



**REQUEST FOR PROPOSALS AND QUALIFICATIONS:
2021-100-050**

**Furniture, Fixtures and Equipment
Purchase and Installation**

Due Date: October 8, 2021 On or before 2:00 p.m.

In order to be considered, proposals must be signed and delivered to:

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

Proposal responses will be considered valid for a period of 120 calendar days after the proposal due date.

**REQUEST FOR PROPOSAL FOR FURNITURE, FIXTURES
AND EQUIPMENT PURCHASE AND INSTALLATION**

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I. INTRODUCTION

HACC is soliciting qualifications and proposals from Furniture Manufacturers and Office Furniture Dealers (“Firm”) for the purchase, delivery and installation of Furniture, Fixtures and Equipment (collectively “FF&E”) for HACC’s Veteran Housing located in the City of Chicago Heights (“Project”). The estimated timing of the installation of furnishings is the end of Construction date TDB. The Project location includes lobby area/entry reception area, four (4) laundry rooms, a community room, a fitness room, a wellness room, a pet entry room, four (4) Four Season Rooms, a computer room, a case work office, a conference room and a management office. HACC is interested in purchasing durable, easily maintained and highly functional furnishings that will look good and be serviceable for a minimum of 10 years or longer.

HACC is also interested in learning about the Firm’s qualifications to serve HACC’s ongoing needs for furniture solutions at its other locations. The ongoing and as needed FF&E services would be provided until the end of 2024 and may include two (1) year contractual options to continue these services.

Included in this request for proposal are the following documents to be used in the preparation and submission of proposals:

- Exhibit A: Model Agreement
- Exhibit B: Floor Plan

II. BACKGROUND

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

The United States Department of Housing and Urban Development (HUD) provides the funding for this work and therefore all work performed must be in

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

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

III. HACC CONTACT

All communications, including any requests for clarification, concerning this RFP should be addressed in writing to the following:

Deborah O'Donnell
Procurement Manager
dodonnell@thehacc.org

IV.SOLICITATION FORM

FAILURE TO SIGN THIS PAGE WILL DISQUALIFY YOUR RESPONSE

If awarded, the undersigned offers and agrees to furnish the services described in this Request for Proposal at the prices and terms stated, subject to mutually agreed upon terms and conditions. The undersigned warrants and represents their authority to bind the firm into an agreement subject to the terms and conditions of this Request for Proposal.

Company Name:

Street Address:

City, State Zip:

Email:

Telephone:

By (Authorized Signature)	Date Signed:
Print name and title of Authorized Signatory	

**ALL SPECIFICATIONS, TERMS, AND CONDITIONS OF THIS PROPOSAL
WILL BE INCORPORATED INTO ANY RESULTING AGREEMENT.**

V. SOLICITATION KEY DATES AND TIMELINE

(Dates are subject to change at any time in Authority's sole discretion)

RFP Activity	Dates
RFP Released, Posted online	September 3, 2021
Questions Due by bidders	September 15, 2021
Response to Questions Posted	September 20, 2021
Proposal Due Date	October 8, 2021
Award Notice	TBD
Start of contract	TBD

VI.SCOPE OF WORK

Overall Project Scope of Work

The Client (HACC) is constructing a new apartment building for Veterans in Chicago Heights, Illinois.

The Client plans to purchase new private office furniture, conferencing furniture, task and guest seating as well as ancillary products for this new building.

Dealer Requirements

- The selected Dealer shall work with the Client to provide preliminary options (2-3) for each piece in a look book format.
- Provide pricing information for all initial and subsequent options; Dealer to confirm and work within the Client's budget.
- Dealer to provide available finishes and fabrics for Client selection.
- Dealer shall provide plans, elevations and 3D images as required to ensure private office and conference room furniture is coordinated with the Client's power and data requirements.

Dealer Information Requirements

Each Dealer must submit the following information with their response:

- Background and qualifications.
- Experience working with similar clients and specific experience on similar projects, including a list of 3 client references.
- The proposed Project team, including an organizational chart, a description of the time commitment of each person and a resume for each individual. Additionally, details for the proposed furniture installer should be provide as well.
- Written commitment to the project phases and schedule. No exceptions will be acceptable.
- Guarantee for the same pricing structure for the duration of the project and for three years after initial install date.
- Warranty certificates for each product proposed including labor.
- Dealer will be responsible to schedule the delivery with the Property Manager to achieve the Project Schedule.
- Dealer will be responsible for their own trash removal.
- Pricing Breakdown- (*HACC – insert requirements or references as needed here*)
- All products proposed shall be code-compliant with all applicable codes.

Project Schedule

The Dealer selected for the Project will be required to coordinate all aspects of the work

and must cooperate and work in tandem with the general contractor. Dealer must provide product that meets the lead times to get 100% of all furniture on site and installed by the move in date. No exceptions will be acceptable.

VII. PROPOSAL OUTLINE

In order to simplify the review process and to obtain the maximum degree of comparability, the proposals should include the following items and be organized in the manner specified below.

1. Letter of Transmittal

A letter of transmittal briefly outlining the Firm's understanding of the work and general information regarding the Firm and individuals to be involved is limited to a maximum of two pages. The letter should clearly identify the local address of the office of the firm performing the work, the telephone number, and the name of the authorized representative. The letter shall include a clear statement from the firm that this offer is binding and shall remain open for 120 days from the due date of this RFP and acknowledges that its proposal cannot be withdrawn within that time without the written consent of HACC.

2. Table of Contents

Include a table of contents that identifies the material by section, page number, and a reference to the information to be contained in the proposal.

3. Solicitation Form

The Solicitation Form included in the RFP/RFQ shall be included here.

4. Profile of Firm Proposing

- a. Provide a brief description of the Firm, its size and the locations of its offices. State whether the Firm is a qualified small or minority-owned business, women business enterprise or labor surplus area Firm and, if certified as such by the State of California or United States Government, indicate which department or agency has so certified the Firm.
- b. State the Firm's entity type (i.e. sole proprietorship, corporation, etc.) and state of incorporation or organization, if applicable.
- c. State whether the Firm is in compliance with the applicable registration, licensure, and permit requirements to do business in Illinois and the applicable county and/or city.
- d. Describe the local office from which the work is to be performed.

1. Location of office.
2. Current size of the office.
3. The size of professional staff by level who would be working on this project, such as partner, manager and supervisor, senior, and other professional staff.
4. The credentials and qualifications of key professional staff who will be involved on this project.

5. Qualifications

1. Furniture Consulting, Design and Procurement Services, including Management experience:
 - 1.1. Provide the name, title, including a detailed description of the role and job responsibilities related to all personnel assigned to the Project, including experience, years with the Firm and a list of relevant projects completed. Indicate who will serve as the primary contact for HACC.
 - 1.2. Provide a list of any projects within the last three years on which the Firm proposing was contracted and was terminated, held in default, or failed to complete the work. Include the name of the project(s), timeframe of the project and circumstances surrounding the termination or default.
 - 1.3. Provide information regarding any recent legal proceedings and arbitration against the Firm proposing that are current and occurred within the last three years.
2. Quality control:
 - 2.1. Describe the Firm's policy on notification of changes in key personnel.
 - 2.2. Briefly describe the Firm's system of quality control to ensure the work meets a high-quality standard.
 - 2.3. Provide a description of how the Firm's expertise, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
3. References:
 - 3.1. Include five (5) client references for work that is comparable to the scope of this Project. Include contact information for the architects involved in the work.
 - 3.2. Provide a minimum of three (3) credit references.

6. Project Specific Experience

Provide a description of the three most relevant FF&E projects similar to those described in this RFP, including furniture solution consultation, design support, furniture purchase and installation contracts held by the proposing Firm within the last five years, one page per project, to include:

- a. Role of the Firm
- b. Dollar value of the project
- c. Dollar value of fee
- d. Project description
- e. Staffing
- f. Duration of project
- g. Relationship to client
- h. Client contact information: name, position, entity name, telephone number, and email address for each project

7. Scope of Services and Proposed Project Schedule

Describe the Firm's understanding of the scope of services to be provided. Provide a description of how the Firm will approach this work including how the proposing Firm will manage the design process, installation, overall project schedule and ongoing service and maintenance. The proposal should also include the following related to the design and procurement services requested for the Alameda office, specifically:

- a. Firm shall identify components proposed and provide cut sheets for all components. Products should be similar to those outlined in the drawings provided as an exhibit.
- b. Firm shall provide axonometric diagrams for all furniture designs proposed.

8. Fees and Compensation

- a. Firm's shall provide clear pricing of all proposed consulting and design support services to be provided as well as furniture components including quantities, list price and any discounts from published list prices using the provided Pricing Matrix. If pricing is based on national nonprofit and governmental pricing agreements, Firm should provide copies of those agreements.
- b. Administrative costs, delivery and installation, as well as costs associated with services described in the body of this request for proposal should be listed separately from material pricing. Dealer markup shall also be listed separately. All applicable taxes should be included in this proposal. If an increase or reduction in the total dollar volume of the order would modify the discount structure of the offer, state the break points for the various discount percentages.
- c. Firm should state the costs for warehousing and handling product, should a significant delay in the project arise after the product has been manufactured. Costs for warehousing any early deliveries will be borne by the Firm or manufacturer. Any costs for warehousing nonstandard product should also be stated.

- d. The Firm's proposal should delineate the payment terms of the agreement; early payment discounts, progress payments, down payments, prepayments required, etc.
- e. Firm shall identify all subcontracted personnel or work contained in the proposal and described the Firm's third-party vendor selection process. Installation services shall be prevailing wage.
- f. The manufacturer and Firm should provide a record of price increases over the last five years, as well as any anticipated increases in the next 36 months.

9. Fiscal Stability

Provide evidence of corporate stability including:

- a. A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; or
- b. A letter from a financial institution stating a current line of credit; and
- c. Latest audited financial statement and/or annual report that has been certified by a CPA. This information will remain confidential and is not subject to public disclosure.

10. Exceptions to Contract Requirements

HACC's draft form of Agreement is attached as Exhibit "A" and incorporated herein by reference. Any exceptions to the requirements of the draft form of Agreement shall be noted in the proposal. The Firm should pay particular attention to the insurance and indemnification requirements as well as to the standard public works requirements (i.e. prevailing wage) set forth therein. HACC shall have no obligation to accept any exceptions and may reject any proposal noting exceptions to its contract requirements.

VIII. PROPOSAL SUBMISSION AND SELECTION PROCESS

By use of numerical and narrative scoring techniques, proposals will be evaluated by HACC against the factors specified below. The relative weights of the criteria—based on a 100-point scale—are shown below.

Criteria	Points
1. Qualifications, experience, references, and ability to carry out the described scope of work	35 points

2. Proposed methodologies, processes to accomplish work and design of furnishings	25 points
3. Fees / expenses	25 points
4. Completeness of proposal and adherence to RFP instructions.	10 points
5. Qualified small or minority-owned firm, women business enterprise and/or Section 3 firm.	5 points

IX. REVIEW PROCESS

HACC may, at its discretion, request interviews/presentations by or a meeting with any or all firms, to clarify or negotiate modifications to the firm's proposal. However, HACC reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the firm can propose. HACC contemplates award of the contract to the responsive, responsible firm whose proposal is the most advantageous to HACC, based on the highest total points and its decision is final.

It is HACC's policy to utilize, whenever possible, small businesses, small business disadvantaged business concerns, veteran-owned small businesses, minority-owned Firms, and/or woman-owned business enterprises. Therefore, Firms that meet these criteria will be given preference, should they meet all other stated criteria in the RFP.

X. NOTICE TO FIRM(S)

All materials provided to HACC become the property of HACC and may be returned only at HACC's sole discretion. HACC is a public entity. All proposals and any materials submitted with a proposal may be deemed public records subject to disclosure pursuant to the California Public Records Act. No portion of any proposal or materials submitted therewith will be withheld from disclosure as proprietary, trade secret or confidential unless that portion is clearly marked by the firm as such, and the firm agrees to indemnify HACC against any claim or action to compel disclosure of such portion of the proposal. HACC is not obligated to accept any proposal or to negotiate with any entity. All transactions are subject to the final approval of HACC, which reserves the right to reject any and all proposals without

liability. All costs directly or indirectly related to a response to this RFP will be borne by the firm.

The contract, if any, shall be awarded to the Contractor whose proposal is most advantageous and presents the best value to HACC, based on the evaluation criteria set forth in this RFP. HACC may at its sole discretion select the response that best fits its needs, may choose to cancel the RFP, or to not select any offeror. A selection committee will evaluate the responses based on established criteria including compliance with the direction herein, experience and qualifications, cost, financial position of the Contractor, and other factors as stated in this RFP. If selected, the successful Contractor will enter into a written agreement with HACC that will include service agreements and compensation agreements.

Awards may also be made to the subsequent responsible bidders who will be considered the Back-up Contractors, and who will be called in ascending order, based upon their ranking by best value, if after HACC issues a Notice of Award, HACC and the selected Contractor awarded do not subsequently execute an agreement.

All information in this RFP should, for purposes of this RFP, be considered proprietary and confidential. Information contained in this RFP should not be shared or distributed without the expressed written consent of HACC.

XI. REJECTION OF PROPOSAL(S)

HACC reserves the right, in its sole discretion, to reject any or all proposals, in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. The proposal may be rejected if it fails to meet a material requirement of the RFP, or if it is incomplete or contains irregularities. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

A deviation from the RFP requirements may cause a bid to be rejected. HACC may or may not waive an immaterial deviation or defect in a proposal. HACC's waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not competitive, or where the cost is not reasonable.

Proposals that contain false or misleading statements may be rejected if in HACC's opinion the information was intended to mislead HACC regarding a requirement of the RFP.

HACC may reject a proposal from a firm it finds non-responsible or non-responsive. Any person or entity that has substantially assisted HACC in preparing any part of this RFP is prohibited from submitting a proposal. Submission of a proposal to HACC shall constitute the Contractor's certification that the proposal is not collusive.

XII. COMPLIANCE WITH LAWS

Any offeror must affirmatively agree and certify that it will comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 et seq.) and any applicable regulations. Any Contractor must affirmatively agree to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

XIII. WRITTEN QUESTIONS AND ADDENDA

Written questions or comments regarding this RFP must be in writing and received no later than 2 p.m. on September 15, 2021. Questions should be emailed to the Procurement Manager, Deborah O'Donnell, dodonnell@thehacc.org. All questions will be responded to via an Addendum. Contractor(s) invited to submit a proposal understand and agree that they have an affirmative duty to inquire and seek clarification regarding anything in this RFP that is unclear or open to more than one interpretation.

HACC, at its sole discretion, may make questions submitted by offerors and responses to the submitted questions available to all offerors.

HACC reserves the right in its sole discretion to revise or amend this RFP prior to the stated submittal deadline. Any such revisions will be made by written addenda to this RFP. Contractors are responsible for verifying they have received, and all proposals shall acknowledge receipt of, all addenda issued by HACC relating to this RFP. Failure to acknowledge receipt of all such addenda may render a proposal nonresponsive.

XIV. SUBMISSION INSTRUCTIONS

Proposal submissions must be received no later than 2:00 PM CDT on October 8, 2021. Any response received after this date may be returned or not considered. Responses should be submitted electronically to the Procurement Manager at through the eProcurement system. If Firms wish to also submit a hard copy of the

proposal, it needs to be received no later than the due date:

Housing Authority of Cook County
175 W Jackson Blvd., Suite 350
Chicago, IL 60604
Attn: Deborah O'Donnell

Submission of a proposal shall constitute the firm's representation that it:

- Has thoroughly examined and become familiar with the scope of work set forth in this RFP;
- Understands the requirements of the scope of work, the nature of the work and all other matters that may affect the work;
- Will honor its proposal for no less than 120 days after the submission date stated in this RFP (or until execution of a final contract with the selected firm, if sooner), and acknowledges that its proposal cannot be withdrawn within that time without the written consent of HACC;
- Will comply with all requirements set forth in this RFP, and in the ensuing contract, if any.

XV. PROTESTS

Following the selection of the apparent successful firm, HACC shall notify all firms of its intent to award a contract to such firm. Any protest to the award of the contract to the apparent successful firm shall be submitted to HACC in writing within no less than five (5) calendar days from the date of such notice. Any protest shall state with specificity the ground on which the protestor alleges the contract may not be awarded to the apparent successful firm. HACC shall consider any properly submitted protest and may accept or reject such protest as it determines appropriate in its sole discretion.

XVI. GENERAL PROVISIONS

- A. Addendum to RFP. HACC reserves the right to amend the RFP or issue to all Respondents an Addendum to answer questions for clarification.
- B. No Commitment to Award. Issuance of this RFP and receipt of proposals does not commit HACC to award a contract. HACC expressly reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Respondent concurrently, or to cancel all or part of this RFP.
- C. Amendments to Proposals. No amendment, addendum or modification will be accepted after the deadline stated herein for receiving Proposals. Respondent

may modify or amend its Proposal only if HACC receives the amendment prior to the deadline stated herein for receiving Proposals.

- D. Non-Responsive Proposals. A Proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the Proposal.
- E. Late Proposals. HACC will not be responsible for Proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for or acknowledged by HACC.
- F. Costs for Preparing. HACC will not compensate any Respondent for the cost of preparing any Proposal, and all materials submitted with a Proposal shall become the property of HACC. HACC will retain all Proposals submitted and may use any idea in a Proposal regardless of whether that Proposal is selected.
- G. Alternative Proposals. Only one final proposal is to be submitted by each Firm. Multiple proposals will result in rejection of all proposals submitted by the Respondent.
- H. Public Documents. All Proposals and all evaluation and/or scoring sheets shall be available for public inspection at the conclusion of the selection process.

Exhibit "A"

Exhibit "A" Sample Agreement

Proposer must submit all exceptions to the below agreement as part of the RFP submission for HACC review.

CONSULTANT SERVICES AGREEMENT

This Agreement is made as of _____, 2021 between the HOUSING AUTHORITY OF COOK COUNTY (HACC), a body corporate and politic created under the provisions of the Housing Authorities Law, as amended, having its principal office at 175 West Jackson Boulevard, Suite 350, Chicago, Illinois 60604 ("Authority"), and _____, ("Contractor"), having its principal office at _____, in _____.

PREAMBLE

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

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

1. **Incorporation by Reference.** Provisions required by law, ordinances, rules, regulations, or executive orders, including but not limited to the referenced, required Housing and Urban Development documents are to be inserted in the Contract and deemed inserted whether or not they appear in the Contract, or upon application by either party, the Contract will be amended to make the insertion. However, in no event will the failure to insert the provisions before or after the Contract is signed prevent its enforcement.
2. **Engagement.** The Authority hereby engages the Contractor to render the services as set forth in the Request for Proposal 2021-100-050 (the Services).

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

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

3. **Contractor Conflicts.** The Contractor agrees that neither Contractor nor its employees shall, directly or indirectly, engage in any activity, which would detract from the Contractor's ability or its employees' ability to apply their best efforts, knowledge and skill to the performance of the Services. The Contractor is charged with the responsibility to promptly disclose to Authority any situations that may create possible conflicts of interest so that appropriate action can be taken to

address such situations. No member, official, or employee of the Authority, during his or her tenure or for 1 year thereafter, shall have any interest in this Agreement or the proceeds thereof.

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

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

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

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

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

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

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

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

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

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

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

7. **Payment.** The Authority will process payment within 30 calendar days after receipt of acceptable invoices completed in accordance with the terms specified herein, and all supporting documentation necessary for it to verify the services invoiced under this Contract.
8. **Subcontractors.** The Contractor must identify, in writing, names of all Subcontractors it will use 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 progress of the services, acts contrary to instructions, acts improperly, is not responsible, is unfit, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Authority, discharge or otherwise remove such Subcontractor.

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

- (c) The rules and regulations of the Office of Management and Budget (OMB) Circular A-133 apply. If the Contractor is a non-profit organization incorporated under the laws of the State of Illinois, Contractor shall provide a copy of its annual Audit or Review, whichever is required by the State of Illinois Secretary of State.
- (d) If Contractor is a Sub recipient or pass-through entity, Contractor must comply with applicable regulations pertaining to this Agreement.

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

GENERAL REQUIREMENTS:

Workers Compensation and Employers Liability

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

Sexual Abuse and Molestation

When vendors provide services or activities to minors either on or off HACC's premises, Sexual Abuse and Molestation Insurance coverage must be maintained with a limit of \$1,000,000 per occurrence (or an endorsement of the commercial general liability policy with a separate sublimit in this amount). The HACC is to be endorsed as an additional insured on the Consultants policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the HACC.

General Liability/Professional Liability (Primary and Umbrella)

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

Automobile Liability (Primary and Umbrella)

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

Additional Requirements

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

The Contractor shall provide a Certificate of Insurance naming the Authority as an additional insured for Workers Compensation, General Liability/Professional Liability, and Automobile Liability Insurance required under the contractual agreement and shall provide the actual insurance policy endorsement. Certificate MUST be submitted within five days of Notification of Contract Award. The Authority will not issue a fully executed copy of the contract without receipt of the required insurance certificate meeting the requirements stated herein.

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

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

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

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

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

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

- a. A material breach of this Agreement by Contractor;
- b. Contractor or Contractor's employees engaging in conduct materially injurious to the Authority to itself/themselves, including but not limited to acts of dishonesty or fraud, commission of a felony or a crime of moral turpitude, or alcohol or substance abuse;

- c. Contractor's continuing refusal to substantially perform the Services;
- d. Contractor becomes insolvent or makes a general assignment for the benefit of creditors; or
- e. Contractor files a petition in bankruptcy or such petition is filed against Contractor.

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

- 15. **Acceptance of the Services.** The Authority has the right to review and/or require correction of any Services provided by Contractor. Contractor shall make any required corrections to any Service within ten (10) calendar days at no additional charge. The payment of any invoice by Authority does not indicate acceptance of Services provided. Further, the Authority reserves the right at any time to reject or disapprove any Service provided. If Contractor fails to make the necessary corrections or if the submission of any corrected Service remains unacceptable, the Authority may immediately terminate this Agreement pursuant to paragraph 14 hereof or reduce the hourly rate to reflect the reduced value of the Services provided.
- 16. **Confidential Information.** Contractor agrees that Contractor will not knowingly reveal to a third party or use for Contractor's own benefit, either during or after the term of this Agreement, without the prior written consent of Authority, any confidential information pertaining to the business and affairs of Authority, its officers, employees and directors obtained while working with Authority except for information clearly established to be in the public record.
- 17. **Representation and Warranties of Contractor.** Contractor hereby represents and warrants to Authority that Contractor is not a party to or otherwise subject to or bound by any contract, agreement or understanding which would limit or otherwise adversely affect Contractor's ability to perform the Services or which would be breached by Contractor's execution and delivery of this Agreement or by the performance of the Services.
- 18. **Indemnification.** Contractor shall indemnify, defend and hold the Authority, harmless from and against all losses, claims, judgments, damages and liabilities (collectively, the "Claims"), which are related to the performance by Contractor or Contractor's obligations under this Agreement in a manner that is not within the scope of Contractor's authority granted in the Agreement; or which results from Contractor's negligence, willful misconduct, fraud or misrepresentation.
- 19. **Independent Contractor.** Contractor shall perform the Services hereunder as an independent Contractor and not as an agent or employee of the Authority. Contractor shall be responsible for paying any and all Federal, state or local taxes arising from the performance of the Services. Contractor agrees to remove any employee from the performance of the Services at the request of Authority.
- 20. **Copyright.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. Authority shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials and documentation prepared by Contractor under this Agreement.
- 21. **Inspections: Work Product.** Pursuant to 24 CFR 85.36(i), (10) and (11), access shall be given by Contractor to Authority, the United States Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, to any

books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after Authority makes final payment and all other pending matters on which Contractor performed Services are closed.

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

22. **Return of Authority Property**. Promptly after termination of this Agreement, Contractor shall return and shall cause its employees to return to Authority all property of the Authority then in Contractor's possession, including without limitation papers, documents, records, files, computer disks and confidential information, and shall neither make nor retain copies of the same. Authority's obligation to make final payment to Contractor following termination, including without limitation accrued but unpaid fees under paragraph 3 hereof, shall be contingent upon Contractor's compliance with this paragraph.
23. **Third Party Solicitation**. Contractor warrants that Contractor has not retained any company, firm or person to solicit or secure this Agreement and has not paid or agreed to pay any company, firm or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Release**. Prior to final payment under this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, Contractor shall execute and deliver to Authority a final release (**Release**), in a form acceptable to Authority, of all claims against Authority by Contractor under and by virtue of this Agreement, other than such claims, if any, as may be specifically excepted by Contractor in stated amounts set forth therein.
25. **Disputes**. All disputes arising under or relating to this Agreement shall be resolved in accordance with this paragraph. All claims by Contractor shall be made in writing and submitted to Authority. Within 60 calendar days after receipt of any claim Authority shall render a written decision concerning such claim. Unless Contractor, within 30 calendar days after receipt of Authority's decision, notifies Authority in writing that Contractor takes exception to such decision, the decision shall be final and conclusive.

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

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

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

If to the Contractor: _____

{_____.com}

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

1. Attachment B. Fee Proposal
2. Attachment C. Debarment Suspension Matters
3. Attachment D. Certification Regarding Lobbying
4. Attachment E. Disclosure of Lobbying Activities w/Instructions
5. Attachment F. Conflict of Interest
6. Attachment G. Non-Collusive Affidavit
7. Attachment H. Section 3 – Economic Opportunities for Recipients of HUD Assistance
8. Attachment I. S/M/WBE Business Participation
9. Attachment J. S/M/WBE Subcontractor Affidavit
10. Attachment K. Nature of Disclosing Party Form
11. Attachment L. References
12. Attachment M. HUD-5369-B Instructions to Offerors – Non-Construction
13. Attachment N. HUD-5370C (Section I) General Conditions for Non-Construction Contract without Maintenance

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

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

SIGNATURE PAGE

PROPOSER: _____

By: _____

(Printed Name)

(Signature)

(Title)

STATE OF _____

COUNTY OF _____

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

Notary Public Signature: _____
(Seal)

Commission Expires: _____

AUTHORITY: HOUSING AUTHORITY OF COOK COUNTY

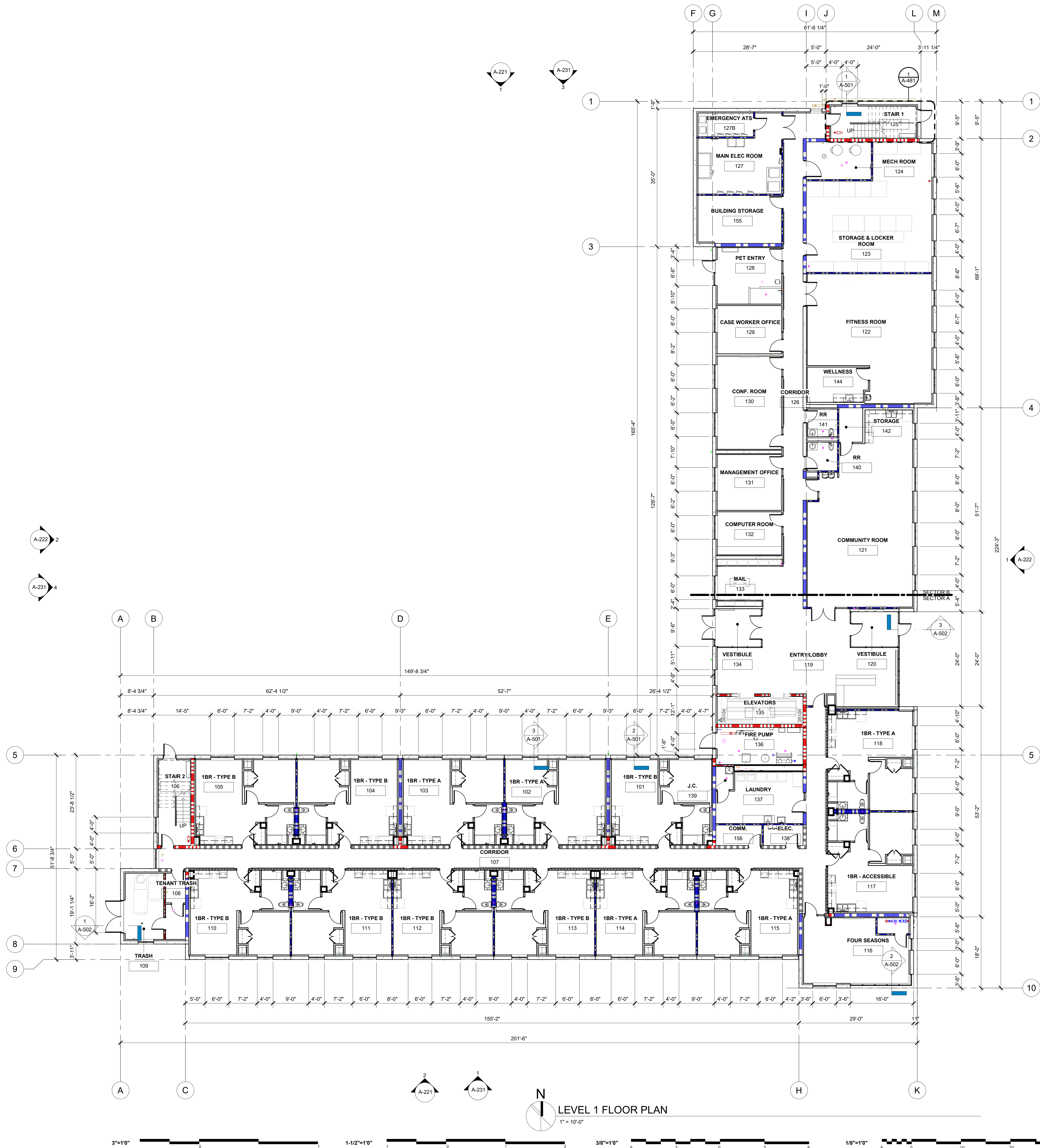
The undersigned, on behalf of the Housing Authority of Cook County, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the bid.

Not-to-Exceed Amount of Contract:

By: _____

Richard J. Monocchio
Executive Director

Date



FLOOR PLAN NOTES

- CONTRACTOR TO COORDINATE AND PROVIDE BACKING FOR ALL ITEMS IN CONTRACT, AS WELL AS ITEMS NOTED WHICH ARE IDENTIFIED AS NOT IN CONTRACT (NIC) OR ITEMS WHICH ARE OWNER-PROVIDED OR VENDOR-PROVIDED, SUCH ITEMS MAY INCLUDE, BUT ARE NOT LIMITED TO, SIGNAGE, VISUAL BOARD UNITS, CONFERENCEING TRAYS, RAILS OR OTHER ACCESSORIES, BULLETIN BOARDS, DISPLAY CASES, COMPUTER OR TELEVISION DISPLAYS, MONITORS, SECURITY CAMERAS, WIRELESS ACCESS POINTS, LOCKERS, AND OTHER CASEWORK OR EQUIPMENT.
- DO NOT SCALE DRAWINGS. USE DIMENSIONS INDICATED.
- CONTRACTOR SHALL VERIFY BUILDING DIMENSIONS, PARTITION AND WALL LOCATIONS, AND FLOOR ELEVATIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES PRIOR TO START OF WORK.
- COORDINATE QUANTITY, SIZE AND LOCATION OF ALL FLOOR, ROOF AND WALL OPENINGS FOR MECHANICAL AND ELECTRICAL WORK FOR A COMPLETE INSTALLATION. PROVIDE OPENINGS SHOWN OR REQUIRED FOR COMPLETION OF WORK. NOT ALL OPENINGS SHOWN.
- COORDINATE SIZE AND LOCATION OF ALL ACCESS PANELS WITH APPROPRIATE TRADES. SUBMIT SHOP DRAWING INDICATING ALL ACCESS PANELS.
- ALL DIMENSIONS ARE TO FACE OF GYPSUM BOARD, NOMINAL FINISH FACE OF CONCRETE, OR NOMINAL FACE OF MASONRY UNLESS OTHERWISE NOTED.
- WHERE FIRE RATED PARTITIONS TERMINATE AT EXTERIOR WALLS, PROVIDE FIRE SAFING (UL LISTED) INSULATION FROM END OF PARTITION TO INTERIOR FACE OF EXTERIOR SHEATHING, 5" DEPTH X FULL HEIGHT OF CONSTRUCTION (TYPICAL).
- WHERE SOUND INSULATED PARTITIONS TERMINATE AT EXTERIOR WALL ASSEMBLIES, EXTEND GYPSUM BOARD, ISOLATION CHANNELS, AND SOUND ATTENUATING INSULATION AS SCHEDULED, TO INSIDE FACE OF EXTERIOR SHEATHING, AND SEAL JOINT AT SHEATHING WITH ACOUSTICAL SEALANT.
- FOR ADDITIONAL INTERIOR FINISHES WHICH MAY IMPACT DIMENSIONS, REFER TO A-101A, 101B, 102A, 102B/FINISH SCHEDULE.
- WHERE INTERIOR PARTITIONS ABUT WINDOW SYSTEMS, ALIGN CENTERLINES OF PARTITIONS WITH CENTERLINES OF VERTICAL WINDOW MULLIONS, UNLESS OTHERWISE NOTED.
- PROVIDE CONTINUOUS FIRE RATED CONSTRUCTION BEHIND RECESSED FIXTURES IN FIRE PARTITIONS, FIRE BARRIERS AND FIRE WALLS.
- REFER TO A-401 THROUGH A-406 FOR ENLARGED UNIT PLANS.
- FLOOR FINISH TRANSITIONS SHOWN ON A-101A AND A-101B ARE TYPICAL FOR ALL FLOORS.
- PROVIDE 4" x 4" PRECAST MOCKUPS FOR APPROVAL.
- EXPPOSED PRECAST EMBED PLATES AND ANGLES TO BE PAINTED.

ALLOWANCES:

- RECEPTION DESK
 - MONUMENT SIGN
- *REFER TO PROJECT MANUAL FOR ADDITIONAL INFO

FLOOR PLAN LEGEND

- COL NEW STRUCTURAL GRID LINE
- DOOR MARK
- NEW DOOR
- 5" TO DOOR OPENING - TYP (UON)
- HW9A PARTITION TYPE (SEE PARTITION TYPES SHEET)
- ROOM NAME ROOM NAME & NUMBER
- FEC FIRE EXTINGUISHER CABINET
- FLOORING TRANSITION
- SF1 STOREFRONT TYPE



Housing Authority
of Cook County

Veterans
Apartments

1440 Otto Boulevard
Chicago Heights, IL 60411

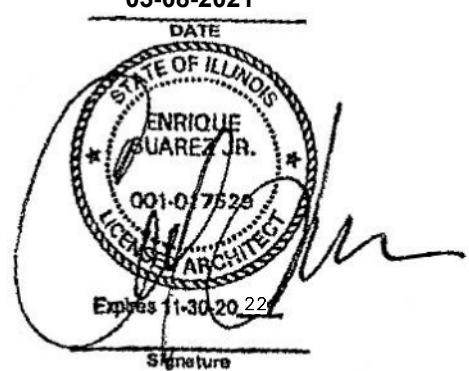
No.	Date	Issued For
1	12/18/2020	DD & Pricing
2	03/08/2021	Permit & Pricing

uplandDesign Ltd
Landscape Architecture & Park Planning

db | HMS

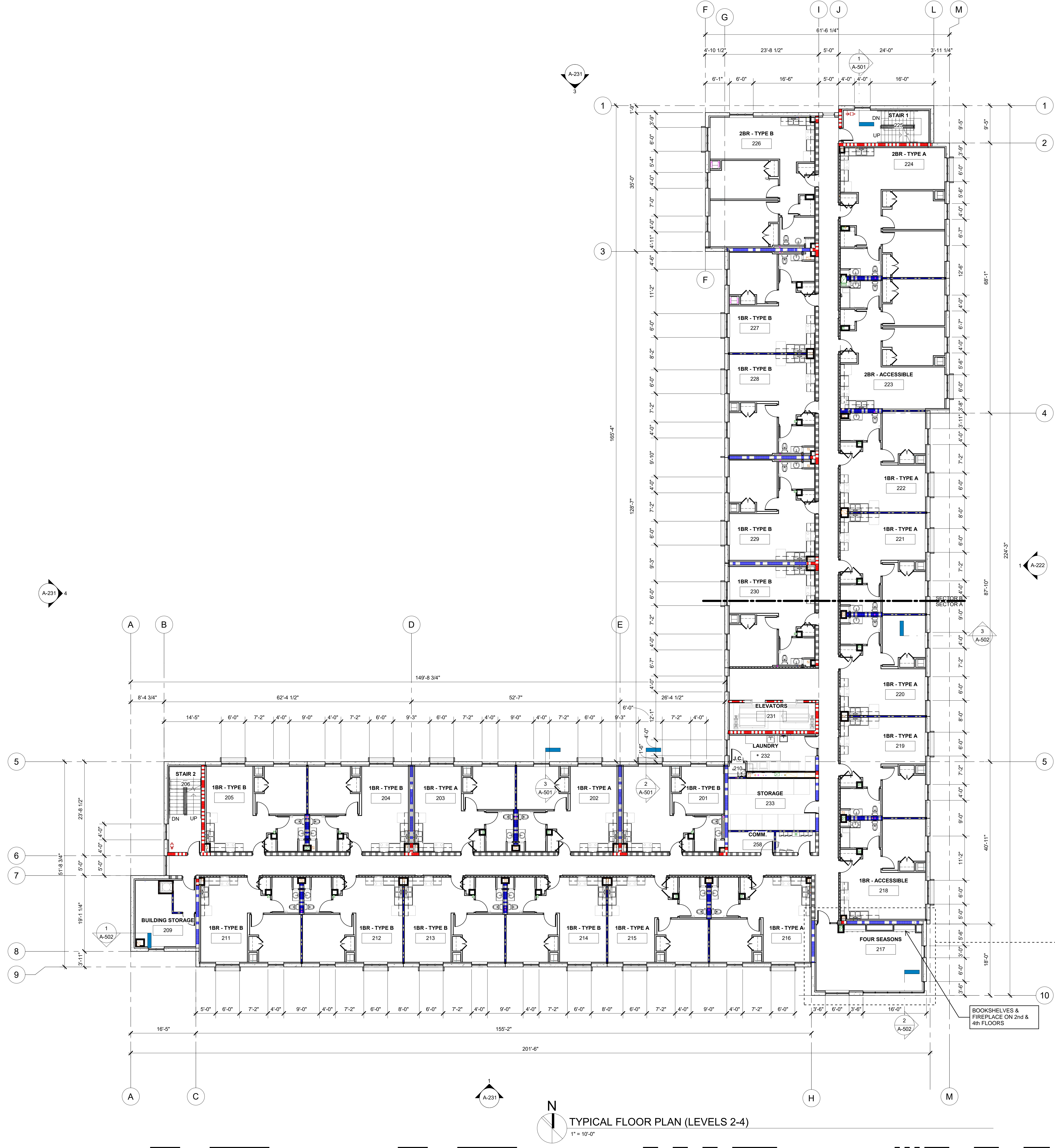
d'Escoto INC

HED
1 East Wacker Drive
Suite 200
Chicago, Illinois
60601 USA
(312) 324-7410
WWW.HED.DESIGN



Level 1 Plan -
Overall

A-101

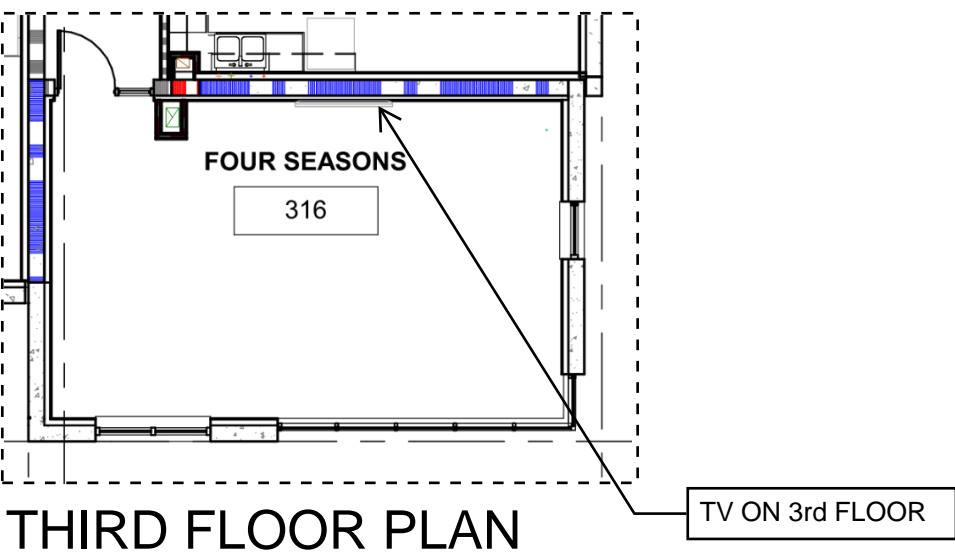


FLOOR PLAN NOTES

1. CONTRACTOR TO COORDINATE AND PROVIDE BACKING FOR ALL ITEMS IN CONTRACT, AS WELL AS ITEMS NOTED WHICH ARE IDENTIFIED AS NOT IN CONTRACT (N/C) OR ITEMS WHICH ARE OWNER-PROVIDED OR VENDOR-PROVIDED. SUCH ITEMS MAY INCLUDE, BUT ARE NOT LIMITED TO, SIGNAGE, VISUAL BOARD UNITS, CONFERRING TRAYS, RAILS OR OTHER ACCESSORIES, BULLETIN BOARDS, DISPLAY CASES, COMPUTER OR TELEVISION DISPLAYS, MONITORS, SECURITY CAMERAS, WIRELESS ACCESS POINTS, LOCKERS, AND OTHER CASEWORK OR EQUIPMENT.
2. DO NOT SCALE DRAWINGS. USE DIMENSIONS INDICATED.
3. CONTRACTOR SHALL VERIFY BUILDING DIMENSIONS, PARTITION AND WALL LOCATIONS, AND FLOOR ELEVATIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES PRIOR TO START OF WORK.
4. COORDINATE QUANTITY, SIZE AND LOCATION OF ALL FLOOR, ROOF AND WALL OPENINGS FOR MECHANICAL AND ELECTRICAL WORK FOR A COMPLETE INSTALLATION. PROVIDE OPENINGS SHOWN OR REQUIRED FOR COMPLETION OF WORK. NOT ALL OPENINGS SHOWN.
5. COORDINATE SIZE AND LOCATION OF ALL ACCESS PANELS WITH APPROPRIATE TRADES. SUBMIT SHOP DRAWING INDICATING ALL ACCESS PANELS.
6. ALL DIMENSIONS ARE TO FACE OF GYPSUM BOARD, NOMINAL FINISH FACE OF CONCRETE, OR NOMINAL FACE OF MASONRY UNLESS OTHERWISE NOTED.
7. WHERE FIRE RATED PARTITIONS TERMINATE AT EXTERIOR WALLS, PROVIDE FIRE SAFING (UL LISTED) INSULATION FROM END OF PARTITION TO INTERIOR FACE OF EXTERIOR SHEATHING, 5" DEPTH X FULL HEIGHT OF CONSTRUCTION (TYPICAL).
8. WHERE SOUND INSULATED PARTITIONS TERMINATE AT EXTERIOR WALL ASSEMBLIES, EXTEND GYPSUM BOARD, ISOLATION CHANNELS, AND SOUND ATTENUATING INSULATION AS SCHEDULED, TO INSIDE FACE OF EXTERIOR SHEATHING, AND SEAL JOINT AT SHEATHING WITH ACOUSTICAL SEALANT.
9. FOR ADDITIONAL INTERIOR FINISHES WHICH MAY IMPACT DIMENSIONS, REFER TO A-101A, 101B, 102A, 102B/FINISH SCHEDULE.
10. WHERE INTERIOR PARTITIONS ABUT WINDOW SYSTEMS, ALIGN CENTERLINES OF PARTITIONS WITH CENTERLINES OF VERTICAL WINDOW MULLIONS, UNLESS OTHERWISE NOTED.
11. PROVIDE CONTINUOUS FIRE RATED CONSTRUCTION BEHIND RECESSED FIXTURES IN FIRE PARTITIONS, FIRE BARRIERS AND FIRE WALLS.
12. REFER TO A-401 THROUGH A-406 FOR ENLARGED UNIT PLANS.
13. FLOOR FINISH TRANSITIONS SHOWN ON A-101A AND A-101B ARE TYPICAL FOR ALL FLOORS.
14. PROVIDE 4' x 4' PRECAST MOCKUPS FOR APPROVAL.
15. EXPOSED PRECAST EMBED PLATES AND ANGLES TO BE PAINTED.

FLOOR PLAN LEGEND

- COL NEW STRUCTURAL GRID LINE
- DOOR MARK
- NEW DOOR
- 5" TO DOOR OPENING - TYP (UON)
- HWSA PARTITION TYPE (SEE PARTITION TYPES SHEET)
- ROOM NAME ROOM NAME & NUMBER
- FEC FIRE EXTINGUISHER CABINET
- FLOORING TRANSITION
- SF1 STOREFRONT TYPE



TYPICAL FLOOR PLAN (LEVELS 2-4)



Housing Authority of Cook County

Veterans Apartments

1440 Otto Boulevard
Chicago Heights, IL 60411

No.	Date	Issued For
1	12/18/2020	DD & Pricing
2	03/08/2021	Permit & Pricing

uplandDesign Ltd
Landscape Architecture & Park Planning

db | HMS

d'Escoto INC

HED
1 East Wacker Drive
Suite 200
Chicago, Illinois
60601 USA
(312) 324-7410
WWW.HED.DESIGN



Typical Plan - Overall

A-102

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. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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 \$150,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$150,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$150,000 – use Sections I and II.

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. 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.

19. 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.

20. 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.

21. Liens

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

22. 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) 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.
- (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

**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.

Instructions to Offerors Non-Construction

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

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Please note that additional conditions, specifications and instructions pertaining to this RFP are contained within the RFP document issued.

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	\$ _____	_____ %

Monthly Section 3 Labor Report

Contractor or Subcontractor Name, Address & Phone #:				Project Address/Location:	
Contract Contact Person's Name:	Contract Begin Date:	Contract End Date:	Revised End Date:	Report Period Begin Date:	Report Period End Date:
Date Report Submitted:	Submitted by:			Submitter's email address:	

Part I: Employment (Columns B, C and E are mandatory fields.) Percentages will self-calculate.

A	B	C	D	E	F
Job Category	Number of Hours Worked by All Employees (including Executive & Management)	Number of Hours Worked by Non-Targeted Section 3 Workers	% of Aggregate Number of Work Hours of Non-Targeted Section 3 Workers	Number of Hours Worked by Targeted Section 3 Workers	% of Aggregate Number of Hours Worked by Targeted Section 3 Workers
Professional Services					
Executive/Mgmt. Staff			0.0%		#DIV/0!
Foremen/ Supervisors			0.0%		#DIV/0!
Office/Clerical/Accounting			0.0%		#DIV/0!
Cleaning/ Maintenance			0.0%		#DIV/0!
Demolition			0.0%		#DIV/0!
Construction Total			0.0%		#DIV/0!
Cabinet Maker					
Carpenter					
Concrete/ Terrazzo					
Craftworker, skilled					
Drywall/ Ceiling Tile					
Electrician					
Fencing					
Flooring / Carpet					
Gutter Installer					
Hazardous Materials					
HVAC					
Insulator					
Laborer					
Landscape					
Masonry, Plaster, Stucco					
Painter					
Paving					
Plumber					
Power Equipment Operator					
Roofer					
Sprinkler Installer					
Truck Driver					
Total	0	0	0.0%	0	#DIV/0!

Part II: Contracts Awarded during the period of this report (item 5 F & G, above)

1. Construction Contracts:

A. Total dollar amount of construction contracts awarded on the project

B. Dollar amount of construction contracts awarded to Section 3 businesses

C. Percentage of construction contract dollar amount awarded to Section 3 businesses

D. Number of Section 3 businesses receiving construction contracts

2. Non-Construction Contracts:

A. Total dollar amount of non-construction contracts awarded on the project/activity

B. Dollar amount of non-construction contracts awarded to Section 3 businesses

C. Percentage of non-construction dollar amount awarded to Section 3 businesses

D. Number of Section 3 businesses receiving non-construction contracts

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply and describe each effort taken and documented.)

	Attempted to recruit low-income residents through local advertising, signs displayed at project site, contracts with community organizations and public or private agencies operating within the metro or county in which the Section 3 covered program or project is located, or similar methods.	List all specific attempts:
	Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.	List specific programs:
	Participated in a HUD or other program which promotes award of contracts to business concerns which meet the definition of Section 3 business concerns.	List specific programs:
	Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.	List Youthbuild Program:
	Other	List and describe effort:

Contractor Name

Reporting Period

Reporting Period

Page 3

Begin Date:

End Date:

Failure to meet hiring and contracting goals requires a description of obstacles that prevented achievement.

Narrative:

Documentation of all information contained in this report is maintained by the contractor. I understand that all details reported on this form are subject to audit by the PHA, HUD, or their representatives. By my signature below, I certify that the reported hours worked and efforts to achieve Section 3 compliance are accurate.

Signature of Person Submitting Report

Date

FY 2021 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2021 Income Limit Area	Median Family Income Explanation	FY 2021 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Chicago-Joliet-Naperville, IL HUD Metro FMR Area	\$93,200	Very Low (50%) Income Limits (\$) Explanation	32,650	37,300	41,950	46,600	50,350	54,100	57,800	61,550
		Extremely Low Income Limits (\$)* Explanation	19,600	22,400	25,200	27,950	31,040	35,580	40,120	44,660
		Low (80%) Income Limits (\$) Explanation	52,200	59,650	67,100	74,550	80,550	86,500	92,450	98,450

NOTE: Cook County is part of the **Chicago-Joliet-Naperville, IL HUD Metro FMR Area**, so all information presented here applies to all of the **Chicago-Joliet-Naperville, IL HUD Metro FMR Area**. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Chicago-Joliet-Naperville, IL HUD Metro FMR Area**.

The **Chicago-Joliet-Naperville, IL HUD Metro FMR Area** contains the following areas: Cook County, IL; DuPage County, IL; Kane County, IL; Lake County, IL; McHenry County, IL; and Will County, IL.

FY 2020 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2020 Income Limit Area	Median Family Income Explanation	FY 2020 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Chicago-Joliet-Naperville, IL HUD Metro FMR Area	\$91,000	Very Low (50%) Income Limits (\$) Explanation	31,850	36,400	40,950	45,500	49,150	52,800	56,450	60,100
		Extremely Low Income Limits (\$)* Explanation	19,150	21,850	24,600	27,300	30,680	35,160	39,640	44,120
		Low (80%) Income Limits (\$) Explanation	51,000	58,250	65,550	72,800	78,650	84,450	90,300	96,100

NOTE: Cook County is part of the **Chicago-Joliet-Naperville, IL HUD Metro FMR Area**, so all information presented here applies to all of the **Chicago-Joliet-Naperville, IL HUD Metro FMR Area**. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Chicago-Joliet-Naperville, IL HUD Metro FMR Area**.

The **Chicago-Joliet-Naperville, IL HUD Metro FMR Area** contains the following areas: Cook County, IL; DuPage County, IL; Kane County, IL; Lake County, IL; McHenry County, IL; and Will County, IL.

(Insert Contractor Name)

SECTION 3 APPLICANT FOR EMPLOYMENT AND TRAINING OPPORTUNITIES

Name: _____

Current Legal Address: _____

Phone Number: _____ Email Address: _____

Check the box or boxes below applicable to you. Documents to support your status as an eligible Section 3 Worker or Targeted Section 3 Worker may be requested and required if not already available.

☐ My total individual income for the prior year or annualized year is below 80% of Area Median Income (AMI) [*\$ amount to be inserted by PHA and updated annually*]:

☐ 2020 \$ _____ ☐ 2021 \$ _____

☐ I reside within the metropolitan or non-metropolitan county where this PHA is located.

☐ I am a resident of public housing

☐ List PHA and project name _____

☐ I am a Section 8 Voucher holder

☐ List Section 8 Agency administering your voucher _____

☐ I receive other housing assistance

☐ List PHA that manages your housing assistance _____

☐ I am a YouthBuild Participant

☐ List YouthBuild Program name, address, telephone number, and contact person: _____

By my signature below, I certify that the information provided on this form is accurate.

Printed Name

Signature

Date

SELF-CERTIFICATION AND SKILLS FORM

Graduated High School or GED (month/year): ☐ Yes ☐ No

I Read and Speak English Fluently: ☐ Yes ☐ No

I Read and Speak Languages Other Than English Fluently: ☐ Yes ☐ No

If Yes, list language(s) _____

Attended a Trade or Technical School: ☐ Yes ☐ No Graduated? ☐ Yes ☐ No

If Yes, list type Trade or Technical Specialty Studied: _____

Attended College: ☐ Yes ☐ No Graduated? ☐ Yes ☐ No

If Yes, list degree or completed studies: _____

Check the Skills and/or Trades in which you have been employed or contracted to do work for others:

- | | |
|---|---|
| <input type="checkbox"/> Data Entry | <input type="checkbox"/> Trim/Carpentry |
| <input type="checkbox"/> Receptionist | <input type="checkbox"/> Stucco |
| <input type="checkbox"/> Sales | <input type="checkbox"/> Window/Door Replacement |
| <input type="checkbox"/> Telephone Customer Service | <input type="checkbox"/> Construction Cleaning |
| <input type="checkbox"/> Administrative | <input type="checkbox"/> Exterior Framing |
| <input type="checkbox"/> Teaching/Training | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Drywall Hanging | <input type="checkbox"/> CDL License |
| <input type="checkbox"/> Drywall Finishing | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Interior Painting | <input type="checkbox"/> Concrete/Asphalt Work |
| <input type="checkbox"/> Framing | <input type="checkbox"/> Heavy Equipment Operator |
| <input type="checkbox"/> HVAC | <input type="checkbox"/> Fencing |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Metal/Steel Work |
| <input type="checkbox"/> Interior Plumbing | <input type="checkbox"/> Welding |
| <input type="checkbox"/> Exterior Plumbing | <input type="checkbox"/> Other (list) |
| <input type="checkbox"/> Siding | <input type="checkbox"/> Other (list) |
| <input type="checkbox"/> Cabinet Hanging | <input type="checkbox"/> Other (list) |
| <input type="checkbox"/> Door Replacement | <input type="checkbox"/> Other (list) |

I certify that all of the information given on this Self-Certification and Skills form is true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I understand that proof of this statement may be requested in the future.

Printed Name

Signature

Date

SECTION 3 BUSINESS CONCERN CERTIFICATION

For those seeking preference in contracting

Name of Business: _____

Address of Business: _____

Phone Number: _____ Email Address: _____

Type of Business ☐ Sole Proprietorship ☐ Partnership ☐ Non-Profit
 ☐ Joint Venture ☐ Corporation ☐ Other: *List*

DEFINITIONS:

A Low- or Very Low-Income Person (Worker) is a person whose income in the previous or annualized calendar year is below 80% of Area Median Income established by HUD which is currently \$52,200.00.

A Section 3 Worker is any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- (1) The worker's income for the previous or annualized calendar year is below the income limit listed above for a low- or very low-income person; or
- (2) The worker is employed by a Section 3 Business; or
- (3) The worker is a YouthBuild participant.

A Section 3 Business Concern must meet at least one of the three criteria listed below and found in 24 CFR 75, and be documented within the last six-month period.

Check the box or boxes below applicable to your business. Attach the applicable listed documents to support your status as a Section 3 Business Concern.

- ☐ At least 51 percent owned and controlled by low- or very low-income persons;
 - ☐ List of all current employees listing percentage of ownership and control interests of each
 - ☐ Articles of Incorporation or partnership agreement ☐ Federal Tax ID Number
- ☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers;
 - ☐ List of all workers (salaried and hourly) and number of hours worked by each worker
 - ☐ List of all Section 3 workers (salaried and hourly) and number of hours worked by each worker
- ☐ It is a business at least 51 owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing.
 - ☐ List of all current employees listing percentage of ownership and control interests of each.
 - ☐ Copy of residential lease for each employee with ownership interests.
 - ☐ Articles of Incorporation or partnership agreement ☐ Federal Tax ID Number

By my (our) signatures below, I/we certify to being a Section 3 Business Concern and understand that I/we must demonstrate our ability to meet the terms of a contract before it can be awarded to us.

Owner's Printed Name Signature Date

Owner's Printed Name Signature Date

Housing Authority of Cook County
SECTION 3 EMPLOYEE CERTIFICATION

Employee Name _____

Current Address _____

Phone Number _____ Email Address _____

Date of Initial Employment: _____ Date Certification Form Completed: _____

Check the box or boxes below applicable to you. Documents to support your status as a Section 3 Worker or Targeted Section 3 Worker may be requested and required if not already available.

- ☐ My total individual income for the year prior to my initial employment was below 80% of Area Median Income (AMI) **or** my total individual income is currently below 80% AMI. Check applicable year. (\$ amounts to be inserted by PHA and updated annually):

<input type="checkbox"/> 2017 \$ _____	<input type="checkbox"/> 2018 \$ _____	<input type="checkbox"/> 2019 \$ _____
<input type="checkbox"/> 2020 \$ 51,000.00	<input type="checkbox"/> 2021 \$52,200.00	<input type="checkbox"/> 2022 \$ _____

- ☐ I reside within the metropolitan or non-metropolitan county where this PHA is located.

- ☐ I am currently employed by a Section 3 Business Concern

☐ List name, address, telephone number, and contact person of Section 3 Business Concern: _____

- ☐ I am a resident of public housing or Section 8-assisted housing managed by this PHA

☐ List public housing project name or Section 8 landlord name and phone number: _____

- ☐ I am a YouthBuild Participant

☐ List YouthBuild Program name, address, telephone number, and contact person: _____

By my signature below, I certify that the information provided on this form is accurate.

Employee's Printed Name

Signature

Date

(Insert Contractor Name)

Section 3 Notice of Commitment

To: Union Representatives, Labor Organization Representatives, Section 3 Business Concerns and Residents of the metropolitan or non-metropolitan county where work will be performed.

The following project named, _____ located at _____
_____ is a Section 3 covered project pursuant to 24 CFR §75, of
Section 3 of the Housing and Urban Development Act of 1968, which receives funding from the Housing
Authority of Cook County.

This project may require the hiring of low-income residents (Section 3 Residents) or contracting with Section
3 Business Concerns.

The following economic opportunities are available:

Position	Training	Employment	Contracting

Please contact _____ regarding these opportunities by telephone at _____
_____, or by email at _____.

The anticipated date the work shall begin is _____.

If you apply for one of the above opportunities as a Section 3 Resident or Section 3 Business Concern, you
will be required to submit information verifying eligibility status. Qualified Section 3 Residents and Section
3 Business Concerns will receive hiring preferences on Section 3 covered projects.

Housing Authority of Cook County

Section 3 Notice of Commitment

To: Union Representatives, Labor Organization Representatives, Section 3 Business Concerns and Residents of the metropolitan or non-metropolitan county where work will be performed.

The following project named, _____ located at _____
_____ is a Section 3 covered project pursuant to 24 CFR §75, of
Section 3 of the Housing and Urban Development Act of 1968, which receives funding from the [insert PHA
name] _____.

This project may require the hiring of low-income residents (Section 3 Residents) or contracting with Section
3 Business Concerns.

The following economic opportunities are available:

Position	Training	Employment	Contracting

Please contact _____ regarding these opportunities by telephone at _____
_____, or by email at _____.

The anticipated date the work shall begin is _____.

If you apply for one of the above opportunities as a Section 3 Resident or Section 3 Business Concern, you
will be required to submit information verifying eligibility status. Qualified Section 3 Residents and Section
3 Business Concerns will receive hiring preferences on Section 3 covered projects.

Housing Authority of Cook County

SECTION 3 APPLICANT FOR EMPLOYMENT AND TRAINING OPPORTUNITIES

Name: _____

Current Legal Address: _____

Phone Number: _____ Email Address: _____

Check the box or boxes below applicable to you. Documents to support your status as an eligible Section 3 Worker or Targeted Section 3 Worker may be requested and required if not already available.

☐ My total individual income for the prior year or annualized year is below 80% of Area Median Income (AMI) [*\$ amount to be inserted by PHA and updated annually*]:

☐ 2020 \$51,000.00 ☐ 2021 \$52,200.00

☐ I reside within the metropolitan or non-metropolitan county where this PHA is located.

☐ I am a resident of public housing

☐ List PHA and project name _____

☐ I am a Section 8 Voucher holder

☐ List Section 8 Agency administering your voucher _____

☐ I receive other housing assistance

☐ List PHA that manages your housing assistance _____

☐ I am a YouthBuild Participant

☐ List YouthBuild Program name, address, telephone number, and contact person: _____

By my signature below, I certify that the information provided on this form is accurate.

Printed Name

Signature

Date

SELF-CERTIFICATION AND SKILLS FORM

Graduated High School or GED (month/year): ☐ Yes ☐ No

I Read and Speak English Fluently: ☐ Yes ☐ No

I Read and Speak Languages Other Than English Fluently: ☐ Yes ☐ No

If Yes, list language(s) _____

Attended a Trade or Technical School: ☐ Yes ☐ No Graduated? ☐ Yes ☐ No

If Yes, list type Trade or Technical Specialty Studied: _____

Attended College: ☐ Yes ☐ No Graduated? ☐ Yes ☐ No

If Yes, list degree or completed studies: _____

Check the Skills and/or Trades in which you have been employed or contracted to do work for others:

- | | |
|---|---|
| <input type="checkbox"/> Data Entry | <input type="checkbox"/> Trim/Carpentry |
| <input type="checkbox"/> Receptionist | <input type="checkbox"/> Stucco |
| <input type="checkbox"/> Sales | <input type="checkbox"/> Window/Door Replacement |
| <input type="checkbox"/> Telephone Customer Service | <input type="checkbox"/> Construction Cleaning |
| <input type="checkbox"/> Administrative | <input type="checkbox"/> Exterior Framing |
| <input type="checkbox"/> Teaching/Training | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Drywall Hanging | <input type="checkbox"/> CDL License |
| <input type="checkbox"/> Drywall Finishing | <input type="checkbox"/> Roofing |
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| <input type="checkbox"/> Framing | <input type="checkbox"/> Heavy Equipment Operator |
| <input type="checkbox"/> HVAC | <input type="checkbox"/> Fencing |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Metal/Steel Work |
| <input type="checkbox"/> Interior Plumbing | <input type="checkbox"/> Welding |
| <input type="checkbox"/> Exterior Plumbing | <input type="checkbox"/> Other (list) |
| <input type="checkbox"/> Siding | <input type="checkbox"/> Other (list) |
| <input type="checkbox"/> Cabinet Hanging | <input type="checkbox"/> Other (list) |
| <input type="checkbox"/> Door Replacement | <input type="checkbox"/> Other (list) |

I certify that all of the information given on this Self-Certification and Skills form is true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I understand that proof of this statement may be requested in the future.

Printed Name

Signature

Date