

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

Resident-Owned* African American **Native American Hispanic American Asian/Pacific American Hasidic Jewish Asian/Indian American
_____ % _____ % _____ % _____ % _____ % _____ % _____ %

Woman-Owned (WBE) Woman-Owned (Caucasian) Disabled Veteran Other (Specify):
_____ % _____ % _____ % _____ %

WMBE Certification Number: _____

Certified by (Agency): _____
(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

11. Federal Tax ID No.: _____

12. Business License No.: _____

13. State of _____ License Type and No.: _____

14. Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____

15. General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

16. Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

17. Automobile Liability Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____

18. Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Illinois, or any local government agency within or without the State of Illinois? Yes No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

19. Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

20. Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the HA or any person interested in the proposed contract; and that all statements in said proposal are true.

21. Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature Date Printed Name Company

HOUSING AUTHORITY OF COOK COUNTY
Department of Procurement & Contracts

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

(IFB or RFP Title or P.O. Commodity Description)

(IFB or RFP or P.O. No.)

As used in this certificate, the term “subcontract” includes the term “purchase order” and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal, the term “Seller” shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This Certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the **HOUSING AUTHORITY OF COOK COUNTY**, hereinafter referred to as Buyer:

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

B. **PRIOR REPORTS:** If Seller has participated in a previous contract or subcontract subject to Equal Opportunity Clause (4) C.F.R. Section 60-1.4(a)(1) through (7), or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.

C. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the Specifications for Bid or Request for Proposal. As used in this certification, the term “segregated facilities” means waiting room, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that it will retain such certifications in its files, and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a

**HOUSING AUTHORITY OF COOK COUNTY
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EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: If requested by Buyer, Seller shall promptly develop and submit a written affirmative action compliance program, and also require its subcontractors to establish and submit written affirmative action compliance programs (“Note: If Seller already has such a program, please so indicate by checking here []”).

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

F. CURRENT WORKFORCE: My/Our firm is committed to Equal Employment Opportunity and the Affirmative Action steps necessary to achieve the goals of the Executive Order. As of this date, the current Total workforce of my/our firm is as follow:

Job Classification	Total Employees	White		Black		Hispanic		Other	
		Male	Female	Male	Female	Male	Female	Male	Female
Officials									
Craft (Skilled)									
Laborers (Unskilled)									
Clerical									

EXECUTED THIS _____ DAY OF _____ 20__

BY _____
(SIGNATURE)

(PRINTED OR TYPED NAME)

TITLE _____
(PRINCIPAL)

Firm Name	Street Address
City, State, Zip Code	Telephone Number

MBE/WBE SUBCONTRACTOR AFFIDAVIT

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

Specification Number: _____

Project Description: _____

From: _____
(Name of MBE/WBE Firm)

MBE: Yes No
WBE: Yes No

Name of Prime Contractor - To: _____

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

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

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

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

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

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

Name /Title (Print)

Phone

Fax/Email

SUMMARY OF MBE/WBE SUBCONTRACTOR PARTICIPATION FORM

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

Specification Number: _____

Project Description: _____

State of (_____)

County (City) of (_____)

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

(Name of Contractor)

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

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

A. Direct Participation of MBE/WBE Firms

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

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

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

MBE/WBE Subcontractors/Suppliers/Consultants:

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

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

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

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

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

Attach additional sheets as needed.

* All Affidavit of Subcontractors and Letters of Certification not submitted with proposal must be submitted so as to assure receipt by the Contracting Official within three (3) business days after receipt of proposal.

B. Indirect Participation of MBE/WBE Firms

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

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

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

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

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

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

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

Attach additional sheets as needed.

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

C. Summary of MBE/WBE Firms Proposed

MBE Direct Participation (from Section I):

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

MBE Indirect Participation (from Section II):

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

WBE Direct Participation (from Section I):

WBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct WBE Participation:	\$ _____	_____ %

WBE Indirect Participation (from Section II):

WBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect WBE Participation:	\$ _____	_____ %

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

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

Name: _____ Phone Number: _____

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

Signature (Date)

State of _____

County of _____

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

Notary Public Signature: _____
(Seal)

Commission Expires: _____

SPECIAL MBE/WBE PARTICIPATION SUMMARY FORM

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

A. SMALL BUSINESS PARTICIPATION

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

Yes No N/A

B. MINORITY BUSINESS PARTICIPATION

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

Yes No N/A

MINORITY TYPE:

- | | |
|---|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> Female African American |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Female Native American |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> Female Hispanic |
| <input type="checkbox"/> Asian | <input type="checkbox"/> Female Asian |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Female White American |

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

Yes No N/A

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

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

C. WOMEN-OWNED BUSINESS PARTICIPATION

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

Yes No N/A

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

Yes No N/A

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

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

**Housing Authority of Cook County (HACC)
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 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

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(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

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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
(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>
(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	

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

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	

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

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"/> 10% of total contract value (Construction)
	<input type="checkbox"/>		<input type="checkbox"/> 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
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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 _____

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor’s objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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.

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- (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.