



Housing Authority of COOK COUNTY

**HOUSING AUTHORITY OF COOK COUNTY (“HACC”)
REQUEST FOR PROPOSAL (“RFP”) NO. 2021-100-055
FOR
HACC WIDE ENVIRONMENTAL CONSULTING SERVICES**

ISSUED ON: OCTOBER 13, 2021

ISSUED BY: DEPARTMENT OF PROCUREMENT AND CONTRACTS

PROPOSALS MAY BE RECEIVED PRIOR TO, BUT NOT LATER THAN,
NOVEMBER 12, 2021 at 2:00 P.M., LOCAL TIME.

Housing Authority of Cook County
175 West Jackson Blvd., Suite 350
Chicago, IL 60604
Attn: Deborah O’Donnell, Procurement Manager

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

Proposals will not be accepted after the due date and time.

Respondent Name: _____

Contact Name: _____

Contact Telephone: _____

Contact Email: _____

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

Richard J. Monocchio, Executive Director

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KEY INFORMATION

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

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

2. **SUBMISSION DEADLINE AND PROCUREMENT TIMETABLE:** The following dates are set forth for informational and planning purposes; however, the HACC reserves the right to change the dates.
 - Issue RFP October 13, 2021
 - Request for Information Due Date and Time.....October 28, 2021 by 2:00 PM
 - Submittal Due Date and TimeNovember 12, 2021 by 2:00 PM

3. **NUMBER OF COPIES:**
 - Submit **1 signed original**
 - Submit **2 additional copies unbound**
 - Submit **3 USB Flash Drive**

4. **SUBMIT PROPOSAL TO:**

Deborah O’Donnell, Procurement Manager
Housing Authority of Cook County
Department of Procurement and Contracts
175 west Jackson Blvd., Suite 350
Chicago, Illinois 60604

5. **RIGHT TO CANCEL:** The HACC reserves the right to cancel this procurement process whenever the best interest of the HACC is served. The HACC shall not be liable for costs incurred by Respondents associated with this procurement process.

6. **ADDENDA:** Any interpretations, corrections, or changes to the RFP will be made by addenda issued by the HACC. Any addenda that are issued will be provided to prospective Respondents’, and posted on the HACC’s website at: www.thehacc.org. It is the responsibility of the Respondent to inquire of the issuance of any addenda. Respondents shall acknowledge receipt of all addenda in the cover letter of the response. If the HACC determines this RFP should be modified, it will inform all prospective Respondents by distributing addendum/addenda to this RFP before the date set for receipt of proposals.

7. **FALSE STATEMENTS:** Any false statement(s) made by the Respondent (s) will void the response and eliminate the Respondent(s) from further consideration.

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ARTICLE I INTRODUCTION

The Housing Authority of Cook County (HACC) is a municipal corporation, formed under the Illinois Housing Authorities Act charged with providing decent, safe and affordable housing for low-income persons. HACC provides federally-assisted housing, comprised of conventional public housing and Section 8 housing. HACC currently manages over 1,800 public and multifamily 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 HACC receives certain funding from the United States Department of Housing and Urban Development (hereinafter, “HUD”) and is entitled to apply for funding to acquire, construct, modernize, maintain, and operate public housing. In addition, the HACC administers several programs funded and regulated by the State of Illinois and the City of Chicago. These programs are parallel to federal housing programs and include conventional, rental assistance and community development components.

ARTICLE II DEFINITIONS AND ACRONYMS

A. DEFINITIONS

1. “Archeological Laws” shall mean, but are not limited to, the Archeological and Paleontological Resources Protection Act (20 ILCS 3435), Human Skeletal Remains Protection Act (20 ILCS 3440, as amended) the Department of Natural Resources Subchapter a: Lands Part 370 The Protection of Archeological Resources (17 IAC 370 et seq., as amended), Illinois Historic Preservation Agency Part 4170 and Part 4190 Rules, as amended, for the Protection, Treatment and Inventory of Unmarked Human Burial Sites and Unregistered Grave (17 IAC 4170 and 4190 et seq.), Missing Persons Identification Act (50 ILCS 722 et seq.) and any other federal, state, local or municipal laws, statutes, regulations, rules or ordinances imposing liability or establishing standards of conduct for protection of archeological resources or human remains.
2. “Archeological Resource” refers to any material remains of past human like or activities that are of archeological interest and at least forty (40) years of age, as well as the physical site, location, or context in which those remains are found.
3. Chicago Office of the Underground Construction – City of Chicago Department that requires the review of underground installations.
4. “Basic Fee” means the fee for Basic Services the HACC pays to the EC pursuant to their Contract.
5. “Basic Services” means the services to be performed by the EC pursuant to its Contract with the HACC, other than Additional Services.
6. “Bid Package” means all the documents distributed to potential bidders, including, but not limited to, the Invitations for Bids, Request for Proposals, Form of Contract, General Conditions, Special Conditions, Technical Specifications, Plans and Specifications, Updated Cost Estimates and any other documents distributed to Bidders by the HACC with the foregoing documents.
7. “Business Day” means Monday through Friday, excluding Federal or state holidays.

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8. “Capital Improvement Program or CIP” means the HACC’s overall program to provide the complete renovation or rehabilitation of its assets during the Plan for Transformation, a subsection of which are activities conducted under the Modernization Program.
9. “Certificate of Completion” means a certificate issued by the HACC to the Contractor upon completion of final inspection of the Work and approval thereof at the conclusion of the Close-out Phase.
10. “Certificate of Substantial Completion” means a certificate issued by the EC to the HACC establishing the Date of Substantial Completion of the Project.
11. “HACC’s Representative” means the construction management (“CM”) firm, person, or entity engaged by the HACC, under a separate contract with the HACC, to plan, coordinate, and oversees design and construction management activities, including the activities of the EC.
12. “Contract” means the agreement entered into between the HACC and the Selected Respondent(s) as a result of this RFP.
13. “Environmental Documents” means all of the Reports, Plans and Specifications, addenda, change orders and modifications, and all other prints, models, designs, computations, sketches, test data, photographs, renderings, plans, shop and accepted proposal drawings, and other materials relating to, or contemplated by, the services performed by the Selected Respondent or by any engineer, professional or professional consultants to, or engaged by the Selected Respondent in connection with the Project.
14. “Deliverables” shall mean those tasks, products, results or any other form of work product, whether tangible, intangible or otherwise, to be provided by the EC, and any such other or additional deliverables which may be set forth in an RFS .
15. “Engineer” means the person or entity engaged by the EC as either an employee or sub-consultant, and is a Registered Professional Engineer, licensed in Illinois.
16. “Firm Fixed Fee” means the fixed fee for Services required under a Task Order.
17. “Fully Loaded Hourly Rates” shall mean that hourly rate by particular type of worker, which includes all expenses, overhead, profit and fees of the Selected Respondent.
18. “Historic Artifacts” includes all grave artifacts and/or associated historical, cultural or archeological resources.
19. “Illinois Site Remediation Program refers to the voluntary remediation program as defined under 35 IAC 740 and 742 et seq., as amended.
20. ”Professional Archeologist – An individual that meets the qualification specified under Illinois Historic Preservation Agency Part 4190 Rules for the Protection, Treatment and Inventory of Unmarked Human Burial Sites and Unregistered Grave (17 IAC 4190.405 (et seq., as amended), Secretary of the Interiors “Professional Qualification Standards (48 FR 44 44738-9, as amended)”, and the approval of IHPA. Under the definition of professional archeologist (17 IAC 4190.405 (et seq., as amended), are defined three levels of technical qualifications for various types of investigations.
21. “Independent Cost Estimate or ICE” means the cost/price estimate of the Work for a Project. The ICE will be the basis for comparing costs or prices provided by the EC.

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22. “Project” means all consulting and engineering services described herein, and further described and defined in a Task Order related to the Work the Selected Respondent will perform at the Site pursuant to the terms of the Task Order issued under the Contract.
23. “Properties” means those certain parcels of land located in the City of Chicago, described in the Task Order.
24. “Request for Services” (RFS) means a written request from the HACC to the pre-qualified pool of Selected Respondent for the Selected Respondent to prepare and submit a Work Plan and Fee Proposal for Services related to a specific Project.
25. “Respondent” means the firm, company, organization, vendor, etc. responding to this RFP.
26. “Scope of Work” means a clear, concise description of the work to be performed pursuant to this Agreement (including, but not limited to, the EC’s design data and criteria, site drawings, technical specifications, environmental reports, and all HACC provided information).
27. “Selected Respondent” means the firm(s), companies; organization(s), vendor(s), etc. awarded a Contract under the RFP.
28. “Services” means, collectively, the environmental consulting services, duties and responsibilities described in the Project Documents and any and all work necessary to complete them or carry them out fully as required and in accordance with the terms of the Contract.
29. “Site Plan” means the plan of each Site and the environmental work required therein to be prepared, executed and/or documented by the Selected Respondent pursuant to a Task Order issued under the Contract.
30. “Special Conditions” means the Special Conditions of the Task Order issued under the Contract.
31. “Substantial Completion” means the milestone attained when the status of the Work, or a designate portion thereof, is sufficiently complete, in accordance with the Contract Documents, so that the HACC may occupy the Work or designated portion thereof for the use for which it is intended, and as certified by the EC.
32. “Task Order” means the order issued by the HACC that sets forth the description of the Project, scope of work, timeframe for performance and fixed fee for the EC’s Services to be performed in accordance with the term and conditions of the Contract Agreement.
33. “Work” means all labor, materials, and services required to be performed by the Selected Respondent to execute and/or document the Improvements in accordance with the Remediation or generally, and the Plans and Specifications or Task Order.
34. “Work Breakdown Structure or WBS” means a fundamental technique for defining and organizing the total scope of a Project, using a hierarchical structure illustrating all superior and subordinate tasks.
35. “Work Product” shall include all finished and unfinished originals or copies (when originals are unavailable) of documents, reports, writings, forms, work flow charts, methods. plans, designs, drawings maps, photographs, files, records, computer printouts, estimates, memoranda, papers, supplies, notes, recordings, videotapes, pictorial reproductions, laboratory results, field notes, compilations, system plans, flow charts, procedures, data, designs, other graphic representations, proprietary information, research findings, and other materials prepared by the EC under the Contract.

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B. ACRONYMS

ACM	Asbestos Containing Material
ASHERA	Asbestos Hazard Emergency Response Act
ASTM	American Society for Testing and Materials
BTEX	benzene, toluene, ethyl benzene, xylenes
CADD	Computer Aided Design Drawings
CCD	Capital Construction Department
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act of 1980
CERCLIS	Comprehensive Environmental Response, Contamination and Liability Information System
CFR	Code of Federal Regulations
CMBDC	Chicago Minority Business Development Counsel
CMS	State of Illinois Central Management Services
CSIR	Comprehensive Site Investigation
CSL	Combined Single Limit
CS	Consulting Services
DBE	Disadvantaged Business Enterprise
DRM	Data Records Management
EA	Environmental Assessment (refers to 24 CFR Part 50)
EC	Environmental Consultant
ECS	Environmental Consulting Services
EPA	United States Environmental Protection Agency
ERR	Environmental Record Review
ESA	Environmental Site Assessment
HAZMAT	Hazardous Material
HACC	Housing Authority of Cook County
HISWD	Historical Inventory of Solid Waste Disposal Sites
HMIRS	Hazardous Materials Information Records System
HUD	United States Department of Housing and Urban Development
IAC	Illinois Administrative Code
IAQ	Indoor Air Quality
IDIQ	Independent Delivery, Independent Quantity
IDOT	Illinois Department of Transportation
IDPH	Illinois Department of Public Health
IEPA	Illinois Environmental Protection Agency
IHPA	Illinois Historic Preservation Agency
ILCS	Illinois Compiled Statutes
ISRP	Illinois Site Remediation Program, often referred to as "SRP"
IT	Information technology
LUST	Leaking Underground Storage Tank
MBE	Minority Business Enterprise
MSDS	Material Safety Data Sheet
MWRD	Metropolitan Water Reclamation Department

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NEPA	National Environmental Policy Act
NFR	No Further Remediation Letter
NPDES	National Pollutant Discharge Elimination System
NPL	National Priority List
ODM	Office of Development Management
OSHA	Occupational Safety and Health Administration
PCB	Polychlorinated Biphenyl
PNA	Polynuclear Aromatic Hydrocarbons
QA/QC	Quality Assurance/Quality Control
RACR	Remedial Action Completion Report
RAP	Remedial Action Plan
RBC	Risk Based Corrective action (also referred to as RBCA)
RCRA	Resource Conservation and Recovery Act
REC	Recognized Environmental Condition (Defined in ASTM Standard 1527-05)
RELPE	Review and Evaluation Licensed Professional Engineer
RFP	Request for Proposal
ROR	Remedial Objectives Report
SARA	Superfund Amendments and Reauthorization Act
SMP	Soil Management Plan
SRP	Site Remediation Program
TACO	Tiered Approach for Corrective Action
TAT	Turn Around Time
TOC	Total Organic Carbon
TSCA	Toxic Substances Control Act
U.S.C.	United States Code
USDOT	United States Department of Transportation
USEPA	United States Environmental Protection Agency
USGS	United States Geological Survey
UST	Underground Storage Tank
VOC	Volatile Organic Compounds
WBDC	Women’s Business Development Center
WBE	Woman Owned Business Enterprise

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ARTICLE III INTENT AND PURPOSE

The purpose of this Request for Proposals (“RFP”) is to solicit proposals from qualified full service professional environmental consulting services firms to serve as Environmental Consultants (“ECs”) to (“HACC”) as it undertakes redevelopment, capital construction, property acquisition, rehabilitation and modernization activities in conjunction with its Redevelopment Plan, RAD Conversions and new construction.

To accomplish this task, the HACC is seeking full service professional ECs to provide environmental assessments, consulting and engineering services as outlined in this RFP that are related to HACC’s current property and proposed acquisitions. Additionally, the Respondent must have the ability to conduct peer reviews of Phase I and Phase II Environmental Site Assessment Reports in accordance with ASTM E 1527-05, as Amendment.

The construction activities that may need environmental consulting services include: environmental investigation and remediation of contaminated soil during the process of new construction, hazard assessments, and lead paint and asbestos abatement needed during the rehabilitation of buildings.

ARTICLE IV PROJECT BACKGROUND

The Selected Respondent(s) will provide environmental consulting services to support the HACC to ensure environmental compliance during construction related activities at HACC’s existing senior, family or mixed income communities, and new redevelopment sites. Additionally, Selected Respondent(s) will provide environmental due diligence activities associated with the acquisition of new property or the disposition of existing HACC property. The ECS will assist HACC staff in complying with a variety of federal, state and local laws, regulations and ordinances that provide for the safety and health of HACC residents, the surrounding neighbors to HACC properties and the local environment during the aforementioned activities.

ARTICLE V PROGRAM ADMINISTRATION

The HACC intends to award an Indefinite Delivery Indefinite Quantity (“IDIQ”) Task based Master Agreement Contract(s) to the selected EC Firm(s) to provide ECS based on their qualifications, knowledge, past experience, work plan/approach and hourly rates. The total Contract compensation amount for these services will be awarded as a not-to-exceed amount, for a base Contract period of not more than two (2) years in duration, with two (2), one (1) year options. The HACC reserves the right to award one (1) or more Contracts in connection with this solicitation

1. **Process – Requests for Services (“RFS”) Competitive Proposal for Services valued up to a maximum of \$350,000**
2. The Owner shall submit a RFS for Services valued up to a maximum of \$350,000 to all EC firms selected as part of this solicitation. Services valued in excess of \$350,000 are not the subject of this solicitation.

A. Requests for Services

The HACC may issue a RFS that will describe the scope of work, which will be governed by the Contract. The RFS will set forth:

- i. A scope of work;
- ii. A schedule of work;
- iii. Any necessary background information needed for the Project;
- iv. The required completion date.

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- v. By issuing a Notice-to-Proceed and Task Order in response to proposals received for a particular RFS, the Contract will be deemed to have been amended to include any such special conditions set forth in the RFS and the Selected Respondent’s accepted fee proposal with respect to that RFS only. The Consultant will not be required to respond to Requests for Services that are not within the scope of this agreement.

B. Competitive Task Ordering Procedures for RFS Proposal

- i. A scope of work for Services to be awarded pursuant to an RFS will be prepared by HACC. The Department of Procurement and Contracts’ (“DPC”) representatives will contact all ECs with an RFS and, if required, all ECs shall participate in a site visit.
- ii. On the basis of the scope of work, with input from the site inspection by the EC, the EC will forward a proposal for performing the work on a Firm Fixed Fee basis.
- iii. The EC will have a fair opportunity to be considered for each RFS issued under the Contract up to the not-to-exceed amount of compensation set forth in the EC’s Contract, except as provided for in section D below.
- iv. The EC agrees to submit proposals to DPC in response to each RFS that will be issued by the HACC under the Contract.

C. Task Order Selection Criteria

The HACC may request best and final offers from all EC’s. The Task Order will be awarded to the responsive and responsible EC with the lowest negotiated price.

D. Exceptions to Task Order Selection Criteria

- i. Each EC shall have a fair opportunity to be considered for a RFS Task Order, unless one of the following exceptions apply:
 - a. The HACC’s need for the services is so urgent that providing a fair opportunity to an EC would result in unacceptable delays (due to a public exigency or emergency, in accordance with 24 C.F.R. 85.36(i) (B));
 - b. The Task Order must be issued on a non-competitive basis in the interest of economy and efficiency, because it is a logical follow-on to the Services being performed under a previously issued Task Order, provided that all ECs were given a fair opportunity to be considered for the original award if a RFS Task Order; or
 - c. It is necessary to place a Task Order to satisfy an EC’s minimum guarantee in its Contract.
- ii. Any proposed utilization of the exceptions to Task Order selection considerations must have the prior written approval of the HACC’s Contracting Officer.
- iii. The EC acknowledges and agrees that:
 - a. The HACC is under no obligation to issue any work pursuant to a RFS;
 - b. The level of Services requested may vary by Project; and
 - c. The HACC, at the sole discretion of the HACC’s Contracting Officer, may enter into similar agreements with other EC’s and award work to them pursuant to a RFS, or enter into other agreements for EC professional services pursuant to separate procurements.

E. Response to RFS

- i. The EC will respond to a RFS by submitting a Firm Fixed Fee Proposal and Work Plan to the Department of Procurement and Contracts, which shall describe, as applicable:

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- a) The EC's approach to performing those Services;
 - b) A work break down structure, if applicable, for completion of Services;
 - c) A list of the Deliverables to be provided;
 - d) A schedule for Completion;
 - e) A staffing schedule and list of subcontractors to be utilized;
 - f) The requisite MBE/WBE/DBE and Section 3 Utilization Plans; and
 - g) Certificate of applicable Insurance(s).
- ii. All work plans submitted in response to a RFS must include a schedule of milestone events, work and deliverables, personnel and reimbursables to be assigned to tasks, a list of subcontractor(s) as appropriate, the schedule of task reporting, and recommendations for other or future work not included in the Task Order as appropriate.
- iii. The response to the RFS shall conform to the terms and conditions of the Contract. The Firm Fixed Fee Proposals and Work Plans in response to a RFS will constitute irrevocable offers for a period of one hundred eighty (180) calendar days after receipt by the HACC. After receiving all proposals, the HACC, in its sole discretion, may choose not to award a RFS Task Order. Any costs associated with the preparation of Proposals/Work Plans will not be reimbursable under the Contract or resulting Task Order.
- iv. HACC will review each submitted proposal and issue a Task Order to the EC whose Firm Fixed Fee Proposal/Work Plan is deemed to be in the best interest of the HACC, unless the HACC, in its sole discretion, chooses not to award a Task Order.
- v. ECs are expected to respond to each RFS, unless otherwise specified by the HACC's Contracting Officer. If the EC chooses not to respond to a RFS, a written notice with the reason it is not responding must be submitted to the HACC by the deadline to respond to such RFS. HACC reserves the right to accept or reject an EC's written notice. A rejected notice will count as a failure to respond to the RFS.
- vi. The EC may elect not to respond to up to a total of three (3) RFS's during each Contract year. Submitting a Proposal/Work Plan after the submission due date required by a RFS shall be considered a failure to respond to a RFS. Failure to respond to four (4) RFS's in a contract year shall be grounds to terminate the Contract for Cause.
- vii. The HACC's acceptance of a Proposal/Work Plan to a RFS will be demonstrated by the issuance of a Task Order and a Notice-to-Proceed signed by HACC's Contracting Officer or his/her designee, which directs the EC to perform the ECA in accordance with the RFS Task Order. The EC will not commence ECS, and the HACC will not be liable for any costs incurred by, or for payments to be made to, the EC without a Notice-to-Proceed so executed. All approved Work Plans will be governed by the terms and conditions of the Contract.
- viii. Any conflict among the contract documents will be interpreted in the following order of precedence: the terms of the Contract, Task Order, an approved Work Plan and this RFP. Any terms and conditions in a Work Plan submitted by the EC, which otherwise conflict with, are inconsistent with, or address matters not addressed in the Contract or RFS are void and of no effect on the HACC (notwithstanding any other approval contemplated or provided for under the Contract), unless accepted in writing by HACC's Contracting Officer as an amendment to the Task Order.
- ix. The EC acknowledges and agrees that the HACC may select from among those Proposal/Work Plans submitted in response to a RFS the Proposal/Work Plans deemed to be in the best interests of the HACC, or may reject any and all Proposal/Work Plans submitted in response to a RFS. The EC further

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acknowledges and agrees that the Contract and any Work Plan may be subject to HUD approval and that, if such approval is required, the EC will not perform any Services relating to a Work Plan until such approval is obtained.

- x. Deadlines for Submittal of Proposals and Work Plans. Proposals/work plans for the RFS Services shall be submitted within five (5) business days of the issuance of the RFS unless otherwise specified in the RFS. Requests for Information ("RFIs") shall be due on the second business day following the site visit, if applicable. Failure to provide a Proposal/Work Plan on a timely basis shall result in rejection of the Proposal/Work Plan.
 - xi. Negotiation. The HACC reserves the right, at its option, either to accept a proposal and work plan submitted by the EC without further negotiations, or to negotiate with all ECs.
- F. The Services (as described in Article VI herein) will be ordered by issuance of Task Orders by the HACC's Capital Construction Department or Office of Development Management through Department of Procurement and Contracts on the Owner's Purchase Order forms. The EC shall not proceed with any Services required by a Task Order until a Notice to Proceed is issued. The Notice to Proceed shall provide begin dates and end dates for the Services required under each Task Order. All Task Orders are subject to the terms and conditions of the Contract. The Contract's terms and conditions shall supersede those appearing on the reverse side of the Owner's Purchase Order forms that are maintained for the Owner's records, as well as the terms and conditions on a Task Order. If mailed, a Task Order is considered "issued" when the Owner deposits the order in the mail. Orders may not be issued orally, but may be issued by facsimile, or by electronic commerce methods.

G. Claims for Additional Costs

In the event that additional Services not described in the Task Order are discovered to be necessary or are requested by the HACC, the EC must submit a Task Order modification on a form approved by the HACC for those additional services within seven (7) calendar days of said discovery or request. Upon receipt of written approval from HACC's Contracting Officer, the EC shall proceed to complete the additional services. Without said written approval, the EC shall not be allowed any additional costs. In any event, the EC may not make any claims against the HACC for equitable adjustments, additional costs, direct or indirect; or fees after completion of a Task Order assignment.

ARTICLE VI SCOPE OF SERVICES

A. SCOPE OF SERVICES/STATEMENT OF WORK

a. SCOPE

Environmental consulting services are required in order to effectively meet the Housing Authority of Cook County's requirement for environmental assessment, remediation and engineering services at various dwelling and non-dwelling properties and other facilities and sites owned by the HACC or under consideration for acquisition.

b. STATEMENT OF WORK

The EC will provide complete environmental consulting services in connection with modernization activities at the Properties, as are usually and customarily performed, rendered or done by environmental consultants preliminary to and in connection with redevelopment, capital construction, property acquisition, rehabilitation and modernization activities of dwelling and non-dwelling buildings, facilities or sites, including, but not limited to, all such work and services as are described below and each Task Order issued there under the Contract (herein referred to as a Project).

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The Selected Respondents, upon issuance of a Task Order by HACC, shall provide professional environmental services including but not limited to:

- i. Preparing technical specifications for environmental remediation services to be procured by the HACC. Such services may include, but are not limited to: lead and asbestos abatement; Underground Storage Tank (UST) removal; remediation of Polychlorinated Biphenyl (PCB) contaminated soil and groundwater; various environmental testing, which can include tests for lead, asbestos, indoor air quality (IAQ), PCBs, hazardous waste, and other contaminants, archeological investigations and the oversight and reporting of environmental remediation conducted under the SRP.
- ii. Designing various remediation projects for the HACC. Such projects may include, but are not limited to: Leaking Underground Storage Tanks (LUSTs); lead abatement; asbestos abatement; hazardous waste removal; PCB soil remediation and SRP projects.
- iii. Advising the HACC on various environmental issues. Such issues may include, but are not limited to: lead and asbestos testing and abatement; UST removal; remediation of contaminated soil and/or groundwater; hazardous waste removal and disposal.
- iv. Interfacing with various Federal, State, and local agencies on behalf of the HACC. Such agencies can include, but are not limited to: USEPA; USDOT; OSHA; IEPA; IDPH; IHPA: City of Chicago Department of Environment; Chicago Fire Marshal; City of Chicago Building Department; City of Chicago Department of Streets and Sanitation; the Chicago Department of Health: the Chicago Department of the Underground.
- v. Researching applicable Federal, State, and local regulations and informing HACC of pertinent changes in regulations.
- vi. Providing environmental oversight of field activities during lead and asbestos abatement, and during environmental remediation activities, which may include reconciliation of remediation draws by the remediation contractor.

More specifically the Selected Respondent may be required to provide all professional environmental consulting services to obtain No Further Remediation (NFR) letters for HACC redevelopment sites (Sites) through the Illinois Environmental Protection Agency’s (IEPA’s) voluntary Site Remediation Program (SRP), including but not limited to site investigation, contaminant delineation, remediation oversight and all required report writing as specified under 35 IAC 740 and 742 et seq, asbestos and lead abatement and other environmental services described in detail below.

B. Phase I - Environmental Site Assessments (ESAs)

1. Prepare Phase I ESAs in accordance with ASTM Standard E1527-05 (or most recent update) and include historic certified Sanborn Maps.
2. When applicable, include a limited visual asbestos inspection to determine the potential presence of asbestos-containing materials (ACM), a determination as to the potential presence of PCB-containing ballasts and/or equipment, as well as a determination as to the potential presence of lead-based paint
3. Provide a to-scale CADD drawing of the site as a part of the report showing, at a minimum:
 - a) Property Boundaries
 - b) Location of all recognized environmental conditions (RECs)
 - c) Streets and Landmarks

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4. In addition to conclusions and recommendations, provide a simple work plan for recommendations for further work. If a Phase II ESA is recommended, provide sample locations, number of samples and analysis recommended, and any other additional work.
5. Incorporate changes as a result of HACC review.
6. The following additional services may be requested including any or all of the following activities:
 - a) Present Land Uses
 - b) Location and size of the site (include photographs of site).
 - c) Legal Description.
 - d) Description of Structures and usage, including date of construction.
 - e) Description of adjacent land uses (check aerial maps, if available, and census records, past and present).
 - f) Description of geography, hydrology, topography, etc.
 - g) Describe with particularity all activities at the site i.e., manufacturing processes, waste disposal, cleaning activities, etc.
 - h) Describe the current owner/operation's environmental compliance program.
 - i) Site History
 1. Identify previous uses and history of adjacent land uses.
 2. Research past owners or operators at site who may have generated, treated, stored or disposed of hazardous materials.
 - j) Historic research
 1. Deed and title search
 2. Municipal documents i.e., permits, zoning ordinances, tank registrations
 3. Business directories
 4. Cartographic sources including Sanborn fire insurance maps, USGS Topographic maps, zoning maps, land use maps, and aerial photographs
 5. Other governmental records
 6. Newspaper accounts, court records, technical publications, archival records, company records and brokerage directories
 7. Census records
 8. Interview past and present owners and operators, including tenants, and if necessary, employees
 - k) Regulatory Records Review
 1. Database reviews of hazardous wastes and hazardous substances such as, but not limited to: RCRA compliance and notification; USTs; CERCLA/SARA; MSDS and Manifests; HMIRS; determining the nearest NPL and CERCLIS sites; etc.
 2. Contacting appropriate regulatory agencies for review of permits, licenses, copies of any documents filed or received, etc.
 3. The Security and Exchange Commission records must be checked to ascertain mandated disclosures of the company's environmental liabilities and policies.
 4. Compliance with state and local codes including notices of violation, notices of inquiry or citations.
 5. Investigating environmental liens.
 6. Investigating adjacent property uses through directories, title searches, etc.
 - l) Site Walk-Through with Plant Managers/Representative
 1. Identify visible signs and extent of contamination
 2. Inspection of stained or disturbed soils; unusual topographical conditions; distressed vegetation, identify extent of findings and locate on site map.
 3. Pits/ponds/lagoons/piles
 4. Surface waters and drainage
 5. Containment/materials stored on site
 6. Evidence of any observed release

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7. Potential migration pathways including soil exposure pathways
8. Dumpster areas
9. Differential settlement
10. Debris
- m) Waste Streams
 1. Disposal on-site and off-site
 2. Manifests
 3. Destination
- n) Wastewater/Wastewater pretreatment
- o) NPDES permits
- p) Municipal sewer permits
- q) Evidence of compliance with permits/test results
- r) Solid Waste
- s) Liquid, Hazardous, Non-Hazardous, and Special waste Disposal Service
- t) Air Emissions
 1. Permits
 2. Pollution control devices
 3. Evidence of compliance with permits/test results
 4. Odors, fumes or dust
 5. Dispersion Modeling
 6. Noise and Vibration
 7. Monitoring
 8. Reporting and interpretation
- u) Buildings
 1. Investigate stained or damaged floor drains
 2. Containers/drums containing hazardous materials--evidence that may suggest that hazardous materials may have been improperly stored, used, treated or disposed at the site
 3. Asbestos Survey--to determine if asbestos was either in the construction of the facility or added after construction i.e., roofing materials, flashing, ceiling or floor tiles, heating or pipe insulation; inspect the condition of the material i.e., is it friable.
 4. Check ventilation systems
 5. Loading docks
 6. Waste treatment areas
 7. Electrical equipment
 8. Storage areas
 9. Radon
 10. Lead paint, including lead surveys for single, multi-family dwellings housing children with elevated blood lead levels
- v) Above Ground and Underground Storage Tank (UST) Investigation
 1. Visual inspection to locate tanks or equipment related to the tanks i.e., information related to size, age and contents
 2. Check registration with state and local authorities and all other applicable regulatory agencies.
 3. Leaking underground storage tanks (LUSTs)
 4. Check if USTs have been removed, testing records, the status of any tanks abandoned in place.
- w) PCB Investigation
 1. Identify presence of polychlorinated biphenyls (PCBs) in electrical transformers, ballasts, capacitors, and other hydraulic equipment.
 2. Determine ownership
 3. Check for leaks
- x) Owner/Operator's spill prevention program and employee safety program

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- y) Method of treatment and disposal of wastes
- z) Barrels, Drums and other Containers of Chemical Waste, including but not limited to the following:
 - 1. Identification and classification of contents.
 - 2. Notification to proper regulatory agencies.
 - 3. When requested, contact the applicable governmental agency for analysis and legal removal/disposal.
- aa) Neighborhood Hazardous Waste Activity Review. Check with the United States and Illinois Environmental Protection Agencies regarding sites within one mile radius of subject property to determine whether hazardous waste activities were conducted on neighboring properties.
 - 1. Review Historical Inventory of Solid Waste Disposal Sites (HISWD) for northeastern Illinois to determine the presence of any known landfill sites within one mile radius of the subject property.
- bb) Recommendations for Further Action(s)
 - 1. Identification and characterization of environmental hazards.
 - 2. If requested by the HACC, preparation of a statement regarding the nature and extent of problems and an estimate of costs to correct them.
 - 3. Findings, Conclusions and Recommendations.
- cc) Performing all or part of a Phase II Audit as requested by the HACC, including any or all of the following activities:
 - 1. Asbestos/Lead. If Asbestos/Lead Containing Materials are found during the Phase I Audit or are suspected, samples should be collected for lab analysis.
 - 2. Sampling and Testing of Underground Storage Tanks
 - a. Tank Tightness Methods
 - 1.) Hydrostatic
 - 2.) Vacuum
 - b. Leaking Tanks
 - 1.) Soil Sampling
 - 2.) Priority Pollutants
 - 3.) Benzene, Ethyl benzene, Toluene and Xylene Test
 - 4.) Polynuclear Aromatic Hydrocarbons (PNAs)
 - 5.) Heavy Metals
 - 6.) Pesticides
 - 7.) Volatile Organic Compounds
 - c. Groundwater Analysis
 - 1.) Sampling
 - 2.) Establishing monitoring wells; generating reports
 - 3. Adjacent Land/Pollution, suspected contamination. All work shall meet the current standards of the Illinois Site Remediation Program as defined under 35 IAC 740 and 742 et seq., including lab certification
 - a. Soil sampling and analysis
 - b. Groundwater sampling and analysis
 - c. Findings, Conclusions and Recommendations
 - d. Report on results of Phase II ESA including, but not limited to the following:
 - 1.) Describe work, including sampling methods, equipment used, etc.
 - 2.) Tabulate analytical results and compare to Tier 1 standards
 - 3.) Provide a site map(s) and show sampling locations including graphical depictions of locations where Tier 1 standards have been exceeded identifying the contaminants of concern and the levels exceeded
 - 4.) Provide soil boring logs and well installation and development data

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- 5.) Make recommendations for further Phase II ESA activities to delineate horizontal and vertical extent of contamination.
 - 6.) If no additional Phase II activities are required, submit Phase I & II ESAs as the Comprehensive Site Investigation Report (CSIR) to the IEPA.
 - 7.) Incorporate changes from HACC, after review
4. Environmental Drilling, Sampling and Laboratory Testing Services
 - a. HAZMAT 40-Hour OSHA trained drillers and drilling service with capabilities to perform environmental subsurface investigations
 - b. Groundwater monitoring well installation
 - c. Environmental sampling of groundwater
 - d. Environmental laboratory testing of soil and groundwater samples including analytical testing at USEPA certified laboratory
 - e. Provide appropriate materials for the collection, shipping and handling of samples for testing
 5. Recommendations for Further Action, if requested by the HACC. Consultant shall utilize Risk-Based Corrective Action (RBCA) procedures or other standards as designated by the HACC (i.e., tiered approach to clean-up objectives).
 6. Cost Estimates for Remediation Activities, if requested by the HACC.
 7. Performing Phase III Remediation Activities as directed by the HACC. The HACC will determine the extent of any remediation it deems necessary and practical to undertake. The Consultant may be requested to prepare all necessary specifications, plans, and/or drawings required for the HACC to bid the remediation work or for the Consultant’s Team Member(s) to perform the actual site remediation work. The scope of work may include, but not be limited to the following:
 - a. Prepare all necessary specifications, plans, drawings for the actual site remediation work including surveying, preparation of topographic maps and cost estimates
 - b. Notification of Appropriate Authorities and Regulatory Agencies
 - c. Timely reporting to all agencies as required by Federal, State or local laws and regulations.
 - d. Removal (USTs, soil, drums)
 - e. Asbestos removal
 - f. On-site treatment
 - g. Groundwater Remediation and Monitoring
 - h. Disposal Procedures
 - i. Operations and Maintenance Program
 - j. Procedures regarding Abandonment of a Site
 - k. Recommendations for Further Action, if requested by the HACC
 - l. IEPA-LUST Reimbursement
 - m. Lead abatement and/or lead abatement oversight activities
 - dd. The HACC reserves the right to have Phase III Remediation Activities performed in any of the following manners:
 1. Competitively bid the site remediation work, on a project by project basis.
 2. Utilize firms under existing HACC contract.
 3. Consultant performs site remediation by its proposed Team Member(s).

C. NEPA Review in Response to HUD Part 50/58 Environmental Assessment Requirements

Perform an environmental assessment (EA) of the full scope of the subject proposed federal project action, prepare a written narrative report of the findings of the EA, prepare an environmental review record (ERR) documenting the entire assessment process, and recommend a level of clearance determination in accordance

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with current U.S. Department of Housing and Urban Development (HUD) procedures for compliance with the National Environmental Policy Act (NEPA) and other authorities, as set forth in 24 CFR Part 50/58 and HUD guidelines for performing reviews in compliance with NEPA. HACC anticipates the following steps to complete this task:

- a) Define scope of project by working closely with HACC and/or HACC’s Responsible Entity (defined under 24 CFR Pt. 58 et seq., as amended).
- b) Perform a historic property review in compliance with 36 CFR 800 et seq., as amended, commonly referred to as a 106 review.
- c) Perform an EA in accordance with the HUD recommended format in 24 CFR Part 50/58 and HUD guidelines for performing reviews in compliance with NEPA, including noise assessment. The noise assessment may be requested by HACC as a numerical estimate or actual 24 hour measurements. Either method must follow HUD guidance documents for noise assessments.
- d) Identify, review, organize and assemble all documentation required for the EA into one comprehensive document.
- e) Maintain a written record of the environmental review undertaken for the project. The ERR must be appropriate for public review.
- f) Coordinate and conduct public meetings and community outreach and education meetings during which the findings of the EA must be presented and discussed, as requested by HACC.
- g) (Optional) At the request of HACC perform a Phase I Archeological Investigation. A Phase I investigation consists of a combination of background research and fieldwork designed to identify resources and define site boundaries within a given project area or Area of Potential Effect (APE). Phase I fieldwork consists of a number of methods including pedestrian survey, excavation of shovel test probes, remote sensing, and deep testing of appropriate landscapes. The use of specific field methods and techniques is dependent upon the type of ground cover present, the topographic setting, and the amount of observed disturbance in a given situation. This work will require consultation with the HACC and IHPA staff and will require IHPA approval prior to commencement of both the archeological consultant and the scope of services to be performed.

h) Phase II ESA – Delineation

All delineations will take into account revisions to the requirements in the SRP to include the evaluation of the soil vapor intrusion pathway that became part of the SRP regulations on July 15, 2013, and which may be amended from time to time. The purpose of this work is to delineate the horizontal and vertical limits of contamination and to collect all information needed to complete the CSIR required by the IEPA SRP. Work in addition to that described above may include the collection of soil samples from non-impacted areas for total organic carbon (TOC) fraction for the calculation of Tier 2 objectives. It may also include performing slug tests to establish hydraulic conductivity.

As with all reports, allow for time to incorporate HACC and Developer comments before submitting report to the agency. At the completion of the approved report, and with the approval of HACC, enroll the site in the IEPAs voluntary site remediation program (SRP), along with forms DRM-1 and DRM-2. The Consultant may be required to provide the enrollment and review fees associated with this filing to the IEPA, to be reimbursed by HACC at cost. The Consultant will respond to all IEPA comments until approval is obtained working with comments from HACC.

D. Remedial Objectives Report (ROR) and Remedial Action Plan (RAP)

Prepare a ROR and a RAP that describe the proposed method(s) of remedial action at the site for the eventual issuance of a NFR letter for the site. Although previous HACC redevelopment sites to date have been remediated by removing contaminated media from the site, this should not preclude other options that meet the

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schedule requirements of the development and may be cost effective. The Developer and HACC will review these documents, prior to submittal to the IEPA. The Consultant will respond to all IEPA comments until approval is obtained.

E. Soil Management Plan (SMP)/Cut & Fill Calculations

Based on the findings of the CSIR, and the work proposed in the ROR and the RAP, prepare an SMP to detail the management of contaminated materials and provide guidance for individuals involved in the remedial action work. The SMP should identify remediation zones, offer guidelines for handling soils and materials from each zone and identify contingency equipment needed to minimize releases to the environment and to protect worker health and safety. The roles and responsibilities of HACC, Developer, Developer sub-contractors and Consultant must be identified in the SMP.

As a part of this effort, perform cut & fill calculations for the site. These calculations should include a breakdown of soils by waste characterization (hazardous, special, etc.) as well as soils being removed as part of the development (incremental price needed for special disposal requirements such as soil excavated for foundations), and as part of general remediation including the amount of clean backfill that is required to replace contaminated soil. Work on these numbers will involve arriving at consensus between the Developer and HACC.

F. Phase III - Site Remediation/Engineered Barrier Installation Oversight

- 1) Provide field personnel for oversight, verification and documentation of quantities for the following:
 - a. The removal of contaminated soils associated with construction and remediation activities, including verification of depths and dimensions.
 - b. The construction and remediation activities associated with engineered barrier installations, including verification of depths and dimensions.
 - c. The storage and placement of clean soils that are brought to the site, including field screening as it arrives at the site for indications of contamination.
- 2) Field personnel will sign waste manifests (as agents of HACC)
- 3) Collect soil samples as required to satisfy requirements of IEPA SRP documents.
- 4) Provide air monitoring for volatile organic compounds (VOCs), particulates and other contaminants of concern as required and/or requested by HACC.
- 5) Obtain water samples and conduct design services necessary to apply for and obtain discharge permits from the Metropolitan Water Reclamation District of Greater Chicago (MWRD), if requested by HACC.
- 6) Consultant to attend coordination meetings with HACC and developer.
- 7) Provide monthly status reports regarding a summary of site activities, percent complete for each work area, quantities of contaminated soil removed, issues to be resolved, etc.
- 8) Consultant will verify the volumes of contaminated soil removed from the site and clean soil delivered as part of the reimbursement process with the Remediation contractor selected for the site
- 9) Consultant will notify HACC when the estimated volumes of contaminated soil and/or clean fill are exceeded and will proceed with a variance investigation at the request of HACC.

G. Remedial Action Completion Reports (RACR)

At the completion of work, compile information required and prepare RACRs for the number of zones identified. After review and comment by the HACC and Developer, the Consultant will incorporate changes and submit

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reports to the IEPA. An Illinois Licensed Professional Engineer must certify the RACRs. The Consultant will respond to any comments provided by the IEPA until a comprehensive NFR letter is obtained.

H. Targeted Remediation Services

Provide any and all services required to conduct the following activities associated with remediating targeted areas of the property prior to on-site Developer activities:

- 1) Underground storage tank (UST) removal
- 2) Illegal dump clean-up
- 3) Removal of hazardous materials of construction abatement (including, but not limited to, lead based paint, asbestos containing materials, mercury, PCBs and other hazardous materials).
- 4) Removal of PCB contaminated soil, including the preparation and submission of supporting reports as required under 40 CFR 761, et seq. (USEPA TSCA regulations).
- 5) Evaluation for the potential for Soil Vapor Intrusion (per ASTM E2600-08 and the appropriate sections of 35 IAC 740 and 742 et seq.), including the sampling and testing for potential soil gas contaminants of concern.
- 6) Radon measurement in existing buildings.
- 7) Removal of miscellaneous waste management.

I. Asbestos, Lead and Microbial Services

- 1) Inspect, sample and quantify suspect asbestos, lead and mold containing materials as requested by HACC.
- 2) Perform oversight of asbestos and lead based paint removal, including air monitoring and documentation of all activities, as required by USEPA, IDPH, OSHA and City of Chicago ordinances, as requested by HACC.
- 3) Provide air monitoring for respirable dust and particulate matter (PM10) at HACC demolition sites.
- 4) Attend coordination meetings with HACC and/or general contractor.
- 5) Respond to violations and inquiries by USEPA, IDPH, OSHA and City of Chicago Department of the Environmental and other Federal, State and local agencies, as requested by HACC.

J. Miscellaneous Site Services

Provide through sub-contract arrangements or in-house staff the following services:

- 1) Surveying services associated with site layout, establishment of site boundaries, cut and fill calculations and volumes of waste removed from site.
- 2) Installation of security fencing including gates, locks and signs.
- 3) Stand-alone noise monitor pursuant to HUD guidelines, 24 CFR PT. 50/58 et seq. as amended and applicable current HUD guidance documents.

K. Program Environmental Consulting

Assist HACC on an as needed basis to administer and advise in any way required to assist ODM in the completion of the redevelopment program. Tasks may involve any or all of the following:

- a. Review reports completed by other Consultants;
- b. Provide administrative assistance including filing, copying and other administrative functions.

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- c. Provide project management assistance including tracking progress, budgets, schedules, and deliverables from environmental consultants;
- d. Coordinate environmental consultant investigations, sampling, and reporting;
- e. Advise ODM staff on remediation, excavation and haul agreements, reviewing unit costs, remedial quantities, and remedial cost estimates;
- f. Assist with the development of consistent reports;
- g. Coordinate waste characterization sampling, soil waste profiles, permitting and manifesting;
- h. Provide support in negotiating contract change orders with project environmental consultants and remediation contractors;
- i. Attend meetings and coordinate with regulatory agencies and with various City Departments and other government agencies; and
- j. Provide information technology (IT) services associated with developing and maintaining web sites associated with each site, when requested by HACC.
- k. Research applicable Federal, State, and local laws statutes, ordinances, rules and regulations and inform the HACC of pertinent changes in same in support of the Program.

L. RELPE

Provide document review as a “Review and Evaluation Licensed Professional Engineer (RELPE) as requested by the HACC. (Note: State in proposal whether or not applicant has acted in this capacity with the IEPA on previous projects.)

M. Reliance

The selected Respondent(s) will be required to provide expressed written authorization, for additional parties, such as developer(s) and mortgagor(s) of the subject project, to rely upon the accuracy of the information, findings, or conclusions contained within any and all reports produced in conjunction with this program, This authorization is to be in the form of a Reliance Letter, at no additional charge.

N. Certification to HUD of the Reasonableness of Costs and Services

The selected Respondent(s) will be required to provide expressed certification to HUD that the costs of remediation, unit prices and other remediation activities are within standard and customary costs. Project cost over runs must be documented and explained, as required by HACC. This certification is to be charged at the hourly rates stated on the Fee Proposal Form.

O. Deliverables.

The successful Respondent(s) will provide as part of their services certain deliverables which will be adequate to maintain the various environmental compliance regulations that cover the HACC properties.

- 1) Deliverables may include reports as listed in the scope of service, schedules, photographs, descriptive graphics as required, records, surveys, inspections, recommendations and “due diligence” documents.
- 2) Reports, studies, surveys, property inspections, recommendations and similar documents will be provided in written and bound form with photographic documentation and graphics adequate for the use intended. All reports will be submitted in triplicate, with original quality graphics.

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- 3) Phase III deliverables may require the preparation of all necessary specifications, plans, drawings for the actual site remediation work including surveying, preparation of topographic maps and cost estimates required for the HACC to bid the remediation work.

P. Accounting Statements.

The Environmental Consultant shall submit separate statements for costs incurred on the Project for each separate HACC building (noting each HACC building designation number), as required pursuant to the Contract.

Q. Standard of Performance / Governing Regulations / Guidances / Manuals

All work to be performed under this Contract shall be in compliance with the latest version or edition of all pertinent federal, state and local statutes, ordinances, regulations, rules, recommendations and guidelines, including but not limited to:

- 1) U.S. Environmental Protection Agency (EPA) 40 CFR Part 763
- 2) U.S. Department of Housing and Urban Development (HUD) Regulations, 24 CFR Part 35
- 3) U.S. Department of Housing and Urban Development, Lead-Based Paint Interim Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing, June 1995 edition and subsequent revisions thereto
- 4) Illinois Environmental Protection Agency (IEPA) 35 IAC 732, Illinois LUST Program, June 1997 edition and subsequent revisions thereto
- 5) IEPA 35 IAC 740, Illinois Site Remediation Program (SRP), June 1997 edition and subsequent revisions thereto.
- 6) IEPA 35 IAC 742, Tiered Approach to Corrective Action Objectives (TACO), June 1997 edition and subsequent revisions thereto
- 7) 41 Illinois Administrative Code Part 170, entitled "Storage, Transportation, Sale and Use of Petroleum and other Regulated Substances
- 8) National Emissions Standard for Hazardous Air Pollutants (NESHAP)
- 9) Rules and Regulations for the Asbestos Abatement Act, as amended, (Illinois Administrative Code, Chapter I; Department of Public Health (IDPH) Subchapter p: Hazardous and Poisonous Substance, Part 855, Asbestos Abatement for Public and Private Schools in Illinois)
- 10) Rules and Regulations of the Lead Poisoning and Prevention (77 Illinois Administrative Code, Chapter I; Department of Public Health (IDPH) SubChapter p: Hazardous and Poisonous Substance, Part 845 Lead Poisoning Prevention Code).
- 11) Archeological and Paleontological Resources Protection Act (20 ILCS 3435),
- 12) Human Skeletal Remains Protection Act (20 ILCS 3440)
- 13) Department of Natural Resources SubChapter a: Lands Part 370
- 14) The Protection of Archeological Resources (17 IAC 370 et seq.),
- 15) Illinois Historic Preservation Agency Part 4170 and Part 4190
- 16) Rules for the Protection, Treatment and Inventory of Unmarked Human Burial Sites and Unregistered Grave (17 IAC 4170 and 4190 et seq.),
- 17) Missing Persons Identification Act (50 ILCS 722 et seq.)
- 18) Protection of Historic Properties (36 CFR 800 et seq.)

In addition, the EC may provide electronic files and media in formats directly readable and compatible with the Owner's CADD software and information management software. The following formats are acceptable:

- AutoCAD DWG or DXF for all graphics.
- Microsoft WORD for text.
- Microsoft Excel for data.
- CD ROMs

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- Acrobat PDF
- Other formats upon written approval of the HACC.

Before files are placed on delivery media, the EC shall perform the following procedures:

- Remove all extraneous graphics outside the border area and set active parameters to standard setting or those in the seed file
- Assure all reference files are attached without device or directory specifications
- Compress and reduce all design files using the appropriate utilities (note: a digital media copy of the decompression utility shall be provided with the deliverable if appropriate. e.g. PKUNZIP)
- Include all files, graphic and non-graphic required for the Project
- Assure that none of the files are device and directory dependent
- Document all non-standard fonts
- Check all transferred media, software and data for viruses with recognized, commercial quality anti-virus software and specify, in writing, the name and version of the anti-virus software
- Upon request, the EC shall supply the HACC with a copy of the actual software used for virus checking and removal.

ARTICLE VII REQUIREMENTS

Proposals will only be considered from EC’s meeting the following requirements for Environmental Professionals:

- Minimum of ten (10) years environmental assessment, consulting and engineering service experience;
- Professional engineering license(s) in the State of Illinois;
- Professional Geologist license(s) in the State of Illinois;
- Principals and/or other team members shall have current lead and asbestos licenses, certifications and training, including HAZMAT training under 29 CFR 1910.120 et. seq. in sufficient quantity to perform the work.

ARTICLE VIII SUBMITTAL REQUIREMENTS

Respondents shall present their proposals as a firm offer which, if accepted by the HACC in its entirety, shall be binding between the parties. Each Respondent is required to submit one (1) package of original materials, which shall include a signed Letter of Interest, two (2) additional copies of the material on plain paper and three (3) electronic copies (e.g., flash drive, etc.) of the complete proposal package. The proposals must be typed on standard 8 ½ x 11, letter size paper with printed material on one side only. Please include the following in the proposal in the order that is listed, separated by a tab insert identifying the section title as listed below. **Proposals not containing the following submittal requirements may be deemed “Non-Responsive” to this RFP:**

A. Letter of Interest

A cover letter shall be submitted on the Respondent’s letterhead, signed by a principal and if a joint venture, by a principal of each joint venture partner, if applicable. The cover letter must contain a commitment to provide the services described in the Request for Proposal and indicate that the offer is good for at least one hundred eighty (180) days. The cover letter shall include the name of the Respondent, its legal status (e.g., partnership, corporation (if a corporation, the State of incorporation), sole proprietorship, etc.) the location of the Respondent’s principal place of business, including any joint venture partners as they pertain to the RFP, and a brief narrative description of the Respondent’s professional services as they relate to the RFP. In the cover letter the Respondent shall also include an acknowledgement that the respondent has read and understands the requirements of the RFP including, but not

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limited to, the terms and conditions of the attached Professional Services Agreement to be provided (See Article XI for further information) and the attached insurance requirements and will comply with these requirements if awarded a contract.

B. Qualifications/Experience

The Respondent shall submit evidence of the firm’s ability to perform the environmental consulting services, as indicated by profiles of the principals and a description of the staffs’ professional and technical competence, for those principals and staff members who will be involved in the work requested herein and including those of any sub-contractors. Respondent shall submit, the resumes of the principals, staff and team members detailing each individual’s education, licenses, certifications, technical training and work experience. Respondent’s Proposal must include the following information: (1) the name of the firm, (2) a description of the primary area of expertise of the firm, (3) the organizational structure of the firm: (4) names of the firm’s principal(s), (5) the address, telephone number and names of individuals to be contacted, (6) the size of the firm, (7) all of the firm’s registration/license numbers(s) in Illinois, (8) the length of time the firm has worked in its area of environmental services in general and in Illinois if different for a different length of time, (9) HUD environmental experience, including NEPA reviews, and (10) the firm may submit a general brochure of their work.

The Respondent must demonstrate in its submittal:

1. Prior environmental consulting experience with projects of similar scale and complexity;
2. Capability to provide adequate staffing and resources for each Task Order;
3. Ability to maintain key staff through the duration of assigned Task Order projects;
4. Availability to be on the Property within twenty-four (24) hours notification; and
5. Knowledge of Federal, State and Cook County environmental regulations

The Respondent must describe its qualifications, resources and experience as it pertains to the requested services. The Respondent must demonstrate it has the experience and capacity to complete all of the required services, whether they are conducted at the same time, or separately.

Respondent shall submit written and/or graphic evidence of not less than five (5) projects that Respondent has completed in the past five (5) years that are similar to the Scope of Services/Statement of Work described in this RFP.

C. References

Respondents must provide references from at least three (3) current or former clients who can address the Respondents’ specific capabilities as they relate to the requirements of this RFP, including the references’ names, addresses, telephone numbers, fax numbers, e-mail address, and contact persons. Respondent should provide information whether the reference is a former or current client, and if a former client, provide the timeframe of when the services were performed.

D. Past Performance

The Respondent must list and describe a minimum of two (2) and not more than four (4) examples of management of sites that have been entered into the SRP within the past two (2) years and additionally, a minimum of two (2) and a maximum of five (5) examples of management of sites for each of the following 1) lead based paint abatement,; 2) asbestos abatement, and 3) mold removal. These examples should have taken place in the State of Illinois and should best demonstrate the Respondent’s ability to perform the work outlined in the Scope of Services. The project descriptions shall include, at a minimum, the scope of work performed, the location, dollar value, and list the Respondent’s key personnel on the project. For each project listed, the Respondent shall provide the client’s name, the contact person and their title, address and phone number. On the CD ROMs or flash drives, the Respondents must include examples of the following work products:

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- Two examples of Phase I ESA.
- Two examples of Phase II ESA (preferably of the Phase I's identified above).
- Two examples of UST Management, from project design through closure.
- Two examples of soil boring monitoring well installation.
- One example of Groundwater Modeling.
- One example Geotechnical engineering, design, sampling, and testing services.
- Two examples of Asbestos Abatement, from project design through remediation.
- Two examples of Lead Based Paint Management, from project design through remediation
- Two examples of mold removal from project design through remediation
- Two examples of Indoor Air Quality investigations with conclusions and recommendations, following claims of alleged contamination.
- One example of a Phase I Archeological Investigation, including recommendations for further work or project termination.
- One example of a HUD NEPA review including noise evaluation.

E. Organization Structure and Key Personnel

1. The Respondent must provide the name and resume of the program executive that will be accountable for the Contract.
2. The Respondent must provide an organization/structure chart and include its key technical and consulting personnel who will be assigned to the HACC project team(s) along with their resumes and provide a responsibility matrix chart that includes, but is not limited to, the following information:
 - i. Detail concerning each primary team member working with the Respondent, as well as those working in a sub-contracting capacity. List all current projects that each primary team member may be working on during the term of the Contract, and indicate which team member will have primary responsibility for the HACC account;
 - ii. Names and credentials of principals for each firm who will be “reporting to” or sub-contracting with Respondent, together with appropriate evidence of all required licenses and certifications.
 - iii. Correlation of team members to the tasks each will be performing;
 - iv. Describe previous, related experiences and projects (preferably public housing); and
 - v. If Respondent proposes staff to work on the HACC account who are not located in a Chicago area office (within 25 miles of the city), indicate their office location.
3. If a Respondent is planning to joint venture or subcontract with other companies, incorporate the relationship on the organization chart and provide, letters of interest from those firms, the names and credentials of their principals and key personnel, and include their resumes along with evidence of any required licenses. The Respondent should describe the roles and responsibilities of their subcontractors, including the key personnel as they relate to the Scope of Services/Statement of Work for the RFP.
 - i. Key Personnel shall not be replaced without the prior written approval of the HACC.

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F. Approach/Work Plan

The Respondent must provide a narrative describing its approach to the Statement of Work, project management systems to be utilized, plans for effective communications including reporting tools, and specific approaches to technical problems that may lead to cost savings for the HACC. This section should be satisfied by independently using the two sample projects included as **Attachment H and I** to answer the following questions and /or descriptions.

1. The work plan shall clearly articulate how the Respondent will provide the required services as outlined in the Scope of Services as set forth in the sample project. For joint ventures, the work plan shall clearly identify the roles and responsibilities of each joint venture party.
2. The work plan shall demonstrate that the Respondent understands the Scope of Services and all tasks required to perform the Scope of Services.
3. The proposals for the sample projects are attached as Attachments H and I and should include at a minimum, the following items:
 - Discussion of the overall approach/work plan
 - Clearly articulate in the work plan how it will provide the required services as outlined in the Statement of Work. Joint ventures shall be clearly identified in the work plan including the roles and responsibilities of each joint venture party.
 - Demonstrate in the work plan that it understands the Scope of Services/Statement of Work and all tasks required to perform the Scope of Services/Statement of Work.
 - Staffing Levels
 - Hours required at each staffing level
 - Project pricing
 - Capacity to work on several projects simultaneously
 - The Respondent shall also include where its knowledge and use of Codes and Standards were used to reduce costs and provide efficiencies in the timing and use of resources.
 - Project management systems to be utilized.
 - Plans for effective communications including reporting tools, and specific approaches to Technical problems that may lead to cost savings for the HACC.

G. Quality Assurance/Quality Control

Respondent shall submit a plan for Quality Assurance/Quality Control (QA/QC) standards that will be used to prevent errors, project management systems to be utilized, plans for effective communications including reporting tools, and specific approaches to technical problems that may lead to cost savings for the HACC. It is anticipated the Respondent will focus on integrated solutions and systemic solutions to HACC’s environmental challenges and not simply offer a reiteration of the Scope of Work described in this RFP. Ingenuity and innovation will receive heightened consideration during the evaluation process.

H. Insurance

The Respondent must submit a current certificate of insurance in the form required by this RFP. At the time of contract award, the Selected Respondent shall be required to provide an updated certificate of insurance, and all required endorsements adding the HACC and any other required party as an additional insured at contract award that meets the HACC’s minimum insurance requirements as set forth in **Attachment D**.

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I. Joint Venture Agreement

A joint venture must submit a copy of its joint venture agreement and all required submittals must be signed by a principal of each joint venture partner including, but not limited to, subcontractor’s information submittals, MBE/WBE/DBE and Section 3 Utilization Plans.

J. Liens, Suits and Judgments

Respondents shall include a detailed description of any disputes they currently are involved in, as well as, a complete list of any lawsuits, judgments occurring within the last five (5) years, and all current liens pending.

K. Financial Information

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

L. Debarment Statement

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

M. Previous HACC and Sister Agency work.

The Respondent shall list all work performed for HACC and other local public agencies within the last three (3) years as per **Attachment G**.

N. Section 3 Compliance Efforts

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), and Title 24 CFR Part 75, Economic Opportunities for Low- and Very Low-Income Persons. Section 3 compliance requires that any contract or subcontract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form of training, employment, contracting, and other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction be directed to low- and very low-income persons.

HUD published a final rule entitled “Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses,” (85 FR 61524) and a companion notice, titled "Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses," (85 FR 60907) that outlines the numeric goals for compliance (the “benchmark notice”) in the Federal Register. Prior to the publication of the final rule and benchmark notice, HUD had been operating under the Section 3 interim rule (24 CFR Part 135) which was published in 1994. The final rule at 24 CFR part 75 became effective on November 30, 2020.

Laws and Regulations:

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Statute: Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C § 1701u):

<https://www.govinfo.gov/content/pkg/USCODE-2011-title12/pdf/USCODE-2011-title12-chap13-sec1701u.pdf>

Final Rule: Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses:

<https://www.govinfo.gov/content/pkg/FR-2020-09-29/pdf/2020-19185.pdf>

Benchmark Notice: Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses:

<https://www.govinfo.gov/content/pkg/FR-2020-09-29/pdf/2020-19183.pdf>

Section 3 Compliance Goals

Contractors and their subcontractors may demonstrate compliance by committing to employ Section 3 residents and by subcontracting with Section 3 business concerns in accordance with the requirements of HACC’s Section 3 Plan.

The Section 3 goals for this contract are as follows:

1. Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;

$$\frac{\text{Section 3 Labor Hours}}{\text{Total Labor Hours}} = 25\%$$

2. Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at § 75.21.

$$\frac{\text{Targeted Section 3 Labor Hours}}{\text{Total Labor Hours}} = 5\%$$

O. Knowledge of Codes and Standards Statement

Respondent shall submit a statement attesting that Respondent has knowledge of all pertinent federal, state and local statutes, ordinances, regulations, rules, recommendations and guidelines as noted in the RFP. Knowledge of Codes and Standards should be evidenced by projects and solutions provided in your past experience.

P. Fee Proposal Form

Each Respondent must submit the Fee Proposal Form attached to this RFP. The Fee Form must be complete, itemize prices for each option year and provide an hourly rate breakdown. Rates must reflect the approach/work plan that is being evaluated for the type of work covered by this RFP and must include any costs not covered on the Fee Proposal Form but that are a part of the total costs for the scope of work being solicited. Respondents must supply an hourly rate for each position listed in the fee proposal form. Hourly rates should be consistent with industry standards and work type outlined under the Article VI.

Q. Other Submittal Forms

Materials, information or explanations should be included in your submittals as the respondent deems necessary to allow the evaluation criteria contained herein to be fully considered. The following documents, properly executed and

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notarized shall be submitted with the proposal. **Proposals not containing ALL submittal requirements may be deemed Non-Responsive.** These documents can be located on the HACC website at <http://www.thehacc.org>.

- a. Statement of Bidder’s Qualifications
- b. Subcontractor Information Submittal
- c. Notarized Contractor’s Affidavit
- d. Contract Compliance Affidavit
- e. Acknowledgement of reviewing HACC’s Ethics Policy on Respondent’s stationary signed by an authorized principal
- f. HUD Form 5369-C Certifications & Representations of Offerors - Non Construction Contracts
- g. Equal Employment Opportunity Compliance Certificate
- h. Attachment E – Financial Information
- i. Attachment F – Debarment Information
- j. Attachment G – Previous HACC & Sister Agency Work
- k. Attachment H – Sample Project A
- l. Attachment I - Sample Project B
- m. Attachment J – MBE/WBE
- n. Attachment K – Section 3 Plan

ARTICLE IX EVALUATION CRITERIA AND SCORING

Proposals will be scored on a (100) point scale by an evaluation committee in accordance with the evaluation criteria set forth below. Each Respondent must indicate its fees on the attached Fee Proposal Form (Attachment A), which must be reasonable and justifiable and must reflect the Scope of Services refer to Article VI. The Respondent must complete the Fee Proposal Forms for both Sample Project A and Sample Project B which is being evaluated herein.

The HACC will score the total combined costs for Sample Projects A & B utilizing the following ratio method.

RATIO METHOD. With this method, the proposal with the lowest combined costs for Sample Projects A & B receives the maximum points allowed (10 points). All other proposals will receive a percentage of the points available based on their cost relationship to the lowest. This is determined by applying the following formula:

$$(A/B) \times C = D$$

A—the lowest Offeror’s combined costs for Sample Projects A & B

B—the Offeror’s cost being scored.

C—the maximum number of cost points available.

D—Offeror’s cost score (points).

Lowest proposed cost divided by the Respondent’s cost times the maximum points allowed.

Example: The lowest proposed cost is \$100,000. The next lowest proposal cost is \$125,000. The maximum point total available for cost is 15 points. The proposal with the \$100,000 cost would receive 15 points (because it is the lowest of all proposals). Using the lowest proposal cost as a base (or numerator), we would then divide the second lowest cost (denominator) by the first lowest cost and then multiply it by the max point value (15) to determine the point value relative to the lowest cost, as follows:

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\$100,000/\$125,000 = 0.80

0.80 x 15 = 12 (points)

As such, the proposed cost of \$125,000 would be awarded 12 points.

Materials, information or explanations should be included in each Respondent’s proposal as required in Article VII Submittals and/or as otherwise necessary to allow the following evaluation criteria to be considered:

PROPOSAL EVALUATION CRITERIA	MAXIMUM POINTS
<p>Qualifications/Experience</p> <ul style="list-style-type: none"> Respondent’s description details the professional, technical and managerial capabilities of the Respondent and its Team Member(s) to perform the work described in Section VI. Scope of Services. Attention will be given to projects enrolled and completed in the IEPA SRP. (15 points) Respondent describes in detail the staffing and responsibilities of key personnel to perform the required services and provides evidence of licenses, accreditation, and other qualifications as required by Federal, State and local agencies. (10 points) Respondent details its past experience with HUD environmental reviews, including NEPA reviews and Archeological Investigations. (5 points) 	30
<p>Past Performance</p> <ul style="list-style-type: none"> Respondent’s past performance exhibits quality of work, schedule adherence, compliance, and successful performance on projects relevant to the work described in Article VI Scope of Services. as demonstrated by the projects submitted under Section VIII D., completed within the past five (5) years (10 points) Respondent’s past performance examples demonstrate capability to reduce costs and provide creative solutions on the projects submitted under Section VIII D (10 points) 	20
<p>Approach/Work Plan for Sample Projects</p> <ul style="list-style-type: none"> Respondent’s work plan/approach demonstrates the ability to partner with the HACC and to deliver quality projects on a cost effective basis. (10 points) The narrative includes time/cost saving methods, appropriate staffing, and efficient and effective communications throughout the project. (5 points) Respondent’s work plan includes a satisfactory QA/QC plan that includes evaluation of written reports and laboratory analysis. (5 points) 	20
<p>Knowledge of Codes and Standards</p> <p>Respondent’s proposal exhibits an understanding and knowledge of Federal, State and local environmental laws, regulations and ordinances (environmental regulations) and includes examples of the interpretation of environmental regulation that have successfully benefited the Respondent’s clients by utilizing simple alternative solutions for complying with the environmental regulations at lower cost or with less disruption of the site.</p>	15
<p>Section 3 Plan</p> <p>The Respondent’s proposal demonstrates an understanding and quality of the HACC Section 3 utilization plan and the strategies for hiring Section 3 worker and Targeted Section 3 workers and/or subcontracting opportunities with section 3 business concerns.</p>	5
<p>PROPOSED COMBINED FEES</p> <p>For scoring the proposed fees, the combined SAMPLE PROJECTS fees will be scored. The Respondent’s overall proposed fee for environmental consulting services must be reasonable and justifiable and must effectively and efficiently reflect the Approach/Work Plan necessary to successfully perform the type of scope of work being solicited.</p>	10
TOTAL POINTS	100

After the evaluation committee has evaluated Respondents' proposals submitted in response to the RFP, the HACC's Contracting Officer will establish the competitive range. The HACC has the right to limit the number of Respondents in the competitive range. Respondents within the competitive range will be notified and unless otherwise indicated, will be required to participate in presentations/discussions with the HACC. The HACC may also require further information or clarification from the Respondents in the competitive range regarding their proposals prior to the presentations/discussions. The HACC, however, reserves the right to make its decision to award a contract based

solely on the written submitted Proposals without any requests for presentations, formal interviews, negotiations or further discussions.

The objective of the presentations/discussions is to answer questions, clarify issues, and/or provide additional information regarding a Respondent's proposal and negotiate fees/costs. Presentations will be evaluated according to the criteria referenced below by an evaluation committee. Following the presentations, the evaluation committee members will evaluate and summarize their findings for each firm that participates in the presentations and make a recommendation to the HACC's Contracting Officer. Respondents in the competitive range will be scored on a 30 point scale in accordance with the presentation evaluation criteria set forth below, and a maximum of 30 points will be added to their written proposal scores.

PRESENTATION EVALUATION CRITERIA	MAXIMUM POINTS
<p>Quality of Presentation and Compatibility of Key Project Personnel The presentation demonstrated a command of requisite professional skills, and knowledge of their role in the Project's success. It is expected that a discussion will be made demonstrating past compatibility and an effective working relationship among the Respondent's staff and sub-contractors, if any. Demonstration of Environmental Consulting work; performed by the Respondent that indicates their professional excellence (e.g., awards) and meaningful Environmental credentials.</p>	5
<p>Application of knowledge of codes and standards to Sample Projects The presentation and responses to questions demonstrated how the Respondent's knowledge of codes and standards resulted in efficiencies in scheduling, use of materials and overall costs for the two sample projects and other sites provided as examples in Article IX. D. Past Performance.</p>	10
<p>Description of the Proposed Work Plan and Its Creative Aspects of the Hypothetical (sample) projects The Respondent provided a compelling presentation and response to questions during the presentation of the salient features of the Approach/Work Plan for scope of work solicited (10 points) and for the two hypothetical Projects (5 points) with significant attention to including the experience and staffing of the key personal, creativity of approach, and cost saving measures as opposed to primarily the design. (Any and all portions of the Proposal may be used to include without limitation, Proposal submittals, sample boards, and photographs.)</p>	15
TOTAL POINTS	30

After considering pricing, HACC will make an award to the responsive and responsible Respondent whose proposal conforms to the solicitation and whose price and technical factors are most advantageous to the HACC.

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

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ARTICLE X STANDARD PROFESSIONAL SERVICES AGREEMENT

Upon the award of a contract, the Selected Respondent(s) will execute HACC’s Professional Services Agreement in substantially the same form with the same terms and conditions as set forth in the attached Agreement (*to be added by addendum*). A Respondent shall include, as part of its cover letter for its proposal to the HACC, an acknowledgement that it has read, understands and accepts the terms and conditions of the Agreement. If there are any terms and conditions to which the Respondent has objections, such objections and the specific section numbers must be noted in the cover letter. The Respondent’s proposed alternative language, if any, must be included as an attachment to the cover letter and such requests for revisions will be taken into consideration when determining a Respondent’s responsiveness to the RFP. A Respondent who fails to provide objections and propose alternative language shall waive its right to subsequently object to any terms of the agreement if awarded a contract by the HACC.

ARTICLE XI GENERAL INSTRUCTIONS

A. Acceptance of Proposals

Proposals in response to this RFP must be signed, sealed and received in complete form at the HACC’s Department of Procurements and Contracts located at 175 West Jackson Blvd, Suite 350, Chicago, IL 60604 no later than the proposal submission date and time. **Proposals submitted after the designated date and time will not be accepted for any reason and shall be returned, unopened, to the originator.**

The HACC reserves the right to accept or reject any or all proposals, issue addenda, or to waive any formalities. A Respondent whose proposal fails to fully comply with the requirements of the RFP may be determined to be nonresponsive and excluded from further consideration.

B. Time for Receiving Proposals

Proposals received prior to the due date and time will be maintained in a secure place, unopened. No proposal received after the deadline set forth on the cover page of this RFP will be considered. Proposals will not be publicly opened. Once submitted, proposals will become the property of the HACC.

C. Withdrawal of Proposals

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

D. Award of Contracts

The HACC may award one (1) or more Contracts according to the Evaluation Criteria contained in this RFP to responsible and responsive respondents, provided their Proposals are in the best interest of the HACC. The Selected Respondent(s) will be notified at the earliest practical date. Each award may be subject to HUD approval. No award may be made to a contractor or firm that is on the list of Contractors ineligible to receive awards from the HACC or the United States, as furnished by HUD.

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

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E. Notice of Contract Award

Unsuccessful offerors will be notified in writing after an award of contract has been made by the Contracting Officer for procurements under \$500,000.00 or if Board approval is required, after the Board’s approval.

F. Right to Protest

In accordance with HACC’s Procurement Protest Procedures (copies may be obtained by contacting the Department of Procurement and Contracts), all protests regarding this solicitation document must be filed no later than five (5) business days before the due date for proposals. All other protests regarding the evaluation of proposals, or award of contract by the Authority must be filed no later than ten (10) business days after the notice of contract award. Any protest filed after such date will not be considered.

G. Preparatory Costs

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

H. Confidential Material

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

I. Subcontracting

All subcontractors proposed to be used under the Contract must be identified within the proposal. If the proposed services include the use of subcontractors, the HACC will hold the prime contractor responsible for the proposed services to be provided by the subcontractors.

ARTICLE XII MBE/WBE/DBE AND SECTION 3 PARTICIPATION

A. MBE/WBE/DBE PARTICIPATION

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

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

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

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- iii. Pace
 - iv. Metra
 - v. Chicago Transit Authority
 - vi. State of Illinois Central Management Services (CMS)
 - vii. Small Business Administration
 - viii. Chicago Minority Business Development Council (CMBDC)
 - ix. Metropolitan Water Reclamation District of Greater Chicago
 - x. Women’s Business development Center (WBDC)
 - xi. Illinois Department of Transportation (IDOT)
2. Certification Letters from other States may be considered for M/W/DBE certification, as long as the certifying agency has similar program requirements to those agencies listed above.

B. SECTION 3 REQUIREMENTS

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), and Title 24 CFR Part 75, Economic Opportunities for Low- and Very Low-Income Persons. Section 3 compliance requires that any contract or subcontract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form of training, employment, contracting, and other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction be directed to low- and very low-income persons.

HUD published a final rule entitled “Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses,” (85 FR 61524) and a companion notice, titled “Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses,” (85 FR 60907) that outlines the numeric goals for compliance (the “benchmark notice”) in the Federal Register. Prior to the publication of the final rule and benchmark notice, HUD had been operating under the Section 3 interim rule (24 CFR Part 135) which was published in 1994. The final rule at 24 CFR part 75 became effective on November 30, 2020.

Laws and Regulations:

Statute: Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C § 1701u):

<https://www.govinfo.gov/content/pkg/USCODE-2011-title12/pdf/USCODE-2011-title12-chap13-sec1701u.pdf>

Final Rule: Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses:

<https://www.govinfo.gov/content/pkg/FR-2020-09-29/pdf/2020-19185.pdf>

Benchmark Notice: Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses:

<https://www.govinfo.gov/content/pkg/FR-2020-09-29/pdf/2020-19183.pdf>

Section 3 Compliance Goals

Contractors and their subcontractors may demonstrate compliance by committing to employ Section 3 residents and by subcontracting with Section 3 business concerns in accordance with the requirements of HACC’s Section 3 Plan.

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The Section 3 goals for this contract are as follows:

1. Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;

$$\frac{\text{Section 3 Labor Hours}}{\text{Total Labor Hours}} = 25\%$$

2. Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at § 75.21.

$$\frac{\text{Targeted Section 3 Labor Hours}}{\text{Total Labor Hours}} = 5\%$$

A Section 3 business concern is a business concern under HUD Regulations:

- (1) 51 percent or more owned and controlled by low or very low-income person; or
- (2) 75% or more of the labor hours performed for the business are performed by low or very low-income persons; or
- (3) 25% or more owned by current public housing residents or residents who currently live in Section 8 assisted housing

Documenting and Reporting

1. Contractor agrees to comply with the above Section 3 requirements in accordance with the Contractor’s Section 3 Utilization Plan, which shall be prepared by the Contractor and agreed to by HACC and CHV. HACC and CHV shall not be required to agree to the Contractor’s Plan until the Contractor meets its burden to establish that it will comply with 24 CFR Part 75 and otherwise comply with HACC’s Section 3 Plan.
2. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor’s Section 3 requirements to the HACC Compliance Department. Reporting will be on a monthly basis. The Monthly Section 3 Labor Form must be included with each pay applicable.

This Section 3 Contract Provision shall flow down to each subcontract at every tier.

ARTICLE XIII BRIBERY, PRICE FIXING, OR FRAUD

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

- A. has been convicted of an act committed of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in that officer’s or employee’s official capacity; or
- B. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act (15 U.S.C. §1 et seq.), or under the laws of the State of Illinois; or has been convicted of an act of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act (15 U.S.C. §1 et seq.) or under the laws of the State of Illinois; or
- C. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district; or

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- D. has made an admission of guilt of such conduct as set forth in subparagraph A through C above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offense admitted to; or
- E. has entered into a plea of nolo contendere to charges of such conduct, as is set forth in subparagraphs A through C above.

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

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

A business entity shall also be disqualified if any owner directly or indirectly controls 20% or more of the business entity and was an owner who directly or indirectly controlled 20% of another business entity at the time, such business entity committed a disqualifying act as set forth in subparagraphs A through C above.

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

ARTICLE XIV ATTACHMENTS

- A. Fee Proposal Form - Fee Form must be complete, provide an hourly rate breakdown and must separate prices for each option year. The completed Fee Form should be used in conjunction with the sample projects.
- B. Professional Service Agreement
- C. Not Applicable
- D. Insurance Requirements
- E. Financial Information
- F. Debarment Statement
- G. Previous HACC & Sister Agency Work
- H. Sample Project A
- I. Sample Project B

The following documents are incorporated as attachments to this RFP and located on the HACC website at <http://www.thehacc.org>:

- Statement of Bidder’s Qualifications
- Contractor’s Affidavit
- Section 3 Forms
- MBE/WBE Forms
- HACC Ethics Policy
- HUD 5369-B Instructions to Offerors Non-Construction
- HUD 5369-C Certifications and Representation of Offerors Non-Construction Contract
- HUD 5370-C General Contract Conditions Non-Construction
- Equal Employment Opportunity Compliance Certificate

**REQUEST FOR PROPOSALS (“RFP”) No. 2021-100-055
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**ATTACHMENT A
FEE PROPOSAL FORM
THREE (3) YEAR BASE**

All rates must be inclusive of any anticipated consumable costs including, shipping, office supplies, outside consulting services, etc. or (A breakdown of all charges, expenses and all proposed operational costs, administrative costs, overhead and profit must be submitted in an attachment with the Fee Proposal Form. Please include any costs not covered on this form but is a part of the total price submittal.)

I. Fully Loaded Hourly Billing Rates

	HOURLY COST
Project Manager	_____
Project Principle	_____
Quality Assurance Officer	_____
Health & Safety Officer	_____
Task Leader – Phase I	_____
Task Leader – Phase II	_____
Task Leader – Phase III	_____
Industrial Hygienist	_____
Certified Industrial Hygienist	_____
Level I Archeologist (As defined by 17 IAC 4190.405 (et seq.))	_____
Level II Archeologist (As defined by 17 IAC 4190.405 (et seq.))	_____
Level III Archeologist (As defined by 17 IAC 4190.405 (et seq.))	_____
Asbestos Project Manager – Senior Staff	_____
Asbestos Project Manager – Junior Staff	_____
Asbestos Project Designer	_____
Asbestos Inspector – Senior Staff	_____
Asbestos Inspector – Junior Staff	_____
Lead Risk Assessor – Senior Staff	_____
Lead Risk Assessor – Junior Staff	_____
Lead Inspector with XRF equipment	_____
Air Sampling Professional with equipment	_____
Environmental Technician	_____
Environmental Engineer – Senior Staff	_____
Licensed Professional Engineer	_____
Licensed Professional Geologist	_____
Professional Engineer – Senior Staff	_____
Professional Engineer – Junior Staff	_____
Geotechnical Engineering	_____
Risk Assessment/Data Validation Specialist	_____
Toxicologist	_____
Field Manager	_____
Field Engineer	_____
Field Scientist	_____
Administrative Support	_____
CADD Operator	_____
Surveyor – Lead	_____
Surveyor – (2 Man Crew)	_____

**REQUEST FOR PROPOSALS (“RFP”) No. 2021-100-055
HACC WIDE ENVIRONMENTAL CONSULTING SERVICES**

**ATTACHMENT A
FEE PROPOSAL FORM
THREE (3) YEAR BASE**

II. Laboratory Analysis:

(NOTE: TURNAROUND TIMES (TAT) INDICATED BEGIN FROM THE TIME THE CONSULTANT LEAVES THE WORK AREA/JOB SITE UNTIL THE TIME HACC RECEIVES THE ANALYTICAL RESULTS).

- | | | | | |
|----|---|----------------|----------------|--------------|
| 1 | Asbestos: | | | |
| | A. Phase Contrast Microscopy (PCM): | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> |
| | | \$_____ | \$_____ | \$_____ |
| | B. Polarized Light Microscopy (PLM): | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> |
| | | \$_____ | \$_____ | \$_____ |
| | C. Point counting (defined as 400 countable fields): | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> |
| | | \$_____ | \$_____ | \$_____ |
| | D. Transmission Electron Microscopy (TEM): | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> |
| | Air | \$_____ | \$_____ | \$_____ |
| | Tile or Roofing | \$_____ | \$_____ | \$_____ |
| 2. | Lead | | | |
| | A. Paint sample analysis by Atomic Absorption Spectroscopy: | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> |
| | | \$_____ | \$_____ | \$_____ |
| | B. Lead Dust in Air: | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> |
| | | \$_____ | \$_____ | \$_____ |
| | C. Wipe Samples: | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> |
| | | \$_____ | \$_____ | \$_____ |

**REQUEST FOR PROPOSALS (“RFP”) No. 2021-100-055
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**ATTACHMENT A
FEE PROPOSAL FORM
THREE (3) YEAR BASE**

D. Lead in Soil:
TAT 24-Hour 48-Hour 5-Day
 \$_____ \$_____ \$_____

E. Lead in Water:
TAT 24-Hour 48-Hour 5-Day
 \$_____ \$_____ \$_____

F. Polychlorinated Biphenyls (PCB’s) (Method 8082)

- i. Oil Sample: 5-day TAT \$_____
- ii. Soil Sample: 5-day TAT \$_____
- iii. Water Sample: 5-day TAT \$_____
- iv. Wipe Test: 5-day TAT \$_____
- v. Air sample: 5-day TAT \$_____
 - (NIOSH 5503)

3. Microbiology:

A. Mold & Fungi:
TAT 24-Hour 48-Hour 5-Day
 Total Count \$_____ \$_____ \$_____

 Count & ID \$_____ \$_____ \$_____

B. Tape Lift, Swab and Bulk Samples:
TAT 24-Hour 48-Hour 5-Day
 ID \$_____ \$_____ \$_____

 Count & ID \$_____ \$_____ \$_____

4. Radon (includes canister & analysis) \$_____

5. Volatile organic compounds (method 8420)

- A. Soil: 5-day TAT \$_____
- B. Water: 5-day TAT \$_____

**REQUEST FOR PROPOSALS (“RFP”) No. 2021-100-055
HACC WIDE ENVIRONMENTAL CONSULTING SERVICES**

**ATTACHMENT A
FEE PROPOSAL FORM
THREE (3) YEAR BASE**

6. Hazardous Waste

A. Toxicity Characteristic Leaching Procedure (TCLP Method 1311), includes analysis for pesticides:

Solids:	5-day TAT	\$ _____
Grease & paint:	5-day TAT	\$ _____
Oil:	5-day TAT	\$ _____

B. Eight (8) RCRA metals.

TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$ _____	\$ _____	\$ _____

C. Thirteen (13) RCRA metals.

TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$ _____	\$ _____	\$ _____

7. Hazardous Waste

A. General Waste Characterization Sample

TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$ _____	\$ _____	\$ _____

8. Petroleum Products

A.	Flash point	\$ _____
B.	Moisture content	\$ _____
C.	Total Halogens	\$ _____
D.	Each metal, (Arsenic, Lead, etc.)	\$ _____
E.	Heating Value	\$ _____
F.	Type of Fuel Test (No. 6,5 2, etc), max. unit cost:	\$ _____

9.	UST/LUST Site		Per Sample	
		<u>Soil</u>		<u>Groundwater</u>
	A.	BTEX (EPA 8240)		
		1. 5-day TAT	\$ _____	\$ _____
		2. 48-hour TAT	\$ _____	\$ _____
		3. 24-hour TAT	\$ _____	\$ _____

**REQUEST FOR PROPOSALS (“RFP”) No. 2021-100-055
HACC WIDE ENVIRONMENTAL CONSULTING SERVICES**

**ATTACHMENT A
FEE PROPOSAL FORM
THREE (3) YEAR BASE**

B. PAH-Combined Total Carcinogenic (EPA 8310) and Non-carcinogenic PNA's.

TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$_____	\$_____	\$_____

C. LUST priority pollutants (EPA method 8080, 8240, 8270 & TCLP RCRA metals).

TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$_____	\$_____	\$_____

UST/LUST Site

D. Target Compound List

	Soil		
TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$_____	\$_____	\$_____

	Groundwater		
TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$_____	\$_____	\$_____

10. Volatile Compounds (59 TACO volatile chemicals listed at 35 IAC 742. Table J) to meet the requirements of 35 IAC Appendix B, Tables H, and I that are contaminants of concern for the vapor intrusion contamination route. At the time this RFP is issued the final agreed on test methods to meet the required detection limits have not been finalized. HACC expects the successful respondents to meet the requirements of the established test methods when and if they are amended.

A. Compounds Listed on Appendix B Tables H/I as Soil Gas

TAT	24-Hour	48-Hour	5-Day
	\$_____	\$_____	\$_____

B. Compounds Listed on Appendix B Tables H/ I in Groundwater

TAT	24-Hour	48-Hour	5-Day
	\$_____	\$_____	\$_____

**REQUEST FOR PROPOSALS (“RFP”) No. 2021-100-055
HACC WIDE ENVIRONMENTAL CONSULTING SERVICES**

**ATTACHMENT A
FEE PROPOSAL FORM
THREE (3) YEAR BASE**

- C. Driller Services:
- | | |
|--|----------|
| 1. Mobilization | \$ _____ |
| 2. Cost per day Drill Rig & Crew
(include decontamination/expendables) | \$ _____ |
| 3. Cost per day Geoprobe Rig & Crew
(include decontamination/expendables) | \$ _____ |
| 4. Concrete Coring per day | \$ _____ |
| 5. Disposal of Drum - Soil Cuttings | \$ _____ |
| 6. Disposal of Drum - Decontamination | \$ _____ |
| 7. Disposal of Drum – Biological Waste | \$ _____ |
| 8. Well installation per Well (minimum 3)
in addition to cost of drill rig
(finished depth of 20 ft. bgs, 2” PVC well) | \$ _____ |

- D. Driller Services (continued from FP – 5):
- | | |
|---------------------------------|----------|
| 9. Magnetic Survey Cost per Day | \$ _____ |
| 10. Other: _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

E. Site Classification per Title XVI
IL Public Act 88-496

1. Soil boring for purpose of confirming soil classification. Boring depth 50ft. using continuous (2 foot) split spoon soil sampling.

a. Cost per boring \$ _____

11. UST/LUST Site (continued from FP – 6)

- | | |
|---|-------------------------------|
| A. Physical Soils Analysis | <u>COST PER SAMPLE</u> |
| 1. Particle Size Analysis
(ASTM D 422-63) | \$ _____ |
| 2. Moisture Content
(ASTM D 2216090 or D 4643-87) | \$ _____ |
| 3. Permeability Test
(Appropriate ASTM dependent on
soils type) | \$ _____ |
| 4. Soil Classification
(ASTM D 2488-90 or D 2487-90) | \$ _____ |
| 5. Slug Test – In-Situ Hydraulic
Conductivity Test
(ASTM D 4044-91) | \$ _____ |

**REQUEST FOR PROPOSALS (“RFP”) No. 2021-100-055
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**ATTACHMENT A
FEE PROPOSAL FORM
THREE (3) YEAR BASE**

B. Document Preparation for Site Classification:

- | | | |
|----|--|----------|
| 1. | Site Classification – Work Plan | \$ _____ |
| 2. | Site Classification – Budget | \$ _____ |
| 3. | Site Classification- Completion Report | \$ _____ |

C. Document Preparation for LUST Site:

- | | SC | S/GWC | |
|----|--|----------|----------|
| 1. | 20-day certificate | \$ _____ | \$ _____ |
| 2. | 45-day report | \$ _____ | \$ _____ |
| 3. | Corrective action report. | \$ _____ | \$ _____ |
| 4. | Closure report | \$ _____ | \$ _____ |
| 5. | Reimbursement application | \$ _____ | \$ _____ |
| 6. | Lump sum cost for items 1
through 5 above, per UST site | \$ _____ | \$ _____ |

LEGEND: SC=Soil contaminated site; S/GWC=Total cost for soil and groundwater contaminated site.

(The above soil boring cost should include all associated costs such as mobilization and demobilization of equipment, rental, PID, etc.)

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

Authorized Signature

Name of Company

Printed Name and Title

Date

**REQUEST FOR PROPOSALS (“RFP”) No. 2021-100-055
HACC WIDE ENVIRONMENTAL CONSULTING SERVICES**

**ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR ONE (1)**

All rates must be inclusive of any anticipated consumable costs including, shipping, office supplies, outside consulting services, etc. or (A breakdown of all charges, expenses and all proposed operational costs, administrative costs, overhead and profit must be submitted in an attachment with the Fee Proposal Form. Please include any costs not covered on this form but is a part of the total price submittal.)

II. Fully Loaded Hourly Billing Rates

	HOURLY COST
Project Manager	_____
Project Principle	_____
Quality Assurance Officer	_____
Health & Safety Officer	_____
Task Leader – Phase I	_____
Task Leader – Phase II	_____
Task Leader – Phase III	_____
Industrial Hygienist	_____
Certified Industrial Hygienist	_____
Level I Archeologist (As defined by 17 IAC 4190.405 (et seq.))	_____
Level II Archeologist (As defined by 17 IAC 4190.405 (et seq.))	_____
Level III Archeologist (As defined by 17 IAC 4190.405 (et seq.))	_____
Asbestos Project Manager – Senior Staff	_____
Asbestos Project Manager – Junior Staff	_____
Asbestos Project Designer	_____
Asbestos Inspector – Senior Staff	_____
Asbestos Inspector – Junior Staff	_____
Lead Risk Assessor – Senior Staff	_____
Lead Risk Assessor – Junior Staff	_____
Lead Inspector with XRF equipment	_____
Air Sampling Professional with equipment	_____
Environmental Technician	_____
Environmental Engineer – Senior Staff	_____
Licensed Professional Engineer	_____
Licensed Professional Geologist	_____
Professional Engineer – Senior Staff	_____
Professional Engineer – Junior Staff	_____
Geotechnical Engineering	_____
Risk Assessment/Data Validation Specialist	_____
Toxicologist	_____
Field Manager	_____
Field Engineer	_____
Field Scientist	_____
Administrative Support	_____
CADD Operator	_____
Surveyor – Lead	_____
Surveyor – (2 Man Crew)	_____

**REQUEST FOR PROPOSALS (“RFP”) No. 2021-100-055
HACC WIDE ENVIRONMENTAL CONSULTING SERVICES**

**ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR ONE (1)**

II. Laboratory Analysis:

(NOTE: TURNAROUND TIMES (TAT) INDICATED BEGIN FROM THE TIME THE CONSULTANT LEAVES THE WORK AREA/JOB SITE UNTIL THE TIME HACC RECEIVES THE ANALYTICAL RESULTS).

- | | | | | | |
|----|---|----------------|----------------|--------------|--|
| 1 | Asbestos: | | | | |
| | A. Phase Contrast Microscopy (PCM): | | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> | |
| | | \$ _____ | \$ _____ | \$ _____ | |
| | B. Polarized Light Microscopy (PLM): | | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> | |
| | | \$ _____ | \$ _____ | \$ _____ | |
| | C. Point counting (defined as 400 countable fields): | | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> | |
| | | \$ _____ | \$ _____ | \$ _____ | |
| | D. Transmission Electron Microscopy (TEM): | | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> | |
| | Air | \$ _____ | \$ _____ | \$ _____ | |
| | Tile or Roofing | \$ _____ | \$ _____ | \$ _____ | |
| 2. | Lead | | | | |
| | A. Paint sample analysis by Atomic Absorption Spectroscopy: | | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> | |
| | | \$ _____ | \$ _____ | \$ _____ | |
| | B. Lead Dust in Air: | | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> | |
| | | \$ _____ | \$ _____ | \$ _____ | |
| | C. Wipe Samples: | | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> | |
| | | \$ _____ | \$ _____ | \$ _____ | |

**REQUEST FOR PROPOSALS (“RFP”) No. 2021-100-055
HACC WIDE ENVIRONMENTAL CONSULTING SERVICES**

**ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR ONE (1)**

D.	Lead in Soil:			
	TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
		\$_____	\$_____	\$_____
E.	Lead in Water:			
	TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
		\$_____	\$_____	\$_____
F.	Polychlorinated Biphenyls (PCB’s) (Method 8082)			
vi.	Oil Sample:		5-day TAT	\$_____
vii.	Soil Sample:		5-day TAT	\$_____
viii.	Water Sample:		5-day TAT	\$_____
ix.	Wipe Test:		5-day TAT	\$_____
x.	Air sample: (NIOSH 5503)		5-day TAT	\$_____
3.	Microbiology:			
A.	Mold & Fungi:			
	TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	Total Count	\$_____	\$_____	\$_____
	Count & ID	\$_____	\$_____	\$_____
B.	Tape Lift, Swab and Bulk Samples:			
	TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	ID	\$_____	\$_____	\$_____
	Count & ID	\$_____	\$_____	\$_____
4.	Radon (includes canister & analysis)			\$_____
5.	Volatile organic compounds (method 8420)			
A.	Soil:		5-day TAT	\$_____
B.	Water:		5-day TAT	\$_____

**REQUEST FOR PROPOSALS (“RFP”) No. 2021-100-055
HACC WIDE ENVIRONMENTAL CONSULTING SERVICES**

**ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR ONE (1)**

6. Hazardous Waste

A. Toxicity Characteristic Leaching Procedure (TCLP Method 1311), includes analysis for pesticides:

Solids:	5-day TAT	\$ _____
Grease & paint:	5-day TAT	\$ _____
Oil:	5-day TAT	\$ _____

B. Eight (8) RCRA metals.

TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$ _____	\$ _____	\$ _____

C. Thirteen (13) RCRA metals.

TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$ _____	\$ _____	\$ _____

7. Hazardous Waste

A. General Waste Characterization Sample

TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$ _____	\$ _____	\$ _____

8. Petroleum Products

A. Flash point	\$ _____
B. Moisture content	\$ _____
C. Total Halogens	\$ _____
D. Each metal, (Arsenic, Lead, etc.)	\$ _____
E. Heating Value	\$ _____
F. Type of Fuel Test (No. 6,5 2, etc), max. unit cost:	\$ _____

9. UST/LUST Site	<u>Soil</u>	Per Sample	<u>Groundwater</u>
A. BTEX (EPA 8240)			
1. 5-day TAT	\$ _____		\$ _____
2. 48-hour TAT	\$ _____		\$ _____
3. 24-hour TAT	\$ _____		\$ _____

**REQUEST FOR PROPOSALS (“RFP”) No. 2021-100-055
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**ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR ONE (1)**

B. PAH-Combined Total Carcinogenic (EPA 8310) and Non-carcinogenic PNA's.

TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$ _____	\$ _____	\$ _____

C. LUST priority pollutants (EPA method 8080, 8240, 8270 & TCLP RCRA metals).

TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$ _____	\$ _____	\$ _____

UST/LUST Site

D. Target Compound List

	Soil		
TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$ _____	\$ _____	\$ _____

	Groundwater		
TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$ _____	\$ _____	\$ _____

10. Volatile Compounds (59 TACO volatile chemicals listed at 35 IAC 742. Table J) to meet the requirements of 35 IAC Appendix B, Tables H, and I that are contaminants of concern for the vapor intrusion contamination route. At the time this RFP is issued the final agreed on test methods to meet the required detection limits have not been finalized. HACC expects the successful respondents to meet the requirements of the established test methods when and if they are amended.

A. Compounds Listed on Appendix B Tables H/I as Soil Gas

TAT	24-Hour	48-Hour	5-Day
	\$ _____	\$ _____	\$ _____

B. Compounds Listed on Appendix B Tables H/ I in Groundwater

TAT	24-Hour	48-Hour	5-Day
	\$ _____	\$ _____	\$ _____

**REQUEST FOR PROPOSALS (“RFP”) No. 2021-100-055
HACC WIDE ENVIRONMENTAL CONSULTING SERVICES**

**ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR ONE (1)**

- C. Driller Services:
- | | |
|--|----------|
| 1. Mobilization | \$ _____ |
| 2. Cost per day Drill Rig & Crew
(include decontamination/expendables) | \$ _____ |
| 3. Cost per day Geoprobe Rig & Crew
(include decontamination/expendables) | \$ _____ |
| 4. Concrete Coring per day | \$ _____ |
| 5. Disposal of Drum - Soil Cuttings | \$ _____ |
| 6. Disposal of Drum - Decontamination | \$ _____ |
| 7. Disposal of Drum – Biological Waste | \$ _____ |
| 8. Well installation per Well (minimum 3)
in addition to cost of drill rig
(finished depth of 20 ft. bgs, 2” PVC well) | \$ _____ |

- D. Driller Services (continued from FP – 5):
- | | |
|---------------------------------|----------|
| 9. Magnetic Survey Cost per Day | \$ _____ |
| 10. Other: _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

E. Site Classification per Title XVI
IL Public Act 88-496

1. Soil boring for purpose of confirming soil classification. Boring depth 50ft. using continuous (2 foot) split spoon soil sampling.

a. Cost per boring \$ _____

11. UST/LUST Site (continued from FP – 6)

- | | |
|---|-------------------------------|
| A. Physical Soils Analysis | <u>COST PER SAMPLE</u> |
| 1. Particle Size Analysis
(ASTM D 422-63) | \$ _____ |
| 2. Moisture Content
(ASTM D 2216090 or D 4643-87) | \$ _____ |
| 3. Permeability Test
(Appropriate ASTM dependent on
soils type) | \$ _____ |
| 4. Soil Classification
(ASTM D 2488-90 or D 2487-90) | \$ _____ |
| 5. Slug Test – In-Situ Hydraulic
Conductivity Test
(ASTM D 4044-91) | \$ _____ |

**REQUEST FOR PROPOSALS (“RFP”) No. 2021-100-055
HACC WIDE ENVIRONMENTAL CONSULTING SERVICES**

**ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR ONE (1)**

B. Document Preparation for Site Classification:

- | | | |
|----|--|----------|
| 1. | Site Classification – Work Plan | \$ _____ |
| 2. | Site Classification – Budget | \$ _____ |
| 3. | Site Classification- Completion Report | \$ _____ |

C. Document Preparation for LUST Site:

- | | SC | S/GWC |
|--|----------|----------|
| 1. 20-day certificate | \$ _____ | \$ _____ |
| 2. 45-day report | \$ _____ | \$ _____ |
| 3. Corrective action report. | \$ _____ | \$ _____ |
| 4. Closure report | \$ _____ | \$ _____ |
| 5. Reimbursement application | \$ _____ | \$ _____ |
| 6. Lump sum cost for items 1 through 5 above, per UST site | \$ _____ | \$ _____ |

LEGEND:
cost for soil and groundwater contaminated site.

SC=Soil contaminated site; S/GWC=Total

(The above soil boring cost should include all associated costs such as mobilization and demobilization of equipment, rental, PID, etc.)

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

Authorized Signature

Name of Company

Printed Name and Title

Date

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**ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR TWO (2)**

All rates must be inclusive of any anticipated consumable costs including, shipping, office supplies, outside consulting services, etc. or (A breakdown of all charges, expenses and all proposed operational costs, administrative costs, overhead and profit must be submitted in an attachment with the Fee Proposal Form. Please include any costs not covered on this form but is a part of the total price submittal.)

III. Fully Loaded Hourly Billing Rates

	HOURLY COST
Project Manager	_____
Project Principle	_____
Quality Assurance Officer	_____
Health & Safety Officer	_____
Task Leader – Phase I	_____
Task Leader – Phase II	_____
Task Leader – Phase III	_____
Industrial Hygienist	_____
Certified Industrial Hygienist	_____
Level I Archeologist (As defined by 17 IAC 4190.405 (et seq.))	_____
Level II Archeologist (As defined by 17 IAC 4190.405 (et seq.))	_____
Level III Archeologist (As defined by 17 IAC 4190.405 (et seq.))	_____
Asbestos Project Manager – Senior Staff	_____
Asbestos Project Manager – Junior Staff	_____
Asbestos Project Designer	_____
Asbestos Inspector – Senior Staff	_____
Asbestos Inspector – Junior Staff	_____
Lead Risk Assessor – Senior Staff	_____
Lead Risk Assessor – Junior Staff	_____
Lead Inspector with XRF equipment	_____
Air Sampling Professional with equipment	_____
Environmental Technician	_____
Environmental Engineer – Senior Staff	_____
Licensed Professional Engineer	_____
Licensed Professional Geologist	_____
Professional Engineer – Senior Staff	_____
Professional Engineer – Junior Staff	_____
Geotechnical Engineering	_____
Risk Assessment/Data Validation Specialist	_____
Toxicologist	_____
Field Manager	_____
Field Engineer	_____
Field Scientist	_____
Administrative Support	_____
CADD Operator	_____
Surveyor – Lead	_____
Surveyor – (2 Man Crew)	_____

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**ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR TWO (2)**

II. Laboratory Analysis:

(NOTE: TURNAROUND TIMES (TAT) INDICATED BEGIN FROM THE TIME THE CONSULTANT LEAVES THE WORK AREA/JOB SITE UNTIL THE TIME HACC RECEIVES THE ANALYTICAL RESULTS).

- | | | | | |
|----|---|----------------|----------------|--------------|
| 1 | Asbestos: | | | |
| | A. Phase Contrast Microscopy (PCM): | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> |
| | | \$ _____ | \$ _____ | \$ _____ |
| | B. Polarized Light Microscopy (PLM): | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> |
| | | \$ _____ | \$ _____ | \$ _____ |
| | C. Point counting (defined as 400 countable fields): | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> |
| | | \$ _____ | \$ _____ | \$ _____ |
| | D. Transmission Electron Microscopy (TEM): | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> |
| | Air | \$ _____ | \$ _____ | \$ _____ |
| | Tile or Roofing | \$ _____ | \$ _____ | \$ _____ |
| 2. | Lead | | | |
| | A. Paint sample analysis by Atomic Absorption Spectroscopy: | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> |
| | | \$ _____ | \$ _____ | \$ _____ |
| | B. Lead Dust in Air: | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> |
| | | \$ _____ | \$ _____ | \$ _____ |
| | C. Wipe Samples: | | | |
| | TAT | <u>24-Hour</u> | <u>48-Hour</u> | <u>5-Day</u> |
| | | \$ _____ | \$ _____ | \$ _____ |

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D.	Lead in Soil:			
	TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
		\$_____	\$_____	\$_____
E.	Lead in Water:			
	TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
		\$_____	\$_____	\$_____
F.	Polychlorinated Biphenyls (PCB’s) (Method 8082)			
	xi. Oil Sample:		5-day TAT	\$_____
	xii. Soil Sample:		5-day TAT	\$_____
	xiii. Water Sample:		5-day TAT	\$_____
	xiv. Wipe Test:		5-day TAT	\$_____
	xv. Air sample: (NIOSH 5503)		5-day TAT	\$_____

3. Microbiology:

A.	Mold & Fungi:			
	TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	Total Count	\$_____	\$_____	\$_____
	Count & ID	\$_____	\$_____	\$_____
B.	Tape Lift, Swab and Bulk Samples:			
	TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	ID	\$_____	\$_____	\$_____
	Count & ID	\$_____	\$_____	\$_____

4. Radon (includes canister & analysis) \$_____

5. Volatile organic compounds (method 8420)

A.	Soil:	5-day TAT	\$_____
B.	Water:	5-day TAT	\$_____

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OPTION YEAR TWO (2)**

6. Hazardous Waste

A. Toxicity Characteristic Leaching Procedure (TCLP Method 1311), includes analysis for pesticides:

Solids:	5-day TAT	\$ _____
Grease & paint:	5-day TAT	\$ _____
Oil:	5-day TAT	\$ _____

B. Eight (8) RCRA metals.

TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$ _____	\$ _____	\$ _____

C. Thirteen (13) RCRA metals.

TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$ _____	\$ _____	\$ _____

7. Hazardous Waste

A. General Waste Characterization Sample

TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$ _____	\$ _____	\$ _____

8. Petroleum Products

A.	Flash point	\$ _____
B.	Moisture content	\$ _____
C.	Total Halogens	\$ _____
D.	Each metal, (Arsenic, Lead, etc.)	\$ _____
E.	Heating Value	\$ _____
F.	Type of Fuel Test (No. 6,5 2, etc), max. unit cost:	\$ _____

9. UST/LUST Site Soil Per Sample
Groundwater

A. BTEX (EPA 8240)

1. 5-day TAT	\$ _____	\$ _____
2. 48-hour TAT	\$ _____	\$ _____
3. 24-hour TAT	\$ _____	\$ _____

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B. PAH-Combined Total Carcinogenic (EPA 8310) and Non-carcinogenic PNA's.

TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$_____	\$_____	\$_____

C. LUST priority pollutants (EPA method 8080, 8240, 8270 & TCLP RCRA metals).

TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$_____	\$_____	\$_____

UST/LUST Site

D. Target Compound List

Soil

TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$_____	\$_____	\$_____

Groundwater

TAT	<u>24-Hour</u>	<u>48-Hour</u>	<u>5-Day</u>
	\$_____	\$_____	\$_____

10. Volatile Compounds (59 TACO volatile chemicals listed at 35 IAC 742. Table J) to meet the requirements of 35 IAC Appendix B, Tables H, and I that are contaminants of concern for the vapor intrusion contamination route. At the time this RFP is issued the final agreed on test methods to meet the required detection limits have not been finalized. HACC expects the successful respondents to meet the requirements of the established test methods when and if they are amended.

A. Compounds Listed on Appendix B Tables H/I as Soil Gas

TAT	24-Hour	48-Hour	5-Day
	\$_____	\$_____	\$_____

B. Compounds Listed on Appendix B Tables H/ I in Groundwater

TAT	24-Hour	48-Hour	5-Day
	\$_____	\$_____	\$_____

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**ATTACHMENT A
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- C. Driller Services:
- | | |
|--|----------|
| 1. Mobilization | \$ _____ |
| 2. Cost per day Drill Rig & Crew
(include decontamination/expendables) | \$ _____ |
| 3. Cost per day Geoprobe Rig & Crew
(include decontamination/expendables) | \$ _____ |
| 4. Concrete Coring per day | \$ _____ |
| 5. Disposal of Drum - Soil Cuttings | \$ _____ |
| 6. Disposal of Drum - Decontamination | \$ _____ |
| 7. Disposal of Drum – Biological Waste | \$ _____ |
| 8. Well installation per Well (minimum 3)
in addition to cost of drill rig
(finished depth of 20 ft. bgs, 2” PVC well) | \$ _____ |

- D. Driller Services (continued from FP – 5):
- | | |
|---------------------------------|----------|
| 9. Magnetic Survey Cost per Day | \$ _____ |
| 10. Other: _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

E. Site Classification per Title XVI
IL Public Act 88-496

2. Soil boring for purpose of confirming soil classification. Boring depth 50ft. using continuous (2 foot) split spoon soil sampling.

b. Cost per boring \$ _____

11. UST/LUST Site (continued from FP – 6)

- | | |
|---|-------------------------------|
| A. Physical Soils Analysis | <u>COST PER SAMPLE</u> |
| 2. Particle Size Analysis
(ASTM D 422-63) | \$ _____ |
| 2. Moisture Content
(ASTM D 2216090 or D 4643-87) | \$ _____ |
| 6. Permeability Test
(Appropriate ASTM dependent on
soils type) | \$ _____ |
| 7. Soil Classification
(ASTM D 2488-90 or D 2487-90) | \$ _____ |
| 8. Slug Test – In-Situ Hydraulic
Conductivity Test
(ASTM D 4044-91) | \$ _____ |

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**ATTACHMENT A
FEE PROPOSAL FORM
OPTION YEAR TWO (2)**

B. Document Preparation for Site Classification:

- | | | |
|----|--|----------|
| 1. | Site Classification – Work Plan | \$ _____ |
| 2. | Site Classification – Budget | \$ _____ |
| 3. | Site Classification- Completion Report | \$ _____ |

C. Document Preparation for LUST Site:

- | | SC | S/GWC | |
|----|---|----------|----------|
| 1. | 20-day certificate | \$ _____ | \$ _____ |
| 2. | 45-day report | \$ _____ | \$ _____ |
| 3. | Corrective action report. | \$ _____ | \$ _____ |
| 4. | Closure report | \$ _____ | \$ _____ |
| 5. | Reimbursement application | \$ _____ | \$ _____ |
| 6. | Lump sum cost for items 1 through 5 above, per UST site | \$ _____ | \$ _____ |

LEGEND: SC=Soil contaminated site; S/GWC=Total cost for soil and groundwater contaminated site.

(The above soil boring cost should include all associated costs such as mobilization and demobilization of equipment, rental, PID, etc.)

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

Authorized Signature

Name of Company

Printed Name and Title

Date

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**ATTACHMENT “D”
INSURANCE REQUIREMENTS**

Prior to the commencement of this Agreement, the Contractor agrees to procure and maintain at all times during the term of this Agreement, the types of insurance specified below in order to protect the HACC from the acts, omissions and negligence of the Contractor, its officers, officials, subcontractors, joint ventures, partners, agents or employees. The insurance carriers used by the Contractor must be authorized to conduct business in the State of Illinois and shall have a BEST Rating of not less than an “A”. The insurance provided shall cover all operations under the Agreement, whether performed by the Contractor or by its subcontractor, joint ventures, partners, agents, officers or employees.

A. Required Insurance Coverage

1. Workers Compensation and Occupational Disease Insurance

Workers’ Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer’s Liability, Coverage B, in an amount of not less than \$500,000/\$500,000/\$500,000.

2. Commercial General Liability Insurance written on an occurrence form (Primary and Excess Liability)

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

3. Automobile Liability Insurance

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

4. Professional Liability

Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$5,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Work under this Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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

6. Excess Liability

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

B. Related Requirements

The Contractor shall furnish the HACC, Department of Procurement and Contracts, 175 West Jackson Blvd., Suite 350, Chicago, Illinois 60604, original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of the Contract via an email to the HACC Procurement Specialist, preferably in a Readable PDF format. In addition, copies of the endorsement(s) adding the HACC to Contractor’s policy as an additional insured are required. The required documentation must be received prior to the Contractor commencing work under this Agreement. Renewal Certificate of Insurance, or such similar evidence, is to be emailed to dodonnell@thehacc.org prior to expiration or renewal date occurring during the term of this Agreement or extensions thereof. The Contract number and/or Project Name must be indicated on the Certificate of Insurance. At the HACC’s option, non-compliance will result in (1) all payments due the Contractor being withheld until the Contractor has complied with the Agreement; or (2) the Contractor will be assessed Five Hundred Dollars (\$500.00) for every day of non-compliance; or (3) the Contractor will be immediately removed from the premises and the Agreement will be terminated for default. The receipt of any certificates does not constitute agreement by the HACC that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate comply with all Agreement requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to the HACC in the event coverage is substantially changed, canceled or non-renewed.

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THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO THE CONTRACTOR COMMENCING WORK AT THE DESIGNATED HACC LOCATION.

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

The Contractor shall require all subcontractors to carry the insurance required herein or the Contractor may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined above.

The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the HACC shall apply in excess of and will not contribute with insurance provided by the Contractor under the Agreement.

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**ATTACHMENT E
FINANCIALS**

I. Banking. Provide the following information about the Respondent’s primary commercial bank.

Name of Bank: _____

Address: _____ Phone No.: _____

City, State, ZIP _____ Fax No.: _____

Contact Officer: _____ Phone No.: _____

In what year was the banking relationship established? _____

Does Respondent have access to a line of credit? **Yes** **No**

If yes, indicate upper limit. \$ _____ How much is currently available? \$ _____

Other sources of capital: _____

II. Gross Revenues. Indicate below the amount of revenues earned by the Respondent from environmental related activities for the last three (3) years.

Year	Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____

III. Financial Statement. ***Attach*** Respondent’s audited financial statement with notes for the last fiscal year. If a joint venture, submit financial statements for the joint venture name and each joint venture partner. Independent accountant may provide a copy of a complete financial statement. All notes and schedules must be provided.

Independent Accountant Information (Contact Name): _____

Telephone (____) _____

Year ending financial statement date: ____/____/____

SELECT ONE: **Audit** **Review** **Compile**

Consolidated financial statement: **Yes** **No**

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**ATTACHMENT F
LEGAL ACTIONS**

Please provide the information below. If the answer to any of the questions is “Yes”, provide a brief description or explanation on a separate sheet.

QUESTION	YES <i>provide a brief description or explanation on a separate sheet</i>	NO
1. Has the firm or venture been issued a notice of default on any contract awarded in the last three years?		
2. Does the firm or venture have any judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers? If yes, include the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed. Attach explanation.		
3. Within the past three years, has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?		
4. Within the last three years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?		
5. Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid rigging or bid-rotating?		
6. Has the firm or venture ever been temporarily or permanently debarred from a contract awarded by any federal, state, or local agency?		
7. Within the last three years, has the firm or venture been assessed penalties for any statutory or administrative violations, including MBE, WBE and DBE?		
8. Has the firm or venture ever failed to complete any work awarded to it?		

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**ATTACHMENT G
HACC & LOCAL PUBLIC AGENCIES**

Respondent must list below project(s) awarded by the HACC and other local public agencies within the last 3 years. Local public agencies are considered as; City of Chicago, Public Building Commission of Chicago, Chicago Public Schools, Chicago Transit Authority, County of Cook, Metropolitan Water Reclamation District, Forest Preserve District of Cook County, Chicago Park District and City Colleges of Chicago. (Duplicate form as necessary).

HACC PROJECT NAME	COMPLETION DATE	CONTRACT VALUE
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

LOCAL PUBLIC AGENCY / PROJECT NAME	COMPLETION DATE	CONTRACT VALUE
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

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**ATTACHMENT H
SCOPE OF SERVICES FOR SAMPLE PROJECT “A”
AND FEE FORM**

Sampling of Property Addition to Site X – Scope of Services

The purpose of this section of the Task Order is to delineate the horizontal and vertical limits of potential contamination and to collect any additional information needed to add the property located at Any Street that is adjacent to Site X and which will become part Site X. Site X is currently enrolled in the IEPA SRP. The information collected for this property will be incorporated into a future Comprehensive Site Investigation Report (CSIR) amendment. The Work will include the following:

- Collection and analysis (TCL analysis plus any additional compounds added by the new sampling requirements under TACO effective July 15, 2013) of two (2) soil samples from appropriate sampling locations and depths across the site and collection and analysis (PAH and metals analysis) of five (5) sampling locations and depths across the site. Assume the samples are collected with a geoprobe to a maximum depth of 10 feet.
- Collect one (1) groundwater sample for TCL analysis from a temporary monitoring well, assume a well depth of 15 feet.
- Collection of two samples for waste characterization.
- Oversight of field activities.
- Reporting of sufficient quality to meet the SRP reporting requirements for future incorporation into a Comprehensive Site Investigation Report, including comparison to current relevant SRP standards. This will include a site map to scale.

For the newly defined Site X that includes the property at 555 S State the following work is required:

- Amended Comprehensive Site Investigation Report (CSIR), Remedial Objectives Report (ROR) and Amended Remedial Action Plan (RAP), Soil Management Plan (SMP)/Cut & Fill Calculations.
- Review the current CSIR, ROR and RAP prepared by Solutions Inc. for the site, as amended. Incorporate the findings of the additional sampling of the property located at 555 S State Street and prepare an amended ROR and RAP, as required. The amended ROR will describe any changes to the contaminant levels that require remediation based on regulatory or IEPA procedural changes to these levels since the time of the issuance of the original ROR, as amended. The amended RAP will incorporate changes in the proposed construction work and site details for Phase 2B. These amendments will be done for the eventual issuance of a NFR letter for the site.
- The Developer and HACC will review these documents, prior to submittal to the IEPA. The Consultant will respond to all IEPA comments until approval is obtained.
- Based on the findings of the amended CSIR, and the work proposed in the amended ROR and the amended RAP, prepare an SMP to detail the management of contaminated materials and provide guidance for individuals involved in the remedial action work. The SMP should identify remediation zones, offer guidelines for handling soils and materials from each zone and identify contingency equipment needed to minimize releases to the environment and to protect worker health and safety. The roles and responsibilities of HACC, Developer, Developer sub-contractors and Consultant must be identified in the SMP.
- As a part of this effort, perform cut & fill calculations for the site. These calculations should include a breakdown of soils by waste characterization (hazardous, special, etc.) as well as soils being removed as part of the development (incremental price needed for special disposal requirements such as soil excavated for foundations), and as part of general remediation including the amount of clean backfill that is required to replace contaminated soil. Work on these numbers will involve arriving at consensus between the Developer and HACC.
- Site Remediation/Engineered Barrier Installation Oversight
 - Provide field personnel for oversight, verification and documentation of quantities for the following:
 - The removal of contaminated soils associated with construction and remediation activities, including verification of depths and dimensions.
 - The construction and remediation activities associated with engineered barrier installations, including verification of depths and dimensions.
 - The storage and placement of clean soils that are brought to the site, including field screening as it arrives at the site for indications of contamination.
 - Field personnel will sign waste manifests (as agents of HACC)
 - Collect soil samples as required to satisfy requirements of IEPA SRP documents.
 - Provide air monitoring for volatile organic compounds (VOCs), particulates and other contaminants of concern as required and/or requested by HACC.

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- Obtain water samples and conduct design services necessary to apply for and obtain discharge permits from the Metropolitan Water Reclamation District of Greater Chicago (MWRD), if requested by HACC.
- Consultant to attend coordination meetings with HACC and developer as required
- Provide monthly status reports regarding a summary of site activities, percent complete for each work area, quantities of contaminated soil removed, issues to be resolved, etc.
- Consultant will verify the volumes of contaminated soil removed from the site and clean soil delivered as part of the reimbursement process with the Remediation contractor selected for the site
- Consultant will notify HACC when the estimated volumes of contaminated soil and/or clean fill are exceeded and will proceed with a variance investigation at the request of HACC.

Remedial Action Completion Report (RACR)

At the completion of work, compile information required and prepare RACRs for the number of zones identified. After review and comment by the HACC and Developer, the Consultant will incorporate changes and submit reports to the IEPA. A Licensed Professional Engineer must certify the RACRs. The Consultant will respond to any comments provided by the IEPA until a comprehensive NFR letter is obtained. It is estimated that there will be one NFR zone.

A. Sampling of Property Addition to Site X

Collection and analysis (TCL analysis plus any additional compounds added by the new sampling requirements under TACO effective July 15, 2013) of two (2) soil samples from appropriate sampling locations and depths across the site and collection and analysis (PAH and metals analysis) of five (5) sampling locations and depths across the site, Assume the samples are collected with a geoprobe to a maximum depth of 10 feet.

Collection of two samples for waste characterization, at site locations to be determined.
Preparation of information and sampling location maps sufficient for inclusion in an amended CSIR/ROR/RAP

(A) TOTAL FOR COST SAMPLING AND REPORTING \$ _____

B. Amended Remedial Objectives Report (ROR) / Remedial Action Plan (RAP), Soil Management Plan (SMP), including an estimate of remediation costs based on the Redevelopment's proposed design

Report writing and notifications for the CSIR/ROR/RAP amendment, SMP, including the estimate of remediation costs based on site design (assume architectural CADD drawings of the Site will be provided for the attached site plan). Please indicate number of hours by labor class. (Not all labor classes may be required for this service)

Principal	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Project Manager	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Project Engineer	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Project Scientist	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Licensed Professional Engineer.	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Licensed Professional Geologist	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Field Manager	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Field Engineer	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Field Scientist	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Administrative Support	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
CADD Operator	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Surveyor - Lead	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Surveyor - Crew	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____

(B) TOTAL COST FOR REPORT WRITING \$

**REQUEST FOR PROPOSALS (“RFP”) No. 2021-100-055
HACC WIDE ENVIRONMENTAL CONSULTING SERVICES**

C. Site Remediation/Engineered Barrier Installation Oversight

Field Work - Please indicate number of hours by labor class for excavation oversight, backfill installation, clean fill review, contractor meetings (*the proposal must include a minimum of 15 – one (1) hour meetings and must include a minimum 2,080 hours of oversight*), any required notifications to IEPA and HACC. Not all labor classes may be required for this service.

Principal	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Project Manager	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Project Engineer	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Project Scientist	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Licensed Prof. Eng.	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Licensed Prof. Geo.	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Field Manager	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Field Engineer	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Field Scientist	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Administrative Support	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
CADD Operator	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Surveyor - Lead	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Surveyor - Crew	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____

(C) Total Cost for Site Remediation/Engineered Barrier Installation Oversight

\$

D. Remedial Action Completion Reports (RACR)

Please indicate number of hours by labor class for final report production and any other associated correspondence. (*Assume one zone will require a report*). Not all labor classes may be required for this service.

Principal	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Project Manager	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Project Engineer	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Project Scientist	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Licensed Prof. Eng.	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Licensed Prof. Geo.	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Field Manager	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Field Engineer	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Field Scientist	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Administrative Support	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
CADD Operator	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Surveyor - Lead	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____
Surveyor - Crew	# of hours	_____	x Rate \$/hr	\$ _____	= Total \$ _____

(D) Total Cost for Remedial Action Completion report (RACR)

\$

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E. Any Other Additional Cost(s) to Complete the Representative Project Pricing Which Are Not Listed Above
(To be Described by Bidder in an Attachment to Bid Submittal)

(E) Other Additional Cost(s) \$ \$ _____

TOTAL ALL TASKS FOR SAMPLE A PROJECT	(Line Items above A-E)	\$ _____
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**REQUEST FOR PROPOSALS (“RFP”) No. 2021-100-055
HACC WIDE ENVIRONMENTAL CONSULTING SERVICES**

**ATTACHMENT I
SCOPE OF SERVICES FOR SAMPLE PROJECT “B”
AND FEE FORM**

Environmental Oversight During Demolition – Scope of Services

Property Condition (for sample pricing)

Two-story non-dwelling building located in residential and commercial area containing lead, asbestos and possible Underground Storage Tank (UST) on site. The estimated timeframes of activity are as follows:

ABATEMENT	3 weeks
UST	1 week
DEMOLITION	6 weeks

Provide the following environmental professional services to document the impact on the air quality of the surrounding community during demolition activities:

During hazard remediation phase of demolition, provide oversight services as well as perform asbestos air monitoring to:

- Ensure the work area is safe for occupancy, and
- contractor compliance with all applicable federal, state and local regulations
- During Demolition, perform periodic air monitoring for:
- respirable dust
- particulate matter with a diameter of 10 micrometers or less (PM10)
- asbestos, and
- lead
- Maintain a sampling log describing sampling locations, the demolition areas, and the demolition activities.
- Compile a perimeter air monitoring report including the scope of work, sampling locations, sample logs and analytical results.
- Where indicated, provide oversight of UST removal.

Specific air monitoring tasks are outlined below:

- Perform a two-block radius check around the demolition site for suitable air monitoring locations. Sampling locations are chosen based upon wind direction relative to the location of the demolition activities. Typically air monitoring locations are at a fixed position within the perimeter boundary of the demolition site.
- Perform an additional eight-block radius check around the demolition site to locate “sensitive” receptor sites (schools, child care facilities, senior citizen housing, apartment buildings etc.,) for periodic air monitoring.
- Collect respirable dust samples upwind and respirable dust samples downwind for each sampling day during demolition operations with the two-block radius.
- Collect PM10 samples continuously for a period of approximately twenty-four hours per sampling event, four days a week, consistent with EPA and NAAQS standards during demolition, and submit for PM10 for analyses
- Collect periodic asbestos air samples upwind and downwind for each sampling day during hazard remediation and demolition operations, and have it analyzed by Method 7400.
- Collect periodic lead air samples upwind and downwind for each sampling day during demolition operations, and have it analyzed by Method 7300.

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Collect respirable dust and lead air samples at “sensitive” receptor sites periodically during demolition operations.

SAMPLE B PROJECT – FEE PROPOSAL FORM

Indicate all Services and costs required to complete the Scope of Work for Sample Project B.

TASK	DESCRIPTION/LABOR	NUMBER OF HOURS or QUANTITY OF SAMPLE	RATE PER HR or RATE PER SAMPLE	TOTAL
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
		Total All Tasks for Sample B Project		\$

SAMPLE A PROJECT: \$ _____

SAMPLE B PROJECT: \$ _____

TOTAL COMBINED COSTS FOR SAMPLE PROJECTS A & B: \$ _____

Name of Firm: _____

Name: _____ Title: _____

Signature: _____ Date: _____

NOTE: RESPONDENT SHALL COMPLETE FEE FORMS FOR BOTH SAMPLE PROJECTS A & B AND SIGN THE SAMPLE PROPOSAL FORM OR THE PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

PROFESSIONAL SERVICE AGREEMENT

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This Professional Services Agreement (hereinafter, "Agreement") is made as of ____ day 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"), an Illinois Corporation with offices located at _____.

PREAMBLE

HACC is requesting Environmental Consulting Services at various family and senior residential properties, owned and managed by HACC throughout the Suburban County of Cook for a period of three (3) years, with, at the Authority's discretion, two (2) additional one-year extension, in accordance with the terms and conditions as described herein. The Contractor shall provide the specified Services in accordance with applicable local, state, and federal laws and regulations.

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

1. **Incorporation by Reference.** Provisions required by law, ordinances, rules, regulations, or executive orders, including but not limited to the referenced, required Housing and Urban Development documents are to be inserted in the Contract and deemed inserted whether or not they appear in the Contract, or upon application by either party, the Contract will be amended to make the insertion. However, in no event will the failure to insert the provisions before or after the Contract is signed prevent its enforcement.
2. **Engagement.** The Authority hereby engages Contractor to render the services as set forth in the Request for Services 2021-100-055 (the "Services").

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

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

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

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

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

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

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- 4. Compensation.** The Authority agrees to pay Contractor for the Services, in the amount not to exceed amount of **\$500,000.00**. No work or expenses for which an additional cost or fee will be charged by Contractor shall be furnished without the prior written consent of the Authority.

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

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

- 5. Term.** This Contract will be in effect for the initial 3-year base period indicated herein. The Authority may, at its sole discretion, exercise its right to renew this Contract following the expiration of the initial Contract term for up to two additional, one-year options, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of Services provided for in this Contract.

No less than sixty (60) calendar days before the expiration of the then current Contract term, the Authority will give the Contractor notice of its intent to exercise its option to renew the Contract for the approaching option period. The date on which the Authority gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

- 6. Invoices.** Original invoices must be forwarded by the Contractor to the Housing Authority of Cook County, 175 W. Jackson Blvd., Suite 350, Chicago, Illinois 60604, Attn: Finance Department, and/or email to payables@thehacc.org to apply against the contract. Invoices must be submitted within thirty (30) calendar days after completion and acceptance of the work/services.

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

If a Contractor has more than one (1) Contract with HACC, separate invoices must be prepared for each Contract in lieu of combining items from different Contracts under the same invoice. Invoice quantities, service description, unit of measure and pricing information must correspond to the services proposed.

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

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

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

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13. Insurance

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

GENERAL REQUIREMENTS:

Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than the State of Illinois statutory limit \$500,000/\$500,000/\$500,000.

Commercial General Liability (Primary and Umbrella) and Professional Liability

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

Subcontractors performing work for the Contractor must maintain insurance limits of the same terms herein.

Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than the State of Illinois statutory limit per occurrence for bodily injury and property damage. The Housing Authority of Cook County is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain insurance limits of the same terms herein.

Professional Liability (Armed/Unarmed Security) Insurance

Professional Liability (E&O) Insurance covering acts, errors or omissions shall be maintained with limits of not less than Five Million (\$5,000,000) per occurrence. The insurance shall cover bodily injury, property damage, damage to property in contractor's care, custody, and control, or personal injury arising out of the Contractor's wrongful act(s). If the coverage is provided through an endorsement to the General Liability Policy a copy of the endorsement to General Liability Policy a copy of the endorsement must be included. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of services under this Agreement. A claim made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The policy must waive any rights of recovery they may have against the HACC because of payments made for injuries or damages arising out of your ongoing operations of "your work" done under a contract with that person or organization.

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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 agreement by HACC that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of HACC to obtain certificates or other insurance evidence from Contractor is not a waiver by HACC of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and HACC retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

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

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

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

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

14. **Termination.** HACC may terminate this Agreement for convenience upon thirty (30) calendar days prior written notice to the other party.

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

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

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- d. Contractor becomes insolvent or makes a general assignment for the benefit of creditors; or
- e. Contractor files a petition in bankruptcy or such petition is filed against Contractor.

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

15. **Acceptance of the Services.** The Authority has the right to review and/or require correction of any Services provided by Contractor. Contractor shall make any required corrections to any Service within ten (10) calendar days at no additional charge. The payment of any invoice by Authority does not indicate acceptance of Services provided. Further, the Authority reserves the right at any time to reject or disapprove any Service provided. If Contractor fails to make the necessary corrections or if the submission of any corrected Service remains unacceptable, the Authority may immediately terminate this Agreement pursuant to paragraph 8(ii)(a) hereof or reduce the hourly rate to reflect the reduced value of the Services provided.
16. **Confidential Information.** Contractor agrees that Contractor will not knowingly reveal to a third party or use for Contractor's own benefit, either during or after the term of this Agreement, without the prior written consent of Authority, any confidential information pertaining to the business and affairs of Authority, its officers, employees and directors obtained while working with Authority except for information clearly established to be in the public record.
17. **Representation and Warranties of Contractor.** Contractor hereby represents and warrants to Authority that Contractor is not a party to or otherwise subject to or bound by any contract, agreement or understanding which would limit or otherwise adversely affect Contractor's ability to perform the Services or which would be breached by Contractor's execution and delivery of this Agreement or by the performance of the Services.
18. **Indemnification.** Contractor shall indemnify, defend and hold the HACC, harmless from and against all losses, claims, judgments, damages and liabilities (collectively, the "Claims"), which are related to the performance by Contractor or Contractor's obligations under this Agreement in a manner that is not within the scope of Contractor's authority granted in the Agreement; or which results from Contractor's negligence, willful misconduct, fraud or misrepresentation.

The Contractor agrees to protect, defend, indemnify, keep save, and hold the HACC, its officers, officials, employees and agents and contractors free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees, including attorney fees, or other expenses or liabilities of every kind, nature and judgements or settlements, proceedings or causes of action of every kind, nature and character (collectively, "Claims") in connection with or arising directly or indirectly out of this Agreement and/ or the acts and omissions of the Contractor, its agents, employees and subcontractors, including and not limited to, the enforcement of this indemnification provision. Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or any other tangible or intangible personal or property rights, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims at its sole expense and agrees to bear all of the costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

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To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Workers Compensation Act or any other law of judicial decision (specifically Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)).

The HACC shall have the right, at Contractor's expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the HACC free and harmless are separate from and not limited by the Contractor's responsibility to obtain, procure and maintain insurance pursuant to any other section of this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

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.

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- 23. **Third Party Solicitation.** Contractor warrants that Contractor has not retained any company, firm or person to solicit or secure this Agreement and has not paid or agreed to pay any company, firm or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

- 24. **Release.** Prior to final payment under this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, Contractor shall execute and deliver to Authority a final release ("**Release**"), in a form acceptable to Authority, of all claims against Authority by Contractor under and by virtue of this Agreement, other than such claims, if any, as may be specifically excepted by Contractor in stated amounts set forth therein.

- 25. **Disputes.** All disputes arising under or relating to this Agreement shall be resolved in accordance with this paragraph. All claims by Contractor shall be made in writing and submitted to Authority. Within sixty (60) calendar days after receipt of any claim Authority shall render a written decision concerning such claim. Unless Contractor, within thirty (30) calendar days after receipt of Authority's decision, notifies Authority in writing that Contractor takes exception to such decision, the decision shall be final and conclusive.

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

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

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

If to the Contractor:

PROFESSIONAL SERVICE AGREEMENT

Contract Number:

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. Section 3 Plan
 2. Profile of Firm Form
 3. HUD-5369b – Instruction to Offerors Non-Construction
 4. HUD-5369c – Certifications and Representations of Offerors – Non-Construction
 5. HUD-5370c – Section I & II General Conditions for Non-Construction Contracts
28. **Transfer by Contractor.** Contractor shall not transfer all or any part of its rights or obligations herein to any person or legal entity.
29. **HACC's Authority.** Execution of this Agreement by the HACC is pursuant to the United States Housing ACT of 1937, 42 U.S.C. 1437 et seq., regulations promulgated by HUD, and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.
30. **Contractor's Authority.** The signature of the person signing in behalf of the Contractor has been made with complete and full authority to commit the contractor to all terms and conditions of this Agreement, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference within.
31. **Miscellaneous.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. This Agreement embodies the entire Agreement between the parties hereto and supersedes any and all prior or contemporaneous, oral or written understandings, negotiations, or communications on behalf of such parties. This Agreement may be executed in several counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation hereof. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement may only be amended by written agreement of both parties hereto. This Agreement shall inure to the benefit of the Authority, its successors and assigns.

PROFESSIONAL SERVICE AGREEMENT

Contract Number:

SIGNATURE PAGE

PROPOSER:

By:

(Printed Name)

(Signature)

(Title)

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.

Total Amount of Contract: **Not to exceed amount of \$500,000.00 for the Base Period (3-Years)**

From

By:

Sign

Richard J. Monocchio
Executive Director

Date

HOUSING AUTHORITY OF COOK COUNTY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

Bidder/Proposer Name: _____
Bidder/Proposer Address: _____

IFB/RFP NUMBER: _____

Federal Employee I.D. #: _____ or Social Security #: _____

Instructions: **FOR USE WITH ALL CONTRACTS.** Every Contractor submitting a bid/proposal to the Housing Authority Of Cook County("HACC") must complete this Contractor's Affidavit. Special attention should be paid to those Sections which require the Contractor to provide certain information to the HACC. The Contractor should complete this Contractor's Affidavit by signing and notarizing Section XIV. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a separate and completed Contractor's Affidavit. In the event the Contractor is unable to certify to any of the statements contained herein, the Contractor must contact the Department of Procurement and Contracts of the HACC and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned _____ as _____
(Name) (Title)
and on behalf of _____ ("Contractor") having been duly
(Business Name)
sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

All bidders/proposers/contractors shall provide the following information with their bid/proposal/contract. Complete all blanks by entering the requested information or if the question is not applicable, answer with "NA". If the answer is none, please answer "none".

Bidder/Proposer is a: Corporation Sole Proprietor
(Check One) Partnership Not-for-Profit Corporation
 Joint Venture Other

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Department of Procurement & Contracts

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Average Annual Sales – Last 3 years: _____

Current Net Worth: _____ Date Business Started _____

SECTION 1. FOR PROFIT CORPORATIONS

- a. Incorporated in the State of _____.
- b. Authorized to do business in the State of Illinois YES [] NO []
- c. Names of all officers of corporation (or Attach List): Names of all directors of corporation (or Attach List):

Name (Print/Type)	Title (Print/Type)	Name (Print/Type)	Title (Print/Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- d. If the corporation has fewer than 100 shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print/Type)	Address Ownership	Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- e. Is the corporation owned partially or completely by one or more other Corporations?
YES [] NO []
- f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10%

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of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print/Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

NOTE: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with its bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

SECTION 2. PARTNERSHIP

If the bidder/proposer is a partnership, indicate the name of each partner (or attach list) and the percentage of interest of each therein.

Name of Partners (Print/Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIPS

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary: YES [] NO []
If NO, complete items b. and c. of this Section 3.

- b. If the sole proprietorship is held by an agent(s) or a nominee (s), indicate the principal(s) for whom the agent or nominee holds such interest.

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Name(s) of Principal(s) (Print/Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

SECTION 4. NOT-FOR-PROFIT CORPORATIONS

- a. Incorporated in the State of _____.
- b. Authorized to do business in the State of Illinois YES [] NO []
- c. Names of all officers of corporation (or Attach List): Names of all directors of corporation (or Attach List):

Name (Print/Type)	Title (Print/Type)	Name (Print/Type)	Title (Print/Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The General Counsel may require any such additional information from any entity to achieve full disclosure relevant to the Contract. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Director of Procurement and Contracts takes action on the Contract or other action required of the General Counsel.

HOUSING AUTHORITY OF COOK COUNTY
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CONTRACTOR'S AFFIDAVIT

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR'S ANTI-COLLUSIVE AFFIDAVIT

1. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this Contractor's Affidavit or if a subcontractor or subcontractor's affiliated entity during a period of three (3) years prior to the date of award of the subcontract:
 - a. Violated any of the provisions of 18 U.S.C. §666 (a) (2) and 720 ILCS 5/33E-1 et seq.
 - b. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the CHA, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - c. Agreed or colluded, or been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - d. Made an admission of guilt of such conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of Federal, state or local government as a result of engaging in or being convicted of bid-rigging in violation of the Illinois Criminal Code, 720 ILCS 5/33e-3, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rigging during a period of five (5) years prior to the date of submittal of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating in violation of the Illinois Criminal Code, 720 ILCS 5/33E-4, or any similar offense of any state of the United States which contains the same elements as the offense of bid-rotating.

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4. Additionally, that the undersigned is the party making the foregoing proposal or bid, that such bid or proposal is genuine and not collusive, and that said bidder/proposer has not colluded, conspired, connived or agreed, directly or indirectly with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer and has not secured any advantage against the Housing Authority of Cook County or any person interested in the proposed contract, nor has said proposer participated with any person or business entity in any collusive scheme to rotate proposals, provide any bribes, kickbacks to HACC employees in violation of any of the provisions of 18 U.S.C. §666 (a) (1) and 720 ILCS 5/33E-1 et seq; or engage in bid rigging; that proposer is not barred from bidding on the subject contract as a result of a violation of either Section 33-E-3 or 33-E-4 of the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq; and that all statements on said proposal are true. Under penalties of perjury as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Contractor's Affidavit are true and correct.

5. The Contractor, its agent, officers or employees have not directly or indirectly solicited non-public information from a HACC officer or employee; entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal in violation of Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. Failure to submit this statement as part of the bid/proposal will make the bid non-responsive and not eligible for award consideration.

B. SUBCONTRACTOR'S ANTI-COLLUSION AFFIDAVIT

1. The Contractor has obtained from all subcontractors to be used in performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Sub-Section A of Section II of this affidavit.

2. The Contractor will, prior to using any subcontractor(s), obtain from such all subcontractor(s) to be used in the performance of this contract, but not yet known by the Contractor at this time certifications in form and substance equal to the certification Subsection A of Section II of this Affidavit. The Contractor shall not, without the prior written permission of the HACC, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's

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affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of any of the conduct described in Section II (A) hereof.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section II for any subcontractors to be used in the performance of this contract and will make such certifications promptly available to the HACC upon request.
4. The Contractor will not, without the prior written consent of the HACC, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to the certification.
5. Contractor hereby agrees, if the HACC so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under the State of Illinois Criminal Code 720 ILCS 5/33e-1 eq seq. as amended. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this Section II.

Notes 1-4 For Section II. Contractor's Certification

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person control or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity using substantially the same management, ownership or principals as the ineligible entity.
2. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if this employee so convicted is no longer employed by the corporation and: (1) it has been finally indicated not guilty or (2) if it demonstrate to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

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3. For purposes of Section II (A) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted (See, 720 ILCS 5/33E-3).

4. For purpose of Section II (A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contract (See, 720 ILCS 5/33E-4).

III. STATE TAX DELINQUENCIES

In completing this Section III, authorized signatory must initial on the line next to the appropriate subsection.

1. _____ Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting such delinquency in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

 2. _____ Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

 3. _____ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections 1 and 2 of this Section III, above 1.
-
1. 65 ILCS 5/11 – 42.1 – 1 provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax

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administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the HACC may enter into the contract if the HACC's Operating Officer determines that:

- 1) the contract is for goods or services vital to the public health, safety, or welfare; and
- 2) the HACC is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

IV. PUNISHMENT

A Contractor or subcontractor who makes a false statement, material to Section II (A) and (B) of this certification commits a 3 class felony. 720 ILCS 5/33e-11(B). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the Contract or and allows the HACC to recover all amounts paid to the Contractor under the contract in a civil action. 65 ILCS 5/11-42.1-1.

V CERTIFICATION REGARDING SUSPENSION AND DISBARMENT

A. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, state or local government or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in Section II (A) (1) above; and
4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

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- B. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach a detailed factual explanation to this certification.

- C. If any subcontractors are to be used in the performance of this Contract, the Contractor shall cause such subcontractors to certify as to paragraph of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach a detailed factual explanation to this certification.

VI. EPA CONTRACTOR LISTING

- A. Bidder/Proposer/Contractor shall comply with all applicable standards, orders and/or requirements established by and/or pursuant to:
 - 1. The Clean Air Act (42. U.S.C. 4701 et. seq.), as amended;
 - 2. The Clean Water Act (33 U.S.C. 1251 et. seq.), as amended;
 - 3. The Solid Waste Disposal Act as amended by the Resources Conservation and Recovery Act (RCA) of 1976 (42 U.S.C. 6901, et. seq.), as amended;
 - 4. The Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et. seq.), as amended;
 - 5. Occupational Safety and Health Administration (OSHA) regulations, and any amendments thereto;
 - 6. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 U.S.C. 9601 et. seq.), as amended;
 - 7. Illinois Environmental Protection Agency regulations, as amended;
 - 8. Illinois Department of Labor regulations, as amended;
 - 9. City of Chicago Ordinances, as amended;

- B. Bidder/Proposer/Contractor shall not use any facility on the Environmental Protection Agency's ("EPA") List of Violating Facilities in the performance of this Contract for the duration of time that the facility remains on the List.

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- C. Bidder/Proposer/Contractor shall immediately notify HUD which has awarded funds for this project if a facility it intends to use in the performance of this Contract is on the EPA's List of Violating Facilities or knows that it has been recommended to be placed on the List of Violating Facilities.
- D. Furthermore, Bidder/Proposer/Contractor shall, in the performance of this Contract, Comply with all requirements of the Clean Air Act ("CAA"), 42 U.S.C. §7401-7642 and the Clean Water Act ("CWA"), 33 U.S.C. §1251-1387, including the requirements of Section 114 of the CAA and Section 308 of the CWA, and all other applicable clean air standards and clean water standards.

VII. CERTIFICATION OF RESTRICTION ON LOBBYING

THE CONTRACTOR CERTIFIES THAT:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352.

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Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or more than \$100,000 for each such failure.

VIII. CERTIFICATION OF NONSEGREGATED FACILITIES

As used in this Affidavit, the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this Affidavit is submitted as part of a bid or proposal, the term "Contractor" shall be deemed to refer to the Bidder or proposer, or subcontractor or supplier. This Affidavit shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this Affidavit is in effect. The undersigned Contractor certifies the following to the HACC:

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

- B. **PRIOR REPORTS:** If the Contractor has participated in a previous contract or subcontract subject to Equal Opportunity Clause (41 C.F.R. Sec 60-1.4(a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.

- C. **CERTIFICATION OF NONSEGREGATED FACILITIES:** The Contractor certifies that It does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in the IFB or RFP. As used in this certification, the term "segregated facilities" means waiting room, waiting area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The Contractor further

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agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of Contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that the HACC will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A certification of Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001).

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

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN BIDS/PROPOSALS IS PRESCRIBED IN 18 U.S.C. 1001.

IX. EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR Part 60) require that each prospective contractor or proposed subcontractor submit the following information with his bid, or at the outset of negotiations.

- A. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

YES _____ NO _____

- B. If answer to 1, is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of these organizations?

YES _____ NO _____

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X. DAVIS – BACON CERTIFICATION

- A. By the submission of this Affidavit, the Contractor hereby certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government or the HACC by virtue of Section 3(a) of the Davis-Bacon Act (29 CFR 5.12 (a) (1)).
- B. No part of the Contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded Contracts by the United States Government or the HACC by virtue of Section 3 (a) of the Davis-Bacon Act (29 CFR 5.12 (A) (1)).
- C. Furthermore, the Contractor hereby certifies that the information contained in this Affidavit and representation, are accurate, complete and current. The penalty for making False statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

XI. SECTION 3 CERTIFICATION

For all contracts where Section 3 is applicable, the Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq and HACC Resolutions implementing Section 3 requirements. The Prime Contractor will submit a Section 3 Utilization Plan to identify employment, subcontracting, and other economic opportunities for HACC residents and low- and very low-income Chicago area residents during the term of the contract between the Prime Contractor and HACC.

XII. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certifications set forth in this Contractor's Affidavit shall become part of Contract No. _____ and incorporated by reference as if fully set forth therein. Further, the Contractor shall comply with these certifications during the term of the Contract.

XIII. ETHICS POLICY

The Contractor hereby certifies that it shall comply with all the applicable provisions of the HACC's Ethics Policy. The Contractor further certifies that it has received and read a copy of the HACC's Ethics Policy.

HOUSING AUTHORITY OF COOK COUNTY
Department of Procurement & Contracts

CONTRACTOR'S AFFIDAVIT

XIV. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

Signature of President or Authorized Officer

Name of President or Authorized Officer

Title

Telephone Number

State of _____)

County of _____)

Signed and sworn to before me this _____ day of _____, 20 ____
by

_____ (Name) as _____

(Title) of _____ (Contractor)

Notary Public Signature _____

HOUSING AUTHORITY OF COOK COUNTY
Department of Procurement & Contracts

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

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

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

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

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

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

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

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

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

EXECUTED THIS _____ DAY OF _____ 20__

BY _____
(SIGNATURE)

(PRINTED OR TYPED NAME)

TITLE _____
(PRINCIPAL)

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

Housing Authority of Cook County Ethics Policy

A. GENERAL

The HACC shall adhere to the following code of conduct, consistent with applicable State or Local Law.

B. CONFLICT OF INTEREST

No employee officer or agent of the HACC shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

1. An employee, officer or agent involved in making the award;
2. His or her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister);
3. His or her partners; or;
4. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above persons.

C. GRATUITIES, KICKBACKS, AND USE OF CONFIDENTIAL INFORMATION

HACC officers, employees or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts, and shall not knowingly use confidential information for actual or anticipated personal gain.

D. PROHIBITION AGAINST CONTINGENT FEES

Contractors shall not retain a person to solicit or secure a HACC contract for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies.

E. CERTIFICATION REGARDING CONTRACT MODIFICATIONS

The HACC employee responsible for the preparing the contract modification should certify that the contract modification has been prepared in accordance with the terms of the contract, HUD and HACC Procurement requirements, HUD's ethics requirements Pursuant to 24 C.F.R. 85.36(b) (3) and to the best of his/her knowledge it does not violate any of the provisions of 18 U.S.C 666(a) (1) and applicable Commonwealth of Illinois law.

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 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 there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the Contractor/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

**MINORITY-OWNED BUSINESS (MBE) AND
WOMEN BUSINESS ENTERPRISE (WBE) POLICY**

A. REQUIRED EFFORTS

1. Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, the HACC shall make efforts to ensure that small and minority-owned business (“MBE”), women’s business enterprises (“WBE”), labor surplus area business, and individuals or firms located in or owned in substantial part by persons residing in the area of an HACC project are used when possible. Such efforts shall include, but shall not be limited to.
 - a. Including such firms, when qualified, on solicitation mailing lists;
 - b. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
 - c. Dividing total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
 - e. Using the services and assistance of the Small Business Administration, and Minority Business Development Agency of the Department of Commerce;
 - f. Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the project, as described in 24 C.F.R. & 135;
 - g. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed in Section VIII (A) (1) (a) through Section VIII (A) (1) (f) above.



2. The HACC shall establish goals for the participation of small, minority-owned (MBE), women-owned (WBE) and labor surplus area businesses that are located in, or owned in substantial part by persons residing in the area of the project.

B. DEFINITIONS

1. A “**small business**” is defined as business that is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 C.F.R. & 121 shall be used, unless the HACC determines that their use is inappropriate.
2. A “**minority-owned business**” is defines as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and Asian Indian Americans, and Hasidic Jewish Americans.
3. A “**women’s business enterprise**” is defined as a business that is at least 51% owned by a women or women who are U.S. citizens and who also control or operate the business.
4. A “**labor surplus area business**” is defines as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defines by the U.S. Department of Labor in 20 CFR 654, Subpart A, and in lists of Labor surplus areas published by the Employment and Training Administration.
5. A “**business concern located in the area of the projects**”, is defines as an individual or firm located within the relevant Section 3 covered project area, as determined pursuant to 24 C.F.R. & 135.15, listed on HUD’s registry of eligible business concerns, and meeting the Definition of “small business” above.



6. A **“business concern owned in substantial part by persons residing in the area of the project”** is defined as a business concern which is 51% or more owned by persons residing within the Section 3 covered project, owned by persons considered

by the U.S. Small Business Administration to be socially or economically disadvantaged, listed on HUD’s registry of eligible business concerns, and meeting the definition of “small business” above.

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 *

ATTACHMENT V

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 *

ATTACHMENT V

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:	\$ _____	_____ %

ATTACHMENT V

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: _____

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 <i>(including Executive & Management)</i>	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

<p>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.)</p>		
	<p>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.</p>	<p>List all specific attempts:</p>
	<p>Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.</p>	<p>List specific programs:</p>
	<p>Participated in a HUD or other program which promotes award of contracts to business concerns which meet the definition of Section 3 business concerns.</p>	<p>List specific programs:</p>
	<p>Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.</p>	<p>List Youthbuild Program:</p>
	<p>Other</p>	<p>List and describe effort:</p>

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

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 \$ <u>51,000.00</u> | <input type="checkbox"/> 2021 \$ <u>52,200.00</u> | <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.

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

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

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS ON BEHALF OF COMPANY

NAME	OFFICIAL CAPACITY

BANK REFERENCES

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

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

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

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

SIGNATURE OF PRINCIPAL	PRINTED NAME OF PRINCIPAL	DATE SIGNED

HOUSING AUTHORITY OF COOK COUNTY
Department of Procurement & Contracts
SUBCONTRACTOR INFORMATION SUBMITTAL

It is expressly agreed by the undersigned Contractor and the Housing Authority of Cook County that if portions of the scope of work for this Invitation for Bid or Request for Proposals or Purchase Order are subcontracted, awards of such subcontracts will be made to the subcontractors listed below. Further, any changes to the subcontractors listed below must be submitted in writing to the Director of the Department of Procurement and Contracts for approval. The Housing Authority of Cook County reserves the right, at its own discretion, to approve or reject any subcontractor named below or as frequently added. Use additional blank sheets and append it to this form, if necessary, to complete your subcontractor listing. If you are not subcontracting, check the indicated box below.

IFB/RPF/P.O. TITLE	IFB/RFP/P.O. NO.	PAGE OF
<input type="checkbox"/> My (our) firm(s) WILL NOT SUBCONTRACT any portion of the scope of work for this IFB, RFP or P.O.		
SUBCONTRACTOR NAME AND ADDRESS	SCOPE OF WORK	
If a joint venture, a principle from EACH joint venture business must sign below.		
CONTRACTOR'S NAME	BY (SIGNATURE OF PRINCIPLE)	TITLE